IN THE DISTRICT COURT OF CHEROKEE COUNTY
STATE OF OKLAHOMA

CHEROKEE NATION;
CHEROKEE NATION BUSINESSES, LLC;
CHEROKEE NATION ENTERTAINMENT, LLC;

Plaintiffs,

v.

(1) LEXINGTON INSURANCE COMPANY;
(2) UNDERWRITERS AT LLOYD'S – SYNDICATES; ASC1414, XLC 2003, TAL 1183, MSP 318, ATL1861, KLN 510, AGR 3268;
(3) UNDERWRITERS AT LLOYD'S – SYNDICATE: CNP 4444;
(4) UNDERWRITERS AT LLOYD'S – ASPEN SPECIALTY INSURANCE COMPANY;
(5) UNDERWRITERS AT LLOYD'S SYNDICATES: KLN 0510, ATL 1861, ASC 1414, QBE 1886, MSP 0318, APL 1969, CHN 2015, XLC 2003;
(6) UNDERWRITERS AT LLOYD'S – SYNDICATE BRT 2987;
(7) UNDERWRITERS AT LLOYD'S – SYNDICATES: KLN 0510, TMK 1880, BRT 2987, BRT 2988, CNP 4444, ATL 1861, NEON WORLDWIDE PROPERTY CONSORTIUM, AUW 0609, TAL 1183, AUL 1274;
(8) HOMELAND INSURANCE COMPANY OF NY (ONE BEACON);
(9) HALLMARK SPECIALTY INSURANCE COMPANY;
(10) ENDURANCE WORLDWIDE INSURANCE LTD T/AS SOMPO INTERNATIONAL;
(11) ARCH SPECIALTY INSURANCE COMPANY;
(12) EVANSTON INSURANCE COMPANY;
(13) ALLIED WORLD NATIONAL ASSURANCE COMPANY;
(14) LIBERTY MUTUAL FIRE INSURANCE COMPANY;
(15) XL INSURANCE AMERICA, INC.;
(16) AXA/XL AMERICA, INC.;
(17) RSUI-LANDMARK AMERICAN INSURANCE COMPANY;
(18) CHUBB BERMUDA LTD.;
(19) UNDERWRITERS AT LLOYD'S LONDON; and
(20) ABC INSURANCE COMPANIES (to be determined),

Defendants.

Case No. CV-20-150
Judge Douglas Kirkley

DEFENDANT LANDMARK AMERICAN INSURANCE COMPANY'S SUPPLEMENTAL OPPOSITION TO PLAINTIFFS' MOTION FOR PARTIAL SUMMARY JUDGMENT

COMES NOW Defendant Landmark American Insurance Company ("Landmark"), and Supplements its Opposition to the Motion for Partial Summary brought by Plaintiffs Cherokee Nation, Cherokee Nation Businesses, LLC, and Cherokee Nation Entertainment, LLC ("Plaintiffs"), and submits this opposition and the memorandum brief as follows.[1]

MEMORANDUM BRIEF

Plaintiffs Cherokee Nation, Cherokee Nation Businesses, LLC, and Cherokee Nation Entertainment, LLC ask this Court to enter summary judgment in their favor for business interruption losses arising out of the closure of their properties in late March 2020 with re-openings in May and June 2020. Plaintiffs maintain that they preemptively closed their facilities in order to encourage social distancing and suppress the person-to-person transmission of the disease, COVID-19.[2] Although Plaintiffs' actions may have slowed the spread of the virus, such actions do not create coverage for losses that fall outside the terms of a Policy.

Plaintiffs purchased property insurance through the Tribal First Property Insurance Program ("TPIP") for the policy period of July 1, 2019 to July 1, 2020. The TPIP Program provided a layered commercial property insurance program. Many tribes and tribal companies shared coverage under the TPIP program and were identified as named insureds by declaration pages. Here, Plaintiffs were insured under Declaration 16, 31, and 37,[3] along with a number of other Tribal Nations.

Plaintiffs received an Evidence of Coverage form, which identified Defendant Lexington Insurance Company "and Additional A Rated and Non Admitted Carriers" as the insurance companies.[4] Plaintiffs also received the TPIP USA Form No. 15, a 68-page document that provided the wording of the Primary Policy, "[s]ubject to specific exclusions, modifications, and conditions

1 Landmark incorporates Defendants' Opposition Brief and adds additional arguments as set out below.
2 *See* Plaintiffs' First Motion for Partial Summary Judgment, p. 11-12.
3 Ex. 1-3 to Plaintiffs' Response to Motion to Dismiss.
4 *Id.*

hereinafter provided…"[5] The Primary Policy contained a provision discussing "Priority of Payments." This provision defined how coverage should apply and payments made by the primary and excess carriers, with a specific recognition that excess policy forms may have exclusions that differ from the Primary Policy.[6] This form also states that the subscribing insurers' "obligations under contract**s** of insurance to which they subscribe are several, not joint and are **limited solely to the extent of their individual subscriptions.**"[7]

Additionally, Plaintiffs were provided with a Schedule of Carriers, which identified each subscribing insurer, its limit of liability, policy number, and some provisions of coverage.[8] While not identified on those forms, Landmark did issue an Excess Policy to each Plaintiff that provided coverage in various layers that were subject to the terms and conditions of the Lead Underlying Insurance Policy (*i.e.* the TPIP Primary Policy), **and to additional terms of the Landmark Excess Policies**.[9] And the Landmark Policies specifically excluded loss caused by or resulting from any pathogenic or poisonous biological or chemical materials.

Accordingly, for the reasons set forth in Defendants' Opposition to Plaintiffs' Motion for Summary Judgment, which are adopted and incorporated by reference, and due to the exclusion precluding coverage for loss due to pathogenic or poisonous biological or chemical materials, Landmark respectfully requests that the Court deny Plaintiffs' Motion for Partial Summary Judgment on Business Interruption Coverage.

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5 Ex. 4 to Plaintiffs' Response to Motion to Dismiss at p. 5.

6 *Id.* at p. 8 ("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.").

7 *Id.* at p. 36.

8 Ex. 8-10 to Plaintiffs' Response to Motion to Dismiss.

9 Duncan Dec. Ex. A; Ex. A-1-5 (the Landmark Policies).

RESPONSE TO PLAINTIFFS' MATERIAL FACTS

Landmark adopts and incorporates by reference the Response to Plaintiffs' Material Facts set forth in Defendants' Opposition to Plaintiffs' Motion for Summary Judgment. Landmark provides the following supplemental responses:

3. In addition to the responses raised in Defendants' Opposition, Policy Nos. LHT424650; LHD424641; LHD424643; LHD424644; and LHD424645 expressly exclude "loss or damage caused directly or indirectly by the discharge, dispersal, seepage, migration, release, escape or application of any pathogenic or poisonous biological or chemical materials. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss."[10]

STATEMENT OF ADDITIONAL UNDISPUTED MATERIAL FACTS

Landmark adopts and incorporates by reference the Statement of Additional Undisputed Material Facts set forth in Defendants' Opposition to Plaintiffs' Motion for Summary Judgment. Landmark provides the following additional facts material to its Policy and coverage:

1. Plaintiffs purchased Policy Nos. 017471589 (Dec 15) 9110; 017471589 (Dec 31) 9469; and 017471589 (Dec 37) 9109 (the "Primary Policies")[11] and Policy Nos. LHT424650; LHD424641; LHD424643; LHD424644; and LHD424645 (the "Landmark Policies")[12] for a policy period of July 1, 2019 to July 1, 2020 from Tribal First/Alliant Specialty Insurance Services.

2. The Landmark Policies are excess property policies that contain a number of coverage forms and clauses that form part of the overall Policy for Plaintiffs.[13]

3. The Landmark Policies have an EXCLUSION OF PATHOGENIC OR POISONOUS BIOLOGICAL OR CHEMICAL MATERIALS:[14]

* * *

We will not pay for loss or damage caused directly or indirectly by the discharge, dispersal, seepage, migration, release, escape or application of

[10] Duncan Dec. Ex. A; Ex. A-1-5 (the Landmark Policies).
[11] Ex. 1-3 to Plaintiffs' Response to Motion to Dismiss.
[12] Duncan Dec. Ex. A; Ex. A-1-5 (the Landmark Policies).
[13] *Id.*
[14] *Id.*

any pathogenic or poisonous biological or chemical materials. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

ARGUMENT AND AUTHORITY

Landmark adopts and incorporates by reference the Arguments and Authorities set forth in Defendants' Opposition to Plaintiffs' Motion for Summary Judgment. Landmark provides the following arguments in support of its supplemental opposition.

I. THE LANDMARK POLICIES' PROVISIONS ARE ENFORCEABLE.

Plaintiffs bear the burden to prove that they suffered a covered loss.[15] Only after meeting that burden does it shift to the insurer to show that an exclusion applies.[16] Here, as the moving party and the insured, Plaintiffs have not met their initial burden of establishing coverage; therefore, the Court need not consider any Policy exclusion.

Nevertheless, Landmark issued excess policies that defined the terms upon which it was willing to provide coverage.[17] The Landmark Policies were issued on October 28, 2019, well in advance of Plaintiffs' claims.[18] While Defendants have propounded discovery concerning Plaintiffs' insurance program, including Plaintiffs' understanding of same, discovery is in its infancy. Oklahoma recognizes that a "contract in writing takes effect upon its delivery to the party in whose favor it is made, or to his agent."[19] Oklahoma courts have found an insurance policy's terms apply when an "application was signed, a premium paid, and a binder issued. The insurer accepted the application and executed the policy. This is enough. Delivery of the policy is not essential to its enforceability."[20]

Here, there is no evidence that Plaintiffs are seeking to reject the Landmark Policies. After all, they sued Landmark for coverage. Nor is there any evidence "that the insured would have rejected the policy if, after receipt, [Plaintiff] had read and was unwilling to accept"[21] the Landmark

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15 *Oklahoma Schools Risk Mgmt. Trust v. McAlester Public Schools*, 2019 OK 3, ¶ 16, 457 P.3d 997.
16 *Id*.
17 Duncan Dec. Ex. A; Ex. A-1-5 (the Landmark Policies).
18 *Id.*
19 OKLA. STAT. tit. 15, § 138 (West) (emphasis added).
20 *Richardson v. Brown*, 443 F.2d 926, 927 (10th Cir. 1971). *See also Central Life Ins. Soc. of the United States v. Pyburn*, 97 Okl. 141, 222 P. 683, 685.
21 *Id.*

Policies' terms, including the pollutants and contaminants exclusion. Accordingly, the terms of the Landmark Policies apply.

To the extent Plaintiffs contend that the Landmark Policies' terms do not apply, there should be discovery to address that contention. Accordingly, summary judgment is inappropriate at this time.

A. The Landmark Policies expressly excludes loss due to pathogenic material.

The Landmark Policies expressly exclude any loss caused by "pathogenic or poisonous biological or chemical materials." Specifically, the Landmark Policies states:

> **We will not pay for loss or damage caused directly or indirectly by the discharge, dispersal, seepage, migration, release, escape or application of any pathogenic or poisonous biological or chemical materials. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.**

Oklahoma courts recognize that the "construction of an insurance policy should be a natural and reasonable one, fairly constructed to effectuate its purpose, and viewed in the light of common sense so as not to bring about an absurd result."[22]

The plain language of Landmark's exclusion applies to the claims brought by Plaintiffs here. The Landmark Policies explicitly exclude loss caused directly or indirectly by any pathogenic materials. The exclusion applies "regardless of any other cause or event that contributes concurrently or in any sequence to the loss." While there are no cases in Oklahoma defining the terms "pathogenic materials," the dictionary defines the term "pathogenic" as "causing or capable of causing disease."[23] And the term "material" is defined as a noun that is "1(a)(1) the elements, constituents, or substances of which something is composed or can be made; (2) matter that has qualities which give it individuality and by which it may be categorized."[24] Oklahoma statutory law defines "Bloodborne pathogens" as "pathogenic microorganisms that are present in human

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22 *Wiley v. Travelers Ins. Co.*, 1974 OK 147, 534 P.2d 1293, 1295.

23 https://www.merriam-webster.com/dictionary/pathogenic

24 https://www.merriam-webster.com/dictionary/materials. In Oklahoma, "[c]ourts interpreting insurance policies under Oklahoma law routinely refer to dictionary definitions in determining the plain and ordinary meaning of an unambiguous term." *Argonaut Ins. Co. v. Earnest*, 861 F. Supp. 2d 1313, 1318 (N.D. Okla. 2012) (*citing S. Hospitality, Inc. v. Zurich Am. Ins. Co.*, 393 F.3d 1137, 1140 (10th Cir.2004); *Ellis v. State Farm Fire & Cas. Co.*, 322 Fed.Appx. 594, 597 (10th Cir.2009) (unpublished)).

blood and that can **cause disease in humans** including, but not limited to, hepatitis B virus (HBV), hepatitis C virus (HCV), and human immunodeficiency virus (HIV)."[25] Finally, a Westlaw search for COVID-19 reveals that courts routinely refer to the disease as borne by a pathogen.

Here, it is an established scientific fact that COVID-19 is a disease caused by pathogenic material – here, a virus (i.e., SARS-CoV-2, also known as the COVID-19 virus. (*See, e.g.*, https://www.niaid.nih.gov/diseases-conditions/coronaviruses)). Plaintiffs repeatedly state in their Motion that their loss arises from its decision to close its businesses to avoid the risk of exposing employees, patrons, and tribal members to COVID-19. As a result, Plaintiffs' claimed losses are caused directly or indirectly by the discharge or dispersal of a pathogenic material. Thus, the plain language of Landmark's Pathogenic Materials Exclusion Endorsement applies to preclude Plaintiffs' claims. Therefore, Plaintiffs' Motion should be denied.

CONCLUSION

For all the foregoing reasons, and those incorporated by reference from Defendants' Opposition Brief, Landmark respectfully requests that the Court deny Plaintiffs' Motion for Partial Summary Judgment on Business Interruption Coverage and either grant summary judgment in Landmark and Defendants' favor or allow the parties to proceed with discovery.

[25] Okla. Stat. tit. 63, § 1-539.1.B.1 (emphasis added).

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on the 14th day of September, 2020, a true and correct copy of the foregoing document was served via U.S. Mail and/or email to:

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Exhibit A

IN THE DISTRICT COURT OF CHEROKEE COUNTY
STATE OF OKLAHOMA

CHEROKEE NATION;
CHEROKEE NATION BUSINESSES, LLC;
CHEROKEE NATION ENTERTAINMENT, LLC;

Plaintiff,

v.

(1) LEXINGTON INSURANCE COMPANY;
(2) UNDERWRITERS AT LLOYD'S –SYNDICATES; ASC1414, XLC 2003, TAL 1183, MSP 318, ATL1861, KLN 510, AGR 3268;
(3) UNDERWRITERS AT LLOYD'S – SYNDICATE: CNP 4444;
(4) UNDERWRITERS AT LLOYD'S – ASPEN SPECIALTY INSURANCE COMPANY;
(5) UNDERWRITERS AT LLOYD'S SYNDICATES: KLN 0510, ATL 1861, ASC 1414, QBE 1886, MSP 0318, APL 1969, CHN 2015, XLC 2003;
(6) UNDERWRITERS AT LLOYD'S –SYNDICATE BRT 2987;
(7) UNDERWRITERS AT LLOYD'S –SYNDICATES: KLN 0510, TMK 1880, BRT 2987, BRT 2988, CNP 4444, ATL 1861, NEON WORLDWIDE PROPERTY CONSORTIUM, AUW 0609, TAL 1183, AUL 1274;
(8) HOMELAND INSURANCE COMPANY OF NY (ONE BEACON);
(9) HALLMARK SPECIALTY INSURANCE COMPANY;
(10) ENDURANCE WORLDWIDE INSURANCE LTD T/AS SOMPO INTERNATIONAL;
(11) ARCH SPECIALTY INSURANCE COMPANY;
(12) EVANSTON INSURANCE COMPANY;
(13) ALLIED WORLD NATIONAL ASSURANCE COMPANY;
(14) LIBERTY MUTUAL FIRE INSURANCE COMPANY;
(15) XL INSURANCE AMERICA, INC.;
(16) AXA/XL AMERICA, INC.;
(17) RSUI-LANDMARK AMERICAN INSURANCE COMPANY;
(18) CHUBB BERMUDA LTD.;
(19) UNDERWRITERS AT LLOYD'S LONDON; and
(20) ABC INSURANCE COMPANIES (to be determined),

Case No. CV-20-150
Judge Douglas Kirkley

Defendants.

DECLARATION OF WILLIAM DUNCAN

STATE OF CALIFORNIA §
§
COUNTY OF VENTURA §

1. My name is William Duncan. I am over twenty-one (21) years of age, of sound mind, capable of making this Declaration and personally acquainted with the facts herein stated. I am in all ways competent to make this Declaration. The following facts are true and correct and are personally known to me and if called as a witness, I could and would competently testify to them.

2. I make this Declaration in support of Defendant Landmark American Insurance Company's Supplemental Opposition to Plaintiffs Cherokee Nation, Cherokee Nation Businesses, LLC, and Cherokee Nation Entertainment, LLC's Motion for Summary Judgment in the above-referenced action.

3. I am an underwriter at Landmark American Insurance Company ("Landmark") and hold the position of Underwriter. I have been employed by Landmark since 2001. I was Landmark's lead underwriter for the excess commercial property insurance policies that Landmark to Plaintiffs for the July 1, 2019 – July 1, 2020 policy period (the "Landmark Excess Policies"). The Tribal First Property Insurance Program ("TPIP") is a nationwide insurance program created and marketed by a third-party entity, Tribal First Alliant Underwriting Solutions ("Tribal First" or "Alliant").

4. Plaintiffs purchased policies through TPIP. Many tribes and tribal companies shared coverage under the TPIP program and were identified as named insureds by declaration pages.

5. Plaintiff Cherokee Nation Entertainment, LLC was insured under Declaration 15 in the lower layers, along with a number of other Tribal Nations. The Cherokee Nation Entertainment, LLC Landmark Excess Policy, no. LHQ424650, with effective dates July 1, 2019 to July 1, 2020, was issued to Plaintiff Cherokee Nation Entertainment, LLC as a standalone excess policy unassociated with Dec 15 and provided coverage in the $450,000,000 excess of $1,050,000,000 layer.

6. Plaintiff Cherokee Nation Businesses, LLC was insured under Declaration 31 along with a number of other Tribal Nations. The Cherokee Nation Businesses, LLC Landmark Excess Policy, no. LHD424641, with effective dates July 1, 2019 to July 1, 2020, was issued to Plaintiff Cherokee Nation Businesses, LLC as an insured under Dec 31 and provided coverage in the $100,000,000 excess of $400,000,000 layer. Landmark also issued Policy no. LHD424643 to Cherokee Nation Businesses, LLC providing coverage in the $200,000,000 excess of $800,000,000 layer.

7. Plaintiff Cherokee Nation was insured under Declaration 37 along with a number of other Tribal Nations. The Cherokee Nation Landmark Excess Policy, no. LHD424644, with effective dates July 1, 2019 to July 1, 2020, was issued to Plaintiff Cherokee Nation as an insured under Dec 37 and provided coverage in the $100,000,000 excess of $400,000,000 layer. Landmark also issued Policy no. LHD424645 to Cherokee Nation providing coverage in the $200,000,000 excess of $800,000,000 layer.

8. The Landmark Excess Policies contain the following endorsement:

EXCLUSION OF PATHOGENIC OR POISONOUS BIOLOGICAL OR CHEMICAL MATERIALS

* * *

We will not pay for loss or damage caused directly or indirectly by the discharge, dispersal, seepage, migration, release, escape or application of any pathogenic or poisonous biological or chemical materials. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

9. To my knowledge, Plaintiffs never rejected the Landmark Excess Policies or indicated that they were unwilling to accept the terms of their respective Policies.

10. I am familiar with Landmark's policy records, their creation and storage, and generally have access to the materials. Landmark creates and maintains those records as part of its business operations. I have reviewed documents related to the Policies insuring Plaintiffs' property as well as the underlying primary policy form. The following are true and correct copies:

a. **Exhibit A-1**: The Landmark Excess Policy, No. LHT424650, issued to Cherokee Nation Entertainment, LLC, with effective dates of coverage from July 1, 2019 to July 1, 2020;

b. **Exhibit A-2**: The Landmark Excess Policy, No. LHD424641, issued to Cherokee Nation Businesses, LLC, with effective dates of coverage from July 1, 2019 to July 1, 2020;

c. **Exhibit A-3**: The Landmark Excess Policy, No. LHD424643, issued to Cherokee Nation Businesses, LLC, with effective dates of coverage from July 1, 2019 to July 1, 2020;

d. **Exhibit A-4**: The Landmark Excess Policy, No. LHD424644, issued to Cherokee Nation, with effective dates of coverage from July 1, 2019 to July 1, 2020;

e. **Exhibit A-5**: The Landmark Excess Policy, No. LHD424645, issued to Cherokee Nation, with effective dates of coverage from July 1, 2019 to July 1, 2020;

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed on this 12th day of September, 2020 in Newbury Park, California.

William Duncan

Exhibit A-1

COMMON POLICY DECLARATIONS

COMPANY NAME: Landmark American Insurance Company

BRANCH ADDRESS: 945 East Paces Ferry Road, Suite 1800, Atlanta, GA 30326-1160

POLICY NO.: LHT424650 **RENEWAL OF:** LHT423837

NAMED INSURED AND MAILING ADDRESS:

Tribal First Property Insurance Program
(Name Incomplete - refer to Manuscript Form)
c/o Alliant Insurance Services, Inc.
325 E. Hillvrest Dr., Suite 250
Thousand Oaks, CA 91360

PRODUCER:

POLICY PERIOD: From 7/1/2019 To 7/1/2020 12:01 A.M. Standard Time at your Mailing Address above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

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

COVERAGE PARTS	PREMIUM		COMM.
Commercial Property	$	81,500.00	DO NOT WRITE IN THIS AREA
	$		
	$		
STATE ASSESSMENTS & FEES			
	$		
	$		
	$		
	$		
	$		
	$		
	$		
	$		
	$		
	$		
	$		
	$		
	$		
	$		
TOTAL	$	81,500.00	

FORMS APPLICABLE TO ALL COVERAGE PARTS:

SEE SCHEDULE OF POLICY ATTACHMENTS AND FORMS, RSG 94106 1009

BUSINESS DESCRIPTION: Tribal Hotels/Casinos

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE FORMS(S) AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE CONTRACT OF INSURANCE.

Countersigned: October 29, 2019 By: _____
Date IPS Authorized Representative

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A member of Alleghany Insurance Holdings LLC

Policy Number: LHT424650

Insurer: Landmark American Insurance Company

Named Insured: Tribal First Property Insurance Program

NOTICE - REJECTION OF TERRORISM COVERAGE

Coverage has been “rejected” by the Insured for all acts of terrorism including but not limited to “certified acts of terrorism” under the federal Terrorism Risk Insurance Act.

IMPORTANT NOTICE

CALIFORNIA SURPLUS LINES DISCLOSURE NOTICE

1. **THE INSURANCE POLICY THAT YOU HAVE PURCHASED IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED "NONADMITTED" OR "SURPLUS LINE" INSURERS.**
2. **THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT THAT APPLY TO CALIFORNIA LICENSED INSURERS.**
3. **THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.**
4. **THE INSURER SHOULD BE LICENSED EITHER AS A FOREIGN INSURER IN ANOTHER STATE IN THE UNITED STATES OR AS A NON-UNITED STATES (ALIEN) INSURER. YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR "SURPLUS LINE" BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT THE FOLLOWING TOLL-FREE TELEPHONE NUMBER: 1-800-927-4357 OR INTERNET WEB SITE WWW.INSURANCE.CA.GOV. ASK WHETHER OR NOT THE INSURER IS LICENSED AS A FOREIGN OR NON-UNITED STATES (ALIEN) INSURER AND FOR ADDITIONAL INFORMATION ABOUT THE INSURER. YOU MAY ALSO CONTACT THE NAIC'S INTERNET WEB SITE AT WWW.NAIC.ORG.**
5. **FOREIGN INSURERS SHOULD BE LICENSED BY A STATE IN THE UNITED STATES AND YOU MAY CONTACT THAT STATE'S DEPARTMENT OF INSURANCE TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.**
6. **FOR NON-UNITED STATES (ALIEN) INSURERS, THE INSURER SHOULD BE LICENSED BY A COUNTRY OUTSIDE OF THE UNITED STATES AND SHOULD BE ON THE NAIC'S INTERNATIONAL INSURERS DEPARTMENT (IID) LISTING OF APPROVED NONADMITTED NON-UNITED STATES INSURERS. ASK YOUR AGENT,**

BROKER, OR "SURPLUS LINE" BROKER TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.

7. **CALIFORNIA MAINTAINS A LIST OF APPROVED SURPLUS LINE INSURERS. ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE INTERNET WEB SITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE: WWW.INSURANCE.CA.GOV.**
8. **IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE BOUND IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS GOING TO LAPSE WITHIN TWO BUSINESS DAYS OR BECAUSE YOU WERE REQUIRED TO HAVE COVERAGE WITHIN TWO BUSINESS DAYS, AND YOU DID NOT RECEIVE THIS DISCLOSURE FORM AND A REQUEST FOR YOUR SIGNATURE UNTIL AFTER COVERAGE BECAME EFFECTIVE, YOU HAVE THE RIGHT TO CANCEL THIS POLICY WITHIN FIVE DAYS OF RECEIVING THIS DISCLOSURE. IF YOU CANCEL COVERAGE, THE PREMIUM WILL BE PRORATED AND ANY BROKER'S FEE CHARGED FOR THIS INSURANCE WILL BE RETURNED TO YOU.**

State Fraud Statements
Fraud Statements – Signature Required for New York Only

ARKANSAS, LOUISIANA, RHODE ISLAND, TEXAS AND WEST VIRGINIA FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

ALASKA FRAUD STATEMENT

A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

ALABAMA FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

ARIZONA FRAUD STATEMENT

For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

CALIFORNIA FRAUD STATEMENT

For your protection, California law requires that you be made aware of the following: Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

COLORADO FRAUD STATEMENT

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

DELAWARE FRAUD STATEMENT

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

DISTRICT OF COLUMBIA FRAUD STATEMENT

WARNING: It is a crime to provide false, or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

FLORIDA FRAUD STATEMENT

Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

HAWAII FRAUD STATEMENT

For your protection, Hawaii law requires you to be informed that any person who presents a fraudulent claim for payment of a loss or benefit is guilty of a crime punishable by fines or imprisonment, or both.

IDAHO FRAUD STATEMENT

Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

INDIANA FRAUD STATEMENT

Any person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

KANSAS FRAUD STATEMENT

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

KENTUCKY FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

MAINE FRAUD STATEMENT

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

MARYLAND FRAUD STATEMENT

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

MINNESOTA FRAUD STATEMENT

Any person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

NEW HAMPSHIRE FRAUD STATEMENT

Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

NEW JERSEY FRAUD STATEMENT

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NEW MEXICO FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

OHIO FRAUD STATEMENT

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

OKLAHOMA FRAUD STATEMENT

WARNING: Any person who knowingly and with intent to injure, defraud, or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

OREGON FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

PENNSYLVANIA FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

PUERTO RICO FRAUD STATEMENT

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

TENNESSEE, VIRGINIA, AND WASHINGTON FRAUD STATEMENT

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

SIGNATURE REQUIRED

NEW YORK FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

_____

Insured/Applicant/Claimant

_____

By (Authorized Representative)

_____

Title

_____

Date

This Endorsement Changes The Policy. Please Read It Carefully.

SCHEDULE OF POLICY ATTACHMENTS AND FORMS

Form Number	Form Title
	Policy Declaration Page; Schedule of Carriers; Tribal First Policy Wording
RSG 92001 0416	California Service Of Suit
RSG 93006 0405	California Changes - Cancellation and Nonrenewal
RSG 94027 0206	Minimum Earned Premium Clause - Percentage
RSG 96004 0210	Exclusion And Limited Additional Coverage For Fungus
RSG 96014 0504	Exclusion of Pathogenic or Poisonous Biological or Chemical Material
RSG 96064 0817	Exclusion Of Terrorism - Exception Covering Certain Fire Losses
RSG 96066 0518	Cyber, Electronic Data and Systems Exclusion
RSG 96068 1218	Exclusion - Marijuana
IL 0017 1198	Common Policy Conditions

ALLIANT PROPERTY INSURANCE PROGRAM
DOMESTIC POLICY DECLARATION PAGE

POLICY NAME	**ALLIANT PROPERTY INSURANCE PROGRAM**
POLICY NUMBER:	**See Attached Schedule of Carriers**
NAMED INSURED	**Tribal First PROPERTY INSURANCE PROGRAM 1 (TPIP) and as shown on the Declaration Schedule Addendums**
MAILING ADDRESS OF INSURED:	**c/o Alliant Insurance Services, Inc.** **325 E. Hillcrest Dr. Suite 250** **Thousand Oaks, CA 91360**

POLICY PERIOD: From: **July 1, 2019**
To: **July 1, 2020**

Both days at 12:01 a.m. Local Standard Time

LIMITS OF LIABILITY:

A. Declaration Limit of Liability:

$ 450,000,000 Excess of 1,050,000,000 Per Occurrence, All Perils excluding Flood and Earthquake (subject to the policy exclusions), covering the following Named Insureds only:
Pechanga Band of Luiseno Indians
Cherokee Nation Entertainment, LLC
Saginaw Chippewa Indian Tribe
Chickasaw Nation Department of Commerce
Choctaw Nation of Oklahoma

B. Named Insured Limits:

Subject to the Declaration Limit of Liability set forth in paragraph A. above, the per Named Insured**,** per Occurrence All Perils limit set forth on the Declaration Schedule Addendum opposite each Named Insured is the most the Company will pay for each Named Insured, regardless of the, coverages, extensions of coverage or perils insured. Such per Named Insured, per Occurrence All Perils limit is part of and does not increase the Declaration Limit of Liability.

Sub-Limits of Liability:

The Sub-Limits of Liability set forth below apply Per Occurrence, subject to any aggregate listed, Per Named Insured(s) of this Declaration, excess of the Policy Deductibles set forth below or Special Terms & Conditions below, unless indicated otherwise. If the coverage listed below indicates that it “Varies per Named Insured”, the applicable sub-limit for each Named Insured is set forth on the Declaration Schedule Addendum opposite each Named Insured’s name. Further, if a different limit is set forth in such Declaration Schedule Addendum opposite each Named Insured’s name from the limit set forth below, such sub-limit will control with respect to such Named Insured. The Sub-Limits of Liability set forth below or in the Declaration Schedule Addendum are subject to and do not increase the Declaration Limit of Liability set forth above or as set forth in the Declaration Schedule Addendum.

Not to exceed member Sublimit noted on the Declaration Addendum	Flood Limit - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage) in this Declaration combined as respects the peril of Flood occurring outside the State of California.
Not to exceed member Sublimit noted on the Declaration Addendum	Flood Limit - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage) in this Declaration combined as respects the peril of Flood occurring in the State of California.

Not to exceed member Sublimit noted on the Declaration Addendum	Excess of $500,000,000 Per Occurrence and in the Annual Aggregate as respects the peril of Flood (for those Named Insureds that purchase this optional dedicated coverage) excluding Flood Zone A & V Sub-limit (inclusive of all 100 year exposures), not to exceed individual Named Insured's sub-limits and aggregates
Not to exceed member Sublimit noted on the Declaration Addendum	Combined Business Interruption and Rental Income. However, if specific values for such coverage have not been reported as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc., this sub-limit amount is limited to $500,000 per Named Insured subject to maximum of $2,500,000 Per Occurrence, Per Declaration for Business Interruption and Rental Income combined. Business Interruption coverage for Power Generating Plants is excluded, unless otherwise specified.
Not to exceed member Sublimit noted on the Declaration Addendum	Earthquake Shock - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage) in this Declaration combined as respects the peril of Earthquake Shock occurring outside the State of California.
Not to exceed member Sublimit noted on the Declaration Addendum	Earthquake Shock - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage) in this Declaration combined as respects the peril of Earthquake Shock occurring inside the State of California.

$	35,000,000	Extra Expense
$	40,000,000	Automatic Acquisition for new locations for existing Named Insureds for 120 days, excluding Earthquake Shock in the states of Alaska and California. If Flood coverage is purchased for all scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V. (If values are not reported within the stated reporting provision, a maximum sub-limit of $25,000,000 for any one occurrence will apply). Additionally a sub-limit of $2,500,000 applies for Tier 1 Wind Counties, Parishes and Independent Cities for 60 days for the states of Virginia, North Carolina, South Carolina, Georgia, Alabama, Mississippi, Louisiana, Texas and/or situated anywhere within the states of Florida and Hawaii.
$	40,000,000	Miscellaneous Unnamed Locations excluding Earthquake Shock for locations in the states of Alaska and California, and if Flood Coverage is purchased for scheduled locations, Flood is covered subject to Named Insured's Flood Limits, however, Flood Zones A&V are excluded. This coverage extension does not apply to locations situated in Tier I or Tier II Counties.
$	1,000,000	Unscheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf, subject to 25 gallon maximum container size but not to exceed $25,000 per item for existing Named Insureds excluding Earthquake coverage for locations in Alaska and California. If flood coverage is purchased for scheduled locations, this extension includes Flood coverage for any location not situated in Flood Zones A or V.
$5,000,000 or 110% of the scheduled values whichever is greater, for		Scheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf, subject to 25 gallon maximum container size but not to exceed $25,000 per item
$	35,000,000	Errors & Omissions (errors/omissions in the description, location of property, or valuation of property). This extension does not increase any more specific limit stated elsewhere in this policy.
$	25,000,000	Course of Construction and Additions (including new) for projects with project values not exceeding the sub-limit shown. This sub-limit may be increased to $100,000,000 for non-combustible construction, subject to Underwriting review and approval.

$	250,000	Prize Giveaways
$	2,500,000	Money and Securities as respects perils of Fire, Wind, Hail, Explosion, Smoke, Lightning, Riot, Civil Commotion, Impact by Aircraft or Objects falling there from, Impact by vehicles, Water Damage and Theft (other than by an employee(s) of the Insured(s))
$	2,500,000	Unscheduled Fine Arts
$	25,000	Per Occurrence and in the Annual Aggregate as respects Accidental Contamination for Owned Land, Land Values and Water owned by the Insured(s)
$	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.
$	150,000,000	Except $50,000,000 for Named Insureds in Decarlations 31 and 37 for Increased Cost of Construction due to the enforcement of building codes/ordinance or law (includes All Risk and Boiler & Machinery). Demolition, Compliance with Law and BI are restricted to $35,000,000
$	25,000,000	Transit
$	2,500,000	Unscheduled Animals; subject to maximum of $50,000 per Animal, Per Occurrence
$	2,500,000	Watercraft under 50 feet (watercraft over 50 feet must be scheduled subject to underwriting review and approval)
$	25,000,000	Off Premises Services Interruption including Extra Expense resulting from a covered peril at non-owned/operated location(s)
$	3,000,000	Separately as respects Contingent Business Interruption, Contingent Rental Value, and Contingent Extra Expense
$	3,000,000	Tax Revenue Interruption – Per Policy Provisions. However, if specific values for such coverage have not been reported as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc., this sub-limit amount is limited to $100,000 Per Occurrence – Per Policy Provisions.
$	500,000	Separately as respects Furs, Jewelry, Precious Metals and Precious Stones
$	1,000,000	Claims Preparation Expenses
$	25,000,000	Expediting Expenses
$	1,000,000	Personal Property Outside the USA
	180 Days	Extended Period of Indemnity

$ 100,000	Per Occurrence while in Storage and In Transit coverage subject to $10,000 Deductible for Unmanned Aircraft as more fully defined in the Policy. Not Covered while in Flight.	
$ 100,000	Per Occurrence with a $1,000,000 Annual Aggregate per Declaration for Mold/Fungus Resultant Damage as more fully defined in the policy.	

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BOILER & MACHINERY COVERAGES & LIMITS:	$	100,000,000	Boiler Explosion and Machinery Breakdown as respects Combined Property Damage and Business Interruption/Extra Expense (Including Bond Revenue Interest Payments where Values Reported and excluding Business Interruption for Power Generating Facilities unless otherwise specified). Limit includes loss adjustment agreement and electronic computer or electronic data processing equipment with the following sub-limits:
	$	10,000,000	Utility Interruption
	$	10,000,000	Ammonia Contamination
	$	10,000,000	Water Damage
	$	10,000,000	Consequential Damage
	$	2,000,000	Media Coverage
	$	1,000,000	Hazardous Substance
	$	25,000,000	Ordinance or Law - Included in Demo & ICC Limit above
NEWLY ACQUIRED LOCATIONS:	$	25,000,000	Automatic Acquisition for Boiler & Machinery values at newly acquired locations. Values greater than $25,000,000 or Power Generating Facilities must be reported within 90 days and must have prior underwriting approval prior to binding

VALUATION:

- Repair or Replacement Cost
- Actual Loss Sustained for Time Element Coverages
- Contractor's/Scheduled Equipment either Replacement Cost or Actual Cash Value as elected by declaring values in the manner losses are to be adjusted. If not declared, valuation will default to Actual Cash Value (ACV)

"ALL RISK" BASIC DEDUCTIBLE:	Varies by Named Insured	All Risk Deductible; Per occurrence each and every loss except as specified below:
"ALL RISK" DEDUCTIBLES FOR SPECIFIC PERILS AND COVERAGES:	$ 10,000	Residential Property(ies) less than $100,000 in value, or "All Risk" Policy Deductible as set forth above, whichever the greater

$	25,000	Residential Property(ies) greater than $100,000 in value, or "All Risk" Policy Deductible as set forth above, whichever the greater
	Varies by Named Insured	All Flood Zones excluding Flood Zones A & V
	Varies by Named Insured	Flood Zones A & V (inclusive of all 100 year exposures)
	Varies by Named Insured	Earthquake Shock Per Unit of Insurance Per Occurrence separately as respects Real Property, Personal Property, Property in the Open and Time Element except 10% with $100,000 minimum for buildings constructed prior to 1940 where Earthquake Coverage is purchased
$	1,000	Specially Trained Animals
$	500,000	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.
	2.5%	of Annual Tax Revenue Value per Location for Tax Interruption
	24 Hour Waiting Period	Service Interruption as respects All Perils and Coverages (other than Boiler and Machinery Breakdown)
	24 Hour	Equivalent Business Interruption Deductible at the time of loss (24 hours to be calculated by dividing the total Business Interruption loss by the number of days business was interrupted) as respects All Perils and Coverages solely for Casino(s) with Total Insurable Values in excess of $50,000,000
$	25,000	Boiler & Machinery Deductible, per occurrence each and every loss

ALLIANT PROPERTY INSURANCE PROGRAM
DOMESTIC POLICY DECLARATION PAGE

SPECIAL TERMS & CONDITIONS:

It is understood and agreed that notwithstanding anything contained herein to the contrary the following shall apply to this Policy:

SPECIAL TERMS:

Description:
Varies by Named Insured

Limit:
Varies by Named Insured

Deductible:
Varies by Named Insured

TERMS AND CONDITIONS:
25% Minimum Earned Premium and cancellations subject to 10% penalty
90 Days except 10 Days for Non-Payment of Premium

NOTIFICATION OF CLAIMS TO:
Alliant Insurance Services, Inc.
Attention: Claims Department
100 Pine Street, 11th Floor
San Francisco, CA 94111

	$	**450,000,000**	**Excess of $1,050,000,0(**	**All Risk excluding EQ, FL, B&M**
33.3333%	$	150,000,000	RSUI- Landmark America Insurance Company	
22.2222%	$	100,000,000	One Beacon - Homeland Insurance Company of NY	
44.4444%	$	200,000,000	RKH: Chubb Bermuda Ltd	
100.0000%	$	450,000,000		

	$	**450,000,000**	**Excess of $1,050,000,000**	**All Risk excluding EQ, FL, B&M**
Dec Number: 15	Pechanga Band of Luiseno Indians			
	Cherokee Nation Entertainment, LLC			
	Saginaw Chippewa Indian Tribe			
Dec Number: 16	Chickasaw Nation Department of Commerce			
Dec Number: 17	Choctaw Nation of Oklahoma			

TRIBAL FIRST
POLICY WORDING

TPIP USA FORM No. 15

Coverage Incepting
July 1, 2019 to July 1, 2020

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SECTION I

GENERAL PROVISIONS

A. INSURING AGREEMENT

In consideration of the premium paid by the Named Insured to the Company, the Company agrees to insure the following per the terms and conditions herein.

B. NAMED INSURED

As shown on the Declaration page, or as listed in the Declaration Schedule Addendum attached to this policy.

Agency(ies), organization(s), enterprise(s) and/or individual(s) for whom the Named Insured is required or has agreed to provide coverage, or as so named in the "Named Insured Schedule" on file with Tribal First, as their interests may appear which now exist or which hereafter may be created or acquired and which are owned, financially controlled or actively managed by the herein named interest, all jointly, severally or in any combination of their interests, for account of whom it may concern, are covered within the limits provided to the individual Named Insured.

Lessors and other party(ies) of interest in all property of every description covered hereunder are included herein as Insured's for their respective rights and interests, it being understood that the inclusion hereunder of more than one covered party shall not serve to increase the Company's limit of liability.

Mortgagees to whom certificates of coverage have been issued are covered hereunder as Insured's in accordance with the terms and conditions of Form 438 BFU NS, CP12 18 1091, or equivalent as required by the mortgagee.

C. MAILING ADDRESS OF NAMED INSURED

AS PER DECLARATION PAGE

D. POLICY PERIOD

AS PER DECLARATION PAGE

E. LIMITS OF LIABILITY

Subject to specific exclusions, modifications, and conditions hereinafter provided, the liability of the Company in any one occurrence regardless of whether one or more of the coverages of this Policy are involved shall not exceed:

1. LIMITS OF LIABILITY

   The Specific Limits of Liability as described in the Declaration Page apply per occurrence unless indicated otherwise.

2. SUB-LIMITS OF LIABILITY

The following sub-limits of liability are provided as described in the Declaration Page and apply per occurrence unless indicated otherwise. Coverage is provided only if a sub-limit of liability is shown in the Declaration Page for that item, and do not increase the specific limits of liability. The absence of a sub-limit of liability amount in the Declaration Page means that no coverage is provided for that item.

a. Per occurrence, and in the annual aggregate as respects the peril of flood (for those Named Insured(s) that participate in this optional dedicated coverage);
b. Per occurrence, and in the annual aggregate as respects the peril of earthquake shock (for those Named Insured(s) that participate in this optional dedicated coverage);
c. Combined Business Interruption, Rental Income, Tax Interruption and Tuition income (and related fees);
d. Extra Expense;
e. Miscellaneous Unnamed locations;
f. Automatic Acquisition. As per policy provisions;
g. Unscheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf if specific values for such items have not been reported as part of the Named Insured(s) schedule of values held on file with Tribal First. This coverage extension does not apply to the peril of Earthquake in the states of California, or Alaska. If Flood coverage is purchased for scheduled locations this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V;
h. Scheduled Landscaping, tees, sand traps, greens, athletic fields and artificial fields if specific values for such items have been reported as part of the Named Insured(s) schedule of values held on file with Tribal First;
i. Errors & Omissions;
j. Course of Construction and Additions;
k. Money and Securities for Fire, Wind, Hail, Explosion, Smoke, Lightning, Riot, Civil Commotion, Impact by Aircraft or Objects falling there from, Impact by Vehicles, Water Damage and Theft (other than by an employee of the Named Insured(s)
l. Prize Giveaways
m. Unscheduled Fine Arts (as more fully defined herein);
n. Accidental Contamination including owned land, land values and water owned by the Named Insured(s)
o. 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, road way or highway fencing, and all similar property unless specific values for such items have been reported as part of the Named Insured(s) schedule of values held on file in the offices of Tribal First. Unscheduled Infrastructure coverage is excluded for the peril of Earthquake and for Federal Emergency Management Agency (F.E.M.A.) and/or any State Office of Emergency Services (O.E.S.) declared disasters, providing said declaration provides funding for repairs;
p. Increased Cost of Construction due to the enforcement of building codes / ordinance or law. As per policy provisions;
q. Transit;

r. Unscheduled Animals;
s. Unscheduled Watercraft; up to 50 feet. Unscheduled watercraft over 50 feet if held for sale by the Named Insured.
t. Off premises services interruption including extra expense resulting from a covered peril at non-owned/operated location(s);
u. Separately as respects Contingent Business Interruption, Contingent Extra Expense, Contingent Rental Value, and Contingent Tuition Income;
v. Claim Preparation Expenses;
w. Expediting Expenses;
x. Separately as respects Furs, jewelry, precious metals and precious stones;
y. Personal Property outside the U.S.A.;
z. Unmanned Aircraft. As per policy provisions
aa. Mold/Fungus Resultant Damage. As per policy provisions
ab. Boiler Explosion and Machinery Breakdown (for those Named Insured(s) that participate in this optional dedicated coverage).

F. OPTIONAL COVERAGE PARTICIPATION

It is understood and agreed that certain Named Insureds participate in Optional Coverage on this Policy as set forth below.

OPTIONAL COVERAGES IDENTIFICATION:

1. Earthquake Shock
2. Licensed Vehicles – Off Premises
3. Scheduled Fine Arts
4 Flood
5. Boiler Explosion & Machinery Breakdown
6. Contractors Equipment/Unlicensed Vehicles
7. Business Interruption, Rental Income

Such participation in the optional coverage(s) by the Named Insured is indicated in the Declaration Page, and/or by endorsement to this policy.

G. DEDUCTIBLE PROVISIONS

If two or more deductible amounts provided in the Declaration Page apply for a single occurrence the total to be deducted shall not exceed the largest per occurrence deductible amount applicable.

Unless a more specific deductible is applicable for a particular loss, the "Basic Deductible" shown in the Declaration Page, shall apply per occurrence. The company will not pay for loss or damage in any one occurrence until the amount of the loss or damage exceeds the applicable deductible.

H. UNIT OF INSURANCE DEFINED

In the application of the Earthquake Shock, or specified Wind deductibles, in accordance with the provisions of this Policy, each of the following shall be considered a Separate Unit of Insurance:

1. Each Separate Building or Structure;
2. The Contents of each Building or Structure;
3. Applicable Time Element Coverage of each separate Building or Structure; and
4. Property in each Yard.

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.

SECTION II

PROPERTY DAMAGE

A. COVERAGE

Subject to the terms, conditions and exclusions hereinafter contained, this Policy insures all property of every description both real and personal (including improvements, betterments and remodeling), of the Named Insured or property of others in the care, custody or control of the Named Insured, for which the Named Insured is liable or under obligation to insure.

B. EXTENSIONS OF COVERAGE

All coverage extensions are subject to the terms, conditions and exclusions of the policy except insofar as they are explicitly providing additional coverage.

1. PERSONAL EFFECTS

This Policy is extended to cover only such personal effects and wearing apparel of any of the officials, employees, students and personal effects of the Named Insured named in this Policy for which the Named Insured may elect to assume liability while located in accordance with the coverage hereof, but loss, if any, on such property shall be adjusted with and payable to the Named Insured.

2. PROPERTY IN COURSE OF CONSTRUCTION AND ADDITIONS

It is understood and agreed that as respects course of construction projects and additions, this Policy will provide automatic coverage subject to the following conditions:

a. Project involves only real property on new or existing locations (excluding dams, roads, and bridges)

b. Value of the project at the location does not exceed USD as per Declaration Page. Projects that exceed this amount are subject to underwriting approval prior to binding. However, inadvertent failure to report projects within USD as per Declarations Page shall not void coverage of said Project.

Additional Expense Soft Cost: This coverage applies to new buildings or structures in the course of construction up to the time that the new building (s) or structure (s) is initially occupied or put to its intended use whichever occurs first.

The Company will cover the additional expenses of the Named Insured as defined below for up to 25% of the estimated completed value of the project which results from a delay in the completion of the project beyond the date it would have been completed had no loss or damage occurred. The delay must be due to direct physical loss or damage to property insured and be caused by or result from a peril not excluded by this Policy. The Company will pay covered expenses when they are incurred.

a. Additional Interest Coverage – The Company will pay the additional interest on money the Named Insured borrows to finance construction or repair.

b. Rent or Rental Value Coverage – The Company will pay the actual loss of net rental income that results from delay beyond the projected completion date.

But the Company will not pay more than the reduction in rental income less charges and expenses that do not necessarily continue.

c. Additional Real Estate Taxes or Other Assessments – The Company will pay the additional real estate taxes or other assessments the Named Insured incurs for the period of time that construction is extended beyond the completion date.

d. Additional Advertising and Promotional Expenses – The Company will pay the additional advertising and promotional expense that becomes necessary as a result of a delay in the completion of the project.

e. Additional Commissions Expense – The Company will pay the additional expenses, which result from the renegotiating of leases following an interruption in the project.

f. Additional Architectural and Engineering Fees – The Company will pay the additional architectural and engineering fees that become necessary as a result of a delay in the completion of the project.

g. Additional License and Permit Fees – The Company will pay the additional license and permit fees that become necessary as a delay in the completion of the project.

h. Legal and Accounting Fees – The Company will pay the additional legal and accounting fees the Named Insured incurs as a result of a delay in the completion of the project.

3. FIRE FIGHTING EXPENSES

It is understood and agreed that the Company shall be liable for the actual charges of fire fighting expenses including but not limited to those charged by municipal or private fire departments responding to and fighting fire in / on, and/or protecting property included in coverage provided by this Policy.

4. OFF PREMISES SERVICES INTERRUPTION

It is understood and agreed that coverage under this Policy is extended to include physical damage, business interruption loss and/or extra expense incurred and/or sustained by the Named Insured as a result of physical damage to or destruction of by the perils insured against occurring during the policy period of any suppliers furnishing heat, light, power, gas, water, telephone or similar services to an Named Insured's premises. The coverage provided by this clause is sub-limited to USD as per Declaration Page, and Section 1 (General Provisions) of this form.

5. ARCHITECTS AND ENGINEERS FEES AND LOSS ADJUSTMENT EXPENSES

This Policy also insures as a direct result of physical loss or damage insured hereunder, any of the following:

a. Architects and engineers fees

b. Loss adjustment expenses including, but not limited to, auditors, consultants and accountants. However the expenses of public adjusters are specifically excluded.

6. EXPEDITING EXPENSES

In the event of physical loss or damage insured hereunder, it is understood and agreed that coverage under this Policy includes the reasonable extra cost of temporary repair and of expediting the repair of such damaged property of the Named Insured, including overtime and the extra costs of express or other rapid means of transportation. This coverage provided by this clause is sub-limited to USD as per the Declaration Page.

7. DEBRIS REMOVAL

This Policy also covers expenses incurred in the removal of debris of the property covered hereunder from the premises of the Named Insured that may be destroyed or damaged by a covered peril(s). This debris removal coverage does not apply to the cost to extract pollutants from land or water, or to remove, restore or replace polluted land or water.

8. BUILDING LAWS

This Policy is extended to include physical damage, business interruption loss, loss of interest and/or extra expense incurred and/or sustained by the Named Insured as a result of physical damage to or destruction of property, by the perils insured against occurring during the policy period and occasioned by the enforcement of any local or state ordinance or law regulating the construction, repair or demolition of buildings or structures, which is in force at the time such a loss occurs, which necessitates the demolition of any portion of the covered building not damaged by the covered peril(s).

The Company shall also be liable for loss due to the additional period of time required for repair or reconstruction in conformity with the minimum standards of such ordinance or law of the building(s) described in this Policy damaged by a covered peril.

The Company shall not be liable under this clause for more than the limit of liability as shown elsewhere in this Policy.

9. DEMOLITION COST

In the event of physical damage to property insured by a covered peril, this policy is extended to cover the cost of demolishing any undamaged portion of the covered property including the cost of clearing the site thereof, caused by loss from any covered peril(s) under this Policy and resulting from enforcement of any local or state ordinance or law regulating the construction, repair or demolition of buildings or structures and in force at the time of loss which necessitates such demolition.

10. INCREASED COST OF CONSTRUCTION

In the event of physical damage to property insured by a covered peril this Policy is extended to cover the increased cost of repair or replacement occasioned by the enforcement of any local or state ordinance or law including written guidelines used by the department of corrections in any state regulating the construction, repair or demolition of buildings or structures, which is in force at the time such a loss occurs

or which comes into force within 6 months after such a loss occurs, which necessitates in repairing or replacing the building covered hereunder which has suffered damage or destruction by the covered peril(s) or which has undergone demolition, limited, however, to the minimum requirements of such ordinance or law.

11. ERRORS & OMISSIONS

No unintentional errors or unintentional omissions in description, location of property or valuation of property will prejudice the Named Insured's right of recovery but will be reported to the Company as soon as practicable when discovered. The coverage provided by this clause is sub-limited to USD as per Declaration Page, and Section 1 (General Provisions) Clause E of this form. This extension does not increase any more specific limit stated elsewhere in this policy or Declarations.

12. ANIMALS

This policy is extended to cover retraining expenses associated with the loss of specially trained animals. Re-training expenses are included within the sub-limit provided, unless otherwise scheduled.

13. VALUABLE PAPERS

This policy is extended to cover Valuable Papers or the cost to reconstruct valuable papers (including but not limited to research, redrawing or duplicating) physically lost or damaged by a peril insured against during the term of this Policy.

14. TRANSIT

This policy is extended to cover Personal Property of the Named Insured or property held by the Named Insured in trust or on commission or on consignment for which the Named Insured may be held legally liable while in due course of transit, worldwide, against all risks of Direct Physical Loss or Damage not excluded by this Policy to the property insured occurring during the period of this Policy.

The coverage provided by this clause is sub-limited to USD as per Declaration Page, and Section 1 (General Provisions) Clause E of this form.

15. ASBESTOS CLEAN UP AND REMOVAL

This policy specifically excludes asbestos materials clean-up or removal, unless asbestos is itself damaged by a peril covered by this policy, then asbestos clean up or removal within the damaged area, and applicable time element coverages, will be covered by this policy.

In no event will coverage be extended to cover undamaged asbestos, including undamaged asbestos in any portion of the building mandated by any governmental direction or request declaring that asbestos material present in any undamaged portion of the Named Insured's property must be removed or modified, or;

any loss or expense including investigation or defense costs, caused by, resulting from, or arising out of asbestos, exposure to asbestos, or any product containing asbestos, or;

any loss or expense normally provided by demolition, increased cost or building ordinance.

The Named Insured must report to Underwriters the existence of the damage as soon as practicable after the loss. However, this Policy does not insure any such damage first reported to the Underwriters more than 36 (thirty six) months after the expiration, or termination, of this policy.

16. PROTECTION AND PRESERVATION OF PROPERTY

In the event of loss likely to be covered by this Policy, the Named Insured shall endeavor to protect covered property from further damage and shall separate the damaged and undamaged personal property and store in the best possible order, and shall furnish a complete inventory of the destroyed, damaged and undamaged property to the Insurer.

In case of actual or imminent physical loss or damage of the type insured against by this Policy, the expenses incurred by the Named Insured in taking reasonable and necessary actions for the temporary protection and preservation of property insured hereunder shall be added to the total physical loss or damage otherwise recoverable under the Policy and be subject to the applicable deductible and without increase in the limit provisions contained in this Policy.

17. LEASEHOLD INTEREST

In the event of physical loss or damage of the type insured against by this Policy to real property of the type insured this Policy, which is leased by the Named Insured, this Policy is extended to cover:

(1) If as a result of such loss or damage the property becomes wholly untenantable or unusable and the lease agreement requires continuation of the rent, the Company shall indemnify the Named Insured for the actual rent payable for the unexpired term of the lease; or

(2) If as a result of such loss or damage the property becomes partially untenantable or unusable and the lease agreement requires continuation of the rent, the Company shall indemnify the Named Insured for the proportion of the rent applicable thereto; or

(3) If as a result of such loss or damage the lease is cancelled by the lessor pursuant to the lease agreement or by operation of law, the Company shall indemnify the Named Insured for its Lease Interest for the first three months following such loss or damage and for its Net Lease Interest for the remaining unexpired term of the lease;

provided, however, that the Company shall not be liable for any increase in the amount recoverable hereunder resulting from the suspension, lapse or cancellation of any license, or from the Named Insured exercising an option to cancel the lease; or from any act or omission of the Named Insured which constitutes a default under the lease; and provided further that the Named Insured shall use any suitable property or service owned or controlled by the Named Insured or obtainable from another source to reduce the loss hereunder.

The following definitions shall apply to this coverage:

(1) Lease Interest means the excess rent paid for the same or similar replacement property over actual rent payable plus cash bonuses or advance rent paid

(including any maintenance or operating charges) for each month during the unexpired term of the Named Insured's lease.

(2) Net Lease Interest means that sum which placed at 8% interest compounded annually would equal the Lease Interest (less any amounts otherwise payable hereunder).

18. AUTOMATIC ACQUISITION AND REPORTING CONDITIONS

This Policy is automatically extended to insure additional property and/or interests as described in this Policy, which may be acquired or otherwise become at the risk of the Named Insured during the Policy Term, within the United States of America, subject to the values of such additional property and/or interests not exceeding USD25,000,000 or Named Insured's Policy Limit of Liability if less than USD25,000,000 any one acquisition. Additionally a sub-limit of $2,500,000 applies to Tier 1 Wind counties, parishes and independent cities for 60 days for the states of Virginia, North Carolina, South Carolina, Georgia, Alabama, Mississippi, Louisiana, Texas and/or situated anywhere within the states of Florida and Hawaii.

If Flood coverage is purchased for all scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V. In the event that coverage for Flood for any location situated in Flood Zones A or V is required, it is to be agreed by the Company prior to attachment hereunder.

This coverage extension does not apply to the peril of Earthquake Shock in the States of California, or Alaska except as follows:

(1) At Policy annual inception, for those Named Insureds that purchase the earthquake shock peril only, per the sub-limit that appears on the Declaration Page, automatic coverage applies for the peril of earthquake shock for a period of 30 days from date of contractual requirement by any bond, certificate of participation or any similar investment, for any new locations where there is such a contractual requirement to provide earthquake shock coverage. Otherwise there is no Automatic Coverage for Earthquake Shock for any other new locations in California or Alaska.

In the event of coverage being required for additional property and/or interest where the value exceeds USD25,000,000 or Named Insured's Policy Limit of Liability if less than USD25,000,000 any one acquisition details of said property and/or interest are to be provided to the Company for its agreement not later than one hundred twenty (120) days from the date of the said additional property and/or interest have become at the risk of the Named Insured, this Policy providing coverage automatically for such period of time up to a maximum limit of USD40,000,000 for combustible construction (USD50,000,000 for non-combustible construction).

After the reporting of a location added under automatic acquisition, the Company retains the right to determine acceptability of all such property(ies). Additional premium will be calculated from the date of acquisition, if values are in excess of USD25,000,000.

In the event that the Named Insured fails to comply with the above reporting provision, then coverage hereunder is sub-limited to USD25,000,000 any one occurrence.

Additional, or return premium due for endorsements issued during the policy term,

such as those for additions or deletions of values within or greater than as that which is provided in any "Automatic Acquisition sub-limit" (including those for existing Named Insureds or new Named Insureds to the Tribal program) will be processed on a quarterly basis. Issuance of the endorsements and calculation of pro-rata or return premium, for these changes will be processed as of, and at the time of the transaction.

19. MISCELLANEOUS UNNAMED LOCATIONS

Coverage is extended to include property at locations (including buildings, or structures, owned, occupied or which the Named Insured is obligated to maintain insurance) located within the territorial limitations set by this Policy. Coverage provided by this clause is limited to any sub-limit noted on the Declaration Page attached to this form, and by terms and conditions of this policy form. This coverage extension does not apply to the peril of Earthquake in the states of California or Alaska. If Flood coverage is purchased for scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V.

20. ACCIDENTAL CONTAMINATION

This Policy is hereby extended to cover Business Interruption and Property Damage loss as a result of accidental contamination, discharge or dispersal from any source to Covered Property, including expenses necessarily incurred to clean up, remove and dispose of contaminated substances so as to restore the Covered Property to the same condition as existed prior to loss. The coverage provided is sub-limited to USD as per Declaration Page.

If such contamination or dispersal is itself caused by fire, lightning, impact from aircraft, explosion, riot, civil commotion, smoke, collapse, vehicles, windstorm, hail, vandalism, malicious mischief or leakage and accidental discharge from automatic fire protective systems whereupon this extension shall provide coverage up to full limit of liability provided by this Policy.

For the purposes of this Accidental Contamination clause only, the term "Covered Property", as covered by this Policy, is held to include Land (and Land Values) on which Covered Property is located, whether or not the same are excluded by this Policy.

It is further understood and agreed that this coverage clause shall not override anything contained in Asbestos Clean Up and Removal in this Policy.

C. PROPERTY NOT COVERED

Except as for that which may be provided as an Extension of Coverage, this policy does not cover:

1. Aircraft, vehicles, watercraft over 50 feet in length (other than watercraft held for sale by the Named Insured), and rolling stock, except scheduled watercraft, and rolling stock, light rail vehicles, subway trains and related track maintenance vehicles for light rail and subway lines.

2. Standing timber, bodies of water, growing crops.

3. Land, (including land on which covered property is located), and land values (except athletic fields, landscaping, artificial turf, sand traps, tees and greens).

4. Property in due course of ocean marine transit.

5. Shipment by mail after delivery into the custody of the United States Post Office.

6. Power transmission lines, feeder lines and more than 1,000 feet from the premises of the Named Insured unless scheduled and specifically approved by the Company.

7. Underground pipes more than 1,000 feet from the premises of the Named Insured unless scheduled and specifically approved by the Company.

8. Offshore property, oilrigs, underground mines, caverns and their contents. Railroad track is excluded unless values have been reported by the Named Insured.

D. LOSS PAYMENT BASIS / VALUATION

In case of loss to property of a Named Insured covered hereunder, the basis of adjustment shall be as of the time and place of loss as follows:

1. On all real and personal property, including property of others in the care or control of the Named Insured at the replacement cost (as defined below) at the time of the loss without deduction for depreciation. If property is not replaced within a reasonable period of time, then the actual cash value shall apply.

2. On improvements and betterments at the replacement cost at time of loss without deduction for depreciation. If property is not repaired or replaced within a reasonable period of time, then the actual cash value shall apply. If replaced or repaired by others for the use of the Named Insured, there shall be no liability hereunder. The Company agrees to accept and consider the Named Insured as sole and unconditional owner of all improvements and betterments, any contract or lease the Named Insured may have made to the contrary notwithstanding.

3. On manuscripts, mechanical drawings, patterns, electronic data processing media, books of accounting and other valuable papers, the full replacement cost of the property at the time of loss (including expenses incurred to recreate the information lost, damaged or destroyed, except as may be limited by any separate policy provision) or what it would then cost to repair, replace or reconstruct the property with other of like kind and quality. If not repaired, replaced or reconstructed within a reasonable period of time, then not to exceed the cost of blank or unexposed material.

4. On antique, restored or historical buildings, the cost of acquisition, relocation to the site and renovation or reconstruction. In the event of a partial loss, replacement cost for antique, restored or historical buildings shall mean the cost of repairing, replacing, constructing or reconstructing (whichever is less) the property on the same site using materials of like kind and quality necessary to preserve or maintain a buildings' historical significance without deduction for depreciation.

5. On property of others for which the Named Insured is liable under contract or lease agreement the Company's liability in the event of loss is limited to the Named Insured's obligation as defined in said contract or lease agreement but not to exceed the replacement cost.

6. On library contents, at replacement cost, or as follows, whichever is greater:

Category	**Value (per item)**	
Juvenile Materials	USD	49.62
Pamphlets	USD	6.38
Magazines	USD	12.87
Fiction	USD	24.00
Non-Fiction	USD	86.40
Dictionary	USD	125.75
Encyclopedia	USD	300.96
Thesaurus	USD	46.42
Reference (other)	USD	120.77
Abstracts	USD	295.74
Textbook	USD	109.40
Art Books	USD	65.16
Film	USD	290.15
Book/Diskette	USD	109.54
Vinyl Records	USD	87.50
DVD/VHS	USD	58.03
Audio Cassette	USD	31.91
Compact Discs	USD	25.47
CD ROM	USD	41.21
Audio Books	USD	78.05
Medical Atlas	USD	186.47
Technical Law	USD	158.24
Nanotechnology	USD	182.73
Biotechnology	USD	172.90

The above valuation is predicated on the values provided by the Library of Congress Dewey Decimal system and adjusted for inflation.

The figures above do not include the "shelving cost" of each book. Therefore, the formula for adjusting a library contents loss is:

"Number of items in a category that are replaced multiplied by the valuation figure plus associated shelving costs".

The actual cost per item in the final adjustment is to be computed as of the time and place of loss or damage.

7. Animals: The stated value as per schedule on file with the Named Insured.

8. Landscaping, artificial turf, sand traps, tees, putting greens and athletic fields; the actual replacement cost of sod, shrubs, sand, plants and trees; however the Company's liability for replacement of trees, plants and shrubs will be limited to the actual size of the destroyed plant, tree or shrub at the time of the loss up to a maximum size of 25 gallons per item but not to exceed USD 25,000 per item.

   For the purpose of determining coverage under this policy landscaping, trees, plants and shrubs are only insured if their position and planting was undertaken by human agency for cosmetic effect.

The aforementioned valuations shall also be used for the purpose of any minimum earned premium and/or quarterly adjustments incurred.

Wherever the term "actual cash value" is used as respects real property or improvements and betterment's in this clause, or elsewhere herein, it shall mean replacement cost less depreciation.

"Replacement Cost" shall mean the cost of repairing, replacing, constructing or reconstructing (whichever is the least) the property on the same site, using new materials of like kind and quality and for like occupancy without deduction for depreciation, subject to the following:

(i) Until the property is actually repaired, replaced or reconstructed, the maximum amount recoverable shall be the actual cash value of the lost or damaged property;

(ii) Replacement shall be effected by the Named Insured with due diligence and dispatch;

(iii) Replacement need not be on same site, or of same or similar construction or occupancy provided that the Company shall not be liable for any additional costs that are directly attributable to the inclusion of this provision.

(iv.) For historical buildings as more specifically defined in this Section.

(v.) In no event shall the Company's liability exceed the amount actually and necessarily expended in repairing or replacing (whichever is less) Covered Property or any part thereof.

It is understood and agreed that as respects replacement cost, the Named Insured shall have the option of replacement with electrical and mechanical equipment having technological advantages and/or representing an improvement in function and/or forming part of a program of system enhancement provided that such replacement can be accomplished without increasing the Company's liability. The Company shall be allowed to dispose of, as salvage, any non-proprietary property deemed unusable by the Named Insured.

In the event the Named Insured should fail to comply with any of the foregoing provisions settlement shall be made as if this Replacement Cost provision had not been in effect.

SECTION III

BUSINESS INTERRUPTION, EXTRA EXPENSE & RENTAL INCOME

Subject to the terms, conditions and exclusions stated elsewhere herein, this Policy provides coverage for:

A. COVERAGE

1. BUSINESS INTERRUPTION

Against loss resulting directly from interruption of business, services or rental value caused by direct physical loss or damage, as covered by this Policy to real and/or personal property insured by this Policy, occurring during the term of this Policy.

In the event of such loss or damage the Company shall be liable for the actual loss sustained by the Named Insured for gross earnings as defined herein and rental value as defined herein resulting from such interruption of business, services, or rental value; less all charges and expenses which do not necessarily continue during the period of restoration. Due consideration shall be given to the continuation of normal charges and expenses including ordinary payroll expenses to the extent necessary to resume operations of the Named Insured with the same quality of service which existed immediately preceding the loss.

Ordinary payroll means payroll expenses for the Named Insured's employees EXCEPT: officers, executives, department managers, employees under contract, or additional exemptions such as specific job classes or specific employees. Ordinary payroll expenses does include payroll, employee benefits (if directly related to payroll), FICA (employers portion), union dues, and workers' compensation premiums.

With respect to business interruption for power generation facilities, the coverage provided hereunder is sub-limited to USD as per Declaration Page.

2. EXTRA EXPENSE

This Policy is extended to cover the necessary and reasonable extra expenses occurring during the term of this Policy at any location as hereinafter defined, incurred by the Named Insured in order to continue as nearly as practicable the normal operation of the Named Insured's business following damage to or destruction of covered property by a covered peril which is on premises owned, leased or occupied by the Named Insured. In the event of such damage or destruction, the Company shall be liable for such necessary extra expense incurred for only such length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair or replace such part of the property as has been damaged or destroyed commencing with the date of damage or destruction and not limited by the date of expiration of this Policy (hereinafter referred to as the period of restoration).

B. EXTENSIONS OF COVERAGE

1. INGRESS / EGRESS

This Policy is extended to insure the actual loss sustained during the period of time not exceeding 30 days, when as a direct result of physical loss or damage caused by a covered peril(s) specified by this Policy and occurring at property located within a 10 mile radius of covered property, ingress to or egress from the covered property covered by this Policy is prevented. Coverage under this extension is subject to a 24-hour waiting period.

2. INTERRUPTION BY CIVIL AUTHORITY

This Policy is extended to include the actual loss sustained by the Named Insured, as covered hereunder during the length of time, not exceeding 30 days, when as a direct result of damage to or destruction of property by a covered peril(s) occurring at a property located within a 10 mile radius of covered property, access to the covered property is specifically prohibited by order of a civil authority. Coverage under this extension is subject to a 24-hour waiting period.

3. DEMOLITION AND INCREASED TIME TO REBUILD

The Company shall, in the case of loss covered under this Policy, be liable also for loss to the interest covered by the Policy, occasioned by the enforcement of any local or state ordinance or law regulating the construction, repair or demolition of buildings or structures and in force at the time such loss occurs, which necessitates the demolition of any portion of the described building(s) not damaged by the covered peril(s). The Company shall also be liable for loss due to the additional period of time required for repair or reconstruction in conformity with the minimum standards of such ordinance or law of the building(s) described in this Policy damaged by a covered peril.

THE COMPANY SHALL NOT BE LIABLE UNDER THIS CLAUSE FOR:

a. More than the limit of liability as shown elsewhere in this Policy.

b. Any greater proportion of any loss to the interest covered by this Policy than the amount covered under this Policy on said interest bears to the total insurance and coverage on said interest, whether all such insurance contains this clause or not

4. CONTINGENT TIME ELEMENT COVERAGE

Business interruption, rental income, and extra expense coverage provided by this Policy is extended to cover loss directly resulting from physical damage to property of the type not otherwise excluded by this Policy at direct supplier or direct customer locations that prevents a supplier of goods and/or services to the Named Insured from supplying such goods and/or services, or that prevents a recipient of goods and/or services from the Named Insured from accepting such goods and/or services. The coverage provided by this clause separately as respects each of these coverage's is sub-limited to USD as per Declaration Page.

5. TAX REVENUE INTERRUPTION

Except as hereinafter or heretofore excluded, this Policy insures against loss resulting directly from necessary interruption of sales, property or other tax revenue including, but not limited to Tribal Incremental Municipal Services Payments collected by or due the Named Insured caused by damage, or destruction by a peril not excluded from this Policy to property which is not operated by the Named Insured and which wholly or partially prevents the generation of revenue for the account of the Named Insured.

The Company shall be liable for the actual loss sustained for only the length of time as would be required with exercise of due diligence and dispatch to rebuild, replace or repair the contributing property commencing with the date of damage to the contributing property, but not limited by the expiration date of this Policy.

If the Named Insured has reported Tax Revenue Interruption values for which premium has been charged, such loss recovery after deductible shall be limited to whichever is the least of:

1. The sub-limit USD3,000,000 insured on the Policy;
2. The actual loss sustained.
3. The difference in amount between 97.5% of the anticipated revenue and the actual total revenue after the loss.

If the Named Insured has not reported Tax Revenue Interruption values, such loss recovery after deductible shall be limited to whichever is the least of:

1. The actual loss sustained;
2. USD100,000 per occurrence.

DEDUCTIBLE: Each loss or series of losses arising out of one event at each location shall be adjusted separately and from the aggregate amount of all such losses 2.50% of the annual revenue value shall be deducted.

6. EXTENDED PERIOD OF INDEMNITY

Business interruption including rental income, tax interruption, tuition income and extra expense coverage provided by this Policy is extended for the additional length of time required to restore the business of the Named Insured to the condition that would have existed had no loss occurred commencing on either;

a. the date on which the Company's liability would otherwise terminate or;

b. the date on which rebuilding, repairing or replacement of such property as has been lost, damaged or destroyed is actually completed, whichever is later.

The Company's liability shall terminate no later than **180 (one hundred and eighty) days** from the commencement date set forth above, unless a different time period is agreed to by the Company through an endorsement to this policy.

7. EXPENSES TO REDUCE LOSS

This Policy also covers such expenses as are necessarily incurred for the purpose of reducing loss under this section (except incurred to extinguish a fire); but in no event to exceed the amount by which loss is thereby reduced.

C. EXCLUSIONS

1. The Company shall not be liable for any increase of loss which may be occasioned by the suspension, lapse, or cancellation of any lease or license, contract or order, unless such suspension, lapse, or cancellation results directly from the interruption of business caused by direct physical loss or damage covered by this policy and, then the Company shall only be liable for such loss as affects the Named Insured's earnings during and limited to, the period of indemnity covered under this Policy.

2. With respect to loss resulting from damage to or destruction of media for, or programming records pertaining to, electronic data processing or electronically controlled equipment, including data thereon, by the perils insured against, the length of time for which the Company shall be liable hereunder shall not exceed:

   i. Thirty (30) consecutive calendar days or the time required with exercise of due diligence and dispatch to reproduce the data thereon from duplicates or from originals of the previous generation, whichever is less; or,

   ii. the length of time that would be required to rebuild, repair or replace such other property herein described as has been damaged or destroyed, but not exceeding eighteen (18) calendar months, whichever is the greater length of time.

D. CONDITIONS APPLICABLE TO THIS SECTION

If the Named Insured could reduce the loss resulting from the interruption of business:

1. by complete or partial resumption of operation of the property whether or not such property be lost or damaged, or;
2. by making use of merchandise or other property at the Named Insured's location or elsewhere;

such reduction shall be taken into account in arriving at the amount of the loss hereunder.

E. DEFINITIONS

1. GROSS EARNINGS

"Gross Earnings" is defined as the sum of:

a. total net sales and;

b. other earnings derived from the operation of the business

less the cost of;

c. merchandise sold including packaging materials and;

d. materials and supplies consumed directly in supplying the service(s) sold by the Named Insured, and;

e. service(s) purchased from outside (not employees of the Named Insured) for resale that does not continue under contract.

No other cost shall be deducted in determining gross earnings.

In determining gross earnings, due consideration shall be given to the experience of the business before the date of loss or damage and the probable experience thereafter, had no loss occurred.

In the event that Real and/or Personal Property that does not normally produce an income sustain damage covered under this policy, the actual recovery under this policy shall be the continuing fixed charges and expenses directly attributable to such non-productive property.

2. MERCHANDISE

Shall be understood to mean, goods kept for sale by the Named Insured, which are not the products of manufacturing operations conducted by the Named Insured.

3. EXTRA EXPENSE

The term "extra expense", whenever used in this Policy, is defined as the excess (if any) of the total cost incurred during the period of restoration chargeable to the operation of the Named Insured's business over and above the total cost that would normally have been incurred to conduct the business during the same period had no damage or destruction occurred. Any salvage value of property obtained for temporary use during the period of restoration, which remains after the resumption of normal operations, shall be taken into consideration in the adjustment of any loss hereunder.

4. RENTAL VALUE

The term "rental value" is defined as the sum of:

a. the total anticipated gross rental income from tenant occupancy as furnished and equipped by the Named Insured, and;

b. the amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be obligations of the Named Insured, and;

c. the fair rental value of any portion of said property which is occupied by the Named Insured, and;

d. any amount in excess of a., b. and c. (above) which an obligation due under the terms and conditions of any revenue bond, certificate of participation or other financial instrument.

In determining rental value, due consideration shall be given to the experience before the date of loss or damage and the probable experience thereafter had no loss occurred.

5. PERIOD OF RESTORATION

The period during which business interruption and or rental interruption applies will begin on the date direct physical loss occurs and interrupts normal business operations and ends on the date that the damaged property should have been repaired, rebuilt or replaced with due diligence and dispatch, but not limited by the expiration of this policy.

SECTION IV
GENERAL CONDITIONS

A. PERILS COVERED

Subject to the terms, conditions and exclusions stated elsewhere herein, this Policy provides insurance against all risk of direct physical loss or damage occurring during the period of this Policy.

B. EXCLUSIONS

This Policy does not insure against any of the following:

1. Loss or damage caused by or resulting from moths, vermin, termites, or other insects, inherent vice, latent defect, faulty materials, error in design, faulty workmanship, wear, tear or gradual deterioration, rust, corrosion, wet or dry rot, unless physical loss or damage not otherwise excluded herein ensues and then only for such ensuing loss, or damage.

2. Physical loss or damage by normal settling, shrinkage or expansion in building or foundation.

3. Delay or loss of markets (this exclusion shall be inapplicable to the extent inconsistent with any time element coverage provided elsewhere herein).

4. Breakdown or derangement of machinery and/or steam boiler explosion, unless physical loss or damage not otherwise excluded herein ensues and then only for such ensuing loss.

5. Loss or damage caused by or resulting from misappropriation, conversion, inventory shortage, unexplained disappearance, infidelity or any dishonest act on the part of the Named Insured, it's employees or agents or others to whom the property may be entrusted (bailees and carriers for hire excepted) or other party of interest.

6. Loss or damage caused by or resulting from electrical injury or disturbance from artificial causes to electrical appliances, devices of any kind or wiring, unless physical loss or damage not otherwise excluded herein ensues and then only for such ensuing loss. This exclusion does not apply to data processing equipment or media.

7. Loss or damage to personal property resulting from shrinkage, evaporation, loss of weight, leakage, breakage of fragile articles, marring, scratching, exposure to light or change in color, texture or flavor, unless such loss is caused directly by fire or the combating thereof, lightning, windstorm, hail, explosion, strike, riot, or civil commotion, aircraft, vehicles, breakage of pipes or apparatus, sprinkler leakage, vandalism and malicious mischief, theft, attempted theft, flood or earthquake shock. (Earthquake Shock, and Flood, in the states of Alaska or California shall only apply to locations that are scheduled for Earthquake Shock and Flood).

8. Loss or damage caused by rain, sleet or snow to personal property in the open (except in the custody of carriers or bailees for hire).

9. Loss caused directly or indirectly, by:

   a. War, hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack

      i. by any government or sovereign power (de jure or de facto), or by any Authority maintaining or using military, naval or air forces; or
      ii. by military, naval or air forces; or
      iii. by an agent of any such government, power, authority or forces;

   b. any weapon of war employing atomic fission or radioactive force whether in time of peace or war;

   c. insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental Authority or hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

10. Nuclear reaction or nuclear radiation or radioactive contamination from any cause, all whether direct or indirect, controlled or uncontrolled, proximate or remote, or is contributed to or aggravated by a Covered Cause of Loss. However:

   a. If fire not otherwise excluded results, the Company shall be liable for the direct physical loss or damage by such resulting fire, but not including, any loss or damage due to nuclear reaction, nuclear radiation, or radioactive contamination, and

   b. This Policy does insure against physical loss or damage caused by sudden and accidental radioactive contamination, including resultant radiation damage, from material used or stored or from processes conducted on the Named Insured premises, provided that, at the time of such loss or damage, there is neither a nuclear reactor nor any new or used nuclear fuel on the Named Insured premises

11. As respects course of construction, the following exclusions shall apply:

   a. The cost of making good: faulty or defective workmanship, materials, construction and/or design, but this exclusion shall not apply to damage by a peril not excluded resulting from such faulty or defective workmanship, materials, construction and/or design.

   b. The cost of non-compliance of, or delay in completion of contract.

   c. The cost of non-compliance with contract conditions.

   d. Contractors' equipment or tools not a part of or destined to become a part of the installation.

12. Loss or damage caused by Earthquake Shock unless a limit is shown on the Declarations for Earthquake Shock this exclusion will apply.

13. Loss or damage caused by Flood unless a limit is shown on the Declarations for Flood this exclusion will apply.

14. Loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

    a) the recognition, interpretation, calculation, comparison, differentiation, sequencing or processing of data involving one or more dates or times, by any computer system, hardware, program or software, or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Named Insured or not; or

    b) any change, alteration, correction or modification involving one or more dates or times, to any such computer system, hardware, program or software, or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Named Insured or not.

    Except as provided in the next paragraph, this Electronic Date Recognition Clause shall apply regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

    If direct physical loss or damage not otherwise excluded by this Policy results, then subject to all its terms and conditions, this Policy shall be liable only for such resulting loss or damage. Such resulting loss or damage shall not include physical loss or damage to data resulting directly from a) or b) above, nor the cost, claim or expense, whether preventative, remedial, or otherwise, arising out of or relating to any change, alteration, correction or modification relating to the ability of any damaged computer system, hardware, program or software, or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment to recognize, interpret, calculate, compare, differentiate sequence or process any data involving one or more dates or times.

15. Loss or damage in the form of, caused by, arising out of, contributed to, or resulting from fungus, mold(s), mildew or yeast; or any spores or toxins created or produced by or emanating from such fungus, mold(s), mildew or yeast;

    a) fungus includes, but is not limited to, any of the plants or organisms belonging to the major group fungi, lacking chlorophyll, and including mold(s), rusts, mildews, smuts and mushrooms;

    b) mold(s) includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce mold(s);

    c) spores means any dormant or reproductive body produced by or arising or emanating out of any fungus, mold(s), mildew, plants, organisms or microorganisms,

regardless of any other cause or event that contributes concurrently or in any sequence to such loss.

This exclusion shall not apply to any loss or damage in the form of, caused by, contributed to or resulting from fungus, mold(s), mildew or yeast, or any spores or toxins created or produced by or emanating from such fungus, mold(s), mildew or yeast which the Insured establishes is a direct result of a Covered Loss not otherwise excluded by the Policy, provided that such fungus, mold(s), mildew or yeast loss or damage is reported to the Company within twelve months from the expiration date of the Policy. Notwithstanding Section IV, Item R., Other Insurance, coverage provided under this paragraph shall apply as primary. Nothing herein contained shall be held to waive, vary, alter or extend any condition or provision of the policy other than as above stated.

16. Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

17. The following additional exclusions apply to animals covered under this Policy:

    a. Death of any animal(s) from natural causes.

    b. Death of any animal(s) that dies from an unknown cause unless:

        i. upon the death of such animal a post-mortem examination conducted on the animal by a licensed veterinarian, and if
        ii. the veterinarian's post-mortem report shows the cause of death to clearly fall within the coverages of this Policy.

    c. Death of any animal(s) as a result of surgical operation, including inoculation, unless the necessity for same arises from a loss otherwise covered by this Policy.

    d. The death or destruction of any animal(s) caused by, resulting from, or made necessary by physical injury caused by or resulting from the activities of the injured animal or other animals unless such death or destruction is the result of a loss otherwise covered by this Policy.

    e. The death of any animal(s) caused directly or indirectly by the neglect or abuse of the Named Insured, his agent, employees or bailees (carriers for hire excepted) unless such death is a result of a loss otherwise covered by this Policy.

    f. The loss by death of any animal(s) as a result of parturition or abortion.

    g. Loss resulting from depreciation in value caused by any animal(s) covered hereunder becoming unfit for or incapable of filling the function or duties for which it is kept, employed or intended unless such depreciation is a result of a loss otherwise covered by this Policy.

    h. Loss by destruction of any animal(s) on the order of the federal or any state government, or otherwise as a result of having contracted or been exposed to any contagious or communicable disease.

i. The removal or disposal of the remains of any animal(s) or the expense thereof unless such removal or disposal is the result of a loss otherwise covered by this Policy.

j. The loss of any animal(s) that has been unnerved (the term "unnerved" to be considered as meaning the operation of neurotomy for lameness.)

k. Any claim consequent upon delay, deterioration, or loss of use or loss of market arising from an event covered by this Policy.

18. Loss, damage, costs or expenses in connection with any kind or description of seepage and/or pollution and/or contamination, direct or indirect, arising from any cause whatsoever. Except as provided in Section II Property Damage, B. Extension of Coverage, 21. Accidental Contamination.

Nevertheless if fire is not excluded from this Policy and a fire arises directly or indirectly from seepage and/or pollution and/or contamination, any loss or damage covered under this Policy arising directly from that fire shall, (subject to the terms, conditions and limitations of the Policy) be covered.

However, if the covered property is the subject of direct physical loss or damage for which the Company has paid or agreed to pay, then this Policy (subject to its terms, conditions and limitations) insures against direct physical loss or damage to the property covered hereunder caused by resulting seepage and/or pollution and/or contamination.

The Named Insured shall give notice to the Company of intent to claim **NO LATER THAN TWELVE (12) MONTHS AFTER THE DATE OF THE ORIGINAL PHYSICAL LOSS OR DAMAGE.**

Notwithstanding the provisions of the preceding exclusions or any provision respecting seepage and/or pollution and/or contamination, and/or debris removal and/or cost of clean up in the Policy, in the event of direct physical loss or damage to the property covered hereunder, this Policy (subject otherwise to its terms, conditions and limitations, including but not limited to any applicable deductible) also insures, within the sum covered:

(a) expenses reasonably incurred in removal of debris of the property hereunder destroyed or damaged from the premises of the Named Insured; and/or;
(b) cost of clean up at the premises of the Named Insured made necessary as a result of such direct physical loss or damage;

PROVIDED that this Policy does not insure against the costs of decontamination or removal of water, soil or any other substance on or under such premises.

19. **AUTHORITIES EXCLUSION**

Fines, penalties or cost incurred or sustained by the Named Insured or imposed on the Named Insured at the order of any Government Agency, Court or other Authority, in connection with any kind or description of environmental impairment including seepage or pollution or contamination from any cause.

20. The following exclusion applies to Terrorism:

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

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

C. STATUTES

If any of the articles of this Policy conflict with the laws or statutes of any jurisdictions in which this Policy applies this Policy is amended to conform to such laws or statutes.

D. TERRITORIAL LIMITS

This Policy insures Real and Personal Property within the United States of America. Personal Property is extended to Worldwide coverage. The coverage provided by this clause for Personal Property is sub-limited to USD as per Declaration Page.

E. REINSTATEMENT

Any reduction in the amount insured hereunder due to payment of any loss or losses shall be automatically reinstated for the balance of the term of this contract except as respects to the perils of Earthquake Shock and Flood.

F. FREE ON BOARD (F.O.B.) SHIPMENTS

The Company shall be liable for the interest of the Named Insured at sole option of the Named Insured, the interest of the consignee in merchandise, which has been sold by the Named Insured under terms of F.O.B. point of origin or other terms usually regarded as terminating shippers' responsibility short of point of delivery.

G. BREACH OF CONDITIONS

If any breach of a clause, condition or warranty of this Policy shall occur prior to a loss affected thereby under this Policy, such breach shall not void the Policy nor avail the Company to avoid liability unless such breach shall exist at the time of such loss under this contract or Policy, and be a contributing factor to the loss for which claim is presented hereunder, it being understood that such breach of clause or condition is applicable only to the property affected thereby. Notwithstanding the foregoing, if the Named Insured establishes that the breach, whether contributory or not, occurred without its knowledge or permission or beyond its control, such breach shall not prevent the Named Insured from recovering under this Policy.

H. PERMITS AND PRIVILEGES

Anything in the printed conditions of this Policy to the contrary notwithstanding, permission is hereby granted:

1. to maintain present hazards and hazards which are consistent with the current operation of insured facilities;
2. to make additions, alterations, extensions, improvements and repairs, to delete, demolish, construct and reconstruct, and also to include all materials, equipment and supplies incidental to the foregoing operations of the property covered hereunder, while in, on and/or about the premises or adjacent thereto;
3. for such use of the premises as usual and/or incidental to the business as conducted therein and to keep and use all articles and materials usual and/or incidental to said business in such quantities as the exigencies of the business require;

This Policy shall not be prejudiced by:

1. any error in stating the name, number, street, or location of any building(s) and contents covered hereunder, or any error or omission involving the name or title of the Named Insured;
2. any act or neglect of the owner of the building, if the Named Insured hereunder is not the owner, or of any occupant of the within described premises other than the Named Insured, when such act or neglect is not within the control of the Named Insured, named herein; or
3. by failure of the Named Insured to comply with any of the warranties or conditions endorsed hereon in any portion of the premises over which the Named Insured has no control.

I. PROTECTIVE SAFEGUARDS

The Named Insured shall exercise due diligence in maintaining in complete working order all protective safeguard equipment and services.

J. NOTICE OF LOSS

In the event of loss or damage insured against under this Policy, the Named Insured shall give notice thereof to Tribal First, P.O. Box 609015, San Diego, CA 92160, Phone: 858-505-4022, Fax: 619-699-0929, of such loss. Such notice is to be made as soon practicable upon knowledge within the risk management or finance division of the insured that a loss has occurred.

K. ARBITRATION OF VALUE

In case the Named Insured and the Company shall fail to agree as to the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraisers selected. The appraiser shall first select a competent and disinterested umpire, and failing to agree upon such umpire, then, on request of the Named Insured or the Company such umpire shall be selected by judge of a court of record in the state in which the property covered is located.

The appraisers shall as soon as practicable, appraise the loss stating separately the loss of each item and failing to agree, shall submit their differences only to the umpire. An award in writing so itemized, of any two appraisers when filed with the Company shall determine the amount of loss. The party selecting him shall pay each appraiser and the expenses of appraisal and umpire shall be paid by the parties equally.

L. PROOF OF LOSS

The Named Insured shall render a signed and sworn proof of loss as soon as practical after the occurrence of a loss, stating the time, place and cause of loss, the interest of the Named Insured and of all others in the property, the value thereof and the amount of loss or damage thereto.

M. SUBROGATION

In the event of any loss payment under this Policy, the Company, shall be subrogated to all the Named Insured's rights of recovery thereof against any person or organization and the Named Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights.

As respects subrogation it is agreed that, after expenses incurred in subrogation are deducted, the Named Insured and the Company shall share proportionately to the extent of their respective interests as determined by the amount of their net loss. Any amount thus found to be due to either party from the other shall be paid promptly.

Notwithstanding the above wording, the Named Insured has the right to enter into an agreement that releases or waives the Named Insured's right to recovery against third parties responsible for the loss if made before the loss occurred.

N. CANCELLATION

This Policy may be cancelled by the Named Insured at any time by written notice or surrender of this Policy. This Policy may also be cancelled by or on behalf of the Company by delivering to the Named Insured or by mailing to the Named Insured, by registered, certified or other first class mail at the Named Insured's address as shown in this Policy, written notice, not less than ninety (90) days prior to the effective date of cancellation. The mailing of such notice as aforesaid shall be sufficient proof and this Policy and shall terminate at the date and hour specified in such notice. Notwithstanding what has been stated above, however, should this Policy be cancelled for non-payment of assessment, the Company shall only be required to give the Named Insured ten (10) days notice.

If this insurance in total shall be cancelled by the Named Insured, the Company shall retain the customary short rate proportion of the premium hereon. If the Company elects to cancel coverage mid-term, then such cancellation shall be handled on a pro-rata basis without short rate penalty.

In the event of cancellation the aggregate retention and specific limit amount shall be applied pro rata with the balance, if any, to be paid to the Named Insured.

Payment or tender of any unearned premium by the Company shall not be condition precedent to the effectiveness of cancellation but such payment shall be made forthwith.

Cancellation shall not affect coverage on any shipment in transit on date of cancellation. Coverage will continue in full force until such property is safely delivered and accepted at place of final destination.

It is understood and agreed that if the Named Insured cancels this Policy, the Policy is subject to 25% minimum earned premium regardless of the length of time coverage is in force.

O. ABANDONMENT

There shall be no abandonment to the Company of any property.

P. ASSIGNMENT

Assignment or transfer of this Policy shall not be valid except with the written consent of the Company.

Q. SALVAGE

When, in connection with any loss hereunder, any salvage is received prior or subsequent to the payment of such loss, the loss shall be figured on the basis on which it would have been settled had the amount of salvage been known at the time the loss was originally determined. The salvage value will be deducted from the claim or returned to the Company.

R. OTHER INSURANCE

Permission is hereby granted to the Named Insured to carry more specific insurance on any property covered under this Policy. This Policy shall not attach or become insurance upon any property which at the time of loss is more specifically described and covered under any other policy form until the liability of such other insurance has first been exhausted and shall then cover only the excess of value of such property over and above the amount payable under such other insurance, whether collectible or not. This Policy, subject to its conditions and limitations, shall attach and become insurance upon such property as respects any peril not covered by such other insurance and not otherwise excluded herein.

In the event of a loss that is covered by other insurance, wherein this Policy is excess of any amount paid by such other insurer, the other insurance shall be applied to the deductible amount stated elsewhere. Should the amount paid by such other insurance exceed these deductibles, no further deductibles shall be applied under this Policy.

S. EXCESS INSURANCE

Permission is granted for the Named Insured to maintain excess insurance over the limit of liability set forth in this Policy without prejudice to this Policy and the existence of such insurance, if any, shall not reduce any liability under this Policy. Also it is understood and agreed as respects earthquake shock or flood, that in the event of reduction or exhaustion of the aggregate limits of liability under the underlying Policy(s) by reason of loss(es) hereunder, this Policy shall:

1. in the event of reduction, pay out excess of the reduced underlying limit and
2. in the event of exhaustion, continue in force as the underlying Policy.

T. RIGHT TO REVIEW RECORDS FOLLOWING AN INSURED LOSS

The Named Insured as often as may be reasonably required, shall submit and so far as within their power, cause all other persons interested in the property or employees to submit to examination under oath by any person named by the Company relative to any and all matters in connection with a claim, and produce for examination all books of account, bills, invoices and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Company or their representatives and shall permit extracts and copies thereof to be made.

U. CONCEALMENT AND FRAUD

This entire Policy shall be void, if whether before or after a loss, the Named Insured has willfully concealed or misrepresented any material facts or circumstance concerning this Policy of the subject thereof, or the interest of the Named Insured therein, or in case of any fraud or false swearing by the Named Insured relating thereto.

V. FULL WAIVER

The terms and conditions of this form and any approved endorsements, supersede any policy jacket that may be attached hereto.

W. SUIT AGAINST COMPANY

No suit, action or proceeding for the recovery of any claim under this Policy shall be sustainable in any court of law or equity unless the Named Insured shall have complied with all the requirements of this Policy, nor unless the suit is commenced within twelve (12) months after the date that the Company has made its final offer of settlement or denial of the loss. However, that if under the laws of the jurisdiction in which the property is located such limitation is invalid, then any such claims shall be void unless such action, suit or proceedings be commenced within the shortest limit of time permitted by the laws of such jurisdiction.

X. JOINT LOSS ADJUSTMENT – BOILER & MACHINERY

In the event of damage to or destruction of property, at a location designated in this Policy and also designated in a boiler and machinery insurance policy, and there is a disagreement between the Company and the Named Insured with respect to:

(1) Whether such damage or destruction was caused by a peril covered against by this Policy or by an accident covered against by such boiler and machinery insurance policy(ies) or

(2) The extent of participation of this Policy and of such boiler and machinery insurance policy in a loss that is covered against, partially or wholly, by one or all of said policy(ies).

The Company shall, upon written request of the Named Insured, pay to the Named Insured one-half of the amount of the loss which is in disagreement, but in no event more than the Company would have paid if there had been no boiler and machinery insurance policy(ies) in effect, subject to the following conditions:

(1) The amount of loss which is in disagreement after making provisions for any undisputed claims payable under the said policy(ies) and after the amount of the loss is agreed by the Named Insured and the Boiler and Machinery Insurer and the Company is limited to the minimum amount remaining payable under either the boiler and machinery insurance policy(ies).

(2) The boiler and machinery insurer(s) shall simultaneously pay to the Named Insured, one-half of the said amount, which is in disagreement.

(3) The payments by the Company and acceptance of the same by the Named Insured signify the agreement of the Company to submit to and proceed with arbitration within ninety (90) days of such payments:

The arbitrators shall be three (3) in number, one of whom shall be appointed by the boiler insurer(s) and one of whom shall be appointed by the Company hereon and the third appointed by consent of the other two, and the decision by the arbitrators shall be binding on the insurer(s) and the Named Insured and that judgment upon such award may be entered in any court of competent jurisdiction.

(4) The Named Insured agrees to cooperate in connection with such arbitration but not to intervene therein.

(5) This agreement shall be null and void unless the Policy of the boiler and machinery Insurer is similarly endorsed.

In no event shall an Insurer be obligated to pay more than their total single limit.

Y. JOINT LOSS ADJUSTMENT – EXCESS PROPERTY

In the event of damage to or destruction of property at a location designated in this Policy and also designated in an excess insurance policy(ies) and if there is disagreement between the insurers with respect to:

(1) whether such damage or destruction was caused by a single event or by multiple events or;

(2) the extent of participation of this Policy and any excess insurance policy in a loss covered against partially or wholly, by one of said Policy or policy(ies).

The Company shall, upon written request of the Named Insured, pay to the Named Insured one-half of the amount of the loss which is in disagreement, but in no event more than the Company would have paid if there had been no excess insurance or policy(ies) in effect, subject to the following conditions:

(1) the amount of loss which is in disagreement after making provisions for any undisputed claims payable under the said policy(ies) and after the amount of the loss is agreed by the Named Insured and the Company is limited to the minimum amount remaining payable under either the primary insurance policy or excess insurance policy(ies);

(2) the excess insurers shall simultaneously pay to the Named Insured one-half of the said amount which is in disagreement; and,

(3) the payments by the Company hereunder and acceptance of the same by the Named Insured signify the agreement of the Company to submit to and proceed with arbitration within ninety (90) days of such payments.

The arbitrators shall be three (3) in number, one of whom shall be appointed by the excess insurer(s) and one of whom shall be appointed by the Company and the third appointed by consent of the other two, and the decision by the arbitrators shall be binding on the Company and the Named Insured, and that judgment upon such award may be entered in any court of competent jurisdiction.

(4) The Named Insured agrees to cooperate in connection with such arbitration but not to intervene therein.

Z. LENDER'S LOSS PAYABLE

The following provisions (or equivalent) apply as required by "mortgages" and "lenders" to whom certificates of coverage have been issued.

1. Loss or damage, if any, under this policy, shall be paid to the Payee named on the first page of this policy, its successors and assigns, hereinafter referred to as "the Lender," in whatever form or capacity its interests may appear and whether said interest be vested in said Lender in its individual or in its disclosed or undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said Lender.

2. The insurance under this policy, or any rider or endorsement attached thereto, as to the interest only of the Lender, its successors and assigns, shall not be invalidated nor suspended: (a) by any error, omission, or change respecting the ownership, description, possession, or location of the subject of the insurance or the interest therein, or the title thereto; (b) by the commencement of foreclosure proceedings or the giving of notice of sale of any of the property covered by this policy by virtue of any mortgage or trust deed; (c) by any breach of warranty, act, omission, neglect, or non-compliance with any of the provisions of this policy, including any and all riders now or hereafter attached thereto, by the Named Insured, the borrower, mortgagor, trustor, vendee, owner, tenant, warehouseman, custodian, occupant, or by the agents of either or any of them or by the happening of any event permitted by them or either of them, or their agents, or which they failed to prevent, whether occurring before or after the attachment of this endorsement, or whether before or after a loss, which under the provisions of this policy of insurance or of any rider or endorsement attached thereto would invalidate or suspend the insurance as to the Named Insured, excluding here from, however, any acts or omissions of the Lender while exercising active control and management of the property.

3. In the event of failure of the Named Insured to pay any premium or additional premium which shall be or become due under the terms of this policy or on account of any change in occupancy or increase in hazard not permitted by this policy, the Company agrees to give written notice to the Lender of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lender hereunder that the Lender when so notified in writing by this Company of the failure of the Named Insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefore. If the Lender shall decline to pay said premium or additional premium, the rights of the Lender under this Lender's Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lender.

4. Whenever the Company shall pay to the Lender any sum for loss or damage under this policy and shall claim that as to the Named Insured no liability therefore exists, the Company, at its option, may pay to the Lender the whole principal sum and interest and other indebtedness due or to become due from the Named Insured, whether secured or unsecured, (with refund of all interest not accrued), and the Company, to the extent of such payment, shall thereupon receive a full assignment and transfer, without recourse, of the debt and all rights and securities held as collateral thereto.

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

For covered property in which both insured and a Loss Payee shown in the Schedule or in the Declaration Page have an insurable interest, the Company will:

1. Adjust losses with the Named Insured; and

2. Pay any claim for loss or damage jointly to the Named Insured and the Loss Payee, as interests may appear.

B. LENDER'S LOSS PAYABLE

1. The Loss Payee shown in the Schedule or in the Declaration Page is a creditor, including a mortgage holder or trustee, whose interest in Covered Property is established by such written instruments as:

   a. Warehouse receipts;
   b. A contract for deed;
   c. Bills of lading;
   d. Financing statements; or
   e. Mortgages, deeds of trust or security agreements.

2. For Covered Property in which both the Named Insured and a Loss Payee have an insurable interest:

   a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
   b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
   c. If the Company deny the Named Insured claim because of the insured act or because the Named Insured have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:

      (1) Pays any premium due under this Coverage Part at our request if the Named Insured have failed to do so;
      (2) Submits a signed, sworn proof of loss within 90 days after receiving notice from us of the Named Insured failure to do so; and
      (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

   All of the terms of this Coverage Part will then apply directly to the Loss Payee.

   d. If the Company pays the Loss Payee for any loss or damage and deny payment to the Named Insured because of the Named Insured acts or because the Named Insured have failed to comply with the terms of this Coverage Part:

      (1) The Loss Payee's rights will be transferred to us to the extent of the amount the Company pays; and
      (2) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, the Company may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, the Named Insured will pay the insured remaining debt to us.

3. If the Company cancels this policy, the Company will give written notice to the Loss Payee at least:

   a. Ten (10) days before the effective date of cancellation if the Company cancels for the insured non-payment of premium; or
   b. Thirty (30) days before the effective date of cancellation if the Company cancels for any other reason.

4. If the Company elects not to renew this policy, the Company will give written notice to the Loss Payee at least ten (10) days before the expiration date of this policy.

C. CONTRACT OF SALE

1. The Loss Payee shown in the Schedule or in the Declaration Page is a person or organization the Named Insured have entered a contract with for the sale of Covered Property.
2. For Covered Property in which both the Named Insured and the Loss Payee have an insurable interest the Company will:
   a. Adjust losses with the Named Insured; and
   b. Pay any claim for loss or damage jointly to the Named Insured and the Loss Payee, as interests may appear:
3. The following is added to the OTHER INSURANCE Condition:

   For Covered Property that is the subject of a contract of sale, the word "the Named Insured" includes the Loss Payee.

AC. ELECTRONIC DATA

1. Electronic Data Exclusion

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

a) This Policy does not insure, loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced

unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

b) However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this Policy, subject to all its terms, conditions and exclusions will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils
Fire
Explosion

2. Electronic Data Processing Media Valuation

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

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost to repair, replace or restore such media to the condition that existed immediately prior to such loss or damage, including the cost of reproducing any ELECTRONIC DATA contained thereon, providing such media is repaired, replaced or restored. Such cost of reproduction shall include all reasonable and necessary amounts, not to exceed USD10,000,000 any one loss, incurred by the Named Insured in recreating, gathering and assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Named Insured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

AD. LOSS ADJUSTMENT SERVICES

Crawford & Company, 3050 Saturn Street #200, Brea, California, 92821, is hereby authorized to represent the Company in the investigation and adjustment of any loss or damage under this Policy at the expense of the Company and without regard to the amount of loss or damage and/or applicable deductible if any.

However, the Company reserves the right to utilize other adjusting firms if and when they feel it necessary.

AE. SERVICE OF SUIT (U.S.A.)

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Named Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon:

FLWA Service Corp, c/o Foley and Lardner LLP, 555 California Street, Suite 1700, San Francisco, CA 94104-1520 (applicable to all markets except as noted below) and that in any

suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Named Insured (or Reinsured) to give a written undertaking to the Named Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Named Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

AF. DEFINITIONS:

1. OCCURRENCE

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

a. Windstorm

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

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

b. Flood

Each loss by flood shall constitute a single loss hereunder.

1. If any flood occurs within a period of the continued rising or overflow of any river(s) or stream(s) and the subsidence of same within the banks of such river(s) or stream(s); or

2. If any flood results from any tidal wave or series of tidal waves caused by any one disturbance;

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

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

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

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

1. overflow of inland or tidal water;

2. unusual and rapid accumulation or run off of surface waters from any natural source.

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

The definition of flood does not include ensuing loss or damage by fire, explosion or sprinkler leakage.

c. **Flood Zone A and V**

Flood zones A and V as referenced in this policy is defined by FEMA as being inclusive of all 100 year high risk flood areas. A one-hundred-year flood is a flood event that has a 1% probability of occurring in any given year..

d. Earthquake Shock

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

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

In the event of there being a difference of opinion between the Named Insured and the Company as to whether or not all earthquake shock losses sustained by

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

The term earthquake shock is defined as: earth movement meaning natural faulting of land masses, but not including subsidence, landslide, rock slide, earth rising, earth sinking, earth shifting or settling unless as a direct result of such earth movement. The definition of earthquake shock does not include ensuing loss or damage by fire, explosion or sprinkler leakage. Further Earthquake Sprinkler Leakage is covered outside of the "Earthquake Shock" definition and subject to the basic peril deductible.

2. PERSONAL PROPERTY OF OTHERS

Means, any property (other than real property) belonging to others for which a Named Insured has assumed liability. This includes but is not limited to:

- Articles of Clothing
- Jewelry
- Sound Equipment
- Fine Arts (up to the sub-limit of unscheduled fine arts)
- EDP Media & Hardware
- Valuable Papers
- Portable Electronic Equipment
- Employee Tools

3. IMPROVEMENTS AND BETTERMENTS

Means, additions or changes made by a Named Insured / lessee at their own expense to a building they are occupying that enhance the building's value.

4. VALUABLE PAPERS AND RECORDS

Means, all inscribed, printed, or written; documents, manuscripts or records; including but not limited to abstracts, books, deeds, drawing, films, maps, or mortgages. Valuable Papers are not money, securities, stamps or converted data program or instructions used in the Named Insured's data processing operations including the materials on which data is recorded.

5. TIER I WINDSTORM COUNTIES

State	Tier I Counties, Parishes or Independent Cities
Alabama	Baldwin, Mobile
Florida	Entire State, All Counties
Georgia	Bryan, Camden, Chatham, Glynn, Liberty, McIntosh,
Hawaii	Entire State, All Counties
Louisiana	Assumption, Calcasieu, Cameron, Iberia, Jefferson, Lafourche, Livingston, Orleans, Plaquemines, St. Bernard, St. Charles, St. James, St. John the Baptist, St. Mary, St. Tammany, Tangipahoa, Terrebonne, Vermilion
Mississippi	Hancock, Harrison, Jackson
North Carolina	Beaufort, Bertie, Brunswick, Camden, Carteret, Chowan, Columbus, Craven, Currituck, Dare, Hyde, Jones, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrell, Washington
South Carolina	Beaufort, Berkley, Charleston, Colleton, Georgetown, Horry, Jasper
Texas	Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Harris (entire County), Jackson, Jefferson, Kenedy, Kleberg, Liberty, Matagorda, Newton, Nueces, Orange, Refugio, San Patricio, Victoria, Willacy
Virginia	Accomack, Charles City, Chesapeake City, Gloucester, Hampton City, Isle of Wight, James City, Lancaster, Mathews, Middlesex, New Kent, Newport News, Norfolk City, Northampton, Northumberland, Poquoson City, Portsmouth City, Prince George, Suffolk City, Sussex, Surry, Virginia Beach City, Westmoreland, Williamsburg City, York

6. RESIDENTIAL/HABITATIONAL

The term residential/habitational with respects to deductibles is defined as: single family dwellings, duplexes, four-plexes, apartment buildings, or any other structure that is currently being used as the aforementioned occupancies. However, single family dwellings, duplexes, four-plexes, and apartment buildings that are not currently being used primarily as a residence will not be considered residential/habitational. Additionally, nursing homes, battered family shelters, youth centers, dormitories, and other occupancies that are business related will not be considered residential/habitational.

AG. ADDITIONAL INSURED'S / LOSS PAYEES

It is hereby understood and agreed that the interest of Additional Insured's and/or Loss Payees is automatically included, as per schedule held on file with Tribal First.

SECTION V

FINE ARTS FLOATER

A. COVERAGE

This policy insures against all risks of physical loss of or damage except as hereafter excluded occurring during the policy period to fine arts, which are the property of the Named Insured or the property of others in the custody or control of the Named Insured while on exhibition or otherwise within the limits of the United States.

If any of the property covered by this Section is also covered under any other provisions of the Policy of which this Section is made a part, those provisions are hereby amended to exclude such property, the intent being that the coverage under this Section is the sole coverage on such property.

1. PROPERTY COVERED

Objects of art of every kind and description, and property incidental thereto, which are the property of the Named Insured, or the property of others in the custody and control of the Named Insured, or in transit at the Named Insured's risk, and property in which the Named Insured shall have a fractional ownership interest which are owned by or have been leased, loaned, rented or otherwise made available to the Named Insured. "Property" shall mean paintings, drawings, etchings, prints, rare books, manuscripts, rugs, tapestries, furniture, pictures, bronzes, potteries, porcelains, marbles statuary and all other bonafide works of art and other objects of rarity, historic value, cultural interest or artistic merit, which are part of the collections of the Named Insured, or in the care, custody or control of the Named Insured, and their frames, glazing and shadow boxes.

2. "WALL TO WALL" ("NAIL TO NAIL") COVERAGE

This Section covers the Named Insured's property on a "Wall to Wall" ("Nail to Nail") basis, or domicile to domicile basis, as applicable, from the time said property is removed from its normal repository incidental to shipment until returned thereto or other point designated by the owner or owner's agent prior to return shipment, including while in transit to or from points of consolidation or deconsolidation, packing, repacking or unpacking, while at such locations during such processes or awaiting shipment.

Coverage shall terminate upon arrival of the covered property at the final destination designated by the owner or owner's agent, or upon expiration of this Policy, whichever may occur first, except that expiration of this Policy shall not prejudice coverage of any risk then in transit.

B. EXCLUSIONS

1. Loss or damage occasioned by: wear and tear, gradual deterioration, insects, vermin, inherent vice or damage sustained due to and resulting from any repairing, restoration or retouching process;

2. Loss or damage caused by or resulting from:

a. War, hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack;

i. by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or
ii. by military, naval or air forces; or
iii. by an agent of any such government, power, authority or forces;

b. Any weapon of war employing atomic fission or radioactive force whether in time of peace or war;

c. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

3. Nuclear reaction or nuclear radiation or radioactive contamination from any cause, all whether direct or indirect, controlled or uncontrolled, proximate or remote, or is contributed to or aggravated by a Covered Cause of Loss. However:

a. If fire not otherwise excluded results, the Company shall be liable for the direct physical loss or damage by such resulting fire, but not including, any loss or damage due to nuclear reaction, nuclear radiation, or radioactive contamination, and

b. This Policy does insure against physical loss or damage caused by sudden and accidental radioactive contamination, including resultant radiation damage, from material used or stored or from processes conducted on the Insured premises, provided that, at the time of such loss or damage, there is neither a nuclear reactor nor any new or used nuclear fuel on the Named Insured premises.

4. Any dishonest, fraudulent or criminal act by the Named Insured, a partner therein or an officer, director, employee or trustee thereof, whether acting alone or in collusion with others.

For the purpose of this exclusion an act of vandalism or malicious damage by an employee shall not constitute a dishonest, fraudulent or criminal act.

C. LOSS PAYMENT BASIS / VALUATION

The valuation of each article of property covered by this Section shall be determined as follows:

a. Property of the Named Insured shall be covered for and valued at the current fair market value of each article indicated on the books and records of the Named Insured prior to loss, according to the Named Insured's valuation of each object covered.

b. Property of others loaned to the Named Insured and for which the Named Insured may be legally liable, or which the Named Insured has been instructed to insure, shall be covered for and valued at the amount agreed upon for each article by the Named Insured and owner(s) as recorded on the books and records of the Named Insured prior to loss.

c. Otherwise, in the absence of recorded current fair market values or agreed values for each article covered, the Company shall not be liable beyond the fair market value of the property at the time any loss or damage occurs. Said value shall be ascertained by the Named Insured and the Company or, if they differ, then the amount of value or loss shall be determined as provided in the following appraisal clause.

D. SPECIAL CONDITIONS

1. Misrepresentation and Fraud: This entire Section shall be void if, whether before or after a loss, the Named Insured has concealed or misrepresented any material fact or circumstance concerning this Policy or the subject thereof, or the interest of the Named Insured therein, or in case of any fraud or false swearing by the Named Insured relating thereto.

2. Notice of Loss: The Named Insured shall as soon as practicable report in writing to the Company or its agent every loss, damage or occurrence which may give rise to a claim under this Section and shall also file with the Company or its agent within ninety (90) days from the date of discovery of such loss, damage or occurrence, a detailed sworn proof of loss.

3. Examination under Oath: The Named Insured, as often as may be reasonably required, shall exhibit to any person designated by the Company all that remains of any property herein described, and shall submit, and insofar as is within its power cause its employees, Named Insured and others to submit to examination under oath by any person named by the Company and subscribe the same; and, as often as may be reasonably required, shall produce for examination all writings, books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Company or its representative and shall permit extracts and copies thereof to be made. No such examination under oath or examination of books or documents, nor any act of the Named Insured or any of its employees or representatives in connection with the investigation of any loss or claim hereunder, shall be deemed a waiver of any defense which the Named Insured might otherwise have with respect to any loss or claim, but all such examinations and acts shall be deemed to have been made or done without prejudice to the Company's liability.

4. Settlement of Loss: All adjusted claims shall be paid or made good to the Named Insured within sixty (60) days after presentation and acceptance of satisfactory proof of interest and loss at the office of the Company. No loss shall be paid or made good if the Named Insured has collected the same from others.

5. No Benefit to Bailee: This Section shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

6. Subrogation or Loan: If in the event of loss or damage the Named Insured shall acquire any right of action against any individual, firm or corporation for loss of, or damage to, property covered hereunder, the Named Insured will, if requested by the Company, assign and transfer such claim or right of action to the Company or, at the Company's option, execute and deliver to the Company the customary form of loan receipt upon receiving an advance of funds in respect of the loss or damage; and will subrogate the Company to, or will hold in trust for the Company, all such rights of action to the extent of the amount paid or advanced, and will permit suit to be brought in the Named Insured's name under the direction of and at the expense of the Company.

7. Loss Clause: Any loss hereunder shall not reduce the amount of this Section, except in the event of payment of claim for total loss of an item specifically scheduled hereon.

8. Protection and Preservation of Property: In case of actual or imminent physical loss or damage of the type insured against by this Policy, the expenses incurred by the Named Insured in taking reasonable and necessary actions for the temporary protection and preservation of property insured hereunder shall be added to the total physical loss or damage otherwise recoverable under the Policy and be subject to the applicable deductible and without increase in the limit provisions contained in this Policy.

9. Appraisal: If the Named Insured and the Company fail to agree as to the amount of loss, each shall on the written demand of other, made within sixty (60) days after receipt of proof of loss by the Company, select a competent and disinterested appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen (15) days to agree upon such umpire, then on the request of the Named Insured or the Company, such umpire shall be selected by a judge of a court of record in the state in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the fair market value at the time of loss and the amount of loss, and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The Named Insured and the Company shall each pay their chosen appraiser and shall bear equally the other expenses of the appraisal and umpire. The Named Insured shall not be held to have waived any of its rights by any act relating to appraisal.

10. Civil Authority: Property covered under this Section against the peril of fire is also covered against the risk of damage or destruction by Civil authority during a conflagration and for the purpose of retarding the same; provided that neither such conflagration nor such damage or destruction is caused or contributed to by a peril otherwise excluded herein.

11. Changes: Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Section or stop the Named Insured from asserting any right under the terms of this Section, nor shall the terms of this Section be waived or changed except by endorsement issued to form a part of this Section.

12. Additional Covered Party(ies): Corporations, associations, firms, institutions, museums, persons and others who own or control collections, objects or articles who make them available to the Named Insured, and temporary borrowers or custodians (but not carriers, packers or shippers) of property covered, are additional Insured(s) hereunder, but only as respects coverage afforded to said Named Insured's property.

13. Packing: It is agreed by the Named Insured that the property covered hereunder be packed and unpacked by competent packers.

14. Other Insurance: This fine arts floater Section is excess coverage over any other valid and collectible insurance which may apply to any objects of art for which coverage would apply under this Policy.

15. Pair And Set: In the event of the total loss of any article or articles which are a part of a set, the Company agrees to pay the Named Insured the full amount of the value of such set and the Named Insured agrees to surrender the remaining article or articles of the set to the Company.

SECTION VI

MOBILE / CONTRACTORS EQUIPMENT

A. COVERAGE

This Policy insures only contractor's equipment, whether self propelled or not, including equipment thereof while attached thereto or located thereon, such as bulldozers, drag lines, power shovels, derricks, drills, concrete mixers and other machinery of a similar nature and not subject to motor vehicle registration.

If any of the property covered by this Section is also covered under any other provisions of the Policy of which this Section is made a part, those provisions are hereby amended to exclude such property, the intent being that the coverage under this Section is the sole coverage on such property.

B. PERILS EXCLUDED

This Section insures against all risks of direct physical loss or damage occurring during the policy period to the above described property from any external cause except as provided below.

1. Loss or damage due to wear, tear, rust, corrosion, latent defect, mechanical breakage or improper assemblage.

2. Loss or damage due to the weight of the load imposed on the machine exceeding the capacity for which such machine was designed.

3. Loss or damage to crane or derrick boom(s) and jib(s) of lattice construction while being operated unless directly caused by fire, lightning, hail, windstorm, earthquake shock, explosion, riot, riot attending a strike, civil commotion, actual physical contact with an aircraft or airborne missile including objects falling therefrom, collision with other vehicles or other contractors equipment whether or not such other equipment is covered hereunder, landslide, or upset of the unit of which it is a part (but only when and to the same extent that such other perils are covered by the Policy).

4. Loss or damage due to explosion arising from within steam boilers.

5. Loss or damage to dynamos, exciters, lamps, switches, motors or other electrical appliances or devices, including wiring, caused by lightning or other electrical currents (artificial or natural) unless fire ensues and then for the loss by fire only.

6. Loss or damage due to dishonesty of Named Insured's employees or persons to whom the Named Insured's property is entrusted.

7. Loss or damage caused by or contributed to failure of the Named Insured to keep and maintain the property in a thorough state of repair.

8. Loss or damage caused by or resulting from:

   a. War, hostile or warlike action in time of peace or, including action in hindering, combating or defending against an actual, impending or expected attack,

      i. by any government or sovereign power (de jure or de facto) or by any authority maintaining using military, naval or air forces; or
      ii. any military, naval or air forces; or
      iii. by an agent of any such government, power, authority or forces;

   b. any weapon of war employing atomic fission or radioactive force whether in time of peace or war;

   c. insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;

9. Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) covered against in this endorsement; however, subject to the foregoing and all provisions of this Policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is covered against by this Policy.

C. PROPERTY EXCLUDED

1. Automobiles, motorcycles, motor trucks, or parts thereof.

2. Buildings

3. Machinery or equipment or building materials to be installed in any building for the purpose of becoming a part thereof; nor on any property which has become a permanent part of any structure.

4. Property that is located underground.

5. Property while waterborne except while being transported on any regular ferry.

6. The storage risk of property not owned or required to be insured by the Named Insured at premises controlled or leased by the Named Insured, except where incidental to the regular or frequent use of the equipment or property.

7. Plans, blue prints, designs or specifications.

D. LOSS PAYMENT BASIS / VALUATION

On Contractors Equipment (whether self propelled or not), on or off premises, where Replacement Cost (New) values are specified, loss or damage shall be based on 100% of the Replacement Cost (New) at the time of loss. Partial losses shall be based on the cost of repairing or replacing the damaged portion, up to the fair market value of the Contractors Equipment. However, should these costs exceed the fair market value then recovery shall be based upon the Replacement Cost (New).

If the values, provided by the Named Insured, provides a valuation based on replacement cost, then recovery will be on the same basis, if replaced. If not replaced, the basis of recovery shall be actual cash value.

E. SPECIAL CONDITIONS

This section covers property only within the limits of the United States of America.

It is a condition of this Policy that all articles covered hereunder are in sound condition at the time of attachment of this Policy.

SECTION VII

ACCOUNTS RECEIVABLE

A. COVERAGE

This Policy covers the loss of or damage resulting from insured perils to the Named Insured's records of accounts receivable as defined below, occurring during the Policy period.

B. EXCLUSIONS

In addition to the exclusions in the General Conditions, this coverage does not apply:

1. To loss due to any fraudulent, dishonest or criminal act by the Named Insured, a partner therein, or an officer, director, employee or trustee thereof, while working or otherwise and whether acting alone or in collusion with others.

   For the purpose of this exclusion an act of vandalism or malicious damage by an employee shall not constitute a dishonest, fraudulent or criminal act.

2. To loss due to bookkeeping, accounting or billing errors or omissions.

3. To loss, the proof of which as to factual existence, is dependent upon an audit of records or an inventory computation; but this shall not preclude the use of such procedures in support if claim for loss which the Named Insured can prove through evidence wholly apart therefrom, is due solely to a risk of loss to records of accounts receivable not otherwise excluded hereunder.

4. To loss due to alteration, falsification, manipulation, concealment, destruction or disposal of records of accounts receivable committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities or other property, but only to the extent of such wrongful giving, taking, obtaining or withholding.

C. LOSS PAYMENT BASIS / VALUATION

When there is proof that a loss covered by this Policy has occurred but the Named Insured cannot accurately establish the total amount of accounts receivable outstanding as of the date of such loss, such amount shall be based on the Named Insured's monthly statements and shall be computed as follows:

a. Determine the amount of all outstanding accounts receivable at the end of the same fiscal month in the year immediately proceeding the year in which the loss occurs;

b. Calculate the percentage of increase or decrease in the average monthly total of accounts receivable for the twelve (12) months immediately preceding the month in which the loss occurs as compared with such average for the months of the preceding year;

c. The amount determined under (a) above, increased or decreased by the percentage calculated under (b) above, shall be the agreed total amount of accounts receivable as of the last day of the fiscal month in which said loss occurs;

d. The amount determined under (c) above shall be increased or decreased in conformity with the normal fluctuations in the amount of accounts receivable during the fiscal month involved, due consideration being given to the experience of the business since the last day of the last fiscal month for which statement has been rendered.

There shall be deducted from the total amount of accounts receivable, however established, the amount of such accounts evidenced by records not lost or damaged or otherwise established or collected by the Named Insured, and an amount to allow for probable bad debts which would normally have been uncollectible by the Named Insured. All unearned interest and service charges shall be deducted.

D. DEFINITIONS:

ACCOUNTS RECEIVABLE:

a. All sums due the Named Insured from customers provided the Named Insured is unable to effect collection thereof as the direct result of loss or damage to records of accounts receivable.

b. Interest charges on any loan to offset impaired collections pending repayment of such sums made uncollectible by such loss or damage.

c. Collection expense in excess of normal collection cost and made necessary because of such loss or damage.

d. Other expenses, when reasonably incurred by the Named Insured, in re-establishing records of accounts receivable following such loss or damage.

SECTION VIII

UNMANNED AIRCRAFT

A. COVERAGE

This Policy insures only **Unmanned Aircraft,** that are usual to your business that you own or are required to insure, to pay for any physical damage loss sustained while not **In Flight** or **In Motion** and which are not the result of fire or explosion following crash or collision while the **Unmanned Aircraft** was **In Flight** or **In Motion** that are:

(1) Listed on the schedule which is a part of this policy or which is on file with us;

(2) Unscheduled but for an amount not to exceed the limit shown on the Declarations

If any of the property covered by this Section is also covered under any other provisions of the Policy of which this Section is made a part, those provisions are hereby amended to exclude such property, the intent being that the coverage under this Section is the sole coverage on such property.

B. PERILS EXCLUDED

This Section insures against all risks of direct physical loss or damage occurring during the policy period to **Unmanned Aircraft** from any external cause except as provided below.

1. Loss or damage due to the **Unmanned Aircraft** being **In Flight** or **In Motion** including during propulsion system startup or any time the propulsion system is operating.

2. Loss or damage due to wear, tear, rust, corrosion, latent defect, mechanical breakage, freezing or improper assemblage.

3. Loss or damage due to the weight of the load imposed on the **Unmanned Aircraft** exceeding the capacity for which such **Unmanned Aircraft** was designed.

4. Loss or damage to tires except where such loss or damage is caused by fire, theft, windstorm or vandalism or is the direct result of physical damage covered by this policy.

5. Loss or damage to **Unmanned Aircraft** while being worked upon except for direct loss or damage caused by resulting fire or explosion.

6. Loss or damage to dynamos, exciters, lamps, switches, motors or other electrical appliances or devices, including wiring, caused by lightning or other electrical currents (artificial or natural) unless fire ensues and then for the loss by fire only.

7. Loss or damage due to conversion, embezzlement or secretion by any person or organization with legal right to possession of such **Unmanned Aircraft** under bailment, lease, conditional sale, purchase agreement, mortgage or other legal agreement that governs the use, sale or lease of the **Unmanned Aircraft**, nor for any loss or damage during or resulting therefrom.

8. Loss or damage due to dishonesty of Named Insured's employees or persons to whom the Named Insured's property is entrusted**.**

9. Loss or damage caused by or contributed to failure of the Named Insured to keep and maintain the property in a thorough state of repair.

10. Loss or damage caused by or resulting from:

    a. War, hostile or warlike action in time of peace or, including action in hindering, combating or defending against an actual, impending or expected attack,

        i. by any government or sovereign power (de jure or de facto) or by any authority maintaining using military, naval or air forces; or
        ii. any military, naval or air forces; or
        iii. by an agent of any such government, power, authority or forces;

    b. any weapon of war employing atomic fission or radioactive force whether in time of peace or war;

    c. insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;

11. Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) covered against in this endorsement; however, subject to the foregoing and all provisions of this Policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is covered against by this Policy.

C. PROPERTY EXCLUDED

1. **Unmanned Aircraft** that are located in underground mines, caverns or underground storage facilities.

2. **Unmanned Aircraft** while waterborne except while being transported on any regular ferry.

3. The storage risk of **Unmanned Aircraft** not owned or required to be insured by the Named Insured at premises controlled or leased by the Named Insured, except where incidental to the regular or frequent use of the equipment or property.

D. LOSS PAYMENT BASIS / VALUATION

On **Unmanned Aircraft**, on or off premises, where Replacement Cost (New) values are specified, loss or damage shall be based on 100% of the Replacement Cost (New) at the time of loss. Partial losses shall be based on the cost of repairing or replacing the damaged portion, up to the fair market value of the **Unmanned Aircraft**. However, should these costs exceed the fair market value then recovery shall be based upon the Replacement Cost (New).

If the values, provided by the Named Insured, provides a valuation based on replacement cost, then recovery will be on the same basis, if replaced. If not replaced, the basis of recovery shall be actual cash value.

E. SPECIAL CONDITIONS

This section covers property only within the limits of the United States of America.

It is a condition of this Policy that all articles covered hereunder are in sound condition at the time of attachment of this Policy.

F. DEFINITIONS

1. UNMANNED AIRCRAFT

Means a powered aerial vehicle that does not carry a human operator, uses aerodynamic forces to provide vehicle lift, can fly autonomously or be piloted remotely, is recoverable and in some cases can carry a non-lethal payload including the propulsion system and equipment usually installed in the vehicle (1) while installed in the vehicle, (2) while temporarily removed from the vehicle and (3) while removed from the aircraft for replacement until such time as replacement by a similar item has commenced; also tools and equipment which are specially designed for the aircraft and which are ordinarily carried therein.

2. IN FLIGHT

Means, with respect to fixed wing **Unmanned Aircraft,** the time commencing with the actual take-off run or launch and continuing thereafter until it has completed its landing run; or capture; and if the **Unmanned Aircraft** is a rotorcraft, from the time the rotors start to revolve under power for the purpose of flight until they subsequently cease to revolve after landing; and if the **Unmanned Aircraft** is a balloon, while it is inflated or being inflated or deflated.

3. IN MOTION

Means while the **Unmanned Aircraft** is moving under its own power or the momentum generated therefrom or while it is **In Flight** and, if the **Unmanned Aircraft** is a rotorcraft, any time the rotors are rotating or while it is **In Flight** and, if the **Unmanned Aircraft** is a glider or balloon, any time it is being transported, towed or while it is **In Flight.**

SECTION IX

BOILER AND MACHINERY BREAKDOWN EXTENSION

1. PERILS INSURED

In consideration of the premium paid and subject to the terms, General Conditions and General Exclusions of the policy to which this Extension is attached, and to the following terms and conditions, this Insurance is extended to cover direct damage to Covered Property caused by a Covered Cause of Loss.

2. ADDITIONAL COVERAGE

(a) Hazardous Substance:

The additional expense incurred for cleanup, repair or replacement or disposal of damaged, contaminated or polluted property as a result of an Accident, which causes property to become damaged, contaminated or polluted by a substance declared hazardous to health by an authorized governmental agency. The coverage provided by this clause is sub-limited to USD as per Declaration Page. For the purpose of this coverage "Additional expense" means any expense that would not have incurred, if no substance hazardous to health had been involved in the accident

(b) Ammonia Contamination:

The loss, including salvage expense, incurred with respect to damage by ammonia contacting or permeating property under refrigeration or in process requiring refrigeration, as a result of any one Accident to one or more Objects. The coverage provided by this clause is sub-limited to USD as per Declaration Page.

(c) Water Damage:

The loss, including salvage expense, with respect to property damaged by water, resulting from any one Accident. The coverage provided by this clause is sub-limited to USD as per Declaration Page.

(d) Media Coverage:

The loss to all forms of electronic, magnetic and optical tapes and discs used in any electronic computer or electronic data processing equipment directly damaged by an Accident to an Object. The coverage provided by this clause is sub-limited to USD as per Declaration Page. For the purpose of this coverage, the valuation basis for "Media" is as follows:

i. For "Media" that are mass-produced and commercially available, at the replacement cost.
ii. For all other "Media," at the cost of blank material for reproducing the records.

(e) "Consequential Damage"

The "Consequential Damage" to refrigerated and frozen goods of the Named Insured or for which the Named Insured is legally liable or under the Named Insured's care, custody or control caused solely by an Accident to an Object. For the purpose of this coverage, "Consequential Damage" is defined as loss due to spoilage from lack of power, light, heat, steam or refrigeration, resulting from Accident. The coverage provided by this clause is sub-limited to USD as per Declaration Page.

(f) Utility Interruption

The loss caused by an Accident to an Object that is owned, operated or controlled by a public or private entity that the Named Insured has contracted with to furnish them with electrical utility service including all direct electrical suppliers. The coverage provided by this clause is sub-limited to USD as per Declaration Page.

(g) CFC Refrigerants and Halon

The replacement of any CFC (chlorofluorocarbon) refrigerant used in refrigeration or air conditioning equipment or Halon used in a fire suppression system due to an "Accident" to an Object.

(h) Ordinance or Law

If an Accident to an Object at the Named Insured's location damages a building that is "Covered Property," the Company will pay for

i. Loss to the Undamaged Portion of the Building, meaning loss to the undamaged portion of the building caused by enforcement of any ordinance or law that:

   a. Requires the demolition of parts of the same building not damaged by the Accident to an Object; or
   b. Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the location of the building.

ii. Demolition Cost meaning the cost to demolish and clear the site of undamaged parts of the building, caused by the enforcement of building, zoning, or land ordinance or use.

iii. Increased Cost of Construction, meaning the increased cost to:

   a. Repair or reconstruct damaged portions of the building; and
   b. Reconstruct or remodel undamaged portions of the building whether or not demolition is required;

   when the increased cost is a consequence of enforcement of building, zoning or land use ordinance or law. But the Company will only pay for this increased cost if the building is repaired, reconstructed or remodeled. Also, if the building is repaired, reconstructed or remodeled, it must be intended for similar occupancy as the current building, unless such occupancy is not permitted by zoning or land use ordinance or law.

Insurance under this section only applies with respect to ordinance or law that is in force at the time of the Accident to an Object. Insurance under this section does not apply to:

a. Costs associated with the enforcement of any ordinance or law which requires any Named 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 substances declared to be hazardous to health by a governmental agency; or

b. Loss due to any ordinance or law that:

   i. The Named Insured was required to comply with before the Accident to an Object even if the building was undamaged; and
   ii. The Named Insured failed to comply with.

The coverage provided by this clause is sub-limited to USD as per Declaration Page.

3. DEFINITION OF ACCIDENT

Accident shall mean a sudden and accidental breakdown of the Object, or a part thereof, which manifests itself at the time of it occurrence by physical damage to the Object that necessitates repair or replacement of the Object or part thereof; but Accident shall not mean:

a. depletion, deterioration, corrosion , or erosion of material;
b. wear and tear;
c. leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
d. the breakdown of any vacuum tube, gas tube or brush;
e. the breakdown of any structure or foundation supporting the Object or any part thereof;
f. the functioning of any safety device or protective device.

4. DEFINITION OF OBJECT

Except as otherwise specifically designated herein, Object as described below shall mean any equipment or apparatus which is owned by, leased by or operated under the control of the Named Insured subject to the Exclusions and Special Provisions specified herein:

a. Any boiler, any fired vessel, any unfired vessel subject to vacuum or internal pressure other than static pressure of contents, any refrigerating and air conditioning vessels, or any piping and its accessory equipment, but such Object shall not include:

   1. Any boiler setting, any insulating or refractory material,

   2. Any sewer piping, any underground gas piping, any piping forming a part of a sprinkler system or any water piping other than

      (a) Feed water piping between any boiler and its feed pumps or injectors
      (b) Boiler condensate returning piping

b. Any mechanical or electrical machine or electrical apparatus used for the generation, transmission or utilization of mechanical or electrical power, but Object shall not include

1. Any structure or foundation other than a bedplate of a machine,

2. Any vehicle, elevator, crane, hoist, power shovel or drag line, but not excluding any electrical equipment used with said machine or apparatus,

3. Any refractory material, or

4. Any penstock or draft tube.

5. COVERED CAUSE OF LOSS

A Covered Cause of Loss is an Accident to an Object insured hereon. An Object must be in use or connected ready for use at the time of the Accident.

6. COVERED PROPERTY

Covered Property, as used in this Extension, means any property that:

a. The Named Insured owns; or
b. Is in the Named Insured's' care, custody or control and for which they are legally liable

7. SPECIAL PROVISIONS

a. As respects any boiler, fired or unfired vessel, refrigerating system or piping, the Company shall not be liable for loss from an Accident while said Object is undergoing a hydrostatic, pneumatic or gas pressure test that exceeds manufacturers recommended limits.

b. As respects any boiler of fired vessel, the Company shall not be liable for loss from an explosion of gas or unconsumed fuel within the furnace of such Object or within the passages from the furnace to the atmosphere, whether or not such explosion (a) is contributed to or aggravated by an Accident to any part of said Object that contains steam or water, or (b) is caused in whole or in part, directly or indirectly, by any Accident to any Object, or part thereof, nor shall the Company be liable for any loss from an Accident caused directly or indirectly by such explosion.

c. As respects any unfired vessel which is used for the storage of gas or liquid and which is periodically filled, moved, emptied and refilled in the course of its normal service, such vessel shall be considered as "connected ready for use" within the terms of this Extension of the Policy.

d. As respects any Object or part of an Object that is being dismantled, reassembled or is in storage, will be considered as "connected ready for use" within the terms of this Extension of the Policy.

e. As respects any gas turbine of the internal combustion type, (a) the combustor or such Object shall not be considered to be a "furnace" as the word is used in the Definition of Accident or in Special Provision 2 above and (b) the Definition of Accident shall not mean the cracking of any part of the Turbine exposed to the production of combustion.

f. As respects new turbine generator units, coverage shall not apply until the unit has been contractually accepted by the Named Insured, that all tests required by the

contractor have been performed and satisfied and the unit has been placed in commercial operation.

8. VALUATION

a. The Company will pay the Named Insured the amount the Named Insured spends to repair or replace the property directly damaged by an Accident. The Company payment will be the smallest of:

1) The Limit of Insurance;

2) The cost at the time of the Accident to repair the damaged property with property of like kind, capacity, size and quality;

3) The cost at the time of the Accident to replace the damaged property on the same site with other property:

a) Of like kind, capacity, size and quality; and
b) Used for the same purpose

4) The amount the Named Insured actually spends that is necessary to repair or replace the damaged property.

b. As respects any Object if the cost of repairing or replacing only a part of the Object is greater than:

1) the cost of repairing the Object; or
2) the cost of replacing the entire Object on the same site;

The Company will pay only the smaller of (1) or (2). The repair parts or replacement Object must be:

1) of like kind, capacity, size and quality; and
2) used for the same purpose.

c. The Company will not pay:

1) if the loss or damage is to property that is obsolete or useless to the Named Insured; or
2) for any extra cost if the Named Insured decides to repair or replace the damaged property with property of a better kind or quality or of larger capacity,

d. If the Named Insured does not repair or replace the damaged property within 18 months after the date of the Accident then the Company will pay on the smaller of the:

1) cost it would have taken to repair; or
2) actual cash value;

at the time of the "accident."

Paragraph (d) does not apply to any time period beyond the 18 months that the Company agrees to in writing.

e. As respects CFC (chlorofluorocarbon) refrigerant or Halon, the following valuation basis is applicable:

1) If the CFC refrigerant or Halon is replaceable, the Named Insured may, at their option, elect to:

a) Repair or replace the damaged refrigeration equipment, air conditioning equipment or fire suppression system and replace the lost CFC refrigerant or Halon subject to it being of like kind, capacity, size and quality and used for the same purpose; or

b) Change the refrigeration equipment, air conditioning equipment or fire suppression system, through modification or replacement, to:

i. Refrigeration or air conditioning equipment that uses an approved non-CFC refrigerant; or
ii. A fire suppression system that uses an approved non – Halon agent.

But this option is available only if the change to the equipment or system is made within 18 months after the date of the Accident or within any extended time period that the Company agrees to in writing.

If Option 1) b) above is elected, the Company will not pay more than the least of the following amounts:

a) The Limit of Insurance;

b) The cost at the time of the Accident to repair the damaged refrigeration equipment, air conditioning equipment or fire suppression system, retrofit the equipment or system to accept non – CFC refrigerant or non – Halon fire suppressant, and charge the equipment or system with that refrigerant or fire suppressant;

c) The cost at the time of the Accident to replace the damaged refrigeration equipment, air conditioning equipment or fire suppression system with equipment or a system that is functionally equivalent and uses an approved non – CFC refrigerant or non – Halon fire suppressant;

d) The amount that the Named Insured actually spend that is necessary to change the refrigeration equipment, air conditioning equipment or fire suppression system, through modification or replacement, to equipment or a system that uses an approved non – CFC refrigerant or non – Halon fire suppressant; or

e) One hundred twenty-five percent (125%) of the amount the Company otherwise would have paid for loss to the refrigeration equipment, air conditioning equipment or fire suppression system.

f. If the CFC refrigerant or Halon is not replaceable and:

(1) The Named Insured repairs or replaces the damaged equipment within 18 months after the date of the Accident or within any extended time that the Company agrees to in writing, the Company will pay the least of the following amounts:

(a) The Limit of Insurance;

(b) The cost at the time of the Accident to repair the damaged refrigeration equipment, air conditioning equipment or fire suppression system,

retrofit the equipment or system to accept non – CFC refrigerant or non – Halon fire suppressant, and charge the equipment or system with that refrigerant or fire suppressant;

(c) The cost at the time of the Accident to replace the damaged refrigeration equipment, air conditioning equipment or fire suppression system with equipment or a system that is functionally equivalent and uses an approved non – CFC refrigerant or non – Halon fire suppressant;

(d) The amount that the Named Insured actually spend that is necessary to change the refrigeration equipment, air conditioning equipment or fire suppression system, through modification or replacement, to equipment or a system that uses an approved non – CFC refrigerant or non – Halon fire suppressant.

(2) If the Named Insured does not replace the damaged equipment within 18 months after the date of the Accident or within the extended time period that the Company agrees to in writing, the Company will not pay more than the lesser of:

(a) The amount that the Company would have paid if repair or replacement of the damaged equipment had been made as determined in F 1 above; or

(b) The actual cash value of the damaged equipment at the time of the Accident.

g. As respects Insurance under Ordinance and Law, the most the Company will pay as a result of any one Accident for:

a) Loss to the Undamaged portion of the building is included in the Limit of Insurance that otherwise applies to the damaged building. But in no event will the amount the Company pay for loss to the building, including the loss in value of the undamaged portion of the building due to enforcement of an ordinance or law to which this coverage applies, exceed:

i. The amount that the Named Insured actually spend to repair, rebuild or replace the building, but not more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or

ii. The actual cash value of the building at the time of loss if the building is not repaired or replaced.

b) Demolition and Increased Cost of Construction is USD as per Declaration Page, subject to the following:

i. With respect to the coverage provided for Demolition Cost, the Company will not pay more than the amount the Named Insured actually spend to demolish and clear the site of the undamaged parts of the building;

ii. With respect to the coverage provided for Increased Cost of Construction:

(a) We will not pay for the Increased Cost of Construction:

Until the building is actually repaired or replaced at the same or another premises; and

Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed 18 months. We may extend this period in writing during the 18 months.

(b) If the building is repaired or replaced at the same location, or if the Named Insured elect to rebuild at another location, the most the Company will pay for the increased cost of construction is the increased cost of construction at the same location.

(c) If the ordinance or law requires relocation to another location, the most the Company will pay for the increased cost of construction is the increased cost of construction at the new location.

h. If a claim or "suit" is brought against the Named Insured alleging that the Named Insured is liable for damage to property of another that was caused by an Accident to an Object, the Company will either:

1. Settle the claim or "suit", or
2. Defend the Named Insured against the "suit" but reserve the right for themselves to settle at any point.

9. EXCLUSIONS

a. To loss:

1) From explosion of an Object other than:

a) Any steam boiler, steam piping, steam turbine, gas turbine, steam engine, or
b) Any machine when such loss is caused by centrifugal force or mechanical breakdown,

b. Nuclear reaction or radiation or radioactive contamination however caused, however this exclusion shall not apply to nuclear medicine at covered hospitals,

c. From fire concomitant with or following an Accident.

d. From an Accident caused directly or indirectly by fire

e. From a combustion explosion outside the Object concomitant with or following an Accident,

f. From an Accident caused directly or indirectly by a combustion explosion outside an Object,

10. CONDITIONS

a. Inspection

The Company shall be permitted but not obligated to inspect the Named Insured's property and operations at any reasonable time. Neither the right to make inspections nor the making thereof nor any advice or report resulting therefrom shall constitute an undertaking, on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

b. Suspension

Upon the discovery of a dangerous condition with respect to any Object, Alliant Insurance Services, Inc., may immediately suspend the insurance, with respect to an Accident to said Object, by written notice mailed or delivered to the Named Insured at the address of the Named Insured stated in the Declaration Page, or at the location of the Object, as stated for it in a schedule or endorsement. The insurance so suspended may be reinstated by the Company but only by an endorsement issued to form a part of this Policy. The Named Insured shall be allowed the unearned portion of the premium paid for such suspended insurance, pro rata for the period of suspension.

c. Notice of Accident and Adjustments

When an Accident occurs, written notice shall be given to the Company as soon as practicable. The Company shall be given like notice of any claim made on account of such Accident. The Company or their representative shall have reasonable time and opportunity to examine the property, and the Named Insured's Location of Risk, before repairs are undertaken or physical evidence of the Accident is removed, except for protection or salvage. Proof of loss shall be made in such form as the Company may require. If suit is brought against the Named Insured for loss to which this Section of the Policy is applicable, any summons or other process served upon the Named Insured shall be forwarded immediately to the Company.

d. Deductible

In the event of an Accident to an Object as insured under this Extension that is concomitant with or followed by physical loss or damage incurred under the All Risks policy that this Extension attaches to, the deductible to be applied to the total loss shall be the applicable Boiler & Machinery deductible.

SECTION X

ENDORSEMENTS

1. VACANT OR UNOCCUPIED LOCATIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

All Coverage Parts

Permission is given for a scheduled location to be vacant or unoccupied for a period of sixty (60) consecutive days from the date of its acquisition or the inception date of this policy, which ever date is later. Thereafter, coverage will apply subject to the following conditions and limitations:

A. The Named Insured must provide written notification to the Company of any and all vacant or unoccupied location(s) and properly designate the vacant/unoccupied status of each on the Statement of Values on file with the Company, prior to any loss or damage; and

B. The Named Insured must maintain all utilities and the same degree of fire protection, and watch and alarm service; and

If conditions A and B above are met, the liability of the Company for covered loss, damage or expense shall be limited to the lesser of the actual replacement cost, the actual cash value if the property is not replaced, or the individually stated value for the scheduled location which sustained the loss as shown in Statement of Value on file with the Company prior to the loss, but in no event shall the liability of the Company exceed USD2,000,000 in any one occurrence. Any exception to this USD2,000,000 limitation on recovery must be agreed to by the Company, in writing and by endorsement, prior to any loss or damage.

If conditions A and B above are not met, the Company will:

1. Not pay for loss, damage or expense caused by or resulting from: vandalism, sprinkler leakage, breakage of building glass, freezing, water damage, theft, attempted theft, any loss covered under any extension of coverage, all regardless of the cause of loss, and

2. Value all loss, damage or expense caused by a covered peril, not otherwise excluded above, at actual cash value or the actual repair/replacement cost, not to exceed USD500,000 in any one occurrence.

Any loss, damage or expense which occurs at an unscheduled location that is vacant or unoccupied at the time of loss, whether unnamed or newly acquired, will be valued at the lesser of the actual cash value, the actual replacement cost or the purchase price of the location, but in no event shall the liability of the Company exceed USD500,000 in any one occurrence. The purchase price value as discussed herein will only be considered in the case of newly acquired properties. Any exception to this limitation on recovery must be agreed to by the company, in writing and by endorsement, prior to any loss or damage.

As used in this Vacancy or Unoccupied Location Endorsement, a building is “vacant” or “unoccupied” when:

a. 70% or more of its total square footage is “vacant” or “unoccupied”; or

b. When it does not contain enough business personal property to conduct customary operations, or, it does not contain enough business personal property pertaining to activities customary to the occupancy of the building.

There is no coverage afforded under the Errors and Omissions provision of this policy for loss, damage or expense at “vacant” or “unoccupied” properties as defined above.

ENDORSEMENT 2

CANCELLATION CLAUSE AMENDMENT
DUE TO FINANCIAL STRENGTH DOWNGRADE ENDORSEMENT

It is hereby understood and agreed that Section IV, General Conditions, Clause N, Cancellation of this policy is amended.

This endorsement modifies insurance provided by the policy:

The Cancellation Provision, Cancellation Condition, or Cancellation Clause, whichever is applicable, is amended by adding the following paragraph to the end thereof:

Notwithstanding any other terms or conditions of this policy to the contrary, in the event that the financial strength rating of the **Company** is downgraded to: (1) below A- by A.M. Best Co., or (2) below BBB by Standard & Poor's Ratings Services (hereinafter, the **Credit Rating Downgrade**), this policy may be canceled by the **FIRST NAMED INSURED** by mailing prior written notice to the Company or by surrender of this policy to the **Company**.

If this policy is canceled by the **First Named Insured** due to such **Credit Rating Downgrade**, then the **Company** shall return the unearned pro rata proportion of the premium as of the effective date of cancellation and shall waive any minimum earned premium requirement specified herein.

The following definitions apply to this endorsement:

1. **Company** means any Insurer participating on this Policy.

2. **First Named Insured** means the first Named Insured as shown on the Declarations page of this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

ENDORSEMENT 3

ECONOMIC SANCTIONS ENDORSEMENT

This endorsement modifies insurance provided by this Policy.

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

All other terms and conditions of the policy remain the same.

PR4225 (07/13)

ENDORSEMENT 4

WAR AND TERRORISM EXCLUSION ENDORSEMENT
(applies to locations outside the USA, its territories and possessions)

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

(1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

(2) any act of terrorism.

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

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.
In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

NMA2918
08/10/2001

This Endorsement Changes The Policy. Please Read It Carefully.

SERVICE OF SUIT (CALIFORNIA)

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

It is agreed that in the event of the failure of this Company to pay any amount claimed to be due hereunder, this Company, at the request of the Insured, will submit to the jurisdiction of any Court of Competent Jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court or seek a transfer of a case to another Court as permitted by the laws of the United States or of any state in the United States, moreover, this endorsement is not an agreement that the law of a particular jurisdiction applies to any dispute under the policy. It is further agreed that service of process in such suit may be made upon the highest one in authority bearing the title "Commissioner", "Director" or "Superintendent" of Insurance of the state or commonwealth wherein the property covered by this policy is located, and that in any suit instituted against it upon this contract this Company will abide by the final decision of such Court or any Appellate Court in the event of an appeal. The one in authority bearing the title "Commissioner", "Director" or "Superintendent" of Insurance of the state or commonwealth wherein the property covered by this policy is located is hereby authorized and directed to accept service of process on behalf of this Company in any such suit and/or upon the Insured's request to give a written undertaking to the Insured that they will enter a general appearance upon this Company's behalf in the event such a suit shall be instituted.

As respects locations in the State of California, notwithstanding anything to the contrary contained in the printed form of this policy, it is agreed and understood that service of suit may be made upon the following:

Corporation Service Company

2710 Gateway Oaks Drive, Suite 150N

Sacramento, California 95833-3505

All other terms and conditions of the policy remain unchanged.

This Endorsement Changes The Policy. Please Read It Carefully.

CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL

The following conditions are added and supersede any provisions to the contrary:

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured at the mailing address shown in the policy and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation if we cancel for:

(1) Nonpayment of premium; or

(2) Discovery of fraud by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

(1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.

(2) Discovery of fraud or material misrepresentation by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

(3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

(4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.

(5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.

(6) A determination by the Commissioner of Insurance that the:

(a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or

(b) Continuation of the policy coverage would:

(i) Place us in violation of California law or the laws of the state where we are domiciled; or

(ii) Threaten our solvency.

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(7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.

b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud ;or

(2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph **3.a.**

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

7. Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under the Commercial Property Coverage Part:

a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in **b.** and **c.** below.

b. We may not cancel this policy solely because the first Named Insured has:

(1) Accepted an offer of earthquake coverage; or

(2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This Restriction **(c.)** applies only if coverage is subject to the Commercial Property Coverage Part – Causes of Loss – Special Form, which exclude loss or damage caused by or resulting from corrosive soil conditions.

B. NONRENEWAL

1. Subject to the provisions of Paragraphs **B.2.** and **B.3.** below, if we elect not to renew this policy, we will mail or deliver written notice stating the reason for nonrenewal to the first Named Insured shown in the Declarations and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under the Commercial Property Coverage Part:

a. We may elect not to renew such coverage for any reason, except as provided in **b., c.** and **d.** below:

b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

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However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

(1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

(2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

(3) We have:

(a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or

(b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority that included an earthquake policy premium surcharge.

d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This Restriction **(d.)** applies only if coverage is subject to the Commercial Property Coverage Part – Causes of Loss – Special Form, which exclude loss or damage caused by or resulting from corrosive soil conditions.

3. We are not required to send notice of nonrenewal in the following situations:

a. If the transfer or renewal of a policy, without any changes in terms, conditions, or rates, is between us and a member of our insurance group.

b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph **B.1.**

c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.

d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.

e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.

f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph **B.1.,** to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

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This Endorsement Changes The Policy. Please Read It Carefully.

MINIMUM EARNED PREMIUM CLAUSE - PERCENTAGE

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

In the event of cancellation of this policy or reduction of coverage by the Insured, a minimum premium of 25 % of the original policy premium shall become earned; any conditions of the policy to the contrary notwithstanding.

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

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

This Endorsement Changes The Policy. Please Read It Carefully.

EXCLUSION AND LIMITED ADDITIONAL COVERAGE FOR FUNGUS

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

A. The following Exclusion is added:

EXCLUSION – "Fungus", Wet Rot, Dry Rot And Bacteria

We will not pay for loss or damage caused directly or indirectly by the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. But if "fungus", wet or dry rot or bacteria results in a "specified covered cause of loss", we will pay for the loss or damage caused by that "specified covered cause of loss".

This exclusion does not apply:

1. When "fungus", wet or dry rot or bacteria results from fire or lightning; or

2. To the extent that coverage is provided in the Additional Coverage - Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria with respect to loss or damage by a cause of loss other than fire or lightning.

B. The following Additional Coverage is added:

ADDITIONAL COVERAGE - Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria

1. This limited coverage applies only when the "fungus", wet or dry rot or bacteria is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence, and only if any loss resulting from the following is reported to us within 60 days of the occurrence.

a. A "specified covered cause of loss" other than fire or lightning; or

b. Flood, if the Flood Coverage Endorsement applies to the affected premises.

2. Under conditions described in item **B.1.** above, we will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:

a. Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;

b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and

c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.

3. The coverage provided under this Limited Coverage is limited to $15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of $15,000 even if the "fungus", wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period.

4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

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If there is covered loss or damage to Covered Property, not caused by "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

C. The following Definition is added:

1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

2. "Specified covered cause of loss" means the following: Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.

a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:

(1) The cost of filling sinkholes; or

(2) Sinking or collapse of land into man-made underground cavities.

b. Falling objects does not include loss or damage to:

(1) Personal property in the open; or

(2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object**.**

c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam.

This Endorsement Changes The Policy. Please Read It Carefully.

EXCLUSION OF PATHOGENIC OR POISONOUS BIOLOGICAL OR CHEMICAL MATERIALS

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

The following exclusion is added:

We will not pay for loss or damage caused directly or indirectly by the discharge, dispersal, seepage, migration, release, escape or application of any pathogenic or poisonous biological or chemical materials. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

However, if both A. and B. below apply, we will pay up to a maximum of $10,000 for any and all claims for such loss or damage arising out of events occurring within the term of this policy:

A. The pathogenic or poisonous biological or chemical materials are normally kept at or brought onto your premises, with your consent, for use in your business operations at your premises; and

B. The discharge, dispersal, seepage, migration, release, escape or application of the pathogenic or poisonous biological or chemical materials is accidental and is not the result of a willful or malicious act against any persons, organizations, or property of any nature.

This Endorsement Changes The Policy. Please Read It Carefully.

EXCLUSION OF TERRORISM (EXCEPTION COVERING CERTAIN FIRE LOSSES)

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

A. Definitions

1. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in that Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

a. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is 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.

2. "Other act of terrorism" means any activity against persons, organizations or property of any nature:

a. That involves the following or preparation for the following:

(1) Use or threat of force or violence; or

(2) Commission or threat of a dangerous act; or

(3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

(1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

(2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology; and

c. When the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act.

B. Exclusion of Certified Acts of Terrorism and the following Other Acts of Terrorism

We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism" or an "other act of terrorism":

1. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

2. With respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:

a. The act involves the use, release or escape of nuclear materials, or that directly or indirectly results in nuclear reaction or radiation or radioactive contamination;

b. The act is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials;

c. The act involves the release of pathogenic or poisonous biological or chemical materials, and it appears that one purpose of the terrorism was to release such materials; or

d. The total of insured damage to all types of property in the United States, its territories and possessions, Puerto Rico, and Canada exceeds $25,000,000. In determining whether the $25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "other act of terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions. Multiple incidents of an "other act of terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold is exceeded.

With respect to this Item **B.2.d.**, the immediately preceding paragraph describes the threshold used to measure the magnitude of an "other act of terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an "other act of terrorism", there is no coverage under this Coverage Part or Policy.

C. Exception Covering Certain Fire Losses

If a "certified act of terrorism" or an "other act of terrorism" results in Fire, we will pay for the loss or damage caused by that Fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for Fire applies only to direct loss or damage by Fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense Coverage Forms or endorsements that apply to those coverage forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

With respect to Fire resulting from any one or more "certified acts of terrorism" under the federal Terrorism Risk Insurance Act, we will not pay any amounts for which we are not responsible under the terms of that Act (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

D. Application Of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as, but not limited to, losses excluded by any Nuclear Hazard or War And Military Action Exclusions.

This Endorsement Changes The Policy. Please Read It Carefully.

CYBER, ELECTRONIC DATA AND SYSTEMS EXCLUSION

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

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

Exclusion

This Policy does not insure any loss, damage, destruction, distortion, erasure, corruption or alteration of **ELECTRONIC DATA** from any cause whatsoever (including but not limited to **COMPUTER VIRUS**) or any loss of access, any loss of use, reduction in functionality, cost, expense of any kind or of any nature whatsoever resulting therefrom. Further, this Policy does not insure any loss or damage that directly or indirectly results from loss, damage, destruction, distortion, erasure, corruption or alteration of **ELECTRONIC DATA** from any cause whatsoever (including but not limited to **COMPUTER VIRUS**).

Such loss or damage as described herein is excluded regardless of any other cause or event contributing concurrently or in any other sequence to the loss or damage.

This exclusion applies regardless of whether the loss or damage arises out of or results from authorized, unauthorized, intentional, unintentional or accidental access in, of, or to any computer, communication system, file server, network(s), networking equipment, computer system, computer hardware, computer software, data processing equipment, computer memory, microchip, microprocessor, integrated circuit or similar device.

ELECTRONIC DATA means facts, concepts and information recorded, transmitted or converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment. **ELECTRONIC DATA** also includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorized instructions or code including, but not limited to any set of maliciously, intentionally, unintentionally or accidentally introduced instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature located anywhere in the world. **COMPUTER VIRUS** includes, but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

However, in the event that a peril insured by this Policy results from any of the matters described herein, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage to insured property that was directly caused by such peril insured by this Policy and occurring within the Policy Period.

This Endorsement Changes The Policy. Please Read It Carefully.

EXCLUSION – MARIJUANA

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

A. The following Exclusion is added:

1. We will not pay for loss or damage to “marijuana” or any property related to the design, manufacture, distribution, sale, serving, furnishing, use or possession of “marijuana”.

2. We will not pay for that part of Business Income loss or Extra Expense incurred due to a "suspension" of your "operations" which involve the design, manufacture, distribution, sale, serving, furnishing, use or possession of "marijuana".

B. Paragraph **A.** above does not apply to any "marijuana" that is not designed, manufactured, distributed, sold, served or furnished for bodily ingestion, inhalation, absorption or consumption.

C. The following definition is added to the **Definitions** section:

"Marijuana" means:

Any good or product that consists of or contains any amount of Tetrahydrocannabinol (THC) or any other cannabinoid, regardless of whether any such THC or cannabinoid is natural or synthetic.

Which includes, but is not limited to, any of the following containing such THC or cannabinoid:

1. Any plant of the genus Cannabis L., or any part thereof, such as seeds, stems, flowers, stalks and roots; or

2. Any compound, byproduct, extract, derivative, mixture or combination, such as, but not limited to:

a. Resin, oil or wax;

b. Hash or hemp; or

c. Infused liquid or edible marijuana;

whether derived from any plant or part of any plant set forth in Paragraph **C.1.** above or not.

COMMON POLICY CONDITIONS

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

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

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

C. Examination Of Your Books And Records

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

D. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

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

F. Transfer Of Your Rights And Duties Under This Policy

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

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

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Commercial Insurance Protection

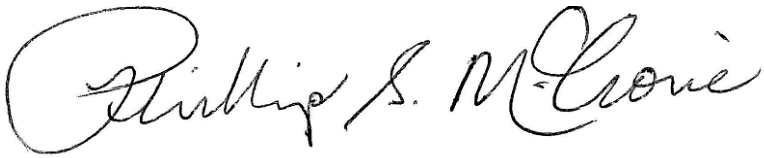
CLAIM NOTICE

Mail notices to: **RSUI Group, Inc.**
945 East Paces Ferry Rd.
Suite 1800
Atlanta, GA 30326-1160

Fax notices to: **(404) 231-3755**
Attn: Claims Department

E-mail notices to: **reportclaims@rsui.com**

Your policy has been signed on our behalf by our President and by our Secretary. However, your policy will not be binding on us unless it is also countersigned by one of our duly authorized agents.



President

RSUI Indemnity Company
Landmark American Insurance Company
Covington Specialty Insurance Company

Secretary

RSUI Indemnity Company
Landmark American Insurance Company
Covington Specialty Insurance Company

Exhibit A-2

Property Department File Notes

COMMON POLICY DECLARATIONS

COMPANY NAME: Landmark American Insurance Company

BRANCH ADDRESS: 945 East Paces Ferry Road, Suite 1800, Atlanta, GA 30326-1160

POLICY NO.: LHD424641 **RENEWAL OF:** LHD423704

NAMED INSURED AND MAILING ADDRESS:

Tribal First DEC 31
(Name Incomplete - refer to Manuscript Form)
P O Box 609015
San Diego, CA 92160

PRODUCER:

POLICY PERIOD: From 7/1/2019 To 7/1/2020 12:01 A.M. Standard Time at your Mailing Address above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

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

COVERAGE PARTS	PREMIUM		COMM.
Commercial Property	$	315,000.00	DO NOT WRITE IN THIS AREA
	$		
	$		
STATE ASSESSMENTS & FEES			
	$		
	$		
	$		
	$		
	$		
	$		
	$		
	$		
	$		
	$		
	$		
	$		
	$		
	$		
TOTAL	$	315,000.00	

FORMS APPLICABLE TO ALL COVERAGE PARTS:

SEE SCHEDULE OF POLICY ATTACHMENTS AND FORMS, RSG 94106 1009

BUSINESS DESCRIPTION: Indian Tribal Properties

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE FORMS(S) AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE CONTRACT OF INSURANCE.

Countersigned: October 28, 2019 By: _____
Date IPS Authorized Representative

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TRIBAL PROPERTY INSURANCE PROGRAM (TPIP) - DECLARATIONS - (VARIOUS)

Endorsement No2

Policy No.:
VARIOUS - See Below

Policy Period:
07/01/2019 - 07/01/2020

Effective Date of Endorsement :
12:01 a.m. VARIOUS

Issued by: Landmark American Insurance Company

In consideration of premium charged, it is agreed and understood that the quarterly report for October to December 2019-20 is hereby declared and accepted by the Company.

Bordereau Month	Dec Name	Member	State	Endt#	Description of Transaction	Inception Date	Expiration Date	TIV	Carrier Name	Policy No.	Premium Breakdown
OCTOBER	TPIP - 31	Fallon Tribal Development Corporation	NV	FALLN	1) Add Loc # 3-C, 3-D, 4-B and	07/01/19	07/01/20	$1,032,842	Landmark American Insurance Company	LHD424641	$ 32
OCTOBER	TPIP - 31	Fallon Tribal Development Corporation	NV	FALLN	1) Add Loc # 3-C, 3-D, 4-B and	07/01/19	07/01/20	$1,032,842	Landmark American Insurance Company	LHD424643	$ 16
OCTOBER	TPIP - 31	Wind River Hotel & Casino	WY		Add Lenders Loss Payable to	10/11/19	07/01/20	-	Landmark American Insurance Company	LHD424641	N/A
OCTOBER	TPIP - 31	Wind River Hotel & Casino	WY		Add Lenders Loss Payable to	10/11/19	07/01/20	-	Landmark American Insurance Company	LHD424643	N/A
OCTOBER	TPIP - 31	Southern Ute Indian Tribe Growth Fund	CO	SOUTE	Remove location #191	07/01/19	07/01/20	-$1,681,391	Landmark American Insurance Company	LHD424641	$ (85)
OCTOBER	TPIP - 31	Southern Ute Indian Tribe Growth Fund	CO	SOUTE	Remove location #191	07/01/19	07/01/20	-$1,681,391	Landmark American Insurance Company	LHD424643	$ (43)
OCTOBER	TPIP - 31	Tule River Indian Tribe of California	CA		Add Special Terms 1	10/30/19	07/01/20	$158,401,562	Landmark American Insurance Company	LHD424641	N/A
OCTOBER	TPIP - 31	Tule River Indian Tribe of California	CA		Add Special Terms 1	10/30/19	07/01/20	$158,401,562	Landmark American Insurance Company	LHD424643	N/A
OCTOBER	TPIP - 31	Tohono Oodham Nursing Care Authority	AZ	TOHON	NEW MEMBER	10/01/19	07/01/20	$40,495,000	Landmark American Insurance Company	LHD424641	$ 920
OCTOBER	TPIP - 31	Tohono Oodham Nursing Care Authority	AZ	TOHON	NEW MEMBER	10/01/19	07/01/20	$40,495,000	Landmark American Insurance Company	LHD424643	$ 460
OCTOBER	TPIP - 31	GFP Vancouver-WA, LLC	CO	GFPVA	NEW MEMBER	10/03/19	07/01/20	$36,173,462	Landmark American Insurance Company	LHD424641	$ 817
OCTOBER	TPIP - 31	GFP Vancouver-WA, LLC	CO	GFPVA	NEW MEMBER	10/03/19	07/01/20	$36,173,462	Landmark American Insurance Company	LHD424643	$ 409
NOVEMBER	TPIP - 31	Miami Nation Enterprises (Parent)	TX		add additional named insured	08/23/19	07/01/20	-	Landmark American Insurance Company	LHD424641	N/A
NOVEMBER	TPIP - 31	Miami Nation Enterprises (Parent)	TX		add additional named insured	08/23/19	07/01/20	-	Landmark American Insurance Company	LHD424643	N/A
NOVEMBER	TPIP - 31	Miami Nation Enterprises (Parent)	TX		Add additional named	09/01/19	07/01/20	-	Landmark American Insurance Company	LHD424641	N/A
NOVEMBER	TPIP - 31	Miami Nation Enterprises (Parent)	TX		Add additional named	09/01/19	07/01/20	-	Landmark American Insurance Company	LHD424643	N/A
NOVEMBER	TPIP - 37	San Carlos Apache Tribe	AZ		AOP Deductible changed	07/01/19	07/01/20	-	Landmark American Insurance Company	LHD424644	N/A
NOVEMBER	TPIP - 37	San Carlos Apache Tribe	AZ		AOP Deductible changed	07/01/19	07/01/20	-	Landmark American Insurance Company	LHD424645	N/A
NOVEMBER	TPIP - 37	Leech Lake Band of Ojibwe and Leech Lake Financial	MN	LEECH	Correction to values (-	07/25/19	07/01/20	-$19,163,220	Landmark American Insurance Company	LHD424644	$ (277)
NOVEMBER	TPIP - 37	Leech Lake Band of Ojibwe and Leech Lake Financial	MN	LEECH	Correction to values (-	07/25/19	07/01/20	-$19,163,220	Landmark American Insurance Company	LHD424645	$ (139)
DECEMBER	TPIP - 31	Fort Sill Apache Tribe of Oklahoma	OK		Add additional named insured	07/01/19	07/01/20	-	Landmark American Insurance Company	LHD424641	N/A
DECEMBER	TPIP - 31	Fort Sill Apache Tribe of Oklahoma	OK		Add additional named insured	07/01/19	07/01/20	-	Landmark American Insurance Company	LHD424643	N/A
DECEMBER	TPIP - 31	Cocopah Indian Tribe and Enterprises	AZ		Correct additional named	07/01/19	07/01/20	-	Landmark American Insurance Company	LHD424641	N/A
DECEMBER	TPIP - 31	Cocopah Indian Tribe and Enterprises	AZ		Correct additional named	07/01/19	07/01/20	-	Landmark American Insurance Company	LHD424643	N/A
DECEMBER	TPIP - 31	Chehalis Tribal Enterprises	WA		Add Loss Payee in regards to	07/01/19	07/01/20	-	Landmark American Insurance Company	LHD424641	N/A
DECEMBER	TPIP - 31	Chehalis Tribal Enterprises	WA		Add Loss Payee in regards to	07/01/19	07/01/20	-	Landmark American Insurance Company	LHD424643	N/A
DECEMBER	TPIP - 31	S&K Technologies, Inc	MT		Add Additional named	12/06/19	07/01/20	-	Landmark American Insurance Company	LHD424641	N/A
DECEMBER	TPIP - 31	S&K Technologies, Inc	MT		Add Additional named	12/06/19	07/01/20	-	Landmark American Insurance Company	LHD424643	N/A
DECEMBER	TPIP - 31	Kickapoo Tribe of Oklahoma	OK		Add additional named	12/10/19	07/01/20	-	Landmark American Insurance Company	LHD424641	N/A
DECEMBER	TPIP - 31	Kickapoo Tribe of Oklahoma	OK		Add additional named	12/10/19	07/01/20	-	Landmark American Insurance Company	LHD424643	N/A
DECEMBER	TPIP - 31	S&K Technologies, Inc	MT		Add additional named	10/01/19	07/01/20	-	Landmark American Insurance Company	LHD424641	N/A
DECEMBER	TPIP - 31	S&K Technologies, Inc	MT		Add additional named	10/01/19	07/01/20	-	Landmark American Insurance Company	LHD424643	N/A
DECEMBER	TPIP - 31	Confederated Tribes of the Colville Reservation	WA		Add additinal named insured:	12/18/19	07/01/20	-	Landmark American Insurance Company	LHD424641	N/A
DECEMBER	TPIP - 31	Confederated Tribes of the Colville Reservation	WA		Add additinal named insured:	12/18/19	07/01/20	-	Landmark American Insurance Company	LHD424643	N/A
DECEMBER	TPIP - 37	Wyandotte Nation	OK		Add additinal named insured:	07/01/19	07/01/20	-	Landmark American Insurance Company	LHD424644	N/A
DECEMBER	TPIP - 37	Wyandotte Nation	OK		Add additinal named insured:	07/01/19	07/01/20	-	Landmark American Insurance Company	LHD424645	N/A
DECEMBER	TPIP - 31	Lac Courte Oreilles Band of Lake Superior Chippewa Indians	WI		Add additional named	12/20/19	07/01/20	-	Landmark American Insurance Company	LHD424641	N/A
DECEMBER	TPIP - 31	Lac Courte Oreilles Band of Lake Superior Chippewa Indians	WI		Add additional named	12/20/19	07/01/20	-	Landmark American Insurance Company	LHD424643	N/A
DECEMBER	TPIP - 31	Duckwater Shoshone Tribe	NV	DUCKW	NEW MEMBER	12/31/19	07/01/20	$13,603,862	Landmark American Insurance Company	LHD424641	$ 207
DECEMBER	TPIP - 31	Duckwater Shoshone Tribe	NV	DUCKW	NEW MEMBER	12/31/19	07/01/20	$13,603,862	Landmark American Insurance Company	LHD424643	$ 103
DECEMBER	TPIP - 31	Flandreau Santee Sioux Tribe	SD	FLAND	NEW MEMBER	12/07/19	07/01/20	$38,909,934	Landmark American Insurance Company	LHD424641	$ 764
DECEMBER	TPIP - 31	Flandreau Santee Sioux Tribe	SD	FLAND	NEW MEMBER	12/07/19	07/01/20	$38,909,934	Landmark American Insurance Company	LHD424643	$ 382
DECEMBER	TPIP - 31	The Hopi Tribe and The Hopi Tribe Endowment Fund	AZ	HOPIT	NEW MEMBER	12/31/19	07/01/20	$50,300,238	Landmark American Insurance Company	LHD424641	$ 668
DECEMBER	TPIP - 31	The Hopi Tribe and The Hopi Tribe Endowment Fund	AZ	HOPIT	NEW MEMBER	12/31/19	07/01/20	$50,300,238	Landmark American Insurance Compan	LHD424643	$ 334
											$ 4,568

SUMMARY

TOTAL ADDITIONAL PREMIUM / (RETURN PREMIUM) BY CARRIER		
Landmark American Insurance Company	**LHD424641**	$ 3,323
Landmark American Insurance Company	**LHD424643**	$ 1,661
Landmark American Insurance Company	**LHD424644**	$ (277)
Landmark American Insurance Company	**LHD424645**	$ (139)
GRAND TOTAL		**$ 4,568**

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions or limitations of the policy to which this endorsement is attached other than as above stated.

This endorsement when countersigned by a duly authorized representative of the Company shall be valid and form part of the above-mentioned poli

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Date Issued: 2/18/2020

Authorized Representative

TRIBAL PROPERTY INSURANCE PROGRAM (TPIP) - DECLARATIONS - (VARIOUS)

Endorsement No.: 1

Policy No.:
VARIOUS - See Below

Policy Period:
07/01/2019 - 07/01/2020

Effective Date of Endorsement :
12:01 a.m. VARIOUS

Issued by: Landmark American Insurance Company

In consideration of premium charged, it is agreed and understood that the quarterly report for July, August, September 2019-20 is hereby declared and accepted by the Company.

Bordereau Month	Dec Name	Member	State	Endt#	Description of Transaction	Inception Date	Expiration Date	TIV	Carrier Name	Policy No.	Premium Breakdown
JULY	TPIP - 31	Yankton Sioux Tribe dba: Fort Randall Hotel & Casino	SD		Add Special Terms #2	07/01/19	07/01/20	-	Landmark American Insurance Company	LHD424641	N/A
JULY	TPIP - 31	Yankton Sioux Tribe dba: Fort Randall Hotel & Casino	SD		Add Special Terms #2	07/01/19	07/01/20	-	Landmark American Insurance Company	LHD424643	N/A
JULY	TPIP - 37	Wichita and Affiliated Tribes DBA: Wichita Tribe	OK		Change First Named Insured	07/01/19	07/01/20	-	Landmark American Insurance Company	LHD424644	N/A
JULY	TPIP - 37	Wichita and Affiliated Tribes DBA: Wichita Tribe	OK		Change First Named Insured	07/01/19	07/01/20	-	Landmark American Insurance Company	LHD424645	N/A
JULY	TPIP - 31	Filtra Systems Company LLC	MI		Add Special Terms 1 :	07/22/19	07/01/20	-	Landmark American Insurance Company	LHD424641	N/A
JULY	TPIP - 31	Filtra Systems Company LLC	MI		Add Special Terms 1 :	07/22/19	07/01/20	-	Landmark American Insurance Company	LHD424643	N/A
JULY	TPIP - 31	Hwal Bay Baij Enterprises	AZ	HWALB	Renewal TIV correction:	07/01/19	07/01/20	$423,334	Landmark American Insurance Company	LHD424641	$ 14
JULY	TPIP - 31	Hwal Bay Baij Enterprises	AZ	HWALB	Renewal TIV correction:	07/01/19	07/01/20	$423,334	Landmark American Insurance Company	LHD424643	$ 7
AUGUST	TPIP - 31	Fort Mojave Indian Tribe	CA		Replace Special Terms 1	07/01/19	07/01/20	-	Landmark American Insurance Company	LHD424641	N/A
AUGUST	TPIP - 31	Fort Mojave Indian Tribe	CA		Replace Special Terms 1	07/01/19	07/01/20	-	Landmark American Insurance Company	LHD424643	N/A
AUGUST	TPIP - 31	Chickasaw Nation Industries, Inc	OK	CHNAT	Remove location #2, 6391	07/01/19	07/01/20	-$200,000	Landmark American Insurance Company	LHD424641	$ (7)
AUGUST	TPIP - 31	Chickasaw Nation Industries, Inc	OK	CHNAT	Remove location #2, 6391	07/01/19	07/01/20	-$200,000	Landmark American Insurance Company	LHD424643	$ (3)
AUGUST	TPIP - 31	Cahuilla Casino, Cahuilla Band of Mission Indians	CA		Add the following as	08/15/19	07/01/20	-	Landmark American Insurance Company	LHD424641	N/A
AUGUST	TPIP - 31	Cahuilla Casino, Cahuilla Band of Mission Indians	CA		Add the following as	08/15/19	07/01/20	-	Landmark American Insurance Company	LHD424643	N/A
AUGUST	TPIP - 31	Inter-Tribal Council, Inc.	OK	INTTR	Delete Loctation #2A, 21 N.	07/01/19	07/01/20	-$57,926	Landmark American Insurance Company	LHD424641	$ (2)
AUGUST	TPIP - 31	Inter-Tribal Council, Inc.	OK	INTTR	Delete Loctation #2A, 21 N.	07/01/19	07/01/20	-$57,926	Landmark American Insurance Company	LHD424643	$ (1)
AUGUST	TPIP - 31	Oneida Airport Hotel Corporation dba: Radisson Hotel & Conference Center	WI	ONAIR	Correction to renewal TIV (-	07/01/19	07/01/20	-$9,910,601	Landmark American Insurance Company	LHD424641	$ (370)
AUGUST	TPIP - 31	Oneida Airport Hotel Corporation dba: Radisson Hotel & Conference Center	WI	ONAIR	Correction to renewal TIV (-	07/01/19	07/01/20	-$9,910,601	Landmark American Insurance Company	LHD424643	$ (185)
AUGUST	TPIP - 31	Yavapai Prescott Indian Tribe	AZ		Add special terms #2:	08/15/19	07/01/20	-	Landmark American Insurance Company	LHD424641	N/A
AUGUST	TPIP - 31	Yavapai Prescott Indian Tribe	AZ		Add special terms #2:	08/15/19	07/01/20	-	Landmark American Insurance Company	LHD424643	N/A
AUGUST	TPIP - 31	United Keetoowah Band of Cherokee Indians in Oklahoma	OK	UNIKE	NEW MEMBER	08/01/19	07/01/20	$16,117,381	Landmark American Insurance Company	LHD424641	$ 498
AUGUST	TPIP - 31	United Keetoowah Band of Cherokee Indians in Oklahoma	OK	UNIKE	NEW MEMBER	08/01/19	07/01/20	$16,117,381	Landmark American Insurance Company	LHD424643	$ 249
AUGUST	TPIP - 31	Colville Tribal Credit Corporation	WA	COLTR	NEW MEMBER	08/01/19	07/01/20	$2,598,800	Landmark American Insurance Company	LHD424641	$ 72
AUGUST	TPIP - 31	Colville Tribal Credit Corporation	WA	COLTR	NEW MEMBER	08/01/19	07/01/20	$2,598,800	Landmark American Insurance Company	LHD424643	$ 36
AUGUST	TPIP - 31	Shawnee Development, LLC dba Golden Mesa Casino	OK	SHAWN	NEW MEMBER	08/19/19	07/01/20	$45,000,000	Landmark American Insurance Company	LHD424641	$ 1,183
AUGUST	TPIP - 31	Shawnee Development, LLC dba Golden Mesa Casino	OK	SHAWN	NEW MEMBER	08/19/19	07/01/20	$45,000,000	Landmark American Insurance Company	LHD424643	$ 592
SEPTEMBER	TPIP - 31	Jena Choctaw Indian Gaming Authority dba: Jena Choctaw Pines Casino	LA		Add Loss Payee:	07/01/19	07/01/20	-	Landmark American Insurance Company	LHD424641	N/A
SEPTEMBER	TPIP - 31	Jena Choctaw Indian Gaming Authority dba: Jena Choctaw Pines Casino	LA		Add Loss Payee:	07/01/19	07/01/20	-	Landmark American Insurance Company	LHD424643	N/A
SEPTEMBER	TPIP - 31	Paiute Indian Tribe of Utah	UT		1) Replace first named	09/25/19	07/01/20	-	Landmark American Insurance Company	LHD424641	N/A
SEPTEMBER	TPIP - 31	Paiute Indian Tribe of Utah	UT		1) Replace first named	09/25/19	07/01/20	-	Landmark American Insurance Company	LHD424643	N/A
SEPTEMBER	TPIP - 37	Leech Lake Band of Ojibwe and Leech Lake Financial	MN	LEECH	Add Casino location 259: 6268	07/25/19	07/01/20	$59,013,578	Landmark American Insurance Company	LHD424644	$ 854
SEPTEMBER	TPIP - 37	Leech Lake Band of Ojibwe and Leech Lake Financial	MN	LEECH	Add Casino location 259: 6268	07/25/19	07/01/20	$59,013,578	Landmark American Insurance Company	LHD424645	$ 427
SEPTEMBER	TPIP - 37	Muscogee (Creek) Nation	OK		Add Loss Payee:	09/24/19	07/01/20	-	Landmark American Insurance Company	LHD424644	N/A
SEPTEMBER	TPIP - 37	Muscogee (Creek) Nation	OK		Add Loss Payee:	09/24/19	07/01/20	-	Landmark American Insurance Company	LHD424645	N/A
SEPTEMBER	TPIP - 37	Osage Nation	OK	OSNAT	Correction to renewal TIV	07/01/19	07/01/20	$5,944,514	Landmark American Insurance Company	LHD424644	$ 267
SEPTEMBER	TPIP - 37	Osage Nation	OK	OSNAT	Correction to renewal TIV	07/01/19	07/01/20	$5,944,514	Landmark American Insurance Company	LHD424645	$ 134
											$ 3,765

SUMMARY		
TOTAL ADDITIONAL PREMIUM / (RETURN PREMIUM) BY CARRIER		
Landmark American Insurance Company	LHD424641	$ 1,388
Landmark American Insurance Company	LHD424643	$ 695
Landmark American Insurance Company	LHD424644	$ 1,121
Landmark American Insurance Company	LHD424645	$ 561
GRAND TOTAL		**$ 3,765**

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions or limitations of the policy to which this endorsement is attached other than as above stated.

This endorsement when countersigned by a duly authorized representative of the Company shall be valid and form part of the above-mentioned policy.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Date Issued: 2/12/2020

Authorized Representative

Policy Number: LHD424641

Insurer: Landmark American Insurance Company

Named Insured: Tribal First DEC 31

NOTICE - REJECTION OF TERRORISM COVERAGE

Coverage has been “rejected” by the Insured for all acts of terrorism including but not limited to “certified acts of terrorism” under the federal Terrorism Risk Insurance Act.

IMPORTANT NOTICE

CALIFORNIA SURPLUS LINES DISCLOSURE NOTICE

1. **THE INSURANCE POLICY THAT YOU HAVE PURCHASED IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED "NONADMITTED" OR "SURPLUS LINE" INSURERS.**
2. **THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT THAT APPLY TO CALIFORNIA LICENSED INSURERS.**
3. **THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.**
4. **THE INSURER SHOULD BE LICENSED EITHER AS A FOREIGN INSURER IN ANOTHER STATE IN THE UNITED STATES OR AS A NON-UNITED STATES (ALIEN) INSURER. YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR "SURPLUS LINE" BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT THE FOLLOWING TOLL-FREE TELEPHONE NUMBER: 1-800-927-4357 OR INTERNET WEB SITE WWW.INSURANCE.CA.GOV. ASK WHETHER OR NOT THE INSURER IS LICENSED AS A FOREIGN OR NON-UNITED STATES (ALIEN) INSURER AND FOR ADDITIONAL INFORMATION ABOUT THE INSURER. YOU MAY ALSO CONTACT THE NAIC'S INTERNET WEB SITE AT WWW.NAIC.ORG.**
5. **FOREIGN INSURERS SHOULD BE LICENSED BY A STATE IN THE UNITED STATES AND YOU MAY CONTACT THAT STATE'S DEPARTMENT OF INSURANCE TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.**
6. **FOR NON-UNITED STATES (ALIEN) INSURERS, THE INSURER SHOULD BE LICENSED BY A COUNTRY OUTSIDE OF THE UNITED STATES AND SHOULD BE ON THE NAIC'S INTERNATIONAL INSURERS DEPARTMENT (IID) LISTING OF APPROVED NONADMITTED NON-UNITED STATES INSURERS. ASK YOUR AGENT,**

BROKER, OR "SURPLUS LINE" BROKER TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.

7. **CALIFORNIA MAINTAINS A LIST OF APPROVED SURPLUS LINE INSURERS. ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE INTERNET WEB SITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE: WWW.INSURANCE.CA.GOV.**
8. **IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE BOUND IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS GOING TO LAPSE WITHIN TWO BUSINESS DAYS OR BECAUSE YOU WERE REQUIRED TO HAVE COVERAGE WITHIN TWO BUSINESS DAYS, AND YOU DID NOT RECEIVE THIS DISCLOSURE FORM AND A REQUEST FOR YOUR SIGNATURE UNTIL AFTER COVERAGE BECAME EFFECTIVE, YOU HAVE THE RIGHT TO CANCEL THIS POLICY WITHIN FIVE DAYS OF RECEIVING THIS DISCLOSURE. IF YOU CANCEL COVERAGE, THE PREMIUM WILL BE PRORATED AND ANY BROKER'S FEE CHARGED FOR THIS INSURANCE WILL BE RETURNED TO YOU.**

State Fraud Statements
Fraud Statements – Signature Required for New York Only

ARKANSAS, LOUISIANA, RHODE ISLAND, TEXAS AND WEST VIRGINIA FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

ALASKA FRAUD STATEMENT

A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

ALABAMA FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

ARIZONA FRAUD STATEMENT

For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

CALIFORNIA FRAUD STATEMENT

For your protection, California law requires that you be made aware of the following: Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

COLORADO FRAUD STATEMENT

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

DELAWARE FRAUD STATEMENT

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

DISTRICT OF COLUMBIA FRAUD STATEMENT

WARNING: It is a crime to provide false, or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

FLORIDA FRAUD STATEMENT

Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

HAWAII FRAUD STATEMENT

For your protection, Hawaii law requires you to be informed that any person who presents a fraudulent claim for payment of a loss or benefit is guilty of a crime punishable by fines or imprisonment, or both.

IDAHO FRAUD STATEMENT

Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

INDIANA FRAUD STATEMENT

Any person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

KANSAS FRAUD STATEMENT

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

KENTUCKY FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

MAINE FRAUD STATEMENT

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

MARYLAND FRAUD STATEMENT

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

MINNESOTA FRAUD STATEMENT

Any person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

NEW HAMPSHIRE FRAUD STATEMENT

Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

NEW JERSEY FRAUD STATEMENT

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NEW MEXICO FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

OHIO FRAUD STATEMENT

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

OKLAHOMA FRAUD STATEMENT

WARNING: Any person who knowingly and with intent to injure, defraud, or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

OREGON FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

PENNSYLVANIA FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

PUERTO RICO FRAUD STATEMENT

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

TENNESSEE, VIRGINIA, AND WASHINGTON FRAUD STATEMENT

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

SIGNATURE REQUIRED

NEW YORK FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

_____

Insured/Applicant/Claimant

_____

By (Authorized Representative)

_____

Title

_____

Date

This Endorsement Changes The Policy. Please Read It Carefully.

SCHEDULE OF POLICY ATTACHMENTS AND FORMS

Form Number	Form Title
	Policy Declarations; Schedule of Carriers/Addendum; TPIP policy form
RSG 92001 0416	California Service Of Suit
RSG 93006 0405	California Changes - Cancellation and Nonrenewal
RSG 94027 0206	Minimum Earned Premium Clause - Percentage
RSG 96004 0210	Exclusion And Limited Additional Coverage For Fungus
RSG 96014 0504	Exclusion of Pathogenic or Poisonous Biological or Chemical Material
RSG 96064 0817	Exclusion Of Terrorism - Exception Covering Certain Fire Losses
RSG 96066 0518	Cyber, Electronic Data and Systems Exclusion
RSG 96068 1218	Exclusion - Marijuana
IL 0017 1198	Common Policy Conditions

ALLIANT PROPERTY INSURANCE PROGRAM
DOMESTIC POLICY DECLARATION PAGE

POLICY NAME	**ALLIANT PROPERTY INSURANCE PROGRAM**
POLICY NUMBER:	**See Attached Schedule of Carriers**
NAMED INSURED	**ALLIANT PROPERTY INSURANCE PROGRAM** **Declaration 31 - TPIP 4**
MAILING ADDRESS OF INSURED:	**c/o Alliant Insurance Services, Inc.** **325 E. Hillcrest Dr. Suite 250** **Thousand Oaks, CA 91360**

POLICY PERIOD: From: **July 1, 2019**
To: **July 1, 2020**

Both days at 12:01 a.m. Local Standard Time

LIMITS OF LIABILITY:

A. Declaration Limit of Liability:

$ 1,000,000,000	Per Occurrence, all Perils, Coverages (subject to the policy exclusions), and all Named Insureds combined on this Declaration, regardless of the number of Named Insured**s**, coverages, extensions of coverage, or perils insured, subject to the following per occurrence and/or aggregate sub-limits noted below.

B. Named Insured Limits:

Subject to the Declaration Limit of Liability set forth in paragraph A. above, the per Named Insured**,** per Occurrence All Perils limit set forth on the Declaration Schedule Addendum opposite each Named Insured is the most the Company will pay for each Named Insured, regardless of the, coverages, extensions of coverage or perils insured. Such per Named Insured, per Occurrence All Perils limit is part of and does not increase the Declaration Limit of Liability.

Sub-Limits of Liability:

The Sub-Limits of Liability set forth below apply Per Occurrence, subject to any aggregate listed, Per Named Insured(s) of this Declaration, excess of the Policy Deductibles set forth below or Special Terms & Conditions below, unless indicated otherwise. If the coverage listed below indicates that it "Varies per Named Insured", the applicable sub-limit for each Named Insured is set forth on the Declaration Schedule Addendum opposite each Named Insured's name. Further, if a different limit is set forth in such Declaration Schedule Addendum opposite each Named Insured's name from the limit set forth below, such sub-limit will control with respect to such Named Insured. The Sub-Limits of Liability set forth below or in the Declaration Schedule Addendum are subject to and do not increase the Declaration Limit of Liability set forth above or as set forth in the Declaration Schedule Addendum.

Not to exceed member Sublimit noted on the Declaration Addendum	Flood Limit - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage) in this Declaration combined as respects the peril of Flood occurring outside the State of California.
Not to exceed member Sublimit noted on the Declaration Addendum	Flood Limit - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage) in this Declaration combined as respects the peril of Flood occurring in the State of California.
Not to exceed member Sublimit noted on the Declaration Addendum	Excess of $500,000,000 Per Occurrence and in the Annual Aggregate as respects the peril of Flood (for those Named Insureds that purchase this optional dedicated coverage) excluding Flood Zone A & V Sub-limit (inclusive of all 100 year exposures), not to exceed individual Named Insured's sub-limits and aggregates

Not to exceed member Sublimit noted on the Declaration Addendum	Combined Business Interruption and Rental Income. However, if specific values for such coverage have not been reported as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc., this sub-limit amount is limited to $500,000 per Named Insured subject to maximum of $2,500,000 Per Occurrence, Per Declaration for Business Interruption and Rental Income combined. Business Interruption coverage for Power Generating Plants is excluded, unless otherwise specified.
Not to exceed member Sublimit noted on the Declaration Addendum	Earthquake Shock - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage) in this Declaration combined as respects the peril of Earthquake Shock occurring outside the State of California.
Not to exceed member Sublimit noted on the Declaration Addendum	Earthquake Shock - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage) in this Declaration combined as respects the peril of Earthquake Shock occurring inside the State of California.
$ 35,000,000	Extra Expense
$ 40,000,000	Automatic Acquisition for new locations for existing Named Insureds for 120 days, excluding Earthquake Shock in the states of Alaska and California. If Flood coverage is purchased for all scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V. (If values are not reported within the stated reporting provision, a maximum sub-limit of $25,000,000 for any one occurrence will apply). Additionally a sub-limit of $2,500,000 applies for Tier 1 Wind Counties, Parishes and Independent Cities for 60 days for the states of Virginia, North Carolina, South Carolina, Georgia, Alabama, Mississippi, Louisiana, Texas and/or situated anywhere within the states of Florida and Hawaii.
$ 40,000,000	Miscellaneous Unnamed Locations excluding Earthquake Shock for locations in the states of Alaska and California, and if Flood Coverage is purchased for scheduled locations, Flood is covered subject to Named Insured's Flood Limits, however, Flood Zones A&V are excluded. This coverage extension does not apply to locations situated in Tier I or Tier II Counties.
$ 1,000,000	Unscheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf, subject to 25 gallon maximum container size but not to exceed $25,000 per item for existing Named Insureds excluding Earthquake coverage for locations in Alaska and California. If flood coverage is purchased for scheduled locations, this extension includes Flood coverage for any location not situated in Flood Zones A or V.
$5,000,000 or 110% of the scheduled values whichever is greater, for	Scheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf, subject to 25 gallon maximum container size but not to exceed $25,000 per item
$ 35,000,000	Errors & Omissions (errors/omissions in the description, location of property, or valuation of property). This extension does not increase any more specific limit stated elsewhere in this policy.
$ 25,000,000	Course of Construction and Additions (including new) for projects with project values not exceeding the sub-limit shown. This sub-limit may be increased to $100,000,000 for non-combustible construction, subject to Underwriting review and approval.

$	250,000	Prize Giveaways
$	2,500,000	Money and Securities as respects perils of Fire, Wind, Hail, Explosion, Smoke, Lightning, Riot, Civil Commotion, Impact by Aircraft or Objects falling there from, Impact by vehicles, Water Damage and Theft (other than by an employee(s) of the Insured(s))
$	2,500,000	Unscheduled Fine Arts
$	25,000	Per Occurrence and in the Annual Aggregate as respects Accidental Contamination for Owned Land, Land Values and Water owned by the Insured(s)
$	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.
$	150,000,000	Except $50,000,000 for Named Insureds in Decarlations 31 and 37 for Increased Cost of Construction due to the enforcement of building codes/ordinance or law (includes All Risk and Boiler & Machinery). Demolition, Compliance with Law and BI are restricted to $35,000,000
$	25,000,000	Transit
$	2,500,000	Unscheduled Animals; subject to maximum of $50,000 per Animal, Per Occurrence
$	2,500,000	Watercraft under 50 feet (watercraft over 50 feet must be scheduled subject to underwriting review and approval)
$	25,000,000	Off Premises Services Interruption including Extra Expense resulting from a covered peril at non-owned/operated location(s)
$	3,000,000	Separately as respects Contingent Business Interruption, Contingent Rental Value, and Contingent Extra Expense
$	3,000,000	Tax Revenue Interruption – Per Policy Provisions. However, if specific values for such coverage have not been reported as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc., this sub-limit amount is limited to $100,000 Per Occurrence – Per Policy Provisions.
$	500,000	Separately as respects Furs, Jewelry, Precious Metals and Precious Stones
$	1,000,000	Claims Preparation Expenses
$	25,000,000	Expediting Expenses
$	1,000,000	Personal Property Outside the USA
	180 Days	Extended Period of Indemnity

$ 100,000	Per Occurrence while in Storage and In Transit coverage subject to $10,000 Deductible for Unmanned Aircraft as more fully defined in the Policy. Not Covered while in Flight.	
$ 100,000	Per Occurrence with a $1,000,000 Annual Aggregate per Declaration for Mold/Fungus Resultant Damage as more fully defined in the policy.	

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BOILER & MACHINERY COVERAGES & LIMITS:	$	100,000,000	Boiler Explosion and Machinery Breakdown as respects Combined Property Damage and Business Interruption/Extra Expense (Including Bond Revenue Interest Payments where Values Reported and excluding Business Interruption for Power Generating Facilities unless otherwise specified). Limit includes loss adjustment agreement and electronic computer or electronic data processing equipment with the following sub-limits:
	$	10,000,000	Utility Interruption
	$	10,000,000	Ammonia Contamination
	$	10,000,000	Water Damage
	$	10,000,000	Consequential Damage
	$	2,000,000	Media Coverage
	$	1,000,000	Hazardous Substance
	$	25,000,000	Ordinance or Law - Included in Demo & ICC Limit above
NEWLY ACQUIRED LOCATIONS:	$	25,000,000	Automatic Acquisition for Boiler & Machinery values at newly acquired locations. Values greater than $25,000,000 or Power Generating Facilities must be reported within 90 days and must have prior underwriting approval prior to binding

VALUATION:

- Repair or Replacement Cost
- Actual Loss Sustained for Time Element Coverages
- Contractor's/Scheduled Equipment either Replacement Cost or Actual Cash Value as elected by declaring values in the manner losses are to be adjusted. If not declared, valuation will default to Actual Cash Value (ACV)

"ALL RISK" BASIC DEDUCTIBLE:	Varies by Named Insured	All Risk Deductible; Per occurrence each and every loss except as specified below:
"ALL RISK" DEDUCTIBLES FOR SPECIFIC PERILS AND COVERAGES:	$ 10,000	Residential Property(ies) less than $100,000 in value, or "All Risk" Policy Deductible as set forth above, whichever the greater

$	25,000	Residential Property(ies) greater than $100,000 in value, or "All Risk" Policy Deductible as set forth above, whichever the greater
	Varies by Named Insured	All Flood Zones excluding Flood Zones A & V
	Varies by Named Insured	Flood Zones A & V (inclusive of all 100 year exposures)
	Varies by Named Insured	Earthquake Shock Per Unit of Insurance Per Occurrence separately as respects Real Property, Personal Property, Property in the Open and Time Element except 10% with $100,000 minimum for buildings constructed prior to 1940 where Earthquake Coverage is purchased
$	1,000	Specially Trained Animals
$	500,000	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.
	2.5%	of Annual Tax Revenue Value per Location for Tax Interruption
	24 Hour Waiting Period	Service Interruption as respects All Perils and Coverages (other than Boiler and Machinery Breakdown)
	24 Hour	Equivalent Business Interruption Deductible at the time of loss (24 hours to be calculated by dividing the total Business Interruption loss by the number of days business was interrupted) as respects All Perils and Coverages solely for Casino(s) with Total Insurable Values in excess of $50,000,000
$	25,000	Boiler & Machinery Deductible, per occurrence each and every loss

ALLIANT PROPERTY INSURANCE PROGRAM
DOMESTIC POLICY DECLARATION PAGE

SPECIAL TERMS & CONDITIONS:

It is understood and agreed that notwithstanding anything contained herein to the contrary the following shall apply to this Policy:

SPECIAL TERMS:

Description:
Varies by Named Insured

Limit:
Varies by Named Insured

Deductible:
Varies by Named Insured

TERMS AND CONDITIONS:
25% Minimum Earned Premium and cancellations subject to 10% penalty
90 Days except 10 Days for Non-Payment of Premium

NOTIFICATION OF CLAIMS TO:
Alliant Insurance Services, Inc.
Attention: Claims Department
100 Pine Street, 11th Floor
San Francisco, CA 94111

7/1/2019 7/1/2020 Tribal

Declaration #31 - Tribal Property Insurance Program I (TPIP I)

Participation%	Participation $		Company	Policy #
	$ 2,500,000	**Primary**	**(for 55%) Per Occurrence all Named Insureds over all Declarations combined. All Risk including EQ & FL, Including B&M**	
55.0000%	**$ 1,375,000**		**Lexington Insurance Company**	017471589/06
	$ 25,000,000		**(for 35%) Per Occurrence/Per Declaration All Risk including EQ & FL, Including B&M**	
35.0000%	**$ 8,750,000**		**Lexington Insurance Company**	38412453
	$ 25,000,000		**(for 10%) Per Occurrence/Per Declaration. All Risk including EQ & FL, Including B&M**	
10.0000%	**$ 2,500,000**		**Lexington Insurance Company**	38412468
	$ 12,500,000	**Excess of $2,500,000**	**To pay the difference between $15,000,000 (100%) per occurrence/ per Declaration and $2,500,000 (for 100%) per occurrence, all Members over all Declarations combined. Subject to an annual aggregate (for 100%) as held on file with Alliant Insurance Services.** *** All Risk including EQ, FL and B&M**	
2.5000%	$ 312,500		RKH-Underwriters at Lloyds-Aspen Specialty Insurance Company	PX006CP19
4.0000%	$ 500,000		RKH- Underwriters and Lloyds syndicates 4444 CNP	PJ1900131
3.0000%	$ 375,000		One Beacon - Homeland Insurance Company of NY	798000253
7.5000%	$ 937,500		Hallmark Speciatly Insurance Co.	73PRX19A1C4
17.0000%	**$ 2,125,000**			
	$ 12,500,000	**Excess of $2,500,000**	**To pay the difference between $15,000,000 (100%) per occurrence/ per Declaration and $2,500,000 (for 100%) per occurrence, all Members over all Declarations combined. Subject to an annual aggregate (for 100%) as held on file with Alliant Insurance Services.** *** All Risk including EQ, FL and B&M**	
38.0000%	$ 4,750,000		RKH- Underwriters and Lloyds Syndicate: 1414 ASC, 0510 KLN, 1861 ATL, 0318 MSP, 3268 AGR, XL Catlin Insurance Company UK Ltd, 1183 TAL	PJ193647
38.0000%	**$ 4,750,000**			
	$ 50,000,000		**To pay the difference between $50,000,000 (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 $195,000,000 (for 35%). All Risk Including EQ & FL Including B&M**	
35.0000%	$ 17,500,000		Lexington Insurance Company	011660450/07
	$ 25,000,000		**$25,000,000 (100%) per occurrence / per Declaration excess of the Captive Annual Aggregate of $150,000,00. All Risk including EQ& Flood, including B&M.**	
6.0000%	$ 1,500,000		Aspen Insurance UK Ltd.	PRAGET719
2.0000%	$ 500,000		Ironshore Specialty Insurance Company	003661401
2.0000%	$ 500,000		RKH-Underwriters at Lloyds- Lloyd's Syndicate 1200 AM/	PJ1900124
10.0000%	**$ 2,500,000**			
	$ 35,000,000	**Excess of $15,000,000**	**All Risk Including Flood and Earthquake and B&M**	

47.5000%	$ 16,625,000	RKH-Lloyds Syndicates: : ASC 1414, KLN 0510, ATL 1861, QBE 1886, MSP 0318, APL 1969, CHN 2015 and XL Catlin Insurance Company UK Ltd	PJ1933021
7.5000%	$ 2,625,000	Brit-Certain Underwriters at Lloyd's, London Syndicate 2987 (Non-Admitted)	PD-10367-05
55.0000%	**$ 19,250,000**		

	$ 25,000,000	**Excess of $25,000,000**	**All Risk Including Flood and Earthquake and B&M**	
10.0000%	$ 2,500,000	RKH-Endurance Worldwide Insurance Ltd t/as Sompo International	PJ1900134
10.0000%	**$ 2,500,000**		

	$ 50,000,000	**Excess of $50,000,000**	**All Risk Including Flood and Earthquake**	
15.0000%	$ 7,500,000	Arch Specialty Insurance Company (excluding B&M)	ESP7301433-05
25.0000%	$ 12,500,000	Evanston Insurance Company (excluding B&M)	MKLV14XP012539
10.0000%	$ 5,000,000	Hallmark Specialty Insurance Company (excluding B&M)	73PRX19A1FA
10.0000%	$ 5,000,000	Allied World National Assurance Company (excluding B&M)	0310-8171-1N
5.0000%	$ 2,500,000	RKH: Endurance Worldwide Insurance Ltd./t/as Sompo International (excluding B&M)	PJ1900134
35.0000%	$ 17,500,000	RKH - Lloyds Underwriters - Syndicates: KLN 0510, TMK 1880, BRT 2987, BRT 2988, CNP 4444, ATL 1861, Neon Worldwide Property Consortium, AUW 0609, TAL 1183 and AUL 1274 (excluding B&M)	PJ1900067
100.0000%	**$ 50,000,000**		

	$ 300,000,000	**Excess of $100,000,000**	**All Risk Including Flood and Earthquake and B&M**	
100.0000%	$ 300,000,000	Lexington Insurance Company	011660470/07
100.0000%	**$ 2,500,000**		

	$ 100,000,000	**Excess of $400,000,000**	**All Risk Including Flood and Earthquake and B&M**	
100.0000%	$ 100,000,000	RSUI - Landmark American Insurance Company	LHD424641
100.0000%	**$ 2,500,000**		

	$ 300,000,000	**Excess of $500,000,000**	**All Risk Including Flood and Earthquake and B&M**	
100.0000%	$ 300,000,000	XL Insurance America, Inc.	US00010377PR19A
100.0000%	**$ 2,500,000**		

	$ 200,000,000	**Excess of $800,000,000**	**All Risk Excluding Flood and Earthquake and B&M**	
100.0000%	$ 200,000,000	RSUI - Landmark American Insurance Company	LHD424643
100.0000%	**$ 200,000,000**		

	$ 35,000,000	**Excess of $15,000,000**	**Excess Boiler and Machinery**	
7.5000%	$ 2,625,000	Lexington Insurance Company	011660457/07
7.5000%	**$ 2,625,000**		

	$ 50,000,000	**Excess of $50,000,000**	**Excess Boiler and Machinery**	
100.0000%	$ 50,000,000	Lexington Insurance Company	011660457/07
100.0000%	**$ 50,000,000**		

	$ 50,000,000	**Excess of $450,000,000**	**DIC only Layer including EQ and FL**	
48.7900%	$ 24,395,000	SRU - Certain Underwriters at Lloyd's	AQS-190987
10.7100%	$ 5,355,000	SRU - HDI Global Specialty SE	HAQS-190987
25.0000%	$ 12,500,000	SRU - General Security Indemnity	TR00093911900987
6.5000%	$ 3,250,000	SRU - Crum & Forster Specialty	SRC-100858

TRIBAL DECLARATION SCHEDULE ADDENDUM
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Dec #	Named Insured	Address	Address 2	City	State	Zip Code	2019 Total All Risk Limit	2019 EQ Limit	2019 Flood Limit	2019 Flood A&V sub-limit
31	4 Bears Casino and Lodge	202 Frontage Road		New Town	ND	58763	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Aanikoosing, Inc	3475 US Hwy 41 W		Marquette	MI	49855	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Akimel Enterprise, LLC	4231 W. Riggs Road		Chandler	AZ	85248	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Alabama Coushatta Tribe of Texas	571 State Park Rd. 56		Livingston	TX	77351	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Alabama Coushatta Tribe of Texas Tribal Economic Development Authority DBA Naskila Gaming	540 State Park Road 56		Livingston	TX	77351	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Apache Behavioral Health Services, Inc and White	249 W Ponderosa Dr		Whiteriver	AZ	85941	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Assiniboine & Sioux Tribes of the Fort Peck Indian	107 H St E		Poplar	MT	59255	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Assiniboine and Sioux Rural Water System	6029 Road 1068		Wolf Point	MT	59201	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Bad River Band of Lake Superior Tribe of Chippewa	72682 Maple Street		Odanah	WI	54861	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Bad River Lodge & Casino	73370 US Highway 2		Odanah	WI	54861	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Bear River Band of Rohnerville Rancheria	27 Bear River Drive		Loleta	CA	95551	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Bear River Casino	11 Bear Paws Way		Loleta	CA	95551	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Big Sandy Rancheria	37387 Auberry Mission Road		Auberry	CA	93602	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Big Valley Rancheria Band of Pomo Indians	2726 Mission Rancheria Road		Lakeport	CA	95453	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Blackfeet Tribe of the Blackfeet Indian Reservation	640 Popimi		Browning	MT	59417	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Bow Hill Enterprises LLC	18444 Bow Ridge Dr.		Bow	WA	98232	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Buena Vista Rancheria of Me-Wuk Indians	1418 20th Street		Sacramento	CA	95811	1,000,000,000	1,130,000	1,130,000	Not Covered
31	Cachil DeHe Band of Wintun Indians of the Colusa Indian Community dba: Colusa Casino & Bingo	3770 Highway 45		Colusa	CA	95932	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Caddo Nation Travel Plaza	244 Bison Road		Gracemont	OK	73042	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Cahuilla Casino, Cahuilla Band of Mission Indians	P.O. Box 390854		Anza	CA	92539	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Campo Band of Mission Indians	36190 Church Road		Campo	CA	91906	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Casino White Cloud	777 Jackpot Dr.		White Cloud	KS	66094	1,000,000,000	1,000,000	Not Covered	Not Covered
31	CBN Health Center, Inc.	Exit 131 Rr 56	56-DC Center	Laguna	NM	87026	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Chehalis Tribal Enterprises	18120 Anderson Road		Oakville	WA	98568	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Chemehuevi Indian Tribe and Havasu Landing Resort	P.O. Box 1976		Havasu Lake	CA	92363	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Cherokee Nation Businesses, LLC	777 West Cherokee Street		Catoosa	OK	74015	1,000,000,000	5,000,000	10,000,000	Not Covered
31	Chicken Ranch Casino and Bingo	16929 Chicken Ranch Rd.		Jamestown	CA	95327	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Chicken Ranch Rancheria of Me-Wuk Indians of California	P.O. Box 1159		Jamestown	CA	95327	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Chippewa Cree Tribe	Rocky Boy Route #544		Box Elder	MT	59521	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Cimarron Casinos Enterprise, Iowa Tribe of OK dba	821 W Freeman		Perkins	OK	74059	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Cocopah Casino	15318 South Avenue B		Somerton	AZ	85350	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Cocopah Indian Tribe and Enterprises	14515 S Veterans Drive		Somerton	AZ	85350	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Colville Tribal Federal Corporation	PO Box 140	21 Colville St	Nespelem	WA	99155	1,000,000,000	0	5,000,000	Not Covered
31	Confederated Construction Company, LLC	18120 Anderson Road		Oakville	WA	98568	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Confederated Salish & Kootenai Tribes	PO Box 278		Pablo	MT	59855	1,000,000,000	2,500,000	2,500,000	Not Covered
31	Confederated Tribes and Band of the Yakama Nation	401 Fort Road		Toppenish	WA	98948	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Confederated Tribes of Coos	1245 Fulton Avenue		Coos Bay	OR	97420	1,000,000,000	20,397,778	Not Covered	Not Covered
31	Confederated Tribes of Siletz Indians	P.O. Box 549		Siletz	OR	97380	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Confederated Tribes of Siletz Indians	P.O. Box 549		Siletz	OR	97380	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Confederated Tribes of the Chehalis Reservation	P.O. Box 536		Oakville	WA	98568	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Coquille Indian Tribe	3050 Tremont St		North Bend	OR	97459	1,000,000,000	4,000,000	2,000,000	Not Covered
31	Corvid Technologies, LLC	145 Overhill Drive		Mooresville	NC	28117	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Cowlitz Indian Tribe	1055 9th Ave. A&B		Longview	WA	98632	1,000,000,000	1,000,000	4,800,000	Not Covered
31	Coyote Valley Band of Pomo Indians	7601 n State Street		Redwood Valley	CA	95470	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Coyote Valley Entertainment Enterprises dba: Coyote Valley Casino	455 Coyote Valley Blvd		Redwood Valley	CA	95470	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Desert Rose Casino	P.O. Box 910		Alturas	CA	96101	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Dry Creek Rancheria Band of Pomo Indians	1550 Airport Blvd., Suite 101		Santa Rosa	CA	95403	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Eastern Shoshone Tribe	P.O. Box 538		Fort Washakie	WY	82514	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Eastern Shoshone Tribe DBA Shoshone Rose Casino	5690 Highway 287		Lander	WY	82520	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Eight Northern Indian Pueblos Council Inc	327 Eagle Dr		San Juan Pueblo	NM	87566	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Federated Indians of Graton Rancheria	6400 Redwood Drive, Suite 300		Rohnert Park	CA	94928	1,000,000,000	1,800,120	Not Covered	Not Covered
31	Filtra Systems Company LLC	23900 Haggerty Rd		Farmington Hills	MI	48335	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Fond du Lac Band of Lake Superior Chippewa	1720 Big Lake Road		Cloquet	MN	55720	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Fond du Lac Housing Authority	1720 Big Lake Road		Cloquet	MN	55720	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Fort Belknap Indian Community	656 Agency Main Street		Fort Belknap Agency	MT	59526	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Fort Independence Indian Reservation	131 N Hwy 395		Independence	CA	93526	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Fort McDowell Enterprises, LLC	P.O. Box 18359		Fountain Hills	AZ	85269	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Fort McDowell Yavapai Materials	P.O. Box 19120		Fountain Hills	AZ	85269	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Fort Mojave Indian Tribe	500 Merriman St		Needles	CA	92363	1,000,000,000	5,000,000 excluding California locations	5,000,000	Not Covered
31	Fort Sill Apache Tribe of Oklahoma	43187 US Hwy 281		Apache	OK	73006	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Fort Sill Apache Tribe of Oklahoma dba Fort Sill Apache Casino	P.O. Box 809		Lawton	OK	73502	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Gila River Farms	212 N. Old Hwy 93		Sacaton	AZ	85147	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Gila River Health Care Corp.	483 Seed Farm Road		Sacaton	AZ	85147	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Gila River Indian Community	525 West Gu U Ki		Sacaton	AZ	85147	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Global Gaming LSP, LLC	1000 Lone Star Parkway		Grand Prairie	TX	75050	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Global Gaming WS Tower I LLC; Global Gaming WS Towers II & III LLC	21444 World Way Dr		Thackerville	OK	73459	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Golden Acorn Casino	1800 Golden Acorn Way		Campo	CA	91906	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Grand Lake Casino	24701 South 655 Road		Grove	OK	74344	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Grand Portage Band of Lake Superior Chippewa dba Grand Portage Lodge & Casino	Casino Drive		Grand Portage	MN	55605	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Grand Portage Business Committee	83 Stevens Road		Grand Portage	MN	55605	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Great Lakes Indian Fish & Wildlife Commission	P.O. Box 9		Odanah	WI	54861	1,000,000,000	Not Covered	Not Covered	Not Covered

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Dec #	Named Insured	Address	Address 2	City	State	Zip Code	2019 Total All Risk Limit	2019 EQ Limit	2019 Flood Limit	2019 Flood A&V sub-limit
31	Habematolel Pomo of Upper Lake	P.O. Box 516		Upper Lake	CA	95485	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Habematolel Pomo of Upper Lake dba Running Creek Casino	635 E. Hwy 20		Upper Lake	CA	95485	1,000,000,000	Not Covered	1,000,000	Not Covered
31	Havasu Landing Casino	P.O. Box 1975		Havasu Lake	CA	92363	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Havasu Landing Resort	PO Box 1707		Havasu Lake	CA	92363	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Ho Chunk, Inc.	1 Mission Drive, P.O. Box 390		Winnebago	NE	68071	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Hwal Bay Baij Enterprises	P.O. Box 179 and P.O. Box 359		Peach Springs	AZ	86434	1,000,000,000	5,000,000	5,000,000	Not Covered
31	IIPay Nation of Santa Ysabel	100 School House Canyon Road	PO Box 130	Santa Ysabel	CA	92070	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Inter Tribal Council of MI, Inc.	2956 Ashmun Street		Sault Sainte Marie	MI	49783	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Inter-Tribal Council, Inc.	P.O. Box 1308		Miami	OK	74355	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Intertribal Court of Southern California	49002 Golsh Road		Valley Center	CA	92082	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Iowa Tribe of Kansas & Nebraska	3345 Thrasher Road		White Cloud	KS	66094	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Jamestown S'Klallam Tribe	1033 Old Blyn Highway		Sequim	WA	98382	1,000,000,000	5,000,000	1,000,000	Not Covered
31	Jena Choctaw Indian Gaming Authority dba: Jena Choctaw Pines Casino	149 Chahta Trails		Dry Prong	LA	71423	1,000,000,000	1,000,000	5,000,000	Not Covered
31	Kalispel Tribe of Indians	P.O. Box 39		Usk	WA	99180	1,000,000,000	2,000,000	2,000,000	Not Covered
31	Karuk Tribe	64236 Second Street		Happy Camp	CA	96039	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Karuk Tribe of California DBA: Rain Rock Casino	777 Casino Way		Yreka	CA	96097	1,000,000,000	0	0	Not Covered
31	Keweenaw Bay Indian Community	16429 Beartown Road		Baraga	MI	49908	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Kickapoo Tribe in Kansas DBA Golden Eagle Casino	1121 Goldfinch Road		Horton	KS	66439	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Kickapoo Tribe of Oklahoma	P.O. Box 70		McLoud	OK	74851	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Kiowa Casino Operations Authority dba Kiowa Casino - Red River	E. 1980 Hwy 36		Devol	OK	73531	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Kiowa Tribe	P.O. Box 369		Carnegie	OK	73015	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Klamath Indian Tribe	501 Chiloquin Boulevard		Chiloquin	OR	97624	1,000,000,000	3,000,000	3,000,000	Not Covered
31	Konocti Vista Casino	2755 Mission Rancheria Rd		Lakeport	CA	95453	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Kootenai Tribe of ID	Country Road 38A		Bonners Ferry	ID	83805	1,000,000,000	1,000,000	1,000,000	Not Covered
31	La Jolla Band of Luiseno Indians	22000 Hwy 76		Pauma Valley	CA	92061	1,000,000,000	0	0	Not Covered
31	La Posta Band of Mission Indians	8 Crestwood Rd.		Boulevard	CA	91905	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Lac Courte Oreilles Band of Lake Superior Chippewa Indians	13394 W. Trepania Road		Hayward	WI	54843	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Lac du Flambeau Band of Lake Superior Chippewa	418 Little Pines Road		Lac du Flambeau	WI	54538	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Lac Vieux Desert Band of Lake Superior Chippewa Indians / Lac Vieux Desert Resort Casino and Golf	N5384 UW Hwy 45		Watersmeet	MI	49969	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Lake County Tribal Health Consortium	925 Bevins Court		Lakeport	CA	95453	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Lenape Entertainment, LLC; Delaware Tribal Games DBA Gold River Casino, Casino Oklahoma	31064 SH281 Bldg 101		Anadarko	OK	73005	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Li-Si-Wi-Nwi Health, Inc.	2029 South Gordon Cooper Drive		Shawnee	OK	74801	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Little River Band of Ottawa Indians	2608 Government Center Dr		Manistee	MI	49660	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Little Traverse Bay Bands of Odawa Indians	7500 Odawa Circle		Harbor Springs	MI	49740	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Makah Tribal Council	P.O. Box 115		Neah Bay	WA	98357	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Many Farms Community School	P.O. Box 70		Many Farms	AZ	86538	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Marty Indian School	9000 388th Avenue		Marty	SD	57361	1,000,000,000	Not Covered	5,000,000	5,000,000
31	Mashpee Wampanoag Indian Tribe	483 Great Neck Road		Mashpee	MA	02649	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Miami Nation Enterprises (Parent)	4600 W US Hwy 90		San Antonio	TX	78237	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Miami Tribe of Oklahoma	202 South 8 Tribes Trail		Miami	OK	74355	1,000,000,000	2,000,000	1,000,000	Not Covered
31	MILLE LACS CORPORATE VENTURES - NON-CASINO	700 GRAND AVENUE		ONAMIA	MN	56359	1,000,000,000	0	0	Not Covered
31	Mississippi Band of Choctaw Indians etal	101 Industrial Road		Choctaw	MS	39350	1,000,000,000	50,000,000	50,000,000	1,000,000
31	Mohegan Holding Company, LLC	One Mohegan Sun Blvd.		Uncasville	CT	6382	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Mole Lake Casino	3051 Sand Lake Road		Crandon	WI	54520	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Mono Wind Casino	37302 Rancheria Road		Auberry	CA	93602	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Mooretown Rancheria of Maidu Indians of California	1 Alverda Drive		Oroville	CA	95966	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Nambe Pueblo	Rt. 1 Box 117 BB		Nambe	NM	87501	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Nambe Pueblo Development Corporation	33-1A Arroyo Cuynumgue		Santa Fe	NM	87506	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Narragansett Indian Tribe	c/o Speedi Burrell, Finance Director	P.O. Box 268	Charlestown	RI	02813	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Navajo Petroleum, LLC	Hwy 264		Window Rock	AZ	86515	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Navajoland Nursing Homes, Inc. DBA Dr. Guy Gorman, Sr. Care Home	PO Box 910		Chinle	AZ	86503	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Nisqually Board of Economic Development, LLC	12820 Yelm Highway SE		Olympia	WA	98513	1,000,000,000	Not Covered	1,000,000	Not Covered
31	Nooksack Indian Tribe dba	P.O. Box 157		Deming	WA	98244	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Nooksack Indian Tribe dba Nooksack Business Corporation II	9750 Northwood Road		Lynden	WA	98264	1,000,000,000	0	0	Not Covered
31	Northeastern Tribal Health Systems	P.O. Box 1498		Miami	OK	74354	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Northern Arapaho Ranch	2080 Hamilton Dome Road		Thermopolis	WY	82443	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Northern Arapaho Tribe	P.O. Box 396		Fort Washakie	WY	82514	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Northern Valley Indian Health, Inc.	207 N. Butte Street		Willows	CA	95988	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Nottawaseppi Huron Band of the Potawatomi	1485 Mno-Bmadzewen Way		Fulton	MI	49052	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Nueta Hidatsa Sahnish College	220 College Dr		New Town	ND	58763	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Oglala Lakota College	P.O. Box 490		Kyle	SD	57752	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Ohiya Casino and Resort	53142 Hwy 12		Niobrara	NE	68760	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Ohkay Casino and Resort	P.O. Box 1270		San Juan Pueblo	NM	87566	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Ohkay Owingeh	P.O. Box 1119		San Juan Pueblo	NM	87566	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Ojibwa Holding Company	220 Main Street #26		Baraga	MI	49908	1,000,000,000	1,000,000	1,000,000	1,000,000
31	Omaha Tribe of Nebraska and Iowa	100 Main Street		Macy	NE	68039	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Oneida Airport Hotel Corporation dba: Radisson Hotel & Conference Center	2040 Airport Drive		Green Bay	WI	54313	1,000,000,000	50,000,000	50,000,000	Not Covered
31	Oneida Golf Enterprises dba: Thornberry Creek at Oneida	4470 North Pine Tree Rd		Oneida	WI	54155	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Otoe Missouria Development Authority	923 N. Robinson		Oklahoma City	OK	73102	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Otoe Missouria Tribe of Indians	8151 Hwy 177		Red Rock	OK	74651	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Ottawa Tribe dba Otter Stop Convenience Store & Otter II	301 South Main Street		Miami	OK	74354	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Ottawa Tribe of Oklahoma	PO Box 110		Miami	OK	74355	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Ottawa Tribe of Oklahoma	P.O. Box 110		Miami	OK	74355-0110	1,000,000,000	Not Covered	Not Covered	Not Covered

TRIBAL DECLARATION SCHEDULE ADDENDUM
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Dec #	Named Insured	Address	Address 2	City	State	Zip Code	2019 Total All Risk Limit	2019 EQ Limit	2019 Flood Limit	2019 Flood A&V sub-limit
31	Ottawa Tribe of Oklahoma DBA ADAWE Travel Plaza	61051 E 100 Rd		Miami	OK	74354	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Pascua Yaqui Tribe	7474 Camino De Oeste		Tucson	AZ	85757	1,000,000,000	1,000,000	1,000,000	1,000,000
31	Passamaquoddy Indian Township Tribal Government	8 Kennebasis Road		Princeton	ME	4668	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Peoria Tribe of Oklahoma & Buffalo Run Hotel	118 S Eight Tribes Trails		Miami	OK	74355	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Pokagon Band of Potawatomi Indians	58620 Sink Rd		Dowagiac	MI	49047	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Ponca Tribe of Nebraska	1800 Syracuse Ave		Norfolk	NE	68701	1,000,000,000	$5,000,000	5,000,000	5,000,000
31	Ponca Tribe of Oklahoma	20 White Eagle Dr.		Ponca City	OK	74601	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Port Gamble SKlallam Tribe	31912 Little Boston Road, NE		Kingston	WA	98346	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Port Madison Enterprises Construction Corp.,	15775 George Lane NE Suite 210		Poulbso	WA	98370	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Potawatomi Business Development Corp	3215 W State St Suite 300		Milwaukee	WI	53208	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Prairie Island Indian Community	5636 Sturgeon Lake Road		Welch	MN	55089	1,000,000,000	1,000,000	5,000,000	Not Covered
31	Prairie Knights Casino and Resort	7932 Highway 24		Fort Yates	ND	58538	1,000,000,000	10,000,000	10,000,000	Not Covered
31	Prairie Wind Casino; Oglala Sioux Tribe	HC 49 Box 10		Pine Ridge	SD	57770	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Pueblo of Isleta	TR 40 Bldg 117A, 117B and 117C		Isleta	NM	87022	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Pueblo of Jemez	4471 Highway 4		Jemez Pueblo	NM	87024	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Pueblo of Laguna	22 Capital Rd.		Laguna	NM	87026	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Pueblo of Pojoaque	2 Petroglyph Circle		Santa Fe	NM	87506	1,000,000,000	1,000,000	1,000,000	1,000,000
31	Pueblo of Pojoaque Commercial Development Corporation	30 Buffalo Thunder Trail		Santa Fe	NM	87506	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Pueblo of Pojoaque Enterprise Corporation	20 & 30 Buffalo Trail		Santa Fe	NM	87506	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Pueblo of Tesuque Development Corporation; DBA Tesuque Casino	17486A Highway 84/285		Santa Fe	NM	87506	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Puyallup Tribal Health Authority	2209 E. 32nd Street		Tacoma	WA	98404	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Pyramid Lake Fisheries	603 Sutcliffe Drive		Reno	NV	89510	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Pyramid Lake Paiute Tribe	P.O. Box 256		Nixon	NV	89424	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Pyramid Lake Paiute Tribe dba: Pyramid Lake Junior & Senior High School	P.O. Box 267		Nixon	NV	89424	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Quechan Indian Tribe	PO Box 1899		Yuma	AZ	85366	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Ramona Band of Cahuilla	56310 Highway 371 Suite B		Anza	CA	92539	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Red Fox Casino	P.O. Box 1763		Laytonville	CA	95454	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Redding Rancheria Tribe	2000 Redding Rancheria Road		Redding	CA	96001	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Reno Sparks Indian Colony	34 Reservation Rd		Reno	NV	89502	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Reservation Outpost	321 54th Avenue E.		Fife	WA	98424	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Resighini Rancheria	P.O. Box 529		Klamath	CA	95548	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Rincon Band of Luiseno Indians	One Government Center Lane		Valley Center	CA	92082	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Rincon Economic Development Corp (REDCO)	33740 Valley Center Dr		Valley Center	CA	92082	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Robinson Rancheria of Pomo Indians	1545 Hwy 20		Nice	CA	95464	1,000,000,000	Not Covered	1,000,000	Not Covered
31	Robinson Rancheria Resort and Casino	1545 East Hwy 20		Nice	CA	95464	1,000,000,000	Not Covered	5,000,000	Not Covered
31	Rosebud Casino & Hotel Fuel Plaza	Highway 83 SC/NE Stateline		Mission	SD	57555	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Round Valley Health Center, Inc	77826 Covelo Road		Covelo	CA	95428	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Round Valley Indian Tribe	77826 Covelo Road		Covelo	CA	95428	1,000,000,000	Not Covered	Not Covered	Not Covered
31	S&K Gaming, LLC	49708 US Hwy 93 East		Polson	MT	59860	1,000,000,000	1,000,000	1,000,000	Not Covered
31	S&K Technologies, Inc	63033 Old Highway 93		St Ignatius	MT	59865	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Sac & Fox Casino	1322 US Highway 75		Powhattan	KS	66527	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Sac & Fox Nation of Missouri in Kansas and Nebraska	305 N. Main		Reserve	KS	66434	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Samish Indian Nation	P.O. Box 217		Anacortes	WA	98221	1,000,000,000	5,000,000	1,000,000	Not Covered
31	San Felipe Enterprises	25 Hagen Road East		San Felipe	NM	87001	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Santa Clara Pueblo	578 Kee Street		Espanola	NM	87532	1,000,000,000	1,000,000	5,000,000	Not Covered
31	Santee Sioux Tribe of Nebraska	52948 Highway 12		Niorbrar	NE	68760	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Scotts Valley Tribal TANF	2727 Systron Drive, Suite C		Concord	CA	94518	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Seminole Nation Division of Commerce	Hwy 56 & 270		Wewoka	OK	74884	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Seneca-Cayuga Tobacco Company	65490 East 240 Road		Grove	OK	74344	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Sevenwinds Casino, Lodge & Conference Center	13767 W. County Road B.		Hayward	WI	54843	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Shawnee Tribe	P.O. Box 189		Miami	OK	74355-0189	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Sherwood Valley Rancheria Casino	100 Kawi Place		Willits	CA	95490	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Shingle Springs Band of Miwok Indians	P.O. Box 1340		Shingle Springs	CA	95682	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Shingle Springs Band of Miwok Indians Development Corporation; DBA Express Fuel; DBA Shingle Springs Village	3920 Shingle Springs Dr		Placerville	CA	95667	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Shoshone Paiute Economic Development Corporation	PO Box 299		Owyhee	NV	89832	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Shoshone-Paiute Tribes of the Duck Valley Indian Reservation	PO Box 219		Owyhee	NV	89832	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Sinte Gleska University	P.O. Box 105		Mission	SD	57555	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Sisseton Wahpeton Oyate of the Lake Traverse	16849 102nd St. SE		Hankinson	ND	58041	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Sisseton Wahpeton Oyate Tribe	12554 BIA HWY 711		Agency Village	SD	57262	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Sitting Bull School	#1 School Street		Little Eagle	SD	57639	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Siyeh Corporation dba Glacier Peaks Casino	P.O. Box 1450		Browning	MT	59417	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Smith River Lucky 7 Casino	350 N. Indian Rd.		Smith River	CA	95567	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Snoqualmie Tribe	P.O. Box 969		Snoqualmie	WA	98065	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Sokaogon Chippewa Community	3051 Sand Lake Rd		Crandon	WI	54520	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Southern California Tribal Chairmens Association, Inc.	P.O. Box 1470		Valley Center	CA	92082	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Southern Ute Indian Tribe Growth Fund	14929 Hwy 172		Ignacio	CO	81137	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Squaxin Island Tribe	10 SE Squaxin Lane		Shelton	WA	98584	1,000,000,000	1,000,000	1,000,000	Not Covered
31	St Croix Band of Chippewa Indians of WI	24663 Angeline Ave		Webster	WI	54893	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Standing Rock Sioux Tribe	409 Proposal Ave		Fort Yates	ND	58538	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Standing Rock Sioux Tribe DBA Grand River Casino	27903 US Highway 12		Mobridge	SD	57601	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Stockbridge Munsee Community	N8476 Moh HE Con Nuck Road		Bowler	WI	54416	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Susanville Indian Rancheria	745 Joaquin Street		Susanville	CA	96130	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Swinomish Indian Tribal Community	11404 Moorage Way		La Conner	WA	98257	1,000,000,000	1,000,000	1,000,000	Not Covered
31	The Apache Nugget Corporation	13603 US Hwy 64		Dulce	NM	87528	1,000,000,000	5,000,000	5,000,000	Not Covered
31	The Caring House	338 S Ocotillo Rd.		Sacaton	AZ	85147	1,000,000,000	5,000,000	5,000,000	Not Covered
31	The Cherokee Boys Club, Inc.	PO Box 507		Cherokee	NC	28719	1,000,000,000	1,000,000	1,000,000	Not Covered

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Dec #	Named Insured	Address	Address 2	City	State	Zip Code	2019 Total All Risk Limit	2019 EQ Limit	2019 Flood Limit	2019 Flood A&V sub-limit
31	the Chickasaw Nation	c/ Risk Management 1630 E Beverly		Ada	OK	74820	1,000,000,000	1,000,000	5,000,000	Not Covered
31	The Minnesota Chippewa Tribe	P.O. Box 217		Cass Lake	MN	56633	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Tiospa Zina Tribal School	P.O. Box 719		Agency Village	SD	57262	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Tohono O'odham Nation Healthcare	I/RTE. LOOP 101 AT S/RTE. 86		Sells	AZ	85634	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Tohono Oodham Community College	AZ Hwy 86, MP 115		Sells	AZ	85634	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Tohono Oodham Nation	c/o Insurance Resources Bldg, Main St		Sells	AZ	85634	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Tolowa Dee-Ni' Nation (formerly Smith River Rancheria)	140 Rowdy Creek Road		Smith River	CA	95567	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Tolowa Dee-Ni' Nation DBA: Xaa-wan'-k'wvt Village & Resort, Inc.	140 Rowdy Creek Road		Smith River	CA	95567	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Tonkawa Tribe of OK	1 Rush Bullfalo Rd		Tonkawa	OK	74653	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Torres Martinez Desert Cahuilla Indians	P.O. Box 1160	66-725 Martinez Road	Thermal	CA	92274	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Tsay Construction & Services, LLC	P.O. Box 1079		San Juan Pueblo	NM	87566	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Tsay Corporation	P.O. Box 1079		Ohkay Owingeh	NM	87566	1,000,000,000	4,000,000	4,000,000	Not Covered
31	Tule River Indian Health Center	380 N. Reservation		Porterville	CA	93257	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Tule River Indian Tribe of California	340 N. Reservation Road		Porterville	CA	93257	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Turtle Mountain Band of Chippewa Indians	P.O. Box 900		Belcourt	ND	58316	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Two Rivers Smoke Shop	5318 Chief Brown Lane B		Darrington	WA	98241	1,000,000,000	Not Covered	Not Covered	Not Covered
31	United Auburn Indian Community of the Auburn Rancheria	10720 Indian Hill Road		Auburn	CA	95603	1,000,000,000	1,000,000	1,000,000	Not Covered
31	United Indians of All Tribes	P.O. Box 99100		Seattle	WA	98139	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Ute Indian Tribe	988 East 7500 South		Fort Duchesne	UT	84026	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Ute Mountain Casino	11 Mi S of Cortez Hwy 491		Towaoc	CO	81334	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Ute Mountain Ute Tribe	125 Mike Wash Rd		Towaoc	CO	81334	1,000,000,000	5,000,000	5,000,000	Not Covered
31	VCAT, LLC	325 West Washington Street	Suite 2-176	San Diego	CA	92103	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Waseyabek Development Company LLC	16 Monroe Center Street NE	Ste 200	Grand Rapids	MI	49503	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Wells Band Council	P.O. Box 809		Wells	NV	89835	1,000,000,000	Not Covered	Not Covered	Not Covered
31	White Earth Band of Chippewa	P.O. BOX 270		White Earth	MN	56591	1,000,000,000	Not Covered	2,500,000	Not Covered
31	Willapa Bay Enterprises Corporation	4112 Highway 105		Tokeland	WA	98590	1,000,000,000	3,000,000	10,000,000	Not Covered
31	Wind River Hotel & Casino	PO Box 1989		Riverton	WY	82501	1,000,000,000	2,500,000	2,500,000	Not Covered
31	WinnaVegas Casino	1500 330th Street		Sloan	IA	51055	1,000,000,000	5,000,000	3,000,000	Not Covered
31	Winnebago Tribe of Nebraska	PO Box 687		Winnebago	NE	68071	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Yankton Sioux Tribe dba: Fort Randall Hotel & Casino	West Hwy 46		Pickstown	SD	57367	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Yavapai Prescott Indian Tribe	530 E. Merritt		Prescott	AZ	86301	1,000,000,000	1,000,000 for locations 25 - 25D only	1,000,000 for locations 25 - 25D only	Not Covered
31	Ysleta del Sur Pueblo	119 South Old Pueblo Road		El Paso	TX	79907	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Zuni Cultural Resource Enterprises	P.O. Box 1149		Zuni	NM	87327	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Zuni Youth Enrichment Project	13 Chimoni Dr		Zuni	NM	87327	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Chicken Ranch Economic Development Corporation	9195 Tribal Way		Jamestown	CA	95327	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Golden Eagle Casino	115 W Evans		Apache	OK	73006	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Awe Kualawaache Care Center	10131 Heritage Road		Crow Agency	MT	59022	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Berry Creek Rancheria of Maidu Indians of	5 Tyme Way		Oroville	CA	95966	1,000,000,000	Not Covered	1,000,000	Not Covered
31	Blue Lake Rancheria	428 B Chartin Rd		Blue Lake	CA	95525	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Columbia River Inter-Tribal Fish Commission	700 NE Multnomah St., Ste 200		Portland	OR	97232	1,000,000,000	6,000,000	1,000,000	1,000,000
31	Comanche Nation of Oklahoma	584 NW Bingo Rd.		Lawton	OK	73501	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Confederated Tribes of the Colville Reservation	21 Colville Street		Nespelem	WA	91555	1,000,000,000	$10,000,000 for all locations except location 21 Colville St, Nespelem, WA 09155	$10,000,000 for all locations except location 21 Colville St, Nespelem, WA 09155	Not Covered
31	Fallon Tribal Development Corporation	567 Rio Vista Dr.		Fallon	NV	89406	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Five Sandoval Indian Pueblos Inc	4321 B Fulcrum Way NE		Rio Rancho	NM	87144	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Last Chance Casino and Bingo	6020 NDN Way		Darrington	WA	98241	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Lummi Golf Ventures	4342 Loomis Trail Road		Blaine	WA	98230	1,000,000,000	3,000,000	3,000,000	Not Covered
31	Paiute Tribe of Utah, Four Points Community Health Center	440 N. Paiute Drive		Cedar City	UT	84721	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Royal River Casino and Hotel	607 S Veterans St.		Flandreau	SD	57028	1,000,000,000	1,000,000	1,000,000	0
31	San Felipe Pueblo Gaming Commission	27 Hagan Rd		San Felipe	NM	87001	1,000,000,000	267,000	267,000	Not Covered
31	Standing Rock Community Development Corporation	181Agency Avenue		Fort Yates	ND	58538	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Taos Pueblo	1075 Veterans Highway		Taos	NM	87571	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Tyme to Bowl	4010 Olive Highway		Oroville	CA	95966	1,000,000,000	Not Covered	1,000,000	Not Covered
31	Walker River Paiute Tribe	1022 Hospital Road		Schurz	NV	89427	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Wilton Rancheria	9728 Kent St.		Elk Grove	CA	95624	1,000,000,000	Not Covered	1,000,000	Not Covered
31	Chickasaw Nation Industries, Inc	2600 John Saxon Blvd		Norman	OK	73701	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Delaware Nation	31064 US Hwy 281		Anadarko	OK	73005	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Hoh Tribal Business Committee	2464 Lower Hoh Rd		Forks	WA	98331	1,000,000,000	5,000,000	5,000,000	5,000,000
31	Modoc Tribe of Oklahoma	418 G Street SE		Miami	OK	74354	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Passamaquoddy Tribe Pleasant Point	59 Passamaquoddy Rd.		Perry	ME	4667	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Pierre Indian Learning Center	3001 East Sully Avenue		Pierre	SD	57501	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Seneca Cayuga Nation	23701 S 655 Rd.		Grove	OK	74345	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Sherwood Valley Rancheria	190 Sherwood Hill Drive		Willits	CA	95490	1,000,000,000	Not Covered	Not Covered	Not Covered
31	St Francis Indian School DBA Sicangu Oyate Ho, Inc	502 E Warrior Dr		St Francis	SD	57572	1,000,000,000	5,000,000	5,000,000	Not Covered
31	The Pueblo of Zuni and Ashiwi College & Career Readiness Center	1203B State Hwy 53		Zuni	NM	87327	1,000,000,000	1,000,000	1,000,000	1,000,000
31	Turtle Mountain Community College	2.5 Miles N on BIA 7		Belcourt	ND	58316	1,000,000,000	1,000,000	1,000,000	Not Covered

TRIBAL FIRST
POLICY WORDING

TPIP USA FORM No. 15

Coverage Incepting
July 1, 2019 to July 1, 2020

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SECTION I

GENERAL PROVISIONS

A. INSURING AGREEMENT

In consideration of the premium paid by the Named Insured to the Company, the Company agrees to insure the following per the terms and conditions herein.

B. NAMED INSURED

As shown on the Declaration page, or as listed in the Declaration Schedule Addendum attached to this policy.

Agency(ies), organization(s), enterprise(s) and/or individual(s) for whom the Named Insured is required or has agreed to provide coverage, or as so named in the "Named Insured Schedule" on file with Tribal First, as their interests may appear which now exist or which hereafter may be created or acquired and which are owned, financially controlled or actively managed by the herein named interest, all jointly, severally or in any combination of their interests, for account of whom it may concern, are covered within the limits provided to the individual Named Insured.

Lessors and other party(ies) of interest in all property of every description covered hereunder are included herein as Insured's for their respective rights and interests, it being understood that the inclusion hereunder of more than one covered party shall not serve to increase the Company's limit of liability.

Mortgagees to whom certificates of coverage have been issued are covered hereunder as Insured's in accordance with the terms and conditions of Form 438 BFU NS, CP12 18 1091, or equivalent as required by the mortgagee.

C. MAILING ADDRESS OF NAMED INSURED

AS PER DECLARATION PAGE

D. POLICY PERIOD

AS PER DECLARATION PAGE

E. LIMITS OF LIABILITY

Subject to specific exclusions, modifications, and conditions hereinafter provided, the liability of the Company in any one occurrence regardless of whether one or more of the coverages of this Policy are involved shall not exceed:

1. LIMITS OF LIABILITY

   The Specific Limits of Liability as described in the Declaration Page apply per occurrence unless indicated otherwise.

2. SUB-LIMITS OF LIABILITY

The following sub-limits of liability are provided as described in the Declaration Page and apply per occurrence unless indicated otherwise. Coverage is provided only if a sub-limit of liability is shown in the Declaration Page for that item, and do not increase the specific limits of liability. The absence of a sub-limit of liability amount in the Declaration Page means that no coverage is provided for that item.

a. Per occurrence, and in the annual aggregate as respects the peril of flood (for those Named Insured(s) that participate in this optional dedicated coverage);
b. Per occurrence, and in the annual aggregate as respects the peril of earthquake shock (for those Named Insured(s) that participate in this optional dedicated coverage);
c. Combined Business Interruption, Rental Income, Tax Interruption and Tuition income (and related fees);
d. Extra Expense;
e. Miscellaneous Unnamed locations;
f. Automatic Acquisition. As per policy provisions;
g. Unscheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf if specific values for such items have not been reported as part of the Named Insured(s) schedule of values held on file with Tribal First. This coverage extension does not apply to the peril of Earthquake in the states of California, or Alaska. If Flood coverage is purchased for scheduled locations this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V;
h. Scheduled Landscaping, tees, sand traps, greens, athletic fields and artificial fields if specific values for such items have been reported as part of the Named Insured(s) schedule of values held on file with Tribal First;
i. Errors & Omissions;
j. Course of Construction and Additions;
k. Money and Securities for Fire, Wind, Hail, Explosion, Smoke, Lightning, Riot, Civil Commotion, Impact by Aircraft or Objects falling there from, Impact by Vehicles, Water Damage and Theft (other than by an employee of the Named Insured(s)
l. Prize Giveaways
m. Unscheduled Fine Arts (as more fully defined herein);
n. Accidental Contamination including owned land, land values and water owned by the Named Insured(s)
o. 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, road way or highway fencing, and all similar property unless specific values for such items have been reported as part of the Named Insured(s) schedule of values held on file in the offices of Tribal First. Unscheduled Infrastructure coverage is excluded for the peril of Earthquake and for Federal Emergency Management Agency (F.E.M.A.) and/or any State Office of Emergency Services (O.E.S.) declared disasters, providing said declaration provides funding for repairs;
p. Increased Cost of Construction due to the enforcement of building codes / ordinance or law. As per policy provisions;
q. Transit;

r. Unscheduled Animals;
s. Unscheduled Watercraft; up to 50 feet. Unscheduled watercraft over 50 feet if held for sale by the Named Insured.
t. Off premises services interruption including extra expense resulting from a covered peril at non-owned/operated location(s);
u. Separately as respects Contingent Business Interruption, Contingent Extra Expense, Contingent Rental Value, and Contingent Tuition Income;
v. Claim Preparation Expenses;
w. Expediting Expenses;
x. Separately as respects Furs, jewelry, precious metals and precious stones;
y. Personal Property outside the U.S.A.;
z. Unmanned Aircraft. As per policy provisions
aa. Mold/Fungus Resultant Damage. As per policy provisions
ab. Boiler Explosion and Machinery Breakdown (for those Named Insured(s) that participate in this optional dedicated coverage).

F. OPTIONAL COVERAGE PARTICIPATION

It is understood and agreed that certain Named Insureds participate in Optional Coverage on this Policy as set forth below.

OPTIONAL COVERAGES IDENTIFICATION:

1. Earthquake Shock
2. Licensed Vehicles – Off Premises
3. Scheduled Fine Arts
4 Flood
5. Boiler Explosion & Machinery Breakdown
6. Contractors Equipment/Unlicensed Vehicles
7. Business Interruption, Rental Income

Such participation in the optional coverage(s) by the Named Insured is indicated in the Declaration Page, and/or by endorsement to this policy.

G. DEDUCTIBLE PROVISIONS

If two or more deductible amounts provided in the Declaration Page apply for a single occurrence the total to be deducted shall not exceed the largest per occurrence deductible amount applicable.

Unless a more specific deductible is applicable for a particular loss, the "Basic Deductible" shown in the Declaration Page, shall apply per occurrence. The company will not pay for loss or damage in any one occurrence until the amount of the loss or damage exceeds the applicable deductible.

H. UNIT OF INSURANCE DEFINED

In the application of the Earthquake Shock, or specified Wind deductibles, in accordance with the provisions of this Policy, each of the following shall be considered a Separate Unit of Insurance:

1. Each Separate Building or Structure;
2. The Contents of each Building or Structure;
3. Applicable Time Element Coverage of each separate Building or Structure; and
4. Property in each Yard.

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.

SECTION II

PROPERTY DAMAGE

A. COVERAGE

Subject to the terms, conditions and exclusions hereinafter contained, this Policy insures all property of every description both real and personal (including improvements, betterments and remodeling), of the Named Insured or property of others in the care, custody or control of the Named Insured, for which the Named Insured is liable or under obligation to insure.

B. EXTENSIONS OF COVERAGE

All coverage extensions are subject to the terms, conditions and exclusions of the policy except insofar as they are explicitly providing additional coverage.

1. PERSONAL EFFECTS

This Policy is extended to cover only such personal effects and wearing apparel of any of the officials, employees, students and personal effects of the Named Insured named in this Policy for which the Named Insured may elect to assume liability while located in accordance with the coverage hereof, but loss, if any, on such property shall be adjusted with and payable to the Named Insured.

2. PROPERTY IN COURSE OF CONSTRUCTION AND ADDITIONS

It is understood and agreed that as respects course of construction projects and additions, this Policy will provide automatic coverage subject to the following conditions:

a. Project involves only real property on new or existing locations (excluding dams, roads, and bridges)

b. Value of the project at the location does not exceed USD as per Declaration Page. Projects that exceed this amount are subject to underwriting approval prior to binding. However, inadvertent failure to report projects within USD as per Declarations Page shall not void coverage of said Project.

Additional Expense Soft Cost: This coverage applies to new buildings or structures in the course of construction up to the time that the new building (s) or structure (s) is initially occupied or put to its intended use whichever occurs first.

The Company will cover the additional expenses of the Named Insured as defined below for up to 25% of the estimated completed value of the project which results from a delay in the completion of the project beyond the date it would have been completed had no loss or damage occurred. The delay must be due to direct physical loss or damage to property insured and be caused by or result from a peril not excluded by this Policy. The Company will pay covered expenses when they are incurred.

a. Additional Interest Coverage – The Company will pay the additional interest on money the Named Insured borrows to finance construction or repair.

b. Rent or Rental Value Coverage – The Company will pay the actual loss of net rental income that results from delay beyond the projected completion date.

But the Company will not pay more than the reduction in rental income less charges and expenses that do not necessarily continue.

c. Additional Real Estate Taxes or Other Assessments – The Company will pay the additional real estate taxes or other assessments the Named Insured incurs for the period of time that construction is extended beyond the completion date.

d. Additional Advertising and Promotional Expenses – The Company will pay the additional advertising and promotional expense that becomes necessary as a result of a delay in the completion of the project.

e. Additional Commissions Expense – The Company will pay the additional expenses, which result from the renegotiating of leases following an interruption in the project.

f. Additional Architectural and Engineering Fees – The Company will pay the additional architectural and engineering fees that become necessary as a result of a delay in the completion of the project.

g. Additional License and Permit Fees – The Company will pay the additional license and permit fees that become necessary as a delay in the completion of the project.

h. Legal and Accounting Fees – The Company will pay the additional legal and accounting fees the Named Insured incurs as a result of a delay in the completion of the project.

3. FIRE FIGHTING EXPENSES

It is understood and agreed that the Company shall be liable for the actual charges of fire fighting expenses including but not limited to those charged by municipal or private fire departments responding to and fighting fire in / on, and/or protecting property included in coverage provided by this Policy.

4. OFF PREMISES SERVICES INTERRUPTION

It is understood and agreed that coverage under this Policy is extended to include physical damage, business interruption loss and/or extra expense incurred and/or sustained by the Named Insured as a result of physical damage to or destruction of by the perils insured against occurring during the policy period of any suppliers furnishing heat, light, power, gas, water, telephone or similar services to an Named Insured's premises. The coverage provided by this clause is sub-limited to USD as per Declaration Page, and Section 1 (General Provisions) of this form.

5. ARCHITECTS AND ENGINEERS FEES AND LOSS ADJUSTMENT EXPENSES

This Policy also insures as a direct result of physical loss or damage insured hereunder, any of the following:

a. Architects and engineers fees

b. Loss adjustment expenses including, but not limited to, auditors, consultants and accountants. However the expenses of public adjusters are specifically excluded.

6. EXPEDITING EXPENSES

In the event of physical loss or damage insured hereunder, it is understood and agreed that coverage under this Policy includes the reasonable extra cost of temporary repair and of expediting the repair of such damaged property of the Named Insured, including overtime and the extra costs of express or other rapid means of transportation. This coverage provided by this clause is sub-limited to USD as per the Declaration Page.

7. DEBRIS REMOVAL

This Policy also covers expenses incurred in the removal of debris of the property covered hereunder from the premises of the Named Insured that may be destroyed or damaged by a covered peril(s). This debris removal coverage does not apply to the cost to extract pollutants from land or water, or to remove, restore or replace polluted land or water.

8. BUILDING LAWS

This Policy is extended to include physical damage, business interruption loss, loss of interest and/or extra expense incurred and/or sustained by the Named Insured as a result of physical damage to or destruction of property, by the perils insured against occurring during the policy period and occasioned by the enforcement of any local or state ordinance or law regulating the construction, repair or demolition of buildings or structures, which is in force at the time such a loss occurs, which necessitates the demolition of any portion of the covered building not damaged by the covered peril(s).

The Company shall also be liable for loss due to the additional period of time required for repair or reconstruction in conformity with the minimum standards of such ordinance or law of the building(s) described in this Policy damaged by a covered peril.

The Company shall not be liable under this clause for more than the limit of liability as shown elsewhere in this Policy.

9. DEMOLITION COST

In the event of physical damage to property insured by a covered peril, this policy is extended to cover the cost of demolishing any undamaged portion of the covered property including the cost of clearing the site thereof, caused by loss from any covered peril(s) under this Policy and resulting from enforcement of any local or state ordinance or law regulating the construction, repair or demolition of buildings or structures and in force at the time of loss which necessitates such demolition.

10. INCREASED COST OF CONSTRUCTION

In the event of physical damage to property insured by a covered peril this Policy is extended to cover the increased cost of repair or replacement occasioned by the enforcement of any local or state ordinance or law including written guidelines used by the department of corrections in any state regulating the construction, repair or demolition of buildings or structures, which is in force at the time such a loss occurs

or which comes into force within 6 months after such a loss occurs, which necessitates in repairing or replacing the building covered hereunder which has suffered damage or destruction by the covered peril(s) or which has undergone demolition, limited, however, to the minimum requirements of such ordinance or law.

11. ERRORS & OMISSIONS

No unintentional errors or unintentional omissions in description, location of property or valuation of property will prejudice the Named Insured's right of recovery but will be reported to the Company as soon as practicable when discovered. The coverage provided by this clause is sub-limited to USD as per Declaration Page, and Section 1 (General Provisions) Clause E of this form. This extension does not increase any more specific limit stated elsewhere in this policy or Declarations.

12. ANIMALS

This policy is extended to cover retraining expenses associated with the loss of specially trained animals. Re-training expenses are included within the sub-limit provided, unless otherwise scheduled.

13. VALUABLE PAPERS

This policy is extended to cover Valuable Papers or the cost to reconstruct valuable papers (including but not limited to research, redrawing or duplicating) physically lost or damaged by a peril insured against during the term of this Policy.

14. TRANSIT

This policy is extended to cover Personal Property of the Named Insured or property held by the Named Insured in trust or on commission or on consignment for which the Named Insured may be held legally liable while in due course of transit, worldwide, against all risks of Direct Physical Loss or Damage not excluded by this Policy to the property insured occurring during the period of this Policy.

The coverage provided by this clause is sub-limited to USD as per Declaration Page, and Section 1 (General Provisions) Clause E of this form.

15. ASBESTOS CLEAN UP AND REMOVAL

This policy specifically excludes asbestos materials clean-up or removal, unless asbestos is itself damaged by a peril covered by this policy, then asbestos clean up or removal within the damaged area, and applicable time element coverages, will be covered by this policy.

In no event will coverage be extended to cover undamaged asbestos, including undamaged asbestos in any portion of the building mandated by any governmental direction or request declaring that asbestos material present in any undamaged portion of the Named Insured's property must be removed or modified, or;

any loss or expense including investigation or defense costs, caused by, resulting from, or arising out of asbestos, exposure to asbestos, or any product containing asbestos, or;

any loss or expense normally provided by demolition, increased cost or building ordinance.

The Named Insured must report to Underwriters the existence of the damage as soon as practicable after the loss. However, this Policy does not insure any such damage first reported to the Underwriters more than 36 (thirty six) months after the expiration, or termination, of this policy.

16. PROTECTION AND PRESERVATION OF PROPERTY

In the event of loss likely to be covered by this Policy, the Named Insured shall endeavor to protect covered property from further damage and shall separate the damaged and undamaged personal property and store in the best possible order, and shall furnish a complete inventory of the destroyed, damaged and undamaged property to the Insurer.

In case of actual or imminent physical loss or damage of the type insured against by this Policy, the expenses incurred by the Named Insured in taking reasonable and necessary actions for the temporary protection and preservation of property insured hereunder shall be added to the total physical loss or damage otherwise recoverable under the Policy and be subject to the applicable deductible and without increase in the limit provisions contained in this Policy.

17. LEASEHOLD INTEREST

In the event of physical loss or damage of the type insured against by this Policy to real property of the type insured this Policy, which is leased by the Named Insured, this Policy is extended to cover:

(1) If as a result of such loss or damage the property becomes wholly untenantable or unusable and the lease agreement requires continuation of the rent, the Company shall indemnify the Named Insured for the actual rent payable for the unexpired term of the lease; or

(2) If as a result of such loss or damage the property becomes partially untenantable or unusable and the lease agreement requires continuation of the rent, the Company shall indemnify the Named Insured for the proportion of the rent applicable thereto; or

(3) If as a result of such loss or damage the lease is cancelled by the lessor pursuant to the lease agreement or by operation of law, the Company shall indemnify the Named Insured for its Lease Interest for the first three months following such loss or damage and for its Net Lease Interest for the remaining unexpired term of the lease;

provided, however, that the Company shall not be liable for any increase in the amount recoverable hereunder resulting from the suspension, lapse or cancellation of any license, or from the Named Insured exercising an option to cancel the lease; or from any act or omission of the Named Insured which constitutes a default under the lease; and provided further that the Named Insured shall use any suitable property or service owned or controlled by the Named Insured or obtainable from another source to reduce the loss hereunder.

The following definitions shall apply to this coverage:

(1) Lease Interest means the excess rent paid for the same or similar replacement property over actual rent payable plus cash bonuses or advance rent paid

(including any maintenance or operating charges) for each month during the unexpired term of the Named Insured's lease.

(2) Net Lease Interest means that sum which placed at 8% interest compounded annually would equal the Lease Interest (less any amounts otherwise payable hereunder).

18. AUTOMATIC ACQUISITION AND REPORTING CONDITIONS

This Policy is automatically extended to insure additional property and/or interests as described in this Policy, which may be acquired or otherwise become at the risk of the Named Insured during the Policy Term, within the United States of America, subject to the values of such additional property and/or interests not exceeding USD25,000,000 or Named Insured's Policy Limit of Liability if less than USD25,000,000 any one acquisition. Additionally a sub-limit of $2,500,000 applies to Tier 1 Wind counties, parishes and independent cities for 60 days for the states of Virginia, North Carolina, South Carolina, Georgia, Alabama, Mississippi, Louisiana, Texas and/or situated anywhere within the states of Florida and Hawaii.

If Flood coverage is purchased for all scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V. In the event that coverage for Flood for any location situated in Flood Zones A or V is required, it is to be agreed by the Company prior to attachment hereunder.

This coverage extension does not apply to the peril of Earthquake Shock in the States of California, or Alaska except as follows:

(1) At Policy annual inception, for those Named Insureds that purchase the earthquake shock peril only, per the sub-limit that appears on the Declaration Page, automatic coverage applies for the peril of earthquake shock for a period of 30 days from date of contractual requirement by any bond, certificate of participation or any similar investment, for any new locations where there is such a contractual requirement to provide earthquake shock coverage. Otherwise there is no Automatic Coverage for Earthquake Shock for any other new locations in California or Alaska.

In the event of coverage being required for additional property and/or interest where the value exceeds USD25,000,000 or Named Insured's Policy Limit of Liability if less than USD25,000,000 any one acquisition details of said property and/or interest are to be provided to the Company for its agreement not later than one hundred twenty (120) days from the date of the said additional property and/or interest have become at the risk of the Named Insured, this Policy providing coverage automatically for such period of time up to a maximum limit of USD40,000,000 for combustible construction (USD50,000,000 for non-combustible construction).

After the reporting of a location added under automatic acquisition, the Company retains the right to determine acceptability of all such property(ies). Additional premium will be calculated from the date of acquisition, if values are in excess of USD25,000,000.

In the event that the Named Insured fails to comply with the above reporting provision, then coverage hereunder is sub-limited to USD25,000,000 any one occurrence.

Additional, or return premium due for endorsements issued during the policy term,

such as those for additions or deletions of values within or greater than as that which is provided in any "Automatic Acquisition sub-limit" (including those for existing Named Insureds or new Named Insureds to the Tribal program) will be processed on a quarterly basis. Issuance of the endorsements and calculation of pro-rata or return premium, for these changes will be processed as of, and at the time of the transaction.

19. MISCELLANEOUS UNNAMED LOCATIONS

Coverage is extended to include property at locations (including buildings, or structures, owned, occupied or which the Named Insured is obligated to maintain insurance) located within the territorial limitations set by this Policy. Coverage provided by this clause is limited to any sub-limit noted on the Declaration Page attached to this form, and by terms and conditions of this policy form. This coverage extension does not apply to the peril of Earthquake in the states of California or Alaska. If Flood coverage is purchased for scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V.

20. ACCIDENTAL CONTAMINATION

This Policy is hereby extended to cover Business Interruption and Property Damage loss as a result of accidental contamination, discharge or dispersal from any source to Covered Property, including expenses necessarily incurred to clean up, remove and dispose of contaminated substances so as to restore the Covered Property to the same condition as existed prior to loss. The coverage provided is sub-limited to USD as per Declaration Page.

If such contamination or dispersal is itself caused by fire, lightning, impact from aircraft, explosion, riot, civil commotion, smoke, collapse, vehicles, windstorm, hail, vandalism, malicious mischief or leakage and accidental discharge from automatic fire protective systems whereupon this extension shall provide coverage up to full limit of liability provided by this Policy.

For the purposes of this Accidental Contamination clause only, the term "Covered Property", as covered by this Policy, is held to include Land (and Land Values) on which Covered Property is located, whether or not the same are excluded by this Policy.

It is further understood and agreed that this coverage clause shall not override anything contained in Asbestos Clean Up and Removal in this Policy.

C. PROPERTY NOT COVERED

Except as for that which may be provided as an Extension of Coverage, this policy does not cover:

1. Aircraft, vehicles, watercraft over 50 feet in length (other than watercraft held for sale by the Named Insured), and rolling stock, except scheduled watercraft, and rolling stock, light rail vehicles, subway trains and related track maintenance vehicles for light rail and subway lines.

2. Standing timber, bodies of water, growing crops.

3. Land, (including land on which covered property is located), and land values (except athletic fields, landscaping, artificial turf, sand traps, tees and greens).

4. Property in due course of ocean marine transit.

5. Shipment by mail after delivery into the custody of the United States Post Office.

6. Power transmission lines, feeder lines and more than 1,000 feet from the premises of the Named Insured unless scheduled and specifically approved by the Company.

7. Underground pipes more than 1,000 feet from the premises of the Named Insured unless scheduled and specifically approved by the Company.

8. Offshore property, oilrigs, underground mines, caverns and their contents. Railroad track is excluded unless values have been reported by the Named Insured.

D. LOSS PAYMENT BASIS / VALUATION

In case of loss to property of a Named Insured covered hereunder, the basis of adjustment shall be as of the time and place of loss as follows:

1. On all real and personal property, including property of others in the care or control of the Named Insured at the replacement cost (as defined below) at the time of the loss without deduction for depreciation. If property is not replaced within a reasonable period of time, then the actual cash value shall apply.

2. On improvements and betterments at the replacement cost at time of loss without deduction for depreciation. If property is not repaired or replaced within a reasonable period of time, then the actual cash value shall apply. If replaced or repaired by others for the use of the Named Insured, there shall be no liability hereunder. The Company agrees to accept and consider the Named Insured as sole and unconditional owner of all improvements and betterments, any contract or lease the Named Insured may have made to the contrary notwithstanding.

3. On manuscripts, mechanical drawings, patterns, electronic data processing media, books of accounting and other valuable papers, the full replacement cost of the property at the time of loss (including expenses incurred to recreate the information lost, damaged or destroyed, except as may be limited by any separate policy provision) or what it would then cost to repair, replace or reconstruct the property with other of like kind and quality. If not repaired, replaced or reconstructed within a reasonable period of time, then not to exceed the cost of blank or unexposed material.

4. On antique, restored or historical buildings, the cost of acquisition, relocation to the site and renovation or reconstruction. In the event of a partial loss, replacement cost for antique, restored or historical buildings shall mean the cost of repairing, replacing, constructing or reconstructing (whichever is less) the property on the same site using materials of like kind and quality necessary to preserve or maintain a buildings' historical significance without deduction for depreciation.

5. On property of others for which the Named Insured is liable under contract or lease agreement the Company's liability in the event of loss is limited to the Named Insured's obligation as defined in said contract or lease agreement but not to exceed the replacement cost.

6. On library contents, at replacement cost, or as follows, whichever is greater:

Category	**Value (per item)**	
Juvenile Materials	USD	49.62
Pamphlets	USD	6.38
Magazines	USD	12.87
Fiction	USD	24.00
Non-Fiction	USD	86.40
Dictionary	USD	125.75
Encyclopedia	USD	300.96
Thesaurus	USD	46.42
Reference (other)	USD	120.77
Abstracts	USD	295.74
Textbook	USD	109.40
Art Books	USD	65.16
Film	USD	290.15
Book/Diskette	USD	109.54
Vinyl Records	USD	87.50
DVD/VHS	USD	58.03
Audio Cassette	USD	31.91
Compact Discs	USD	25.47
CD ROM	USD	41.21
Audio Books	USD	78.05
Medical Atlas	USD	186.47
Technical Law	USD	158.24
Nanotechnology	USD	182.73
Biotechnology	USD	172.90

The above valuation is predicated on the values provided by the Library of Congress Dewey Decimal system and adjusted for inflation.

The figures above do not include the "shelving cost" of each book. Therefore, the formula for adjusting a library contents loss is:

"Number of items in a category that are replaced multiplied by the valuation figure plus associated shelving costs".

The actual cost per item in the final adjustment is to be computed as of the time and place of loss or damage.

7. Animals: The stated value as per schedule on file with the Named Insured.

8. Landscaping, artificial turf, sand traps, tees, putting greens and athletic fields; the actual replacement cost of sod, shrubs, sand, plants and trees; however the Company's liability for replacement of trees, plants and shrubs will be limited to the actual size of the destroyed plant, tree or shrub at the time of the loss up to a maximum size of 25 gallons per item but not to exceed USD 25,000 per item.

   For the purpose of determining coverage under this policy landscaping, trees, plants and shrubs are only insured if their position and planting was undertaken by human agency for cosmetic effect.

The aforementioned valuations shall also be used for the purpose of any minimum earned premium and/or quarterly adjustments incurred.

Wherever the term "actual cash value" is used as respects real property or improvements and betterment's in this clause, or elsewhere herein, it shall mean replacement cost less depreciation.

"Replacement Cost" shall mean the cost of repairing, replacing, constructing or reconstructing (whichever is the least) the property on the same site, using new materials of like kind and quality and for like occupancy without deduction for depreciation, subject to the following:

(i) Until the property is actually repaired, replaced or reconstructed, the maximum amount recoverable shall be the actual cash value of the lost or damaged property;

(ii) Replacement shall be effected by the Named Insured with due diligence and dispatch;

(iii) Replacement need not be on same site, or of same or similar construction or occupancy provided that the Company shall not be liable for any additional costs that are directly attributable to the inclusion of this provision.

(iv.) For historical buildings as more specifically defined in this Section.

(v.) In no event shall the Company's liability exceed the amount actually and necessarily expended in repairing or replacing (whichever is less) Covered Property or any part thereof.

It is understood and agreed that as respects replacement cost, the Named Insured shall have the option of replacement with electrical and mechanical equipment having technological advantages and/or representing an improvement in function and/or forming part of a program of system enhancement provided that such replacement can be accomplished without increasing the Company's liability. The Company shall be allowed to dispose of, as salvage, any non-proprietary property deemed unusable by the Named Insured.

In the event the Named Insured should fail to comply with any of the foregoing provisions settlement shall be made as if this Replacement Cost provision had not been in effect.

SECTION III

BUSINESS INTERRUPTION, EXTRA EXPENSE & RENTAL INCOME

Subject to the terms, conditions and exclusions stated elsewhere herein, this Policy provides coverage for:

A. COVERAGE

1. BUSINESS INTERRUPTION

Against loss resulting directly from interruption of business, services or rental value caused by direct physical loss or damage, as covered by this Policy to real and/or personal property insured by this Policy, occurring during the term of this Policy.

In the event of such loss or damage the Company shall be liable for the actual loss sustained by the Named Insured for gross earnings as defined herein and rental value as defined herein resulting from such interruption of business, services, or rental value; less all charges and expenses which do not necessarily continue during the period of restoration. Due consideration shall be given to the continuation of normal charges and expenses including ordinary payroll expenses to the extent necessary to resume operations of the Named Insured with the same quality of service which existed immediately preceding the loss.

Ordinary payroll means payroll expenses for the Named Insured's employees EXCEPT: officers, executives, department managers, employees under contract, or additional exemptions such as specific job classes or specific employees. Ordinary payroll expenses does include payroll, employee benefits (if directly related to payroll), FICA (employers portion), union dues, and workers' compensation premiums.

With respect to business interruption for power generation facilities, the coverage provided hereunder is sub-limited to USD as per Declaration Page.

2. EXTRA EXPENSE

This Policy is extended to cover the necessary and reasonable extra expenses occurring during the term of this Policy at any location as hereinafter defined, incurred by the Named Insured in order to continue as nearly as practicable the normal operation of the Named Insured's business following damage to or destruction of covered property by a covered peril which is on premises owned, leased or occupied by the Named Insured. In the event of such damage or destruction, the Company shall be liable for such necessary extra expense incurred for only such length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair or replace such part of the property as has been damaged or destroyed commencing with the date of damage or destruction and not limited by the date of expiration of this Policy (hereinafter referred to as the period of restoration).

B. EXTENSIONS OF COVERAGE

1. INGRESS / EGRESS

This Policy is extended to insure the actual loss sustained during the period of time not exceeding 30 days, when as a direct result of physical loss or damage caused by a covered peril(s) specified by this Policy and occurring at property located within a 10 mile radius of covered property, ingress to or egress from the covered property covered by this Policy is prevented. Coverage under this extension is subject to a 24-hour waiting period.

2. INTERRUPTION BY CIVIL AUTHORITY

This Policy is extended to include the actual loss sustained by the Named Insured, as covered hereunder during the length of time, not exceeding 30 days, when as a direct result of damage to or destruction of property by a covered peril(s) occurring at a property located within a 10 mile radius of covered property, access to the covered property is specifically prohibited by order of a civil authority. Coverage under this extension is subject to a 24-hour waiting period.

3. DEMOLITION AND INCREASED TIME TO REBUILD

The Company shall, in the case of loss covered under this Policy, be liable also for loss to the interest covered by the Policy, occasioned by the enforcement of any local or state ordinance or law regulating the construction, repair or demolition of buildings or structures and in force at the time such loss occurs, which necessitates the demolition of any portion of the described building(s) not damaged by the covered peril(s). The Company shall also be liable for loss due to the additional period of time required for repair or reconstruction in conformity with the minimum standards of such ordinance or law of the building(s) described in this Policy damaged by a covered peril.

THE COMPANY SHALL NOT BE LIABLE UNDER THIS CLAUSE FOR:

a. More than the limit of liability as shown elsewhere in this Policy.

b. Any greater proportion of any loss to the interest covered by this Policy than the amount covered under this Policy on said interest bears to the total insurance and coverage on said interest, whether all such insurance contains this clause or not

4. CONTINGENT TIME ELEMENT COVERAGE

Business interruption, rental income, and extra expense coverage provided by this Policy is extended to cover loss directly resulting from physical damage to property of the type not otherwise excluded by this Policy at direct supplier or direct customer locations that prevents a supplier of goods and/or services to the Named Insured from supplying such goods and/or services, or that prevents a recipient of goods and/or services from the Named Insured from accepting such goods and/or services. The coverage provided by this clause separately as respects each of these coverage's is sub-limited to USD as per Declaration Page.

5. TAX REVENUE INTERRUPTION

Except as hereinafter or heretofore excluded, this Policy insures against loss resulting directly from necessary interruption of sales, property or other tax revenue including, but not limited to Tribal Incremental Municipal Services Payments collected by or due the Named Insured caused by damage, or destruction by a peril not excluded from this Policy to property which is not operated by the Named Insured and which wholly or partially prevents the generation of revenue for the account of the Named Insured.

The Company shall be liable for the actual loss sustained for only the length of time as would be required with exercise of due diligence and dispatch to rebuild, replace or repair the contributing property commencing with the date of damage to the contributing property, but not limited by the expiration date of this Policy.

If the Named Insured has reported Tax Revenue Interruption values for which premium has been charged, such loss recovery after deductible shall be limited to whichever is the least of:

1. The sub-limit USD3,000,000 insured on the Policy;
2. The actual loss sustained.
3. The difference in amount between 97.5% of the anticipated revenue and the actual total revenue after the loss.

If the Named Insured has not reported Tax Revenue Interruption values, such loss recovery after deductible shall be limited to whichever is the least of:

1. The actual loss sustained;
2. USD100,000 per occurrence.

DEDUCTIBLE: Each loss or series of losses arising out of one event at each location shall be adjusted separately and from the aggregate amount of all such losses 2.50% of the annual revenue value shall be deducted.

6. EXTENDED PERIOD OF INDEMNITY

Business interruption including rental income, tax interruption, tuition income and extra expense coverage provided by this Policy is extended for the additional length of time required to restore the business of the Named Insured to the condition that would have existed had no loss occurred commencing on either;

a. the date on which the Company's liability would otherwise terminate or;

b. the date on which rebuilding, repairing or replacement of such property as has been lost, damaged or destroyed is actually completed, whichever is later.

The Company's liability shall terminate no later than **180 (one hundred and eighty) days** from the commencement date set forth above, unless a different time period is agreed to by the Company through an endorsement to this policy.

7. EXPENSES TO REDUCE LOSS

This Policy also covers such expenses as are necessarily incurred for the purpose of reducing loss under this section (except incurred to extinguish a fire); but in no event to exceed the amount by which loss is thereby reduced.

C. EXCLUSIONS

1. The Company shall not be liable for any increase of loss which may be occasioned by the suspension, lapse, or cancellation of any lease or license, contract or order, unless such suspension, lapse, or cancellation results directly from the interruption of business caused by direct physical loss or damage covered by this policy and, then the Company shall only be liable for such loss as affects the Named Insured's earnings during and limited to, the period of indemnity covered under this Policy.

2. With respect to loss resulting from damage to or destruction of media for, or programming records pertaining to, electronic data processing or electronically controlled equipment, including data thereon, by the perils insured against, the length of time for which the Company shall be liable hereunder shall not exceed:

   i. Thirty (30) consecutive calendar days or the time required with exercise of due diligence and dispatch to reproduce the data thereon from duplicates or from originals of the previous generation, whichever is less; or,

   ii. the length of time that would be required to rebuild, repair or replace such other property herein described as has been damaged or destroyed, but not exceeding eighteen (18) calendar months, whichever is the greater length of time.

D. CONDITIONS APPLICABLE TO THIS SECTION

If the Named Insured could reduce the loss resulting from the interruption of business:

1. by complete or partial resumption of operation of the property whether or not such property be lost or damaged, or;
2. by making use of merchandise or other property at the Named Insured's location or elsewhere;

such reduction shall be taken into account in arriving at the amount of the loss hereunder.

E. DEFINITIONS

1. GROSS EARNINGS

"Gross Earnings" is defined as the sum of:

a. total net sales and;

b. other earnings derived from the operation of the business

less the cost of;

c. merchandise sold including packaging materials and;

d. materials and supplies consumed directly in supplying the service(s) sold by the Named Insured, and;

e. service(s) purchased from outside (not employees of the Named Insured) for resale that does not continue under contract.

No other cost shall be deducted in determining gross earnings.

In determining gross earnings, due consideration shall be given to the experience of the business before the date of loss or damage and the probable experience thereafter, had no loss occurred.

In the event that Real and/or Personal Property that does not normally produce an income sustain damage covered under this policy, the actual recovery under this policy shall be the continuing fixed charges and expenses directly attributable to such non-productive property.

2. MERCHANDISE

Shall be understood to mean, goods kept for sale by the Named Insured, which are not the products of manufacturing operations conducted by the Named Insured.

3. EXTRA EXPENSE

The term "extra expense", whenever used in this Policy, is defined as the excess (if any) of the total cost incurred during the period of restoration chargeable to the operation of the Named Insured's business over and above the total cost that would normally have been incurred to conduct the business during the same period had no damage or destruction occurred. Any salvage value of property obtained for temporary use during the period of restoration, which remains after the resumption of normal operations, shall be taken into consideration in the adjustment of any loss hereunder.

4. RENTAL VALUE

The term "rental value" is defined as the sum of:

a. the total anticipated gross rental income from tenant occupancy as furnished and equipped by the Named Insured, and;

b. the amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be obligations of the Named Insured, and;

c. the fair rental value of any portion of said property which is occupied by the Named Insured, and;

d. any amount in excess of a., b. and c. (above) which an obligation due under the terms and conditions of any revenue bond, certificate of participation or other financial instrument.

In determining rental value, due consideration shall be given to the experience before the date of loss or damage and the probable experience thereafter had no loss occurred.

5. PERIOD OF RESTORATION

The period during which business interruption and or rental interruption applies will begin on the date direct physical loss occurs and interrupts normal business operations and ends on the date that the damaged property should have been repaired, rebuilt or replaced with due diligence and dispatch, but not limited by the expiration of this policy.

SECTION IV
GENERAL CONDITIONS

A. PERILS COVERED

Subject to the terms, conditions and exclusions stated elsewhere herein, this Policy provides insurance against all risk of direct physical loss or damage occurring during the period of this Policy.

B. EXCLUSIONS

This Policy does not insure against any of the following:

1. Loss or damage caused by or resulting from moths, vermin, termites, or other insects, inherent vice, latent defect, faulty materials, error in design, faulty workmanship, wear, tear or gradual deterioration, rust, corrosion, wet or dry rot, unless physical loss or damage not otherwise excluded herein ensues and then only for such ensuing loss, or damage.

2. Physical loss or damage by normal settling, shrinkage or expansion in building or foundation.

3. Delay or loss of markets (this exclusion shall be inapplicable to the extent inconsistent with any time element coverage provided elsewhere herein).

4. Breakdown or derangement of machinery and/or steam boiler explosion, unless physical loss or damage not otherwise excluded herein ensues and then only for such ensuing loss.

5. Loss or damage caused by or resulting from misappropriation, conversion, inventory shortage, unexplained disappearance, infidelity or any dishonest act on the part of the Named Insured, it's employees or agents or others to whom the property may be entrusted (bailees and carriers for hire excepted) or other party of interest.

6. Loss or damage caused by or resulting from electrical injury or disturbance from artificial causes to electrical appliances, devices of any kind or wiring, unless physical loss or damage not otherwise excluded herein ensues and then only for such ensuing loss. This exclusion does not apply to data processing equipment or media.

7. Loss or damage to personal property resulting from shrinkage, evaporation, loss of weight, leakage, breakage of fragile articles, marring, scratching, exposure to light or change in color, texture or flavor, unless such loss is caused directly by fire or the combating thereof, lightning, windstorm, hail, explosion, strike, riot, or civil commotion, aircraft, vehicles, breakage of pipes or apparatus, sprinkler leakage, vandalism and malicious mischief, theft, attempted theft, flood or earthquake shock. (Earthquake Shock, and Flood, in the states of Alaska or California shall only apply to locations that are scheduled for Earthquake Shock and Flood).

8. Loss or damage caused by rain, sleet or snow to personal property in the open (except in the custody of carriers or bailees for hire).

9. Loss caused directly or indirectly, by:

   a. War, hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack

      i. by any government or sovereign power (de jure or de facto), or by any Authority maintaining or using military, naval or air forces; or
      ii. by military, naval or air forces; or
      iii. by an agent of any such government, power, authority or forces;

   b. any weapon of war employing atomic fission or radioactive force whether in time of peace or war;

   c. insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental Authority or hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

10. Nuclear reaction or nuclear radiation or radioactive contamination from any cause, all whether direct or indirect, controlled or uncontrolled, proximate or remote, or is contributed to or aggravated by a Covered Cause of Loss. However:

   a. If fire not otherwise excluded results, the Company shall be liable for the direct physical loss or damage by such resulting fire, but not including, any loss or damage due to nuclear reaction, nuclear radiation, or radioactive contamination, and

   b. This Policy does insure against physical loss or damage caused by sudden and accidental radioactive contamination, including resultant radiation damage, from material used or stored or from processes conducted on the Named Insured premises, provided that, at the time of such loss or damage, there is neither a nuclear reactor nor any new or used nuclear fuel on the Named Insured premises

11. As respects course of construction, the following exclusions shall apply:

   a. The cost of making good: faulty or defective workmanship, materials, construction and/or design, but this exclusion shall not apply to damage by a peril not excluded resulting from such faulty or defective workmanship, materials, construction and/or design.

   b. The cost of non-compliance of, or delay in completion of contract.

   c. The cost of non-compliance with contract conditions.

   d. Contractors' equipment or tools not a part of or destined to become a part of the installation.

12. Loss or damage caused by Earthquake Shock unless a limit is shown on the Declarations for Earthquake Shock this exclusion will apply.

13. Loss or damage caused by Flood unless a limit is shown on the Declarations for Flood this exclusion will apply.

14. Loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

    a) the recognition, interpretation, calculation, comparison, differentiation, sequencing or processing of data involving one or more dates or times, by any computer system, hardware, program or software, or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Named Insured or not; or

    b) any change, alteration, correction or modification involving one or more dates or times, to any such computer system, hardware, program or software, or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Named Insured or not.

    Except as provided in the next paragraph, this Electronic Date Recognition Clause shall apply regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

    If direct physical loss or damage not otherwise excluded by this Policy results, then subject to all its terms and conditions, this Policy shall be liable only for such resulting loss or damage. Such resulting loss or damage shall not include physical loss or damage to data resulting directly from a) or b) above, nor the cost, claim or expense, whether preventative, remedial, or otherwise, arising out of or relating to any change, alteration, correction or modification relating to the ability of any damaged computer system, hardware, program or software, or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment to recognize, interpret, calculate, compare, differentiate sequence or process any data involving one or more dates or times.

15. Loss or damage in the form of, caused by, arising out of, contributed to, or resulting from fungus, mold(s), mildew or yeast; or any spores or toxins created or produced by or emanating from such fungus, mold(s), mildew or yeast;

    a) fungus includes, but is not limited to, any of the plants or organisms belonging to the major group fungi, lacking chlorophyll, and including mold(s), rusts, mildews, smuts and mushrooms;

    b) mold(s) includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce mold(s);

    c) spores means any dormant or reproductive body produced by or arising or emanating out of any fungus, mold(s), mildew, plants, organisms or microorganisms,

regardless of any other cause or event that contributes concurrently or in any sequence to such loss.

This exclusion shall not apply to any loss or damage in the form of, caused by, contributed to or resulting from fungus, mold(s), mildew or yeast, or any spores or toxins created or produced by or emanating from such fungus, mold(s), mildew or yeast which the Insured establishes is a direct result of a Covered Loss not otherwise excluded by the Policy, provided that such fungus, mold(s), mildew or yeast loss or damage is reported to the Company within twelve months from the expiration date of the Policy. Notwithstanding Section IV, Item R., Other Insurance, coverage provided under this paragraph shall apply as primary. Nothing herein contained shall be held to waive, vary, alter or extend any condition or provision of the policy other than as above stated.

16. Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

17. The following additional exclusions apply to animals covered under this Policy:

    a. Death of any animal(s) from natural causes.

    b. Death of any animal(s) that dies from an unknown cause unless:

        i. upon the death of such animal a post-mortem examination conducted on the animal by a licensed veterinarian, and if
        ii. the veterinarian's post-mortem report shows the cause of death to clearly fall within the coverages of this Policy.

    c. Death of any animal(s) as a result of surgical operation, including inoculation, unless the necessity for same arises from a loss otherwise covered by this Policy.

    d. The death or destruction of any animal(s) caused by, resulting from, or made necessary by physical injury caused by or resulting from the activities of the injured animal or other animals unless such death or destruction is the result of a loss otherwise covered by this Policy.

    e. The death of any animal(s) caused directly or indirectly by the neglect or abuse of the Named Insured, his agent, employees or bailees (carriers for hire excepted) unless such death is a result of a loss otherwise covered by this Policy.

    f. The loss by death of any animal(s) as a result of parturition or abortion.

    g. Loss resulting from depreciation in value caused by any animal(s) covered hereunder becoming unfit for or incapable of filling the function or duties for which it is kept, employed or intended unless such depreciation is a result of a loss otherwise covered by this Policy.

    h. Loss by destruction of any animal(s) on the order of the federal or any state government, or otherwise as a result of having contracted or been exposed to any contagious or communicable disease.

i. The removal or disposal of the remains of any animal(s) or the expense thereof unless such removal or disposal is the result of a loss otherwise covered by this Policy.

j. The loss of any animal(s) that has been unnerved (the term "unnerved" to be considered as meaning the operation of neurotomy for lameness.)

k. Any claim consequent upon delay, deterioration, or loss of use or loss of market arising from an event covered by this Policy.

18. Loss, damage, costs or expenses in connection with any kind or description of seepage and/or pollution and/or contamination, direct or indirect, arising from any cause whatsoever. Except as provided in Section II Property Damage, B. Extension of Coverage, 21. Accidental Contamination.

Nevertheless if fire is not excluded from this Policy and a fire arises directly or indirectly from seepage and/or pollution and/or contamination, any loss or damage covered under this Policy arising directly from that fire shall, (subject to the terms, conditions and limitations of the Policy) be covered.

However, if the covered property is the subject of direct physical loss or damage for which the Company has paid or agreed to pay, then this Policy (subject to its terms, conditions and limitations) insures against direct physical loss or damage to the property covered hereunder caused by resulting seepage and/or pollution and/or contamination.

The Named Insured shall give notice to the Company of intent to claim **NO LATER THAN TWELVE (12) MONTHS AFTER THE DATE OF THE ORIGINAL PHYSICAL LOSS OR DAMAGE.**

Notwithstanding the provisions of the preceding exclusions or any provision respecting seepage and/or pollution and/or contamination, and/or debris removal and/or cost of clean up in the Policy, in the event of direct physical loss or damage to the property covered hereunder, this Policy (subject otherwise to its terms, conditions and limitations, including but not limited to any applicable deductible) also insures, within the sum covered:

(a) expenses reasonably incurred in removal of debris of the property hereunder destroyed or damaged from the premises of the Named Insured; and/or;
(b) cost of clean up at the premises of the Named Insured made necessary as a result of such direct physical loss or damage;

PROVIDED that this Policy does not insure against the costs of decontamination or removal of water, soil or any other substance on or under such premises.

19. **AUTHORITIES EXCLUSION**

Fines, penalties or cost incurred or sustained by the Named Insured or imposed on the Named Insured at the order of any Government Agency, Court or other Authority, in connection with any kind or description of environmental impairment including seepage or pollution or contamination from any cause.

20. The following exclusion applies to Terrorism:

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

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

C. STATUTES

If any of the articles of this Policy conflict with the laws or statutes of any jurisdictions in which this Policy applies this Policy is amended to conform to such laws or statutes.

D. TERRITORIAL LIMITS

This Policy insures Real and Personal Property within the United States of America. Personal Property is extended to Worldwide coverage. The coverage provided by this clause for Personal Property is sub-limited to USD as per Declaration Page.

E. REINSTATEMENT

Any reduction in the amount insured hereunder due to payment of any loss or losses shall be automatically reinstated for the balance of the term of this contract except as respects to the perils of Earthquake Shock and Flood.

F. FREE ON BOARD (F.O.B.) SHIPMENTS

The Company shall be liable for the interest of the Named Insured at sole option of the Named Insured, the interest of the consignee in merchandise, which has been sold by the Named Insured under terms of F.O.B. point of origin or other terms usually regarded as terminating shippers' responsibility short of point of delivery.

G. BREACH OF CONDITIONS

If any breach of a clause, condition or warranty of this Policy shall occur prior to a loss affected thereby under this Policy, such breach shall not void the Policy nor avail the Company to avoid liability unless such breach shall exist at the time of such loss under this contract or Policy, and be a contributing factor to the loss for which claim is presented hereunder, it being understood that such breach of clause or condition is applicable only to the property affected thereby. Notwithstanding the foregoing, if the Named Insured establishes that the breach, whether contributory or not, occurred without its knowledge or permission or beyond its control, such breach shall not prevent the Named Insured from recovering under this Policy.

H. PERMITS AND PRIVILEGES

Anything in the printed conditions of this Policy to the contrary notwithstanding, permission is hereby granted:

1. to maintain present hazards and hazards which are consistent with the current operation of insured facilities;
2. to make additions, alterations, extensions, improvements and repairs, to delete, demolish, construct and reconstruct, and also to include all materials, equipment and supplies incidental to the foregoing operations of the property covered hereunder, while in, on and/or about the premises or adjacent thereto;
3. for such use of the premises as usual and/or incidental to the business as conducted therein and to keep and use all articles and materials usual and/or incidental to said business in such quantities as the exigencies of the business require;

This Policy shall not be prejudiced by:

1. any error in stating the name, number, street, or location of any building(s) and contents covered hereunder, or any error or omission involving the name or title of the Named Insured;
2. any act or neglect of the owner of the building, if the Named Insured hereunder is not the owner, or of any occupant of the within described premises other than the Named Insured, when such act or neglect is not within the control of the Named Insured, named herein; or
3. by failure of the Named Insured to comply with any of the warranties or conditions endorsed hereon in any portion of the premises over which the Named Insured has no control.

I. PROTECTIVE SAFEGUARDS

The Named Insured shall exercise due diligence in maintaining in complete working order all protective safeguard equipment and services.

J. NOTICE OF LOSS

In the event of loss or damage insured against under this Policy, the Named Insured shall give notice thereof to Tribal First, P.O. Box 609015, San Diego, CA 92160, Phone: 858-505-4022, Fax: 619-699-0929, of such loss. Such notice is to be made as soon practicable upon knowledge within the risk management or finance division of the insured that a loss has occurred.

K. ARBITRATION OF VALUE

In case the Named Insured and the Company shall fail to agree as to the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraisers selected. The appraiser shall first select a competent and disinterested umpire, and failing to agree upon such umpire, then, on request of the Named Insured or the Company such umpire shall be selected by judge of a court of record in the state in which the property covered is located.

The appraisers shall as soon as practicable, appraise the loss stating separately the loss of each item and failing to agree, shall submit their differences only to the umpire. An award in writing so itemized, of any two appraisers when filed with the Company shall determine the amount of loss. The party selecting him shall pay each appraiser and the expenses of appraisal and umpire shall be paid by the parties equally.

L. PROOF OF LOSS

The Named Insured shall render a signed and sworn proof of loss as soon as practical after the occurrence of a loss, stating the time, place and cause of loss, the interest of the Named Insured and of all others in the property, the value thereof and the amount of loss or damage thereto.

M. SUBROGATION

In the event of any loss payment under this Policy, the Company, shall be subrogated to all the Named Insured's rights of recovery thereof against any person or organization and the Named Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights.

As respects subrogation it is agreed that, after expenses incurred in subrogation are deducted, the Named Insured and the Company shall share proportionately to the extent of their respective interests as determined by the amount of their net loss. Any amount thus found to be due to either party from the other shall be paid promptly.

Notwithstanding the above wording, the Named Insured has the right to enter into an agreement that releases or waives the Named Insured's right to recovery against third parties responsible for the loss if made before the loss occurred.

N. CANCELLATION

This Policy may be cancelled by the Named Insured at any time by written notice or surrender of this Policy. This Policy may also be cancelled by or on behalf of the Company by delivering to the Named Insured or by mailing to the Named Insured, by registered, certified or other first class mail at the Named Insured's address as shown in this Policy, written notice, not less than ninety (90) days prior to the effective date of cancellation. The mailing of such notice as aforesaid shall be sufficient proof and this Policy and shall terminate at the date and hour specified in such notice. Notwithstanding what has been stated above, however, should this Policy be cancelled for non-payment of assessment, the Company shall only be required to give the Named Insured ten (10) days notice.

If this insurance in total shall be cancelled by the Named Insured, the Company shall retain the customary short rate proportion of the premium hereon. If the Company elects to cancel coverage mid-term, then such cancellation shall be handled on a pro-rata basis without short rate penalty.

In the event of cancellation the aggregate retention and specific limit amount shall be applied pro rata with the balance, if any, to be paid to the Named Insured.

Payment or tender of any unearned premium by the Company shall not be condition precedent to the effectiveness of cancellation but such payment shall be made forthwith.

Cancellation shall not affect coverage on any shipment in transit on date of cancellation. Coverage will continue in full force until such property is safely delivered and accepted at place of final destination.

It is understood and agreed that if the Named Insured cancels this Policy, the Policy is subject to 25% minimum earned premium regardless of the length of time coverage is in force.

O. ABANDONMENT

There shall be no abandonment to the Company of any property.

P. ASSIGNMENT

Assignment or transfer of this Policy shall not be valid except with the written consent of the Company.

Q. SALVAGE

When, in connection with any loss hereunder, any salvage is received prior or subsequent to the payment of such loss, the loss shall be figured on the basis on which it would have been settled had the amount of salvage been known at the time the loss was originally determined. The salvage value will be deducted from the claim or returned to the Company.

R. OTHER INSURANCE

Permission is hereby granted to the Named Insured to carry more specific insurance on any property covered under this Policy. This Policy shall not attach or become insurance upon any property which at the time of loss is more specifically described and covered under any other policy form until the liability of such other insurance has first been exhausted and shall then cover only the excess of value of such property over and above the amount payable under such other insurance, whether collectible or not. This Policy, subject to its conditions and limitations, shall attach and become insurance upon such property as respects any peril not covered by such other insurance and not otherwise excluded herein.

In the event of a loss that is covered by other insurance, wherein this Policy is excess of any amount paid by such other insurer, the other insurance shall be applied to the deductible amount stated elsewhere. Should the amount paid by such other insurance exceed these deductibles, no further deductibles shall be applied under this Policy.

S. EXCESS INSURANCE

Permission is granted for the Named Insured to maintain excess insurance over the limit of liability set forth in this Policy without prejudice to this Policy and the existence of such insurance, if any, shall not reduce any liability under this Policy. Also it is understood and agreed as respects earthquake shock or flood, that in the event of reduction or exhaustion of the aggregate limits of liability under the underlying Policy(s) by reason of loss(es) hereunder, this Policy shall:

1. in the event of reduction, pay out excess of the reduced underlying limit and
2. in the event of exhaustion, continue in force as the underlying Policy.

T. RIGHT TO REVIEW RECORDS FOLLOWING AN INSURED LOSS

The Named Insured as often as may be reasonably required, shall submit and so far as within their power, cause all other persons interested in the property or employees to submit to examination under oath by any person named by the Company relative to any and all matters in connection with a claim, and produce for examination all books of account, bills, invoices and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Company or their representatives and shall permit extracts and copies thereof to be made.

U. CONCEALMENT AND FRAUD

This entire Policy shall be void, if whether before or after a loss, the Named Insured has willfully concealed or misrepresented any material facts or circumstance concerning this Policy of the subject thereof, or the interest of the Named Insured therein, or in case of any fraud or false swearing by the Named Insured relating thereto.

V. FULL WAIVER

The terms and conditions of this form and any approved endorsements, supersede any policy jacket that may be attached hereto.

W. SUIT AGAINST COMPANY

No suit, action or proceeding for the recovery of any claim under this Policy shall be sustainable in any court of law or equity unless the Named Insured shall have complied with all the requirements of this Policy, nor unless the suit is commenced within twelve (12) months after the date that the Company has made its final offer of settlement or denial of the loss. However, that if under the laws of the jurisdiction in which the property is located such limitation is invalid, then any such claims shall be void unless such action, suit or proceedings be commenced within the shortest limit of time permitted by the laws of such jurisdiction.

X. JOINT LOSS ADJUSTMENT – BOILER & MACHINERY

In the event of damage to or destruction of property, at a location designated in this Policy and also designated in a boiler and machinery insurance policy, and there is a disagreement between the Company and the Named Insured with respect to:

(1) Whether such damage or destruction was caused by a peril covered against by this Policy or by an accident covered against by such boiler and machinery insurance policy(ies) or

(2) The extent of participation of this Policy and of such boiler and machinery insurance policy in a loss that is covered against, partially or wholly, by one or all of said policy(ies).

The Company shall, upon written request of the Named Insured, pay to the Named Insured one-half of the amount of the loss which is in disagreement, but in no event more than the Company would have paid if there had been no boiler and machinery insurance policy(ies) in effect, subject to the following conditions:

(1) The amount of loss which is in disagreement after making provisions for any undisputed claims payable under the said policy(ies) and after the amount of the loss is agreed by the Named Insured and the Boiler and Machinery Insurer and the Company is limited to the minimum amount remaining payable under either the boiler and machinery insurance policy(ies).

(2) The boiler and machinery insurer(s) shall simultaneously pay to the Named Insured, one-half of the said amount, which is in disagreement.

(3) The payments by the Company and acceptance of the same by the Named Insured signify the agreement of the Company to submit to and proceed with arbitration within ninety (90) days of such payments:

The arbitrators shall be three (3) in number, one of whom shall be appointed by the boiler insurer(s) and one of whom shall be appointed by the Company hereon and the third appointed by consent of the other two, and the decision by the arbitrators shall be binding on the insurer(s) and the Named Insured and that judgment upon such award may be entered in any court of competent jurisdiction.

(4) The Named Insured agrees to cooperate in connection with such arbitration but not to intervene therein.

(5) This agreement shall be null and void unless the Policy of the boiler and machinery Insurer is similarly endorsed.

In no event shall an Insurer be obligated to pay more than their total single limit.

Y. JOINT LOSS ADJUSTMENT – EXCESS PROPERTY

In the event of damage to or destruction of property at a location designated in this Policy and also designated in an excess insurance policy(ies) and if there is disagreement between the insurers with respect to:

(1) whether such damage or destruction was caused by a single event or by multiple events or;

(2) the extent of participation of this Policy and any excess insurance policy in a loss covered against partially or wholly, by one of said Policy or policy(ies).

The Company shall, upon written request of the Named Insured, pay to the Named Insured one-half of the amount of the loss which is in disagreement, but in no event more than the Company would have paid if there had been no excess insurance or policy(ies) in effect, subject to the following conditions:

(1) the amount of loss which is in disagreement after making provisions for any undisputed claims payable under the said policy(ies) and after the amount of the loss is agreed by the Named Insured and the Company is limited to the minimum amount remaining payable under either the primary insurance policy or excess insurance policy(ies);

(2) the excess insurers shall simultaneously pay to the Named Insured one-half of the said amount which is in disagreement; and,

(3) the payments by the Company hereunder and acceptance of the same by the Named Insured signify the agreement of the Company to submit to and proceed with arbitration within ninety (90) days of such payments.

The arbitrators shall be three (3) in number, one of whom shall be appointed by the excess insurer(s) and one of whom shall be appointed by the Company and the third appointed by consent of the other two, and the decision by the arbitrators shall be binding on the Company and the Named Insured, and that judgment upon such award may be entered in any court of competent jurisdiction.

(4) The Named Insured agrees to cooperate in connection with such arbitration but not to intervene therein.

Z. LENDER'S LOSS PAYABLE

The following provisions (or equivalent) apply as required by "mortgages" and "lenders" to whom certificates of coverage have been issued.

1. Loss or damage, if any, under this policy, shall be paid to the Payee named on the first page of this policy, its successors and assigns, hereinafter referred to as "the Lender," in whatever form or capacity its interests may appear and whether said interest be vested in said Lender in its individual or in its disclosed or undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said Lender.

2. The insurance under this policy, or any rider or endorsement attached thereto, as to the interest only of the Lender, its successors and assigns, shall not be invalidated nor suspended: (a) by any error, omission, or change respecting the ownership, description, possession, or location of the subject of the insurance or the interest therein, or the title thereto; (b) by the commencement of foreclosure proceedings or the giving of notice of sale of any of the property covered by this policy by virtue of any mortgage or trust deed; (c) by any breach of warranty, act, omission, neglect, or non-compliance with any of the provisions of this policy, including any and all riders now or hereafter attached thereto, by the Named Insured, the borrower, mortgagor, trustor, vendee, owner, tenant, warehouseman, custodian, occupant, or by the agents of either or any of them or by the happening of any event permitted by them or either of them, or their agents, or which they failed to prevent, whether occurring before or after the attachment of this endorsement, or whether before or after a loss, which under the provisions of this policy of insurance or of any rider or endorsement attached thereto would invalidate or suspend the insurance as to the Named Insured, excluding here from, however, any acts or omissions of the Lender while exercising active control and management of the property.

3. In the event of failure of the Named Insured to pay any premium or additional premium which shall be or become due under the terms of this policy or on account of any change in occupancy or increase in hazard not permitted by this policy, the Company agrees to give written notice to the Lender of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lender hereunder that the Lender when so notified in writing by this Company of the failure of the Named Insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefore. If the Lender shall decline to pay said premium or additional premium, the rights of the Lender under this Lender's Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lender.

4. Whenever the Company shall pay to the Lender any sum for loss or damage under this policy and shall claim that as to the Named Insured no liability therefore exists, the Company, at its option, may pay to the Lender the whole principal sum and interest and other indebtedness due or to become due from the Named Insured, whether secured or unsecured, (with refund of all interest not accrued), and the Company, to the extent of such payment, shall thereupon receive a full assignment and transfer, without recourse, of the debt and all rights and securities held as collateral thereto.

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

For covered property in which both insured and a Loss Payee shown in the Schedule or in the Declaration Page have an insurable interest, the Company will:

1. Adjust losses with the Named Insured; and

2. Pay any claim for loss or damage jointly to the Named Insured and the Loss Payee, as interests may appear.

B. LENDER'S LOSS PAYABLE

1. The Loss Payee shown in the Schedule or in the Declaration Page is a creditor, including a mortgage holder or trustee, whose interest in Covered Property is established by such written instruments as:

   a. Warehouse receipts;
   b. A contract for deed;
   c. Bills of lading;
   d. Financing statements; or
   e. Mortgages, deeds of trust or security agreements.

2. For Covered Property in which both the Named Insured and a Loss Payee have an insurable interest:

   a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
   b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
   c. If the Company deny the Named Insured claim because of the insured act or because the Named Insured have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:

      (1) Pays any premium due under this Coverage Part at our request if the Named Insured have failed to do so;
      (2) Submits a signed, sworn proof of loss within 90 days after receiving notice from us of the Named Insured failure to do so; and
      (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

   All of the terms of this Coverage Part will then apply directly to the Loss Payee.

   d. If the Company pays the Loss Payee for any loss or damage and deny payment to the Named Insured because of the Named Insured acts or because the Named Insured have failed to comply with the terms of this Coverage Part:

      (1) The Loss Payee's rights will be transferred to us to the extent of the amount the Company pays; and
      (2) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, the Company may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, the Named Insured will pay the insured remaining debt to us.

3. If the Company cancels this policy, the Company will give written notice to the Loss Payee at least:

   a. Ten (10) days before the effective date of cancellation if the Company cancels for the insured non-payment of premium; or
   b. Thirty (30) days before the effective date of cancellation if the Company cancels for any other reason.

4. If the Company elects not to renew this policy, the Company will give written notice to the Loss Payee at least ten (10) days before the expiration date of this policy.

C. CONTRACT OF SALE

1. The Loss Payee shown in the Schedule or in the Declaration Page is a person or organization the Named Insured have entered a contract with for the sale of Covered Property.
2. For Covered Property in which both the Named Insured and the Loss Payee have an insurable interest the Company will:
   a. Adjust losses with the Named Insured; and
   b. Pay any claim for loss or damage jointly to the Named Insured and the Loss Payee, as interests may appear:
3. The following is added to the OTHER INSURANCE Condition:

   For Covered Property that is the subject of a contract of sale, the word "the Named Insured" includes the Loss Payee.

AC. ELECTRONIC DATA

1. Electronic Data Exclusion

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

a) This Policy does not insure, loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced

unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

b) However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this Policy, subject to all its terms, conditions and exclusions will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils
Fire
Explosion

2. Electronic Data Processing Media Valuation

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

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost to repair, replace or restore such media to the condition that existed immediately prior to such loss or damage, including the cost of reproducing any ELECTRONIC DATA contained thereon, providing such media is repaired, replaced or restored. Such cost of reproduction shall include all reasonable and necessary amounts, not to exceed USD10,000,000 any one loss, incurred by the Named Insured in recreating, gathering and assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Named Insured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

AD. LOSS ADJUSTMENT SERVICES

Crawford & Company, 3050 Saturn Street #200, Brea, California, 92821, is hereby authorized to represent the Company in the investigation and adjustment of any loss or damage under this Policy at the expense of the Company and without regard to the amount of loss or damage and/or applicable deductible if any.

However, the Company reserves the right to utilize other adjusting firms if and when they feel it necessary.

AE. SERVICE OF SUIT (U.S.A.)

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Named Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon:

FLWA Service Corp, c/o Foley and Lardner LLP, 555 California Street, Suite 1700, San Francisco, CA 94104-1520 (applicable to all markets except as noted below) and that in any

suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Named Insured (or Reinsured) to give a written undertaking to the Named Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Named Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

AF. DEFINITIONS:

1. OCCURRENCE

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

a. Windstorm

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

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

b. Flood

Each loss by flood shall constitute a single loss hereunder.

1. If any flood occurs within a period of the continued rising or overflow of any river(s) or stream(s) and the subsidence of same within the banks of such river(s) or stream(s); or

2. If any flood results from any tidal wave or series of tidal waves caused by any one disturbance;

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

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

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

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

1. overflow of inland or tidal water;

2. unusual and rapid accumulation or run off of surface waters from any natural source.

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

The definition of flood does not include ensuing loss or damage by fire, explosion or sprinkler leakage.

c. **Flood Zone A and V**

Flood zones A and V as referenced in this policy is defined by FEMA as being inclusive of all 100 year high risk flood areas. A one-hundred-year flood is a flood event that has a 1% probability of occurring in any given year..

d. Earthquake Shock

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

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

In the event of there being a difference of opinion between the Named Insured and the Company as to whether or not all earthquake shock losses sustained by

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

The term earthquake shock is defined as: earth movement meaning natural faulting of land masses, but not including subsidence, landslide, rock slide, earth rising, earth sinking, earth shifting or settling unless as a direct result of such earth movement. The definition of earthquake shock does not include ensuing loss or damage by fire, explosion or sprinkler leakage. Further Earthquake Sprinkler Leakage is covered outside of the "Earthquake Shock" definition and subject to the basic peril deductible.

2. PERSONAL PROPERTY OF OTHERS

Means, any property (other than real property) belonging to others for which a Named Insured has assumed liability. This includes but is not limited to:

- Articles of Clothing
- Jewelry
- Sound Equipment
- Fine Arts (up to the sub-limit of unscheduled fine arts)
- EDP Media & Hardware
- Valuable Papers
- Portable Electronic Equipment
- Employee Tools

3. IMPROVEMENTS AND BETTERMENTS

Means, additions or changes made by a Named Insured / lessee at their own expense to a building they are occupying that enhance the building's value.

4. VALUABLE PAPERS AND RECORDS

Means, all inscribed, printed, or written; documents, manuscripts or records; including but not limited to abstracts, books, deeds, drawing, films, maps, or mortgages. Valuable Papers are not money, securities, stamps or converted data program or instructions used in the Named Insured's data processing operations including the materials on which data is recorded.

5. TIER I WINDSTORM COUNTIES

State	Tier I Counties, Parishes or Independent Cities
Alabama	Baldwin, Mobile
Florida	Entire State, All Counties
Georgia	Bryan, Camden, Chatham, Glynn, Liberty, McIntosh,
Hawaii	Entire State, All Counties
Louisiana	Assumption, Calcasieu, Cameron, Iberia, Jefferson, Lafourche, Livingston, Orleans, Plaquemines, St. Bernard, St. Charles, St. James, St. John the Baptist, St. Mary, St. Tammany, Tangipahoa, Terrebonne, Vermilion
Mississippi	Hancock, Harrison, Jackson
North Carolina	Beaufort, Bertie, Brunswick, Camden, Carteret, Chowan, Columbus, Craven, Currituck, Dare, Hyde, Jones, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrell, Washington
South Carolina	Beaufort, Berkley, Charleston, Colleton, Georgetown, Horry, Jasper
Texas	Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Harris (entire County), Jackson, Jefferson, Kenedy, Kleberg, Liberty, Matagorda, Newton, Nueces, Orange, Refugio, San Patricio, Victoria, Willacy
Virginia	Accomack, Charles City, Chesapeake City, Gloucester, Hampton City, Isle of Wight, James City, Lancaster, Mathews, Middlesex, New Kent, Newport News, Norfolk City, Northampton, Northumberland, Poquoson City, Portsmouth City, Prince George, Suffolk City, Sussex, Surry, Virginia Beach City, Westmoreland, Williamsburg City, York

6. RESIDENTIAL/HABITATIONAL

The term residential/habitational with respects to deductibles is defined as: single family dwellings, duplexes, four-plexes, apartment buildings, or any other structure that is currently being used as the aforementioned occupancies. However, single family dwellings, duplexes, four-plexes, and apartment buildings that are not currently being used primarily as a residence will not be considered residential/habitational. Additionally, nursing homes, battered family shelters, youth centers, dormitories, and other occupancies that are business related will not be considered residential/habitational.

AG. ADDITIONAL INSURED'S / LOSS PAYEES

It is hereby understood and agreed that the interest of Additional Insured's and/or Loss Payees is automatically included, as per schedule held on file with Tribal First.

SECTION V

FINE ARTS FLOATER

A. COVERAGE

This policy insures against all risks of physical loss of or damage except as hereafter excluded occurring during the policy period to fine arts, which are the property of the Named Insured or the property of others in the custody or control of the Named Insured while on exhibition or otherwise within the limits of the United States.

If any of the property covered by this Section is also covered under any other provisions of the Policy of which this Section is made a part, those provisions are hereby amended to exclude such property, the intent being that the coverage under this Section is the sole coverage on such property.

1. PROPERTY COVERED

Objects of art of every kind and description, and property incidental thereto, which are the property of the Named Insured, or the property of others in the custody and control of the Named Insured, or in transit at the Named Insured's risk, and property in which the Named Insured shall have a fractional ownership interest which are owned by or have been leased, loaned, rented or otherwise made available to the Named Insured. "Property" shall mean paintings, drawings, etchings, prints, rare books, manuscripts, rugs, tapestries, furniture, pictures, bronzes, potteries, porcelains, marbles statuary and all other bonafide works of art and other objects of rarity, historic value, cultural interest or artistic merit, which are part of the collections of the Named Insured, or in the care, custody or control of the Named Insured, and their frames, glazing and shadow boxes.

2. "WALL TO WALL" ("NAIL TO NAIL") COVERAGE

This Section covers the Named Insured's property on a "Wall to Wall" ("Nail to Nail") basis, or domicile to domicile basis, as applicable, from the time said property is removed from its normal repository incidental to shipment until returned thereto or other point designated by the owner or owner's agent prior to return shipment, including while in transit to or from points of consolidation or deconsolidation, packing, repacking or unpacking, while at such locations during such processes or awaiting shipment.

Coverage shall terminate upon arrival of the covered property at the final destination designated by the owner or owner's agent, or upon expiration of this Policy, whichever may occur first, except that expiration of this Policy shall not prejudice coverage of any risk then in transit.

B. EXCLUSIONS

1. Loss or damage occasioned by: wear and tear, gradual deterioration, insects, vermin, inherent vice or damage sustained due to and resulting from any repairing, restoration or retouching process;

2. Loss or damage caused by or resulting from:

a. War, hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack;

i. by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or
ii. by military, naval or air forces; or
iii. by an agent of any such government, power, authority or forces;

b. Any weapon of war employing atomic fission or radioactive force whether in time of peace or war;

c. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

3. Nuclear reaction or nuclear radiation or radioactive contamination from any cause, all whether direct or indirect, controlled or uncontrolled, proximate or remote, or is contributed to or aggravated by a Covered Cause of Loss. However:

a. If fire not otherwise excluded results, the Company shall be liable for the direct physical loss or damage by such resulting fire, but not including, any loss or damage due to nuclear reaction, nuclear radiation, or radioactive contamination, and

b. This Policy does insure against physical loss or damage caused by sudden and accidental radioactive contamination, including resultant radiation damage, from material used or stored or from processes conducted on the Insured premises, provided that, at the time of such loss or damage, there is neither a nuclear reactor nor any new or used nuclear fuel on the Named Insured premises.

4. Any dishonest, fraudulent or criminal act by the Named Insured, a partner therein or an officer, director, employee or trustee thereof, whether acting alone or in collusion with others.

For the purpose of this exclusion an act of vandalism or malicious damage by an employee shall not constitute a dishonest, fraudulent or criminal act.

C. LOSS PAYMENT BASIS / VALUATION

The valuation of each article of property covered by this Section shall be determined as follows:

a. Property of the Named Insured shall be covered for and valued at the current fair market value of each article indicated on the books and records of the Named Insured prior to loss, according to the Named Insured's valuation of each object covered.

b. Property of others loaned to the Named Insured and for which the Named Insured may be legally liable, or which the Named Insured has been instructed to insure, shall be covered for and valued at the amount agreed upon for each article by the Named Insured and owner(s) as recorded on the books and records of the Named Insured prior to loss.

c. Otherwise, in the absence of recorded current fair market values or agreed values for each article covered, the Company shall not be liable beyond the fair market value of the property at the time any loss or damage occurs. Said value shall be ascertained by the Named Insured and the Company or, if they differ, then the amount of value or loss shall be determined as provided in the following appraisal clause.

D. SPECIAL CONDITIONS

1. Misrepresentation and Fraud: This entire Section shall be void if, whether before or after a loss, the Named Insured has concealed or misrepresented any material fact or circumstance concerning this Policy or the subject thereof, or the interest of the Named Insured therein, or in case of any fraud or false swearing by the Named Insured relating thereto.

2. Notice of Loss: The Named Insured shall as soon as practicable report in writing to the Company or its agent every loss, damage or occurrence which may give rise to a claim under this Section and shall also file with the Company or its agent within ninety (90) days from the date of discovery of such loss, damage or occurrence, a detailed sworn proof of loss.

3. Examination under Oath: The Named Insured, as often as may be reasonably required, shall exhibit to any person designated by the Company all that remains of any property herein described, and shall submit, and insofar as is within its power cause its employees, Named Insured and others to submit to examination under oath by any person named by the Company and subscribe the same; and, as often as may be reasonably required, shall produce for examination all writings, books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Company or its representative and shall permit extracts and copies thereof to be made. No such examination under oath or examination of books or documents, nor any act of the Named Insured or any of its employees or representatives in connection with the investigation of any loss or claim hereunder, shall be deemed a waiver of any defense which the Named Insured might otherwise have with respect to any loss or claim, but all such examinations and acts shall be deemed to have been made or done without prejudice to the Company's liability.

4. Settlement of Loss: All adjusted claims shall be paid or made good to the Named Insured within sixty (60) days after presentation and acceptance of satisfactory proof of interest and loss at the office of the Company. No loss shall be paid or made good if the Named Insured has collected the same from others.

5. No Benefit to Bailee: This Section shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

6. Subrogation or Loan: If in the event of loss or damage the Named Insured shall acquire any right of action against any individual, firm or corporation for loss of, or damage to, property covered hereunder, the Named Insured will, if requested by the Company, assign and transfer such claim or right of action to the Company or, at the Company's option, execute and deliver to the Company the customary form of loan receipt upon receiving an advance of funds in respect of the loss or damage; and will subrogate the Company to, or will hold in trust for the Company, all such rights of action to the extent of the amount paid or advanced, and will permit suit to be brought in the Named Insured's name under the direction of and at the expense of the Company.

7. Loss Clause: Any loss hereunder shall not reduce the amount of this Section, except in the event of payment of claim for total loss of an item specifically scheduled hereon.

8. Protection and Preservation of Property: In case of actual or imminent physical loss or damage of the type insured against by this Policy, the expenses incurred by the Named Insured in taking reasonable and necessary actions for the temporary protection and preservation of property insured hereunder shall be added to the total physical loss or damage otherwise recoverable under the Policy and be subject to the applicable deductible and without increase in the limit provisions contained in this Policy.

9. Appraisal: If the Named Insured and the Company fail to agree as to the amount of loss, each shall on the written demand of other, made within sixty (60) days after receipt of proof of loss by the Company, select a competent and disinterested appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen (15) days to agree upon such umpire, then on the request of the Named Insured or the Company, such umpire shall be selected by a judge of a court of record in the state in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the fair market value at the time of loss and the amount of loss, and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The Named Insured and the Company shall each pay their chosen appraiser and shall bear equally the other expenses of the appraisal and umpire. The Named Insured shall not be held to have waived any of its rights by any act relating to appraisal.

10. Civil Authority: Property covered under this Section against the peril of fire is also covered against the risk of damage or destruction by Civil authority during a conflagration and for the purpose of retarding the same; provided that neither such conflagration nor such damage or destruction is caused or contributed to by a peril otherwise excluded herein.

11. Changes: Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Section or stop the Named Insured from asserting any right under the terms of this Section, nor shall the terms of this Section be waived or changed except by endorsement issued to form a part of this Section.

12. Additional Covered Party(ies): Corporations, associations, firms, institutions, museums, persons and others who own or control collections, objects or articles who make them available to the Named Insured, and temporary borrowers or custodians (but not carriers, packers or shippers) of property covered, are additional Insured(s) hereunder, but only as respects coverage afforded to said Named Insured's property.

13. Packing: It is agreed by the Named Insured that the property covered hereunder be packed and unpacked by competent packers.

14. Other Insurance: This fine arts floater Section is excess coverage over any other valid and collectible insurance which may apply to any objects of art for which coverage would apply under this Policy.

15. Pair And Set: In the event of the total loss of any article or articles which are a part of a set, the Company agrees to pay the Named Insured the full amount of the value of such set and the Named Insured agrees to surrender the remaining article or articles of the set to the Company.

SECTION VI

MOBILE / CONTRACTORS EQUIPMENT

A. COVERAGE

This Policy insures only contractor's equipment, whether self propelled or not, including equipment thereof while attached thereto or located thereon, such as bulldozers, drag lines, power shovels, derricks, drills, concrete mixers and other machinery of a similar nature and not subject to motor vehicle registration.

If any of the property covered by this Section is also covered under any other provisions of the Policy of which this Section is made a part, those provisions are hereby amended to exclude such property, the intent being that the coverage under this Section is the sole coverage on such property.

B. PERILS EXCLUDED

This Section insures against all risks of direct physical loss or damage occurring during the policy period to the above described property from any external cause except as provided below.

1. Loss or damage due to wear, tear, rust, corrosion, latent defect, mechanical breakage or improper assemblage.

2. Loss or damage due to the weight of the load imposed on the machine exceeding the capacity for which such machine was designed.

3. Loss or damage to crane or derrick boom(s) and jib(s) of lattice construction while being operated unless directly caused by fire, lightning, hail, windstorm, earthquake shock, explosion, riot, riot attending a strike, civil commotion, actual physical contact with an aircraft or airborne missile including objects falling therefrom, collision with other vehicles or other contractors equipment whether or not such other equipment is covered hereunder, landslide, or upset of the unit of which it is a part (but only when and to the same extent that such other perils are covered by the Policy).

4. Loss or damage due to explosion arising from within steam boilers.

5. Loss or damage to dynamos, exciters, lamps, switches, motors or other electrical appliances or devices, including wiring, caused by lightning or other electrical currents (artificial or natural) unless fire ensues and then for the loss by fire only.

6. Loss or damage due to dishonesty of Named Insured's employees or persons to whom the Named Insured's property is entrusted.

7. Loss or damage caused by or contributed to failure of the Named Insured to keep and maintain the property in a thorough state of repair.

8. Loss or damage caused by or resulting from:

   a. War, hostile or warlike action in time of peace or, including action in hindering, combating or defending against an actual, impending or expected attack,

      i. by any government or sovereign power (de jure or de facto) or by any authority maintaining using military, naval or air forces; or
      ii. any military, naval or air forces; or
      iii. by an agent of any such government, power, authority or forces;

   b. any weapon of war employing atomic fission or radioactive force whether in time of peace or war;

   c. insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;

9. Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) covered against in this endorsement; however, subject to the foregoing and all provisions of this Policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is covered against by this Policy.

C. PROPERTY EXCLUDED

1. Automobiles, motorcycles, motor trucks, or parts thereof.

2. Buildings

3. Machinery or equipment or building materials to be installed in any building for the purpose of becoming a part thereof; nor on any property which has become a permanent part of any structure.

4. Property that is located underground.

5. Property while waterborne except while being transported on any regular ferry.

6. The storage risk of property not owned or required to be insured by the Named Insured at premises controlled or leased by the Named Insured, except where incidental to the regular or frequent use of the equipment or property.

7. Plans, blue prints, designs or specifications.

D. LOSS PAYMENT BASIS / VALUATION

On Contractors Equipment (whether self propelled or not), on or off premises, where Replacement Cost (New) values are specified, loss or damage shall be based on 100% of the Replacement Cost (New) at the time of loss. Partial losses shall be based on the cost of repairing or replacing the damaged portion, up to the fair market value of the Contractors Equipment. However, should these costs exceed the fair market value then recovery shall be based upon the Replacement Cost (New).

If the values, provided by the Named Insured, provides a valuation based on replacement cost, then recovery will be on the same basis, if replaced. If not replaced, the basis of recovery shall be actual cash value.

E. SPECIAL CONDITIONS

This section covers property only within the limits of the United States of America.

It is a condition of this Policy that all articles covered hereunder are in sound condition at the time of attachment of this Policy.

SECTION VII

ACCOUNTS RECEIVABLE

A. COVERAGE

This Policy covers the loss of or damage resulting from insured perils to the Named Insured's records of accounts receivable as defined below, occurring during the Policy period.

B. EXCLUSIONS

In addition to the exclusions in the General Conditions, this coverage does not apply:

1. To loss due to any fraudulent, dishonest or criminal act by the Named Insured, a partner therein, or an officer, director, employee or trustee thereof, while working or otherwise and whether acting alone or in collusion with others.

   For the purpose of this exclusion an act of vandalism or malicious damage by an employee shall not constitute a dishonest, fraudulent or criminal act.

2. To loss due to bookkeeping, accounting or billing errors or omissions.

3. To loss, the proof of which as to factual existence, is dependent upon an audit of records or an inventory computation; but this shall not preclude the use of such procedures in support if claim for loss which the Named Insured can prove through evidence wholly apart therefrom, is due solely to a risk of loss to records of accounts receivable not otherwise excluded hereunder.

4. To loss due to alteration, falsification, manipulation, concealment, destruction or disposal of records of accounts receivable committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities or other property, but only to the extent of such wrongful giving, taking, obtaining or withholding.

C. LOSS PAYMENT BASIS / VALUATION

When there is proof that a loss covered by this Policy has occurred but the Named Insured cannot accurately establish the total amount of accounts receivable outstanding as of the date of such loss, such amount shall be based on the Named Insured's monthly statements and shall be computed as follows:

a. Determine the amount of all outstanding accounts receivable at the end of the same fiscal month in the year immediately proceeding the year in which the loss occurs;

b. Calculate the percentage of increase or decrease in the average monthly total of accounts receivable for the twelve (12) months immediately preceding the month in which the loss occurs as compared with such average for the months of the preceding year;

c. The amount determined under (a) above, increased or decreased by the percentage calculated under (b) above, shall be the agreed total amount of accounts receivable as of the last day of the fiscal month in which said loss occurs;

d. The amount determined under (c) above shall be increased or decreased in conformity with the normal fluctuations in the amount of accounts receivable during the fiscal month involved, due consideration being given to the experience of the business since the last day of the last fiscal month for which statement has been rendered.

There shall be deducted from the total amount of accounts receivable, however established, the amount of such accounts evidenced by records not lost or damaged or otherwise established or collected by the Named Insured, and an amount to allow for probable bad debts which would normally have been uncollectible by the Named Insured. All unearned interest and service charges shall be deducted.

D. DEFINITIONS:

ACCOUNTS RECEIVABLE:

a. All sums due the Named Insured from customers provided the Named Insured is unable to effect collection thereof as the direct result of loss or damage to records of accounts receivable.

b. Interest charges on any loan to offset impaired collections pending repayment of such sums made uncollectible by such loss or damage.

c. Collection expense in excess of normal collection cost and made necessary because of such loss or damage.

d. Other expenses, when reasonably incurred by the Named Insured, in re-establishing records of accounts receivable following such loss or damage.

SECTION VIII

UNMANNED AIRCRAFT

A. COVERAGE

This Policy insures only **Unmanned Aircraft,** that are usual to your business that you own or are required to insure, to pay for any physical damage loss sustained while not **In Flight** or **In Motion** and which are not the result of fire or explosion following crash or collision while the **Unmanned Aircraft** was **In Flight** or **In Motion** that are:

(1) Listed on the schedule which is a part of this policy or which is on file with us;

(2) Unscheduled but for an amount not to exceed the limit shown on the Declarations

If any of the property covered by this Section is also covered under any other provisions of the Policy of which this Section is made a part, those provisions are hereby amended to exclude such property, the intent being that the coverage under this Section is the sole coverage on such property.

B. PERILS EXCLUDED

This Section insures against all risks of direct physical loss or damage occurring during the policy period to **Unmanned Aircraft** from any external cause except as provided below.

1. Loss or damage due to the **Unmanned Aircraft** being **In Flight** or **In Motion** including during propulsion system startup or any time the propulsion system is operating.

2. Loss or damage due to wear, tear, rust, corrosion, latent defect, mechanical breakage, freezing or improper assemblage.

3. Loss or damage due to the weight of the load imposed on the **Unmanned Aircraft** exceeding the capacity for which such **Unmanned Aircraft** was designed.

4. Loss or damage to tires except where such loss or damage is caused by fire, theft, windstorm or vandalism or is the direct result of physical damage covered by this policy.

5. Loss or damage to **Unmanned Aircraft** while being worked upon except for direct loss or damage caused by resulting fire or explosion.

6. Loss or damage to dynamos, exciters, lamps, switches, motors or other electrical appliances or devices, including wiring, caused by lightning or other electrical currents (artificial or natural) unless fire ensues and then for the loss by fire only.

7. Loss or damage due to conversion, embezzlement or secretion by any person or organization with legal right to possession of such **Unmanned Aircraft** under bailment, lease, conditional sale, purchase agreement, mortgage or other legal agreement that governs the use, sale or lease of the **Unmanned Aircraft**, nor for any loss or damage during or resulting therefrom.

8. Loss or damage due to dishonesty of Named Insured's employees or persons to whom the Named Insured's property is entrusted**.**

9. Loss or damage caused by or contributed to failure of the Named Insured to keep and maintain the property in a thorough state of repair.

10. Loss or damage caused by or resulting from:

    a. War, hostile or warlike action in time of peace or, including action in hindering, combating or defending against an actual, impending or expected attack,

        i. by any government or sovereign power (de jure or de facto) or by any authority maintaining using military, naval or air forces; or
        ii. any military, naval or air forces; or
        iii. by an agent of any such government, power, authority or forces;

    b. any weapon of war employing atomic fission or radioactive force whether in time of peace or war;

    c. insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;

11. Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) covered against in this endorsement; however, subject to the foregoing and all provisions of this Policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is covered against by this Policy.

C. PROPERTY EXCLUDED

1. **Unmanned Aircraft** that are located in underground mines, caverns or underground storage facilities.

2. **Unmanned Aircraft** while waterborne except while being transported on any regular ferry.

3. The storage risk of **Unmanned Aircraft** not owned or required to be insured by the Named Insured at premises controlled or leased by the Named Insured, except where incidental to the regular or frequent use of the equipment or property.

D. LOSS PAYMENT BASIS / VALUATION

On **Unmanned Aircraft**, on or off premises, where Replacement Cost (New) values are specified, loss or damage shall be based on 100% of the Replacement Cost (New) at the time of loss. Partial losses shall be based on the cost of repairing or replacing the damaged portion, up to the fair market value of the **Unmanned Aircraft**. However, should these costs exceed the fair market value then recovery shall be based upon the Replacement Cost (New).

If the values, provided by the Named Insured, provides a valuation based on replacement cost, then recovery will be on the same basis, if replaced. If not replaced, the basis of recovery shall be actual cash value.

E. SPECIAL CONDITIONS

This section covers property only within the limits of the United States of America.

It is a condition of this Policy that all articles covered hereunder are in sound condition at the time of attachment of this Policy.

F. DEFINITIONS

1. UNMANNED AIRCRAFT

Means a powered aerial vehicle that does not carry a human operator, uses aerodynamic forces to provide vehicle lift, can fly autonomously or be piloted remotely, is recoverable and in some cases can carry a non-lethal payload including the propulsion system and equipment usually installed in the vehicle (1) while installed in the vehicle, (2) while temporarily removed from the vehicle and (3) while removed from the aircraft for replacement until such time as replacement by a similar item has commenced; also tools and equipment which are specially designed for the aircraft and which are ordinarily carried therein.

2. IN FLIGHT

Means, with respect to fixed wing **Unmanned Aircraft,** the time commencing with the actual take-off run or launch and continuing thereafter until it has completed its landing run; or capture; and if the **Unmanned Aircraft** is a rotorcraft, from the time the rotors start to revolve under power for the purpose of flight until they subsequently cease to revolve after landing; and if the **Unmanned Aircraft** is a balloon, while it is inflated or being inflated or deflated.

3. IN MOTION

Means while the **Unmanned Aircraft** is moving under its own power or the momentum generated therefrom or while it is **In Flight** and, if the **Unmanned Aircraft** is a rotorcraft, any time the rotors are rotating or while it is **In Flight** and, if the **Unmanned Aircraft** is a glider or balloon, any time it is being transported, towed or while it is **In Flight.**

SECTION IX

BOILER AND MACHINERY BREAKDOWN EXTENSION

1. PERILS INSURED

In consideration of the premium paid and subject to the terms, General Conditions and General Exclusions of the policy to which this Extension is attached, and to the following terms and conditions, this Insurance is extended to cover direct damage to Covered Property caused by a Covered Cause of Loss.

2. ADDITIONAL COVERAGE

(a) Hazardous Substance:

The additional expense incurred for cleanup, repair or replacement or disposal of damaged, contaminated or polluted property as a result of an Accident, which causes property to become damaged, contaminated or polluted by a substance declared hazardous to health by an authorized governmental agency. The coverage provided by this clause is sub-limited to USD as per Declaration Page. For the purpose of this coverage "Additional expense" means any expense that would not have incurred, if no substance hazardous to health had been involved in the accident

(b) Ammonia Contamination:

The loss, including salvage expense, incurred with respect to damage by ammonia contacting or permeating property under refrigeration or in process requiring refrigeration, as a result of any one Accident to one or more Objects. The coverage provided by this clause is sub-limited to USD as per Declaration Page.

(c) Water Damage:

The loss, including salvage expense, with respect to property damaged by water, resulting from any one Accident. The coverage provided by this clause is sub-limited to USD as per Declaration Page.

(d) Media Coverage:

The loss to all forms of electronic, magnetic and optical tapes and discs used in any electronic computer or electronic data processing equipment directly damaged by an Accident to an Object. The coverage provided by this clause is sub-limited to USD as per Declaration Page. For the purpose of this coverage, the valuation basis for "Media" is as follows:

i. For "Media" that are mass-produced and commercially available, at the replacement cost.
ii. For all other "Media," at the cost of blank material for reproducing the records.

(e) "Consequential Damage"

The "Consequential Damage" to refrigerated and frozen goods of the Named Insured or for which the Named Insured is legally liable or under the Named Insured's care, custody or control caused solely by an Accident to an Object. For the purpose of this coverage, "Consequential Damage" is defined as loss due to spoilage from lack of power, light, heat, steam or refrigeration, resulting from Accident. The coverage provided by this clause is sub-limited to USD as per Declaration Page.

(f) Utility Interruption

The loss caused by an Accident to an Object that is owned, operated or controlled by a public or private entity that the Named Insured has contracted with to furnish them with electrical utility service including all direct electrical suppliers. The coverage provided by this clause is sub-limited to USD as per Declaration Page.

(g) CFC Refrigerants and Halon

The replacement of any CFC (chlorofluorocarbon) refrigerant used in refrigeration or air conditioning equipment or Halon used in a fire suppression system due to an "Accident" to an Object.

(h) Ordinance or Law

If an Accident to an Object at the Named Insured's location damages a building that is "Covered Property," the Company will pay for

i. Loss to the Undamaged Portion of the Building, meaning loss to the undamaged portion of the building caused by enforcement of any ordinance or law that:

   a. Requires the demolition of parts of the same building not damaged by the Accident to an Object; or
   b. Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the location of the building.

ii. Demolition Cost meaning the cost to demolish and clear the site of undamaged parts of the building, caused by the enforcement of building, zoning, or land ordinance or use.

iii. Increased Cost of Construction, meaning the increased cost to:

   a. Repair or reconstruct damaged portions of the building; and
   b. Reconstruct or remodel undamaged portions of the building whether or not demolition is required;

   when the increased cost is a consequence of enforcement of building, zoning or land use ordinance or law. But the Company will only pay for this increased cost if the building is repaired, reconstructed or remodeled. Also, if the building is repaired, reconstructed or remodeled, it must be intended for similar occupancy as the current building, unless such occupancy is not permitted by zoning or land use ordinance or law.

Insurance under this section only applies with respect to ordinance or law that is in force at the time of the Accident to an Object. Insurance under this section does not apply to:

a. Costs associated with the enforcement of any ordinance or law which requires any Named 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 substances declared to be hazardous to health by a governmental agency; or

b. Loss due to any ordinance or law that:

   i. The Named Insured was required to comply with before the Accident to an Object even if the building was undamaged; and
   ii. The Named Insured failed to comply with.

The coverage provided by this clause is sub-limited to USD as per Declaration Page.

3. DEFINITION OF ACCIDENT

Accident shall mean a sudden and accidental breakdown of the Object, or a part thereof, which manifests itself at the time of it occurrence by physical damage to the Object that necessitates repair or replacement of the Object or part thereof; but Accident shall not mean:

a. depletion, deterioration, corrosion , or erosion of material;
b. wear and tear;
c. leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
d. the breakdown of any vacuum tube, gas tube or brush;
e. the breakdown of any structure or foundation supporting the Object or any part thereof;
f. the functioning of any safety device or protective device.

4. DEFINITION OF OBJECT

Except as otherwise specifically designated herein, Object as described below shall mean any equipment or apparatus which is owned by, leased by or operated under the control of the Named Insured subject to the Exclusions and Special Provisions specified herein:

a. Any boiler, any fired vessel, any unfired vessel subject to vacuum or internal pressure other than static pressure of contents, any refrigerating and air conditioning vessels, or any piping and its accessory equipment, but such Object shall not include:

   1. Any boiler setting, any insulating or refractory material,

   2. Any sewer piping, any underground gas piping, any piping forming a part of a sprinkler system or any water piping other than

      (a) Feed water piping between any boiler and its feed pumps or injectors
      (b) Boiler condensate returning piping

b. Any mechanical or electrical machine or electrical apparatus used for the generation, transmission or utilization of mechanical or electrical power, but Object shall not include

1. Any structure or foundation other than a bedplate of a machine,

2. Any vehicle, elevator, crane, hoist, power shovel or drag line, but not excluding any electrical equipment used with said machine or apparatus,

3. Any refractory material, or

4. Any penstock or draft tube.

5. COVERED CAUSE OF LOSS

A Covered Cause of Loss is an Accident to an Object insured hereon. An Object must be in use or connected ready for use at the time of the Accident.

6. COVERED PROPERTY

Covered Property, as used in this Extension, means any property that:

a. The Named Insured owns; or
b. Is in the Named Insured's' care, custody or control and for which they are legally liable

7. SPECIAL PROVISIONS

a. As respects any boiler, fired or unfired vessel, refrigerating system or piping, the Company shall not be liable for loss from an Accident while said Object is undergoing a hydrostatic, pneumatic or gas pressure test that exceeds manufacturers recommended limits.

b. As respects any boiler of fired vessel, the Company shall not be liable for loss from an explosion of gas or unconsumed fuel within the furnace of such Object or within the passages from the furnace to the atmosphere, whether or not such explosion (a) is contributed to or aggravated by an Accident to any part of said Object that contains steam or water, or (b) is caused in whole or in part, directly or indirectly, by any Accident to any Object, or part thereof, nor shall the Company be liable for any loss from an Accident caused directly or indirectly by such explosion.

c. As respects any unfired vessel which is used for the storage of gas or liquid and which is periodically filled, moved, emptied and refilled in the course of its normal service, such vessel shall be considered as "connected ready for use" within the terms of this Extension of the Policy.

d. As respects any Object or part of an Object that is being dismantled, reassembled or is in storage, will be considered as "connected ready for use" within the terms of this Extension of the Policy.

e. As respects any gas turbine of the internal combustion type, (a) the combustor or such Object shall not be considered to be a "furnace" as the word is used in the Definition of Accident or in Special Provision 2 above and (b) the Definition of Accident shall not mean the cracking of any part of the Turbine exposed to the production of combustion.

f. As respects new turbine generator units, coverage shall not apply until the unit has been contractually accepted by the Named Insured, that all tests required by the

contractor have been performed and satisfied and the unit has been placed in commercial operation.

8. VALUATION

a. The Company will pay the Named Insured the amount the Named Insured spends to repair or replace the property directly damaged by an Accident. The Company payment will be the smallest of:

1) The Limit of Insurance;

2) The cost at the time of the Accident to repair the damaged property with property of like kind, capacity, size and quality;

3) The cost at the time of the Accident to replace the damaged property on the same site with other property:

a) Of like kind, capacity, size and quality; and
b) Used for the same purpose

4) The amount the Named Insured actually spends that is necessary to repair or replace the damaged property.

b. As respects any Object if the cost of repairing or replacing only a part of the Object is greater than:

1) the cost of repairing the Object; or
2) the cost of replacing the entire Object on the same site;

The Company will pay only the smaller of (1) or (2). The repair parts or replacement Object must be:

1) of like kind, capacity, size and quality; and
2) used for the same purpose.

c. The Company will not pay:

1) if the loss or damage is to property that is obsolete or useless to the Named Insured; or
2) for any extra cost if the Named Insured decides to repair or replace the damaged property with property of a better kind or quality or of larger capacity,

d. If the Named Insured does not repair or replace the damaged property within 18 months after the date of the Accident then the Company will pay on the smaller of the:

1) cost it would have taken to repair; or
2) actual cash value;

at the time of the "accident."

Paragraph (d) does not apply to any time period beyond the 18 months that the Company agrees to in writing.

e. As respects CFC (chlorofluorocarbon) refrigerant or Halon, the following valuation basis is applicable:

1) If the CFC refrigerant or Halon is replaceable, the Named Insured may, at their option, elect to:

a) Repair or replace the damaged refrigeration equipment, air conditioning equipment or fire suppression system and replace the lost CFC refrigerant or Halon subject to it being of like kind, capacity, size and quality and used for the same purpose; or

b) Change the refrigeration equipment, air conditioning equipment or fire suppression system, through modification or replacement, to:

i. Refrigeration or air conditioning equipment that uses an approved non-CFC refrigerant; or
ii. A fire suppression system that uses an approved non – Halon agent.

But this option is available only if the change to the equipment or system is made within 18 months after the date of the Accident or within any extended time period that the Company agrees to in writing.

If Option 1) b) above is elected, the Company will not pay more than the least of the following amounts:

a) The Limit of Insurance;

b) The cost at the time of the Accident to repair the damaged refrigeration equipment, air conditioning equipment or fire suppression system, retrofit the equipment or system to accept non – CFC refrigerant or non – Halon fire suppressant, and charge the equipment or system with that refrigerant or fire suppressant;

c) The cost at the time of the Accident to replace the damaged refrigeration equipment, air conditioning equipment or fire suppression system with equipment or a system that is functionally equivalent and uses an approved non – CFC refrigerant or non – Halon fire suppressant;

d) The amount that the Named Insured actually spend that is necessary to change the refrigeration equipment, air conditioning equipment or fire suppression system, through modification or replacement, to equipment or a system that uses an approved non – CFC refrigerant or non – Halon fire suppressant; or

e) One hundred twenty-five percent (125%) of the amount the Company otherwise would have paid for loss to the refrigeration equipment, air conditioning equipment or fire suppression system.

f. If the CFC refrigerant or Halon is not replaceable and:

(1) The Named Insured repairs or replaces the damaged equipment within 18 months after the date of the Accident or within any extended time that the Company agrees to in writing, the Company will pay the least of the following amounts:

(a) The Limit of Insurance;

(b) The cost at the time of the Accident to repair the damaged refrigeration equipment, air conditioning equipment or fire suppression system,

retrofit the equipment or system to accept non – CFC refrigerant or non – Halon fire suppressant, and charge the equipment or system with that refrigerant or fire suppressant;

(c) The cost at the time of the Accident to replace the damaged refrigeration equipment, air conditioning equipment or fire suppression system with equipment or a system that is functionally equivalent and uses an approved non – CFC refrigerant or non – Halon fire suppressant;

(d) The amount that the Named Insured actually spend that is necessary to change the refrigeration equipment, air conditioning equipment or fire suppression system, through modification or replacement, to equipment or a system that uses an approved non – CFC refrigerant or non – Halon fire suppressant.

(2) If the Named Insured does not replace the damaged equipment within 18 months after the date of the Accident or within the extended time period that the Company agrees to in writing, the Company will not pay more than the lesser of:

(a) The amount that the Company would have paid if repair or replacement of the damaged equipment had been made as determined in F 1 above; or

(b) The actual cash value of the damaged equipment at the time of the Accident.

g. As respects Insurance under Ordinance and Law, the most the Company will pay as a result of any one Accident for:

a) Loss to the Undamaged portion of the building is included in the Limit of Insurance that otherwise applies to the damaged building. But in no event will the amount the Company pay for loss to the building, including the loss in value of the undamaged portion of the building due to enforcement of an ordinance or law to which this coverage applies, exceed:

i. The amount that the Named Insured actually spend to repair, rebuild or replace the building, but not more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or

ii. The actual cash value of the building at the time of loss if the building is not repaired or replaced.

b) Demolition and Increased Cost of Construction is USD as per Declaration Page, subject to the following:

i. With respect to the coverage provided for Demolition Cost, the Company will not pay more than the amount the Named Insured actually spend to demolish and clear the site of the undamaged parts of the building;

ii. With respect to the coverage provided for Increased Cost of Construction:

(a) We will not pay for the Increased Cost of Construction:

Until the building is actually repaired or replaced at the same or another premises; and

Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed 18 months. We may extend this period in writing during the 18 months.

(b) If the building is repaired or replaced at the same location, or if the Named Insured elect to rebuild at another location, the most the Company will pay for the increased cost of construction is the increased cost of construction at the same location.

(c) If the ordinance or law requires relocation to another location, the most the Company will pay for the increased cost of construction is the increased cost of construction at the new location.

h. If a claim or "suit" is brought against the Named Insured alleging that the Named Insured is liable for damage to property of another that was caused by an Accident to an Object, the Company will either:

1. Settle the claim or "suit", or
2. Defend the Named Insured against the "suit" but reserve the right for themselves to settle at any point.

9. EXCLUSIONS

a. To loss:

1) From explosion of an Object other than:

a) Any steam boiler, steam piping, steam turbine, gas turbine, steam engine, or
b) Any machine when such loss is caused by centrifugal force or mechanical breakdown,

b. Nuclear reaction or radiation or radioactive contamination however caused, however this exclusion shall not apply to nuclear medicine at covered hospitals,

c. From fire concomitant with or following an Accident.

d. From an Accident caused directly or indirectly by fire

e. From a combustion explosion outside the Object concomitant with or following an Accident,

f. From an Accident caused directly or indirectly by a combustion explosion outside an Object,

10. CONDITIONS

a. Inspection

The Company shall be permitted but not obligated to inspect the Named Insured's property and operations at any reasonable time. Neither the right to make inspections nor the making thereof nor any advice or report resulting therefrom shall constitute an undertaking, on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

b. Suspension

Upon the discovery of a dangerous condition with respect to any Object, Alliant Insurance Services, Inc., may immediately suspend the insurance, with respect to an Accident to said Object, by written notice mailed or delivered to the Named Insured at the address of the Named Insured stated in the Declaration Page, or at the location of the Object, as stated for it in a schedule or endorsement. The insurance so suspended may be reinstated by the Company but only by an endorsement issued to form a part of this Policy. The Named Insured shall be allowed the unearned portion of the premium paid for such suspended insurance, pro rata for the period of suspension.

c. Notice of Accident and Adjustments

When an Accident occurs, written notice shall be given to the Company as soon as practicable. The Company shall be given like notice of any claim made on account of such Accident. The Company or their representative shall have reasonable time and opportunity to examine the property, and the Named Insured's Location of Risk, before repairs are undertaken or physical evidence of the Accident is removed, except for protection or salvage. Proof of loss shall be made in such form as the Company may require. If suit is brought against the Named Insured for loss to which this Section of the Policy is applicable, any summons or other process served upon the Named Insured shall be forwarded immediately to the Company.

d. Deductible

In the event of an Accident to an Object as insured under this Extension that is concomitant with or followed by physical loss or damage incurred under the All Risks policy that this Extension attaches to, the deductible to be applied to the total loss shall be the applicable Boiler & Machinery deductible.

SECTION X

ENDORSEMENTS

1. VACANT OR UNOCCUPIED LOCATIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

All Coverage Parts

Permission is given for a scheduled location to be vacant or unoccupied for a period of sixty (60) consecutive days from the date of its acquisition or the inception date of this policy, which ever date is later. Thereafter, coverage will apply subject to the following conditions and limitations:

A. The Named Insured must provide written notification to the Company of any and all vacant or unoccupied location(s) and properly designate the vacant/unoccupied status of each on the Statement of Values on file with the Company, prior to any loss or damage; and

B. The Named Insured must maintain all utilities and the same degree of fire protection, and watch and alarm service; and

If conditions A and B above are met, the liability of the Company for covered loss, damage or expense shall be limited to the lesser of the actual replacement cost, the actual cash value if the property is not replaced, or the individually stated value for the scheduled location which sustained the loss as shown in Statement of Value on file with the Company prior to the loss, but in no event shall the liability of the Company exceed USD2,000,000 in any one occurrence. Any exception to this USD2,000,000 limitation on recovery must be agreed to by the Company, in writing and by endorsement, prior to any loss or damage.

If conditions A and B above are not met, the Company will:

1. Not pay for loss, damage or expense caused by or resulting from: vandalism, sprinkler leakage, breakage of building glass, freezing, water damage, theft, attempted theft, any loss covered under any extension of coverage, all regardless of the cause of loss, and

2. Value all loss, damage or expense caused by a covered peril, not otherwise excluded above, at actual cash value or the actual repair/replacement cost, not to exceed USD500,000 in any one occurrence.

Any loss, damage or expense which occurs at an unscheduled location that is vacant or unoccupied at the time of loss, whether unnamed or newly acquired, will be valued at the lesser of the actual cash value, the actual replacement cost or the purchase price of the location, but in no event shall the liability of the Company exceed USD500,000 in any one occurrence. The purchase price value as discussed herein will only be considered in the case of newly acquired properties. Any exception to this limitation on recovery must be agreed to by the company, in writing and by endorsement, prior to any loss or damage.

As used in this Vacancy or Unoccupied Location Endorsement, a building is “vacant” or “unoccupied” when:

a. 70% or more of its total square footage is “vacant” or “unoccupied”; or

b. When it does not contain enough business personal property to conduct customary operations, or, it does not contain enough business personal property pertaining to activities customary to the occupancy of the building.

There is no coverage afforded under the Errors and Omissions provision of this policy for loss, damage or expense at “vacant” or “unoccupied” properties as defined above.

ENDORSEMENT 2

CANCELLATION CLAUSE AMENDMENT
DUE TO FINANCIAL STRENGTH DOWNGRADE ENDORSEMENT

It is hereby understood and agreed that Section IV, General Conditions, Clause N, Cancellation of this policy is amended.

This endorsement modifies insurance provided by the policy:

The Cancellation Provision, Cancellation Condition, or Cancellation Clause, whichever is applicable, is amended by adding the following paragraph to the end thereof:

Notwithstanding any other terms or conditions of this policy to the contrary, in the event that the financial strength rating of the **Company** is downgraded to: (1) below A- by A.M. Best Co., or (2) below BBB by Standard & Poor's Ratings Services (hereinafter, the **Credit Rating Downgrade**), this policy may be canceled by the **FIRST NAMED INSURED** by mailing prior written notice to the Company or by surrender of this policy to the **Company**.

If this policy is canceled by the **First Named Insured** due to such **Credit Rating Downgrade**, then the **Company** shall return the unearned pro rata proportion of the premium as of the effective date of cancellation and shall waive any minimum earned premium requirement specified herein.

The following definitions apply to this endorsement:

1. **Company** means any Insurer participating on this Policy.

2. **First Named Insured** means the first Named Insured as shown on the Declarations page of this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

ENDORSEMENT 3

ECONOMIC SANCTIONS ENDORSEMENT

This endorsement modifies insurance provided by this Policy.

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

All other terms and conditions of the policy remain the same.

PR4225 (07/13)

ENDORSEMENT 4

WAR AND TERRORISM EXCLUSION ENDORSEMENT
(applies to locations outside the USA, its territories and possessions)

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

(1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

(2) any act of terrorism.

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

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.
In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

NMA2918
08/10/2001

This Endorsement Changes The Policy. Please Read It Carefully.

SERVICE OF SUIT (CALIFORNIA)

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

It is agreed that in the event of the failure of this Company to pay any amount claimed to be due hereunder, this Company, at the request of the Insured, will submit to the jurisdiction of any Court of Competent Jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court or seek a transfer of a case to another Court as permitted by the laws of the United States or of any state in the United States, moreover, this endorsement is not an agreement that the law of a particular jurisdiction applies to any dispute under the policy. It is further agreed that service of process in such suit may be made upon the highest one in authority bearing the title "Commissioner", "Director" or "Superintendent" of Insurance of the state or commonwealth wherein the property covered by this policy is located, and that in any suit instituted against it upon this contract this Company will abide by the final decision of such Court or any Appellate Court in the event of an appeal. The one in authority bearing the title "Commissioner", "Director" or "Superintendent" of Insurance of the state or commonwealth wherein the property covered by this policy is located is hereby authorized and directed to accept service of process on behalf of this Company in any such suit and/or upon the Insured's request to give a written undertaking to the Insured that they will enter a general appearance upon this Company's behalf in the event such a suit shall be instituted.

As respects locations in the State of California, notwithstanding anything to the contrary contained in the printed form of this policy, it is agreed and understood that service of suit may be made upon the following:

Corporation Service Company

2710 Gateway Oaks Drive, Suite 150N

Sacramento, California 95833-3505

All other terms and conditions of the policy remain unchanged.

This Endorsement Changes The Policy. Please Read It Carefully.

CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL

The following conditions are added and supersede any provisions to the contrary:

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured at the mailing address shown in the policy and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation if we cancel for:

(1) Nonpayment of premium; or

(2) Discovery of fraud by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

(1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.

(2) Discovery of fraud or material misrepresentation by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

(3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

(4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.

(5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.

(6) A determination by the Commissioner of Insurance that the:

(a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or

(b) Continuation of the policy coverage would:

(i) Place us in violation of California law or the laws of the state where we are domiciled; or

(ii) Threaten our solvency.

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(7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.

b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud ;or

(2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph **3.a.**

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

7. Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under the Commercial Property Coverage Part:

a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in **b.** and **c.** below.

b. We may not cancel this policy solely because the first Named Insured has:

(1) Accepted an offer of earthquake coverage; or

(2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This Restriction **(c.)** applies only if coverage is subject to the Commercial Property Coverage Part – Causes of Loss – Special Form, which exclude loss or damage caused by or resulting from corrosive soil conditions.

B. NONRENEWAL

1. Subject to the provisions of Paragraphs **B.2.** and **B.3.** below, if we elect not to renew this policy, we will mail or deliver written notice stating the reason for nonrenewal to the first Named Insured shown in the Declarations and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under the Commercial Property Coverage Part:

a. We may elect not to renew such coverage for any reason, except as provided in **b., c.** and **d.** below:

b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

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However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

(1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

(2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

(3) We have:

(a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or

(b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority that included an earthquake policy premium surcharge.

d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This Restriction **(d.)** applies only if coverage is subject to the Commercial Property Coverage Part – Causes of Loss – Special Form, which exclude loss or damage caused by or resulting from corrosive soil conditions.

3. We are not required to send notice of nonrenewal in the following situations:

a. If the transfer or renewal of a policy, without any changes in terms, conditions, or rates, is between us and a member of our insurance group.

b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph **B.1.**

c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.

d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.

e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.

f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph **B.1.,** to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

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This Endorsement Changes The Policy. Please Read It Carefully.

MINIMUM EARNED PREMIUM CLAUSE - PERCENTAGE

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

In the event of cancellation of this policy or reduction of coverage by the Insured, a minimum premium of 25 % of the original policy premium shall become earned; any conditions of the policy to the contrary notwithstanding.

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

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

This Endorsement Changes The Policy. Please Read It Carefully.

EXCLUSION AND LIMITED ADDITIONAL COVERAGE FOR FUNGUS

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

A. The following Exclusion is added:

EXCLUSION – "Fungus", Wet Rot, Dry Rot And Bacteria

We will not pay for loss or damage caused directly or indirectly by the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. But if "fungus", wet or dry rot or bacteria results in a "specified covered cause of loss", we will pay for the loss or damage caused by that "specified covered cause of loss".

This exclusion does not apply:

1. When "fungus", wet or dry rot or bacteria results from fire or lightning; or

2. To the extent that coverage is provided in the Additional Coverage - Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria with respect to loss or damage by a cause of loss other than fire or lightning.

B. The following Additional Coverage is added:

ADDITIONAL COVERAGE - Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria

1. This limited coverage applies only when the "fungus", wet or dry rot or bacteria is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence, and only if any loss resulting from the following is reported to us within 60 days of the occurrence.

a. A "specified covered cause of loss" other than fire or lightning; or

b. Flood, if the Flood Coverage Endorsement applies to the affected premises.

2. Under conditions described in item **B.1.** above, we will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:

a. Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;

b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and

c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.

3. The coverage provided under this Limited Coverage is limited to $15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of $15,000 even if the "fungus", wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period.

4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

Policy No.: LHD424641 Effective: 7/1/2019

If there is covered loss or damage to Covered Property, not caused by "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

C. The following Definition is added:

1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

2. "Specified covered cause of loss" means the following: Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.

a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:

(1) The cost of filling sinkholes; or

(2) Sinking or collapse of land into man-made underground cavities.

b. Falling objects does not include loss or damage to:

(1) Personal property in the open; or

(2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object**.**

c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam.

This Endorsement Changes The Policy. Please Read It Carefully.

EXCLUSION OF PATHOGENIC OR POISONOUS BIOLOGICAL OR CHEMICAL MATERIALS

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

The following exclusion is added:

We will not pay for loss or damage caused directly or indirectly by the discharge, dispersal, seepage, migration, release, escape or application of any pathogenic or poisonous biological or chemical materials. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

However, if both A. and B. below apply, we will pay up to a maximum of $10,000 for any and all claims for such loss or damage arising out of events occurring within the term of this policy:

A. The pathogenic or poisonous biological or chemical materials are normally kept at or brought onto your premises, with your consent, for use in your business operations at your premises; and

B. The discharge, dispersal, seepage, migration, release, escape or application of the pathogenic or poisonous biological or chemical materials is accidental and is not the result of a willful or malicious act against any persons, organizations, or property of any nature.

This Endorsement Changes The Policy. Please Read It Carefully.

EXCLUSION OF TERRORISM (EXCEPTION COVERING CERTAIN FIRE LOSSES)

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

A. Definitions

1. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in that Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

a. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is 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.

2. "Other act of terrorism" means any activity against persons, organizations or property of any nature:

a. That involves the following or preparation for the following:

(1) Use or threat of force or violence; or

(2) Commission or threat of a dangerous act; or

(3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

(1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

(2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology; and

c. When the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act.

B. Exclusion of Certified Acts of Terrorism and the following Other Acts of Terrorism

We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism" or an "other act of terrorism":

1. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

2. With respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:

a. The act involves the use, release or escape of nuclear materials, or that directly or indirectly results in nuclear reaction or radiation or radioactive contamination;

b. The act is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials;

c. The act involves the release of pathogenic or poisonous biological or chemical materials, and it appears that one purpose of the terrorism was to release such materials; or

d. The total of insured damage to all types of property in the United States, its territories and possessions, Puerto Rico, and Canada exceeds $25,000,000. In determining whether the $25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "other act of terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions. Multiple incidents of an "other act of terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold is exceeded.

With respect to this Item **B.2.d.**, the immediately preceding paragraph describes the threshold used to measure the magnitude of an "other act of terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an "other act of terrorism", there is no coverage under this Coverage Part or Policy.

C. Exception Covering Certain Fire Losses

If a "certified act of terrorism" or an "other act of terrorism" results in Fire, we will pay for the loss or damage caused by that Fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for Fire applies only to direct loss or damage by Fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense Coverage Forms or endorsements that apply to those coverage forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

With respect to Fire resulting from any one or more "certified acts of terrorism" under the federal Terrorism Risk Insurance Act, we will not pay any amounts for which we are not responsible under the terms of that Act (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

D. Application Of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as, but not limited to, losses excluded by any Nuclear Hazard or War And Military Action Exclusions.

This Endorsement Changes The Policy. Please Read It Carefully.

CYBER, ELECTRONIC DATA AND SYSTEMS EXCLUSION

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

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

Exclusion

This Policy does not insure any loss, damage, destruction, distortion, erasure, corruption or alteration of **ELECTRONIC DATA** from any cause whatsoever (including but not limited to **COMPUTER VIRUS**) or any loss of access, any loss of use, reduction in functionality, cost, expense of any kind or of any nature whatsoever resulting therefrom. Further, this Policy does not insure any loss or damage that directly or indirectly results from loss, damage, destruction, distortion, erasure, corruption or alteration of **ELECTRONIC DATA** from any cause whatsoever (including but not limited to **COMPUTER VIRUS**).

Such loss or damage as described herein is excluded regardless of any other cause or event contributing concurrently or in any other sequence to the loss or damage.

This exclusion applies regardless of whether the loss or damage arises out of or results from authorized, unauthorized, intentional, unintentional or accidental access in, of, or to any computer, communication system, file server, network(s), networking equipment, computer system, computer hardware, computer software, data processing equipment, computer memory, microchip, microprocessor, integrated circuit or similar device.

ELECTRONIC DATA means facts, concepts and information recorded, transmitted or converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment. **ELECTRONIC DATA** also includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorized instructions or code including, but not limited to any set of maliciously, intentionally, unintentionally or accidentally introduced instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature located anywhere in the world. **COMPUTER VIRUS** includes, but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

However, in the event that a peril insured by this Policy results from any of the matters described herein, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage to insured property that was directly caused by such peril insured by this Policy and occurring within the Policy Period.

This Endorsement Changes The Policy. Please Read It Carefully.

EXCLUSION – MARIJUANA

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

A. The following Exclusion is added:

1. We will not pay for loss or damage to “marijuana” or any property related to the design, manufacture, distribution, sale, serving, furnishing, use or possession of “marijuana”.

2. We will not pay for that part of Business Income loss or Extra Expense incurred due to a "suspension" of your "operations" which involve the design, manufacture, distribution, sale, serving, furnishing, use or possession of "marijuana".

B. Paragraph **A.** above does not apply to any "marijuana" that is not designed, manufactured, distributed, sold, served or furnished for bodily ingestion, inhalation, absorption or consumption.

C. The following definition is added to the **Definitions** section:

"Marijuana" means:

Any good or product that consists of or contains any amount of Tetrahydrocannabinol (THC) or any other cannabinoid, regardless of whether any such THC or cannabinoid is natural or synthetic.

Which includes, but is not limited to, any of the following containing such THC or cannabinoid:

1. Any plant of the genus Cannabis L., or any part thereof, such as seeds, stems, flowers, stalks and roots; or

2. Any compound, byproduct, extract, derivative, mixture or combination, such as, but not limited to:

a. Resin, oil or wax;

b. Hash or hemp; or

c. Infused liquid or edible marijuana;

whether derived from any plant or part of any plant set forth in Paragraph **C.1.** above or not.

COMMON POLICY CONDITIONS

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

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

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

C. Examination Of Your Books And Records

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

D. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

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

F. Transfer Of Your Rights And Duties Under This Policy

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

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

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Commercial Insurance Protection

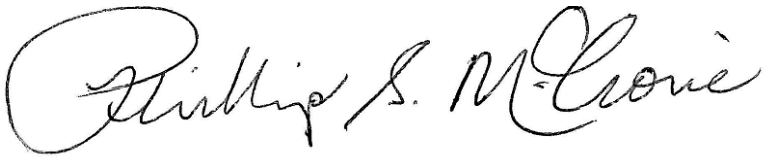
CLAIM NOTICE

Mail notices to: **RSUI Group, Inc.**
945 East Paces Ferry Rd.
Suite 1800
Atlanta, GA 30326-1160

Fax notices to: **(404) 231-3755**
Attn: Claims Department

E-mail notices to: **reportclaims@rsui.com**

Your policy has been signed on our behalf by our President and by our Secretary. However, your policy will not be binding on us unless it is also countersigned by one of our duly authorized agents.



President

RSUI Indemnity Company
Landmark American Insurance Company
Covington Specialty Insurance Company

Secretary

RSUI Indemnity Company
Landmark American Insurance Company
Covington Specialty Insurance Company

Exhibit A-3

Commercial Insurance Protection

CLAIM NOTICE

Mail notices to: **RSUI Group, Inc.**
945 East Paces Ferry Rd.
Suite 1800
Atlanta, GA 30326-1160

Fax notices to: **(404) 231-3755**
Attn: Claims Department

E-mail notices to: **reportclaims@rsui.com**

COMMON POLICY DECLARATIONS

COMPANY NAME: Landmark American Insurance Company

BRANCH ADDRESS: 945 East Paces Ferry Road, Suite 1800, Atlanta, GA 30326-1160

POLICY NO.: LHD424643 **RENEWAL OF:** LHD423705

NAMED INSURED AND MAILING ADDRESS:

Tribal First DEC 31
(Name Incomplete - refer to Manuscript Form)
P O Box 609015
San Diego, CA 92160

PRODUCER:

POLICY PERIOD: From 7/1/2019 To 7/1/2020 12:01 A.M. Standard Time at your Mailing Address above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

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

COVERAGE PARTS	PREMIUM		COMM.
Commercial Property	$	125,000.00	DO NOT WRITE IN THIS AREA
	$		
	$		
STATE ASSESSMENTS & FEES			
	$		
	$		
	$		
	$		
	$		
	$		
	$		
	$		
	$		
	$		
	$		
	$		
	$		
	$		
TOTAL	$	125,000.00	

FORMS APPLICABLE TO ALL COVERAGE PARTS:

SEE SCHEDULE OF POLICY ATTACHMENTS AND FORMS, RSG 94106 1009

BUSINESS DESCRIPTION: Indian Tribal Properties

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE FORMS(S) AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE CONTRACT OF INSURANCE.

Countersigned: October 28, 2019 By: _____
Date IPS Authorized Representative

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A member of Alleghany Insurance Holdings LLC

Policy Number: LHD424643

Insurer: Landmark American Insurance Company

Named Insured: Tribal First DEC 31

NOTICE - REJECTION OF TERRORISM COVERAGE

Coverage has been “rejected” by the Insured for all acts of terrorism including but not limited to “certified acts of terrorism” under the federal Terrorism Risk Insurance Act.

IMPORTANT NOTICE

CALIFORNIA SURPLUS LINES DISCLOSURE NOTICE

1. **THE INSURANCE POLICY THAT YOU HAVE PURCHASED IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED "NONADMITTED" OR "SURPLUS LINE" INSURERS.**
2. **THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT THAT APPLY TO CALIFORNIA LICENSED INSURERS.**
3. **THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.**
4. **THE INSURER SHOULD BE LICENSED EITHER AS A FOREIGN INSURER IN ANOTHER STATE IN THE UNITED STATES OR AS A NON-UNITED STATES (ALIEN) INSURER. YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR "SURPLUS LINE" BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT THE FOLLOWING TOLL-FREE TELEPHONE NUMBER: 1-800-927-4357 OR INTERNET WEB SITE WWW.INSURANCE.CA.GOV. ASK WHETHER OR NOT THE INSURER IS LICENSED AS A FOREIGN OR NON-UNITED STATES (ALIEN) INSURER AND FOR ADDITIONAL INFORMATION ABOUT THE INSURER. YOU MAY ALSO CONTACT THE NAIC'S INTERNET WEB SITE AT WWW.NAIC.ORG.**
5. **FOREIGN INSURERS SHOULD BE LICENSED BY A STATE IN THE UNITED STATES AND YOU MAY CONTACT THAT STATE'S DEPARTMENT OF INSURANCE TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.**
6. **FOR NON-UNITED STATES (ALIEN) INSURERS, THE INSURER SHOULD BE LICENSED BY A COUNTRY OUTSIDE OF THE UNITED STATES AND SHOULD BE ON THE NAIC'S INTERNATIONAL INSURERS DEPARTMENT (IID) LISTING OF APPROVED NONADMITTED NON-UNITED STATES INSURERS. ASK YOUR AGENT,**

BROKER, OR "SURPLUS LINE" BROKER TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.

7. **CALIFORNIA MAINTAINS A LIST OF APPROVED SURPLUS LINE INSURERS. ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE INTERNET WEB SITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE: WWW.INSURANCE.CA.GOV.**
8. **IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE BOUND IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS GOING TO LAPSE WITHIN TWO BUSINESS DAYS OR BECAUSE YOU WERE REQUIRED TO HAVE COVERAGE WITHIN TWO BUSINESS DAYS, AND YOU DID NOT RECEIVE THIS DISCLOSURE FORM AND A REQUEST FOR YOUR SIGNATURE UNTIL AFTER COVERAGE BECAME EFFECTIVE, YOU HAVE THE RIGHT TO CANCEL THIS POLICY WITHIN FIVE DAYS OF RECEIVING THIS DISCLOSURE. IF YOU CANCEL COVERAGE, THE PREMIUM WILL BE PRORATED AND ANY BROKER'S FEE CHARGED FOR THIS INSURANCE WILL BE RETURNED TO YOU.**

State Fraud Statements
Fraud Statements – Signature Required for New York Only

ARKANSAS, LOUISIANA, RHODE ISLAND, TEXAS AND WEST VIRGINIA FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

ALASKA FRAUD STATEMENT

A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

ALABAMA FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

ARIZONA FRAUD STATEMENT

For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

CALIFORNIA FRAUD STATEMENT

For your protection, California law requires that you be made aware of the following: Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

COLORADO FRAUD STATEMENT

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

DELAWARE FRAUD STATEMENT

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

DISTRICT OF COLUMBIA FRAUD STATEMENT

WARNING: It is a crime to provide false, or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

FLORIDA FRAUD STATEMENT

Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

HAWAII FRAUD STATEMENT

For your protection, Hawaii law requires you to be informed that any person who presents a fraudulent claim for payment of a loss or benefit is guilty of a crime punishable by fines or imprisonment, or both.

IDAHO FRAUD STATEMENT

Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

INDIANA FRAUD STATEMENT

Any person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

KANSAS FRAUD STATEMENT

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

KENTUCKY FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

MAINE FRAUD STATEMENT

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

MARYLAND FRAUD STATEMENT

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

MINNESOTA FRAUD STATEMENT

Any person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

NEW HAMPSHIRE FRAUD STATEMENT

Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

NEW JERSEY FRAUD STATEMENT

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NEW MEXICO FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

OHIO FRAUD STATEMENT

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

OKLAHOMA FRAUD STATEMENT

WARNING: Any person who knowingly and with intent to injure, defraud, or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

OREGON FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

PENNSYLVANIA FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

PUERTO RICO FRAUD STATEMENT

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

TENNESSEE, VIRGINIA, AND WASHINGTON FRAUD STATEMENT

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

SIGNATURE REQUIRED

NEW YORK FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

_____

Insured/Applicant/Claimant

_____

By (Authorized Representative)

_____

Title

_____

Date

This Endorsement Changes The Policy. Please Read It Carefully.

SCHEDULE OF POLICY ATTACHMENTS AND FORMS

Form Number	Form Title
	Policy Declarations; Schedule of Carriers/Addendum; TPIP policy form
RSG 92001 0416	California Service Of Suit
RSG 93006 0405	California Changes - Cancellation and Nonrenewal
RSG 94027 0206	Minimum Earned Premium Clause - Percentage
RSG 96004 0210	Exclusion And Limited Additional Coverage For Fungus
RSG 96014 0504	Exclusion of Pathogenic or Poisonous Biological or Chemical Material
RSG 96051 0914	Flood Exclusion
RSG 96062 0715	Earth Movement Sprinkler Leakage Exclusion
RSG 96064 0817	Exclusion Of Terrorism - Exception Covering Certain Fire Losses
RSG 96066 0518	Cyber, Electronic Data and Systems Exclusion
RSG 96068 1218	Exclusion - Marijuana
IL 0017 1198	Common Policy Conditions

ALLIANT PROPERTY INSURANCE PROGRAM
DOMESTIC POLICY DECLARATION PAGE

POLICY NAME	**ALLIANT PROPERTY INSURANCE PROGRAM**
POLICY NUMBER:	**See Attached Schedule of Carriers**
NAMED INSURED	**ALLIANT PROPERTY INSURANCE PROGRAM** **Declaration 31 - TPIP 4**
MAILING ADDRESS OF INSURED:	**c/o Alliant Insurance Services, Inc.** **325 E. Hillcrest Dr. Suite 250** **Thousand Oaks, CA 91360**

POLICY PERIOD: From: **July 1, 2019**
To: **July 1, 2020**

Both days at 12:01 a.m. Local Standard Time

LIMITS OF LIABILITY:

A. Declaration Limit of Liability:

$ 1,000,000,000	Per Occurrence, all Perils, Coverages (subject to the policy exclusions), and all Named Insureds combined on this Declaration, regardless of the number of Named Insured**s**, coverages, extensions of coverage, or perils insured, subject to the following per occurrence and/or aggregate sub-limits noted below.

B. Named Insured Limits:

Subject to the Declaration Limit of Liability set forth in paragraph A. above, the per Named Insured**,** per Occurrence All Perils limit set forth on the Declaration Schedule Addendum opposite each Named Insured is the most the Company will pay for each Named Insured, regardless of the, coverages, extensions of coverage or perils insured. Such per Named Insured, per Occurrence All Perils limit is part of and does not increase the Declaration Limit of Liability.

Sub-Limits of Liability:

The Sub-Limits of Liability set forth below apply Per Occurrence, subject to any aggregate listed, Per Named Insured(s) of this Declaration, excess of the Policy Deductibles set forth below or Special Terms & Conditions below, unless indicated otherwise. If the coverage listed below indicates that it "Varies per Named Insured", the applicable sub-limit for each Named Insured is set forth on the Declaration Schedule Addendum opposite each Named Insured's name. Further, if a different limit is set forth in such Declaration Schedule Addendum opposite each Named Insured's name from the limit set forth below, such sub-limit will control with respect to such Named Insured. The Sub-Limits of Liability set forth below or in the Declaration Schedule Addendum are subject to and do not increase the Declaration Limit of Liability set forth above or as set forth in the Declaration Schedule Addendum.

Not to exceed member Sublimit noted on the Declaration Addendum	Flood Limit - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage) in this Declaration combined as respects the peril of Flood occurring outside the State of California.
Not to exceed member Sublimit noted on the Declaration Addendum	Flood Limit - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage) in this Declaration combined as respects the peril of Flood occurring in the State of California.
Not to exceed member Sublimit noted on the Declaration Addendum	Excess of $500,000,000 Per Occurrence and in the Annual Aggregate as respects the peril of Flood (for those Named Insureds that purchase this optional dedicated coverage) excluding Flood Zone A & V Sub-limit (inclusive of all 100 year exposures), not to exceed individual Named Insured's sub-limits and aggregates

Not to exceed member Sublimit noted on the Declaration Addendum	Combined Business Interruption and Rental Income. However, if specific values for such coverage have not been reported as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc., this sub-limit amount is limited to $500,000 per Named Insured subject to maximum of $2,500,000 Per Occurrence, Per Declaration for Business Interruption and Rental Income combined. Business Interruption coverage for Power Generating Plants is excluded, unless otherwise specified.
Not to exceed member Sublimit noted on the Declaration Addendum	Earthquake Shock - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage) in this Declaration combined as respects the peril of Earthquake Shock occurring outside the State of California.
Not to exceed member Sublimit noted on the Declaration Addendum	Earthquake Shock - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage) in this Declaration combined as respects the peril of Earthquake Shock occurring inside the State of California.
$ 35,000,000	Extra Expense
$ 40,000,000	Automatic Acquisition for new locations for existing Named Insureds for 120 days, excluding Earthquake Shock in the states of Alaska and California. If Flood coverage is purchased for all scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V. (If values are not reported within the stated reporting provision, a maximum sub-limit of $25,000,000 for any one occurrence will apply). Additionally a sub-limit of $2,500,000 applies for Tier 1 Wind Counties, Parishes and Independent Cities for 60 days for the states of Virginia, North Carolina, South Carolina, Georgia, Alabama, Mississippi, Louisiana, Texas and/or situated anywhere within the states of Florida and Hawaii.
$ 40,000,000	Miscellaneous Unnamed Locations excluding Earthquake Shock for locations in the states of Alaska and California, and if Flood Coverage is purchased for scheduled locations, Flood is covered subject to Named Insured's Flood Limits, however, Flood Zones A&V are excluded. This coverage extension does not apply to locations situated in Tier I or Tier II Counties.
$ 1,000,000	Unscheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf, subject to 25 gallon maximum container size but not to exceed $25,000 per item for existing Named Insureds excluding Earthquake coverage for locations in Alaska and California. If flood coverage is purchased for scheduled locations, this extension includes Flood coverage for any location not situated in Flood Zones A or V.
$5,000,000 or 110% of the scheduled values whichever is greater, for	Scheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf, subject to 25 gallon maximum container size but not to exceed $25,000 per item
$ 35,000,000	Errors & Omissions (errors/omissions in the description, location of property, or valuation of property). This extension does not increase any more specific limit stated elsewhere in this policy.
$ 25,000,000	Course of Construction and Additions (including new) for projects with project values not exceeding the sub-limit shown. This sub-limit may be increased to $100,000,000 for non-combustible construction, subject to Underwriting review and approval.

$	250,000	Prize Giveaways
$	2,500,000	Money and Securities as respects perils of Fire, Wind, Hail, Explosion, Smoke, Lightning, Riot, Civil Commotion, Impact by Aircraft or Objects falling there from, Impact by vehicles, Water Damage and Theft (other than by an employee(s) of the Insured(s))
$	2,500,000	Unscheduled Fine Arts
$	25,000	Per Occurrence and in the Annual Aggregate as respects Accidental Contamination for Owned Land, Land Values and Water owned by the Insured(s)
$	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.
$	150,000,000	Except $50,000,000 for Named Insureds in Decarlations 31 and 37 for Increased Cost of Construction due to the enforcement of building codes/ordinance or law (includes All Risk and Boiler & Machinery). Demolition, Compliance with Law and BI are restricted to $35,000,000
$	25,000,000	Transit
$	2,500,000	Unscheduled Animals; subject to maximum of $50,000 per Animal, Per Occurrence
$	2,500,000	Watercraft under 50 feet (watercraft over 50 feet must be scheduled subject to underwriting review and approval)
$	25,000,000	Off Premises Services Interruption including Extra Expense resulting from a covered peril at non-owned/operated location(s)
$	3,000,000	Separately as respects Contingent Business Interruption, Contingent Rental Value, and Contingent Extra Expense
$	3,000,000	Tax Revenue Interruption – Per Policy Provisions. However, if specific values for such coverage have not been reported as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc., this sub-limit amount is limited to $100,000 Per Occurrence – Per Policy Provisions.
$	500,000	Separately as respects Furs, Jewelry, Precious Metals and Precious Stones
$	1,000,000	Claims Preparation Expenses
$	25,000,000	Expediting Expenses
$	1,000,000	Personal Property Outside the USA
	180 Days	Extended Period of Indemnity

$ 100,000	Per Occurrence while in Storage and In Transit coverage subject to $10,000 Deductible for Unmanned Aircraft as more fully defined in the Policy. Not Covered while in Flight.	
$ 100,000	Per Occurrence with a $1,000,000 Annual Aggregate per Declaration for Mold/Fungus Resultant Damage as more fully defined in the policy.	

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BOILER & MACHINERY COVERAGES & LIMITS:	$	100,000,000	Boiler Explosion and Machinery Breakdown as respects Combined Property Damage and Business Interruption/Extra Expense (Including Bond Revenue Interest Payments where Values Reported and excluding Business Interruption for Power Generating Facilities unless otherwise specified). Limit includes loss adjustment agreement and electronic computer or electronic data processing equipment with the following sub-limits:
	$	10,000,000	Utility Interruption
	$	10,000,000	Ammonia Contamination
	$	10,000,000	Water Damage
	$	10,000,000	Consequential Damage
	$	2,000,000	Media Coverage
	$	1,000,000	Hazardous Substance
	$	25,000,000	Ordinance or Law - Included in Demo & ICC Limit above
NEWLY ACQUIRED LOCATIONS:	$	25,000,000	Automatic Acquisition for Boiler & Machinery values at newly acquired locations. Values greater than $25,000,000 or Power Generating Facilities must be reported within 90 days and must have prior underwriting approval prior to binding

VALUATION:

- Repair or Replacement Cost
- Actual Loss Sustained for Time Element Coverages
- Contractor's/Scheduled Equipment either Replacement Cost or Actual Cash Value as elected by declaring values in the manner losses are to be adjusted. If not declared, valuation will default to Actual Cash Value (ACV)

"ALL RISK" BASIC DEDUCTIBLE:	Varies by Named Insured	All Risk Deductible; Per occurrence each and every loss except as specified below:
"ALL RISK" DEDUCTIBLES FOR SPECIFIC PERILS AND COVERAGES:	$ 10,000	Residential Property(ies) less than $100,000 in value, or "All Risk" Policy Deductible as set forth above, whichever the greater

$	25,000	Residential Property(ies) greater than $100,000 in value, or "All Risk" Policy Deductible as set forth above, whichever the greater
	Varies by Named Insured	All Flood Zones excluding Flood Zones A & V
	Varies by Named Insured	Flood Zones A & V (inclusive of all 100 year exposures)
	Varies by Named Insured	Earthquake Shock Per Unit of Insurance Per Occurrence separately as respects Real Property, Personal Property, Property in the Open and Time Element except 10% with $100,000 minimum for buildings constructed prior to 1940 where Earthquake Coverage is purchased
$	1,000	Specially Trained Animals
$	500,000	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.
	2.5%	of Annual Tax Revenue Value per Location for Tax Interruption
	24 Hour Waiting Period	Service Interruption as respects All Perils and Coverages (other than Boiler and Machinery Breakdown)
	24 Hour	Equivalent Business Interruption Deductible at the time of loss (24 hours to be calculated by dividing the total Business Interruption loss by the number of days business was interrupted) as respects All Perils and Coverages solely for Casino(s) with Total Insurable Values in excess of $50,000,000
$	25,000	Boiler & Machinery Deductible, per occurrence each and every loss

ALLIANT PROPERTY INSURANCE PROGRAM
DOMESTIC POLICY DECLARATION PAGE

SPECIAL TERMS & CONDITIONS:

It is understood and agreed that notwithstanding anything contained herein to the contrary the following shall apply to this Policy:

SPECIAL TERMS:

Description:
Varies by Named Insured

Limit:
Varies by Named Insured

Deductible:
Varies by Named Insured

TERMS AND CONDITIONS:
25% Minimum Earned Premium and cancellations subject to 10% penalty
90 Days except 10 Days for Non-Payment of Premium

NOTIFICATION OF CLAIMS TO:
Alliant Insurance Services, Inc.
Attention: Claims Department
100 Pine Street, 11th Floor
San Francisco, CA 94111

7/1/2019 7/1/2020 Tribal

Declaration #31 - Tribal Property Insurance Program I (TPIP I)

Participation%	Participation $		Company	Policy #
	$ 2,500,000	**Primary**	**(for 55%) Per Occurrence all Named Insureds over all Declarations combined. All Risk including EQ & FL, Including B&M**	
55.0000%	**$ 1,375,000**		**Lexington Insurance Company**	017471589/06
	$ 25,000,000		**(for 35%) Per Occurrence/Per Declaration All Risk including EQ & FL, Including B&M**	
35.0000%	**$ 8,750,000**		**Lexington Insurance Company**	38412453
	$ 25,000,000		**(for 10%) Per Occurrence/Per Declaration. All Risk including EQ & FL, Including B&M**	
10.0000%	**$ 2,500,000**		**Lexington Insurance Company**	38412468
	$ 12,500,000	**Excess of $2,500,000**	**To pay the difference between $15,000,000 (100%) per occurrence/ per Declaration and $2,500,000 (for 100%) per occurrence, all Members over all Declarations combined. Subject to an annual aggregate (for 100%) as held on file with Alliant Insurance Services.** *** All Risk including EQ, FL and B&M**	
2.5000%	$ 312,500		RKH-Underwriters at Lloyds-Aspen Specialty Insurance Company	PX006CP19
4.0000%	$ 500,000		RKH- Underwriters and Lloyds syndicates 4444 CNP	PJ1900131
3.0000%	$ 375,000		One Beacon - Homeland Insurance Company of NY	798000253
7.5000%	$ 937,500		Hallmark Speciatly Insurance Co.	73PRX19A1C4
17.0000%	**$ 2,125,000**			
	$ 12,500,000	**Excess of $2,500,000**	**To pay the difference between $15,000,000 (100%) per occurrence/ per Declaration and $2,500,000 (for 100%) per occurrence, all Members over all Declarations combined. Subject to an annual aggregate (for 100%) as held on file with Alliant Insurance Services.** *** All Risk including EQ, FL and B&M**	
38.0000%	$ 4,750,000		RKH- Underwriters and Lloyds Syndicate: 1414 ASC, 0510 KLN, 1861 ATL, 0318 MSP, 3268 AGR, XL Catlin Insurance Company UK Ltd, 1183 TAL	PJ193647
38.0000%	**$ 4,750,000**			
	$ 50,000,000		**To pay the difference between $50,000,000 (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 $195,000,000 (for 35%). All Risk Including EQ & FL Including B&M**	
35.0000%	$ 17,500,000		Lexington Insurance Company	011660450/07
	$ 25,000,000		**$25,000,000 (100%) per occurrence / per Declaration excess of the Captive Annual Aggregate of $150,000,00. All Risk including EQ& Flood, including B&M.**	
6.0000%	$ 1,500,000		Aspen Insurance UK Ltd.	PRAGET719
2.0000%	$ 500,000		Ironshore Specialty Insurance Company	003661401
2.0000%	$ 500,000		RKH-Underwriters at Lloyds- Lloyd's Syndicate 1200 AM/	PJ1900124
10.0000%	**$ 2,500,000**			
	$ 35,000,000	**Excess of $15,000,000**	**All Risk Including Flood and Earthquake and B&M**	

47.5000%	$ 16,625,000	RKH-Lloyds Syndicates: : ASC 1414, KLN 0510, ATL 1861, QBE 1886, MSP 0318, APL 1969, CHN 2015 and XL Catlin Insurance Company UK Ltd	PJ1933021
7.5000%	$ 2,625,000	Brit-Certain Underwriters at Lloyd's, London Syndicate 2987 (Non-Admitted)	PD-10367-05
55.0000%	**$ 19,250,000**		

	$ 25,000,000	**Excess of $25,000,000**	**All Risk Including Flood and Earthquake and B&M**	
10.0000%	$ 2,500,000	RKH-Endurance Worldwide Insurance Ltd t/as Sompo International	PJ1900134
10.0000%	**$ 2,500,000**		

	$ 50,000,000	**Excess of $50,000,000**	**All Risk Including Flood and Earthquake**	
15.0000%	$ 7,500,000	Arch Specialty Insurance Company (excluding B&M)	ESP7301433-05
25.0000%	$ 12,500,000	Evanston Insurance Company (excluding B&M)	MKLV14XP012539
10.0000%	$ 5,000,000	Hallmark Specialty Insurance Company (excluding B&M)	73PRX19A1FA
10.0000%	$ 5,000,000	Allied World National Assurance Company (excluding B&M)	0310-8171-1N
5.0000%	$ 2,500,000	RKH: Endurance Worldwide Insurance Ltd./t/as Sompo International (excluding B&M)	PJ1900134
35.0000%	$ 17,500,000	RKH - Lloyds Underwriters - Syndicates: KLN 0510, TMK 1880, BRT 2987, BRT 2988, CNP 4444, ATL 1861, Neon Worldwide Property Consortium, AUW 0609, TAL 1183 and AUL 1274 (excluding B&M)	PJ1900067
100.0000%	**$ 50,000,000**		

	$ 300,000,000	**Excess of $100,000,000**	**All Risk Including Flood and Earthquake and B&M**	
100.0000%	$ 300,000,000	Lexington Insurance Company	011660470/07
100.0000%	**$ 2,500,000**		

	$ 100,000,000	**Excess of $400,000,000**	**All Risk Including Flood and Earthquake and B&M**	
100.0000%	$ 100,000,000	RSUI - Landmark American Insurance Company	LHD424641
100.0000%	**$ 2,500,000**		

	$ 300,000,000	**Excess of $500,000,000**	**All Risk Including Flood and Earthquake and B&M**	
100.0000%	$ 300,000,000	XL Insurance America, Inc.	US00010377PR19A
100.0000%	**$ 2,500,000**		

	$ 200,000,000	**Excess of $800,000,000**	**All Risk Excluding Flood and Earthquake and B&M**	
100.0000%	$ 200,000,000	RSUI - Landmark American Insurance Company	LHD424643
100.0000%	**$ 200,000,000**		

	$ 35,000,000	**Excess of $15,000,000**	**Excess Boiler and Machinery**	
7.5000%	$ 2,625,000	Lexington Insurance Company	011660457/07
7.5000%	**$ 2,625,000**		

	$ 50,000,000	**Excess of $50,000,000**	**Excess Boiler and Machinery**	
100.0000%	$ 50,000,000	Lexington Insurance Company	011660457/07
100.0000%	**$ 50,000,000**		

	$ 50,000,000	**Excess of $450,000,000**	**DIC only Layer including EQ and FL**	
48.7900%	$ 24,395,000	SRU - Certain Underwriters at Lloyd's	AQS-190987
10.7100%	$ 5,355,000	SRU - HDI Global Specialty SE	HAQS-190987
25.0000%	$ 12,500,000	SRU - General Security Indemnity	TR00093911900987
6.5000%	$ 3,250,000	SRU - Crum & Forster Specialty	SRC-100858

TRIBAL DECLARATION SCHEDULE ADDENDUM
2019-2020 POLICY TERM

Dec #	Named Insured	Address	Address 2	City	State	Zip Code	2019 Total All Risk Limit	2019 EQ Limit	2019 Flood Limit	2019 Flood A&V sub-limit
31	4 Bears Casino and Lodge	202 Frontage Road		New Town	ND	58763	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Aanikoosing, Inc	3475 US Hwy 41 W		Marquette	MI	49855	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Akimel Enterprise, LLC	4231 W. Riggs Road		Chandler	AZ	85248	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Alabama Coushatta Tribe of Texas	571 State Park Rd. 56		Livingston	TX	77351	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Alabama Coushatta Tribe of Texas Tribal Economic Development Authority DBA Naskila Gaming	540 State Park Road 56		Livingston	TX	77351	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Apache Behavioral Health Services, Inc and White	249 W Ponderosa Dr		Whiteriver	AZ	85941	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Assiniboine & Sioux Tribes of the Fort Peck Indian	107 H St E		Poplar	MT	59255	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Assiniboine and Sioux Rural Water System	6029 Road 1068		Wolf Point	MT	59201	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Bad River Band of Lake Superior Tribe of Chippewa	72682 Maple Street		Odanah	WI	54861	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Bad River Lodge & Casino	73370 US Highway 2		Odanah	WI	54861	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Bear River Band of Rohnerville Rancheria	27 Bear River Drive		Loleta	CA	95551	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Bear River Casino	11 Bear Paws Way		Loleta	CA	95551	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Big Sandy Rancheria	37387 Auberry Mission Road		Auberry	CA	93602	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Big Valley Rancheria Band of Pomo Indians	2726 Mission Rancheria Road		Lakeport	CA	95453	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Blackfeet Tribe of the Blackfeet Indian Reservation	640 Popimi		Browning	MT	59417	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Bow Hill Enterprises LLC	18444 Bow Ridge Dr.		Bow	WA	98232	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Buena Vista Rancheria of Me-Wuk Indians	1418 20th Street		Sacramento	CA	95811	1,000,000,000	1,130,000	1,130,000	Not Covered
31	Cachil DeHe Band of Wintun Indians of the Colusa Indian Community dba: Colusa Casino & Bingo	3770 Highway 45		Colusa	CA	95932	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Caddo Nation Travel Plaza	244 Bison Road		Gracemont	OK	73042	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Cahuilla Casino, Cahuilla Band of Mission Indians	P.O. Box 390854		Anza	CA	92539	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Campo Band of Mission Indians	36190 Church Road		Campo	CA	91906	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Casino White Cloud	777 Jackpot Dr.		White Cloud	KS	66094	1,000,000,000	1,000,000	Not Covered	Not Covered
31	CBN Health Center, Inc.	Exit 131 Rr 56	56-DC Center	Laguna	NM	87026	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Chehalis Tribal Enterprises	18120 Anderson Road		Oakville	WA	98568	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Chemehuevi Indian Tribe and Havasu Landing Resort	P.O. Box 1976		Havasu Lake	CA	92363	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Cherokee Nation Businesses, LLC	777 West Cherokee Street		Catoosa	OK	74015	1,000,000,000	5,000,000	10,000,000	Not Covered
31	Chicken Ranch Casino and Bingo	16929 Chicken Ranch Rd.		Jamestown	CA	95327	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Chicken Ranch Rancheria of Me-Wuk Indians of California	P.O. Box 1159		Jamestown	CA	95327	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Chippewa Cree Tribe	Rocky Boy Route #544		Box Elder	MT	59521	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Cimarron Casinos Enterprise, Iowa Tribe of OK dba	821 W Freeman		Perkins	OK	74059	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Cocopah Casino	15318 South Avenue B		Somerton	AZ	85350	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Cocopah Indian Tribe and Enterprises	14515 S Veterans Drive		Somerton	AZ	85350	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Colville Tribal Federal Corporation	PO Box 140	21 Colville St	Nespelem	WA	99155	1,000,000,000	0	5,000,000	Not Covered
31	Confederated Construction Company, LLC	18120 Anderson Road		Oakville	WA	98568	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Confederated Salish & Kootenai Tribes	PO Box 278		Pablo	MT	59855	1,000,000,000	2,500,000	2,500,000	Not Covered
31	Confederated Tribes and Band of the Yakama Nation	401 Fort Road		Toppenish	WA	98948	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Confederated Tribes of Coos	1245 Fulton Avenue		Coos Bay	OR	97420	1,000,000,000	20,397,778	Not Covered	Not Covered
31	Confederated Tribes of Siletz Indians	P.O. Box 549		Siletz	OR	97380	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Confederated Tribes of Siletz Indians	P.O. Box 549		Siletz	OR	97380	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Confederated Tribes of the Chehalis Reservation	P.O. Box 536		Oakville	WA	98568	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Coquille Indian Tribe	3050 Tremont St		North Bend	OR	97459	1,000,000,000	4,000,000	2,000,000	Not Covered
31	Corvid Technologies, LLC	145 Overhill Drive		Mooresville	NC	28117	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Cowlitz Indian Tribe	1055 9th Ave. A&B		Longview	WA	98632	1,000,000,000	1,000,000	4,800,000	Not Covered
31	Coyote Valley Band of Pomo Indians	7601 n State Street		Redwood Valley	CA	95470	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Coyote Valley Entertainment Enterprises dba: Coyote Valley Casino	455 Coyote Valley Blvd		Redwood Valley	CA	95470	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Desert Rose Casino	P.O. Box 910		Alturas	CA	96101	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Dry Creek Rancheria Band of Pomo Indians	1550 Airport Blvd., Suite 101		Santa Rosa	CA	95403	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Eastern Shoshone Tribe	P.O. Box 538		Fort Washakie	WY	82514	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Eastern Shoshone Tribe DBA Shoshone Rose Casino	5690 Highway 287		Lander	WY	82520	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Eight Northern Indian Pueblos Council Inc	327 Eagle Dr		San Juan Pueblo	NM	87566	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Federated Indians of Graton Rancheria	6400 Redwood Drive, Suite 300		Rohnert Park	CA	94928	1,000,000,000	1,800,120	Not Covered	Not Covered
31	Filtra Systems Company LLC	23900 Haggerty Rd		Farmington Hills	MI	48335	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Fond du Lac Band of Lake Superior Chippewa	1720 Big Lake Road		Cloquet	MN	55720	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Fond du Lac Housing Authority	1720 Big Lake Road		Cloquet	MN	55720	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Fort Belknap Indian Community	656 Agency Main Street		Fort Belknap Agency	MT	59526	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Fort Independence Indian Reservation	131 N Hwy 395		Independence	CA	93526	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Fort McDowell Enterprises, LLC	P.O. Box 18359		Fountain Hills	AZ	85269	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Fort McDowell Yavapai Materials	P.O. Box 19120		Fountain Hills	AZ	85269	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Fort Mojave Indian Tribe	500 Merriman St		Needles	CA	92363	1,000,000,000	5,000,000 excluding California locations	5,000,000	Not Covered
31	Fort Sill Apache Tribe of Oklahoma	43187 US Hwy 281		Apache	OK	73006	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Fort Sill Apache Tribe of Oklahoma dba Fort Sill Apache Casino	P.O. Box 809		Lawton	OK	73502	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Gila River Farms	212 N. Old Hwy 93		Sacaton	AZ	85147	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Gila River Health Care Corp.	483 Seed Farm Road		Sacaton	AZ	85147	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Gila River Indian Community	525 West Gu U Ki		Sacaton	AZ	85147	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Global Gaming LSP, LLC	1000 Lone Star Parkway		Grand Prairie	TX	75050	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Global Gaming WS Tower I LLC; Global Gaming WS Towers II & III LLC	21444 World Way Dr		Thackerville	OK	73459	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Golden Acorn Casino	1800 Golden Acorn Way		Campo	CA	91906	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Grand Lake Casino	24701 South 655 Road		Grove	OK	74344	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Grand Portage Band of Lake Superior Chippewa dba Grand Portage Lodge & Casino	Casino Drive		Grand Portage	MN	55605	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Grand Portage Business Committee	83 Stevens Road		Grand Portage	MN	55605	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Great Lakes Indian Fish & Wildlife Commission	P.O. Box 9		Odanah	WI	54861	1,000,000,000	Not Covered	Not Covered	Not Covered

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Dec #	Named Insured	Address	Address 2	City	State	Zip Code	2019 Total All Risk Limit	2019 EQ Limit	2019 Flood Limit	2019 Flood A&V sub-limit
31	Habematolel Pomo of Upper Lake	P.O. Box 516		Upper Lake	CA	95485	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Habematolel Pomo of Upper Lake dba Running Creek Casino	635 E. Hwy 20		Upper Lake	CA	95485	1,000,000,000	Not Covered	1,000,000	Not Covered
31	Havasu Landing Casino	P.O. Box 1975		Havasu Lake	CA	92363	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Havasu Landing Resort	PO Box 1707		Havasu Lake	CA	92363	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Ho Chunk, Inc.	1 Mission Drive, P.O. Box 390		Winnebago	NE	68071	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Hwal Bay Baij Enterprises	P.O. Box 179 and P.O. Box 359		Peach Springs	AZ	86434	1,000,000,000	5,000,000	5,000,000	Not Covered
31	IIPay Nation of Santa Ysabel	100 School House Canyon Road	PO Box 130	Santa Ysabel	CA	92070	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Inter Tribal Council of MI, Inc.	2956 Ashmun Street		Sault Sainte Marie	MI	49783	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Inter-Tribal Council, Inc.	P.O. Box 1308		Miami	OK	74355	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Intertribal Court of Southern California	49002 Golsh Road		Valley Center	CA	92082	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Iowa Tribe of Kansas & Nebraska	3345 Thrasher Road		White Cloud	KS	66094	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Jamestown S'Klallam Tribe	1033 Old Blyn Highway		Sequim	WA	98382	1,000,000,000	5,000,000	1,000,000	Not Covered
31	Jena Choctaw Indian Gaming Authority dba: Jena Choctaw Pines Casino	149 Chahta Trails		Dry Prong	LA	71423	1,000,000,000	1,000,000	5,000,000	Not Covered
31	Kalispel Tribe of Indians	P.O. Box 39		Usk	WA	99180	1,000,000,000	2,000,000	2,000,000	Not Covered
31	Karuk Tribe	64236 Second Street		Happy Camp	CA	96039	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Karuk Tribe of California DBA: Rain Rock Casino	777 Casino Way		Yreka	CA	96097	1,000,000,000	0	0	Not Covered
31	Keweenaw Bay Indian Community	16429 Beartown Road		Baraga	MI	49908	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Kickapoo Tribe in Kansas DBA Golden Eagle Casino	1121 Goldfinch Road		Horton	KS	66439	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Kickapoo Tribe of Oklahoma	P.O. Box 70		McLoud	OK	74851	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Kiowa Casino Operations Authority dba Kiowa Casino - Red River	E. 1980 Hwy 36		Devol	OK	73531	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Kiowa Tribe	P.O. Box 369		Carnegie	OK	73015	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Klamath Indian Tribe	501 Chiloquin Boulevard		Chiloquin	OR	97624	1,000,000,000	3,000,000	3,000,000	Not Covered
31	Konocti Vista Casino	2755 Mission Rancheria Rd		Lakeport	CA	95453	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Kootenai Tribe of ID	Country Road 38A		Bonners Ferry	ID	83805	1,000,000,000	1,000,000	1,000,000	Not Covered
31	La Jolla Band of Luiseno Indians	22000 Hwy 76		Pauma Valley	CA	92061	1,000,000,000	0	0	Not Covered
31	La Posta Band of Mission Indians	8 Crestwood Rd.		Boulevard	CA	91905	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Lac Courte Oreilles Band of Lake Superior Chippewa Indians	13394 W. Trepania Road		Hayward	WI	54843	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Lac du Flambeau Band of Lake Superior Chippewa	418 Little Pines Road		Lac du Flambeau	WI	54538	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Lac Vieux Desert Band of Lake Superior Chippewa Indians / Lac Vieux Desert Resort Casino and Golf	N5384 UW Hwy 45		Watersmeet	MI	49969	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Lake County Tribal Health Consortium	925 Bevins Court		Lakeport	CA	95453	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Lenape Entertainment, LLC; Delaware Tribal Games DBA Gold River Casino, Casino Oklahoma	31064 SH281 Bldg 101		Anadarko	OK	73005	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Li-Si-Wi-Nwi Health, Inc.	2029 South Gordon Cooper Drive		Shawnee	OK	74801	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Little River Band of Ottawa Indians	2608 Government Center Dr		Manistee	MI	49660	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Little Traverse Bay Bands of Odawa Indians	7500 Odawa Circle		Harbor Springs	MI	49740	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Makah Tribal Council	P.O. Box 115		Neah Bay	WA	98357	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Many Farms Community School	P.O. Box 70		Many Farms	AZ	86538	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Marty Indian School	9000 388th Avenue		Marty	SD	57361	1,000,000,000	Not Covered	5,000,000	5,000,000
31	Mashpee Wampanoag Indian Tribe	483 Great Neck Road		Mashpee	MA	02649	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Miami Nation Enterprises (Parent)	4600 W US Hwy 90		San Antonio	TX	78237	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Miami Tribe of Oklahoma	202 South 8 Tribes Trail		Miami	OK	74355	1,000,000,000	2,000,000	1,000,000	Not Covered
31	MILLE LACS CORPORATE VENTURES - NON-CASINO	700 GRAND AVENUE		ONAMIA	MN	56359	1,000,000,000	0	0	Not Covered
31	Mississippi Band of Choctaw Indians etal	101 Industrial Road		Choctaw	MS	39350	1,000,000,000	50,000,000	50,000,000	1,000,000
31	Mohegan Holding Company, LLC	One Mohegan Sun Blvd.		Uncasville	CT	6382	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Mole Lake Casino	3051 Sand Lake Road		Crandon	WI	54520	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Mono Wind Casino	37302 Rancheria Road		Auberry	CA	93602	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Mooretown Rancheria of Maidu Indians of California	1 Alverda Drive		Oroville	CA	95966	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Nambe Pueblo	Rt. 1 Box 117 BB		Nambe	NM	87501	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Nambe Pueblo Development Corporation	33-1A Arroyo Cuynumgue		Santa Fe	NM	87506	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Narragansett Indian Tribe	c/o Speedi Burrell, Finance Director	P.O. Box 268	Charlestown	RI	02813	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Navajo Petroleum, LLC	Hwy 264		Window Rock	AZ	86515	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Navajoland Nursing Homes, Inc. DBA Dr. Guy Gorman, Sr. Care Home	PO Box 910		Chinle	AZ	86503	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Nisqually Board of Economic Development, LLC	12820 Yelm Highway SE		Olympia	WA	98513	1,000,000,000	Not Covered	1,000,000	Not Covered
31	Nooksack Indian Tribe dba	P.O. Box 157		Deming	WA	98244	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Nooksack Indian Tribe dba Nooksack Business Corporation II	9750 Northwood Road		Lynden	WA	98264	1,000,000,000	0	0	Not Covered
31	Northeastern Tribal Health Systems	P.O. Box 1498		Miami	OK	74354	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Northern Arapaho Ranch	2080 Hamilton Dome Road		Thermopolis	WY	82443	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Northern Arapaho Tribe	P.O. Box 396		Fort Washakie	WY	82514	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Northern Valley Indian Health, Inc.	207 N. Butte Street		Willows	CA	95988	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Nottawaseppi Huron Band of the Potawatomi	1485 Mno-Bmadzewen Way		Fulton	MI	49052	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Nueta Hidatsa Sahnish College	220 College Dr		New Town	ND	58763	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Oglala Lakota College	P.O. Box 490		Kyle	SD	57752	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Ohiya Casino and Resort	53142 Hwy 12		Niobrara	NE	68760	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Ohkay Casino and Resort	P.O. Box 1270		San Juan Pueblo	NM	87566	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Ohkay Owingeh	P.O. Box 1119		San Juan Pueblo	NM	87566	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Ojibwa Holding Company	220 Main Street #26		Baraga	MI	49908	1,000,000,000	1,000,000	1,000,000	1,000,000
31	Omaha Tribe of Nebraska and Iowa	100 Main Street		Macy	NE	68039	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Oneida Airport Hotel Corporation dba: Radisson Hotel & Conference Center	2040 Airport Drive		Green Bay	WI	54313	1,000,000,000	50,000,000	50,000,000	Not Covered
31	Oneida Golf Enterprises dba: Thornberry Creek at Oneida	4470 North Pine Tree Rd		Oneida	WI	54155	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Otoe Missouria Development Authority	923 N. Robinson		Oklahoma City	OK	73102	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Otoe Missouria Tribe of Indians	8151 Hwy 177		Red Rock	OK	74651	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Ottawa Tribe dba Otter Stop Convenience Store & Otter II	301 South Main Street		Miami	OK	74354	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Ottawa Tribe of Oklahoma	PO Box 110		Miami	OK	74355	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Ottawa Tribe of Oklahoma	P.O. Box 110		Miami	OK	74355-0110	1,000,000,000	Not Covered	Not Covered	Not Covered

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Dec #	Named Insured	Address	Address 2	City	State	Zip Code	2019 Total All Risk Limit	2019 EQ Limit	2019 Flood Limit	2019 Flood A&V sub-limit
31	Ottawa Tribe of Oklahoma DBA ADAWE Travel Plaza	61051 E 100 Rd		Miami	OK	74354	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Pascua Yaqui Tribe	7474 Camino De Oeste		Tucson	AZ	85757	1,000,000,000	1,000,000	1,000,000	1,000,000
31	Passamaquoddy Indian Township Tribal Government	8 Kennebasis Road		Princeton	ME	4668	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Peoria Tribe of Oklahoma & Buffalo Run Hotel	118 S Eight Tribes Trails		Miami	OK	74355	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Pokagon Band of Potawatomi Indians	58620 Sink Rd		Dowagiac	MI	49047	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Ponca Tribe of Nebraska	1800 Syracuse Ave		Norfolk	NE	68701	1,000,000,000	$5,000,000	5,000,000	5,000,000
31	Ponca Tribe of Oklahoma	20 White Eagle Dr.		Ponca City	OK	74601	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Port Gamble SKlallam Tribe	31912 Little Boston Road, NE		Kingston	WA	98346	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Port Madison Enterprises Construction Corp.,	15775 George Lane NE Suite 210		Poulbso	WA	98370	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Potawatomi Business Development Corp	3215 W State St Suite 300		Milwaukee	WI	53208	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Prairie Island Indian Community	5636 Sturgeon Lake Road		Welch	MN	55089	1,000,000,000	1,000,000	5,000,000	Not Covered
31	Prairie Knights Casino and Resort	7932 Highway 24		Fort Yates	ND	58538	1,000,000,000	10,000,000	10,000,000	Not Covered
31	Prairie Wind Casino; Oglala Sioux Tribe	HC 49 Box 10		Pine Ridge	SD	57770	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Pueblo of Isleta	TR 40 Bldg 117A, 117B and 117C		Isleta	NM	87022	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Pueblo of Jemez	4471 Highway 4		Jemez Pueblo	NM	87024	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Pueblo of Laguna	22 Capital Rd.		Laguna	NM	87026	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Pueblo of Pojoaque	2 Petroglyph Circle		Santa Fe	NM	87506	1,000,000,000	1,000,000	1,000,000	1,000,000
31	Pueblo of Pojoaque Commercial Development Corporation	30 Buffalo Thunder Trail		Santa Fe	NM	87506	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Pueblo of Pojoaque Enterprise Corporation	20 & 30 Buffalo Trail		Santa Fe	NM	87506	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Pueblo of Tesuque Development Corporation; DBA Tesuque Casino	17486A Highway 84/285		Santa Fe	NM	87506	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Puyallup Tribal Health Authority	2209 E. 32nd Street		Tacoma	WA	98404	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Pyramid Lake Fisheries	603 Sutcliffe Drive		Reno	NV	89510	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Pyramid Lake Paiute Tribe	P.O. Box 256		Nixon	NV	89424	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Pyramid Lake Paiute Tribe dba: Pyramid Lake Junior & Senior High School	P.O. Box 267		Nixon	NV	89424	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Quechan Indian Tribe	PO Box 1899		Yuma	AZ	85366	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Ramona Band of Cahuilla	56310 Highway 371 Suite B		Anza	CA	92539	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Red Fox Casino	P.O. Box 1763		Laytonville	CA	95454	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Redding Rancheria Tribe	2000 Redding Rancheria Road		Redding	CA	96001	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Reno Sparks Indian Colony	34 Reservation Rd		Reno	NV	89502	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Reservation Outpost	321 54th Avenue E.		Fife	WA	98424	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Resighini Rancheria	P.O. Box 529		Klamath	CA	95548	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Rincon Band of Luiseno Indians	One Government Center Lane		Valley Center	CA	92082	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Rincon Economic Development Corp (REDCO)	33740 Valley Center Dr		Valley Center	CA	92082	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Robinson Rancheria of Pomo Indians	1545 Hwy 20		Nice	CA	95464	1,000,000,000	Not Covered	1,000,000	Not Covered
31	Robinson Rancheria Resort and Casino	1545 East Hwy 20		Nice	CA	95464	1,000,000,000	Not Covered	5,000,000	Not Covered
31	Rosebud Casino & Hotel Fuel Plaza	Highway 83 SC/NE Stateline		Mission	SD	57555	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Round Valley Health Center, Inc	77826 Covelo Road		Covelo	CA	95428	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Round Valley Indian Tribe	77826 Covelo Road		Covelo	CA	95428	1,000,000,000	Not Covered	Not Covered	Not Covered
31	S&K Gaming, LLC	49708 US Hwy 93 East		Polson	MT	59860	1,000,000,000	1,000,000	1,000,000	Not Covered
31	S&K Technologies, Inc	63033 Old Highway 93		St Ignatius	MT	59865	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Sac & Fox Casino	1322 US Highway 75		Powhattan	KS	66527	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Sac & Fox Nation of Missouri in Kansas and Nebraska	305 N. Main		Reserve	KS	66434	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Samish Indian Nation	P.O. Box 217		Anacortes	WA	98221	1,000,000,000	5,000,000	1,000,000	Not Covered
31	San Felipe Enterprises	25 Hagen Road East		San Felipe	NM	87001	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Santa Clara Pueblo	578 Kee Street		Espanola	NM	87532	1,000,000,000	1,000,000	5,000,000	Not Covered
31	Santee Sioux Tribe of Nebraska	52948 Highway 12		Niorbrar	NE	68760	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Scotts Valley Tribal TANF	2727 Systron Drive, Suite C		Concord	CA	94518	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Seminole Nation Division of Commerce	Hwy 56 & 270		Wewoka	OK	74884	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Seneca-Cayuga Tobacco Company	65490 East 240 Road		Grove	OK	74344	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Sevenwinds Casino, Lodge & Conference Center	13767 W. County Road B.		Hayward	WI	54843	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Shawnee Tribe	P.O. Box 189		Miami	OK	74355-0189	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Sherwood Valley Rancheria Casino	100 Kawi Place		Willits	CA	95490	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Shingle Springs Band of Miwok Indians	P.O. Box 1340		Shingle Springs	CA	95682	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Shingle Springs Band of Miwok Indians Development Corporation; DBA Express Fuel; DBA Shingle Springs Village	3920 Shingle Springs Dr		Placerville	CA	95667	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Shoshone Paiute Economic Development Corporation	PO Box 299		Owyhee	NV	89832	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Shoshone-Paiute Tribes of the Duck Valley Indian Reservation	PO Box 219		Owyhee	NV	89832	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Sinte Gleska University	P.O. Box 105		Mission	SD	57555	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Sisseton Wahpeton Oyate of the Lake Traverse	16849 102nd St. SE		Hankinson	ND	58041	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Sisseton Wahpeton Oyate Tribe	12554 BIA HWY 711		Agency Village	SD	57262	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Sitting Bull School	#1 School Street		Little Eagle	SD	57639	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Siyeh Corporation dba Glacier Peaks Casino	P.O. Box 1450		Browning	MT	59417	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Smith River Lucky 7 Casino	350 N. Indian Rd.		Smith River	CA	95567	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Snoqualmie Tribe	P.O. Box 969		Snoqualmie	WA	98065	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Sokaogon Chippewa Community	3051 Sand Lake Rd		Crandon	WI	54520	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Southern California Tribal Chairmens Association, Inc.	P.O. Box 1470		Valley Center	CA	92082	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Southern Ute Indian Tribe Growth Fund	14929 Hwy 172		Ignacio	CO	81137	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Squaxin Island Tribe	10 SE Squaxin Lane		Shelton	WA	98584	1,000,000,000	1,000,000	1,000,000	Not Covered
31	St Croix Band of Chippewa Indians of WI	24663 Angeline Ave		Webster	WI	54893	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Standing Rock Sioux Tribe	409 Proposal Ave		Fort Yates	ND	58538	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Standing Rock Sioux Tribe DBA Grand River Casino	27903 US Highway 12		Mobridge	SD	57601	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Stockbridge Munsee Community	N8476 Moh HE Con Nuck Road		Bowler	WI	54416	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Susanville Indian Rancheria	745 Joaquin Street		Susanville	CA	96130	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Swinomish Indian Tribal Community	11404 Moorage Way		La Conner	WA	98257	1,000,000,000	1,000,000	1,000,000	Not Covered
31	The Apache Nugget Corporation	13603 US Hwy 64		Dulce	NM	87528	1,000,000,000	5,000,000	5,000,000	Not Covered
31	The Caring House	338 S Ocotillo Rd.		Sacaton	AZ	85147	1,000,000,000	5,000,000	5,000,000	Not Covered
31	The Cherokee Boys Club, Inc.	PO Box 507		Cherokee	NC	28719	1,000,000,000	1,000,000	1,000,000	Not Covered

TRIBAL DECLARATION SCHEDULE ADDENDUM
2019-2020 POLICY TERM

Dec #	Named Insured	Address	Address 2	City	State	Zip Code	2019 Total All Risk Limit	2019 EQ Limit	2019 Flood Limit	2019 Flood A&V sub-limit
31	the Chickasaw Nation	c/ Risk Management 1630 E Beverly		Ada	OK	74820	1,000,000,000	1,000,000	5,000,000	Not Covered
31	The Minnesota Chippewa Tribe	P.O. Box 217		Cass Lake	MN	56633	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Tiospa Zina Tribal School	P.O. Box 719		Agency Village	SD	57262	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Tohono O'odham Nation Healthcare	I/RTE. LOOP 101 AT S/RTE. 86		Sells	AZ	85634	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Tohono Oodham Community College	AZ Hwy 86, MP 115		Sells	AZ	85634	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Tohono Oodham Nation	c/o Insurance Resources Bldg, Main St		Sells	AZ	85634	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Tolowa Dee-Ni' Nation (formerly Smith River Rancheria)	140 Rowdy Creek Road		Smith River	CA	95567	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Tolowa Dee-Ni' Nation DBA: Xaa-wan'-k'wvt Village & Resort, Inc.	140 Rowdy Creek Road		Smith River	CA	95567	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Tonkawa Tribe of OK	1 Rush Bullfalo Rd		Tonkawa	OK	74653	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Torres Martinez Desert Cahuilla Indians	P.O. Box 1160	66-725 Martinez Road	Thermal	CA	92274	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Tsay Construction & Services, LLC	P.O. Box 1079		San Juan Pueblo	NM	87566	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Tsay Corporation	P.O. Box 1079		Ohkay Owingeh	NM	87566	1,000,000,000	4,000,000	4,000,000	Not Covered
31	Tule River Indian Health Center	380 N. Reservation		Porterville	CA	93257	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Tule River Indian Tribe of California	340 N. Reservation Road		Porterville	CA	93257	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Turtle Mountain Band of Chippewa Indians	P.O. Box 900		Belcourt	ND	58316	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Two Rivers Smoke Shop	5318 Chief Brown Lane B		Darrington	WA	98241	1,000,000,000	Not Covered	Not Covered	Not Covered
31	United Auburn Indian Community of the Auburn Rancheria	10720 Indian Hill Road		Auburn	CA	95603	1,000,000,000	1,000,000	1,000,000	Not Covered
31	United Indians of All Tribes	P.O. Box 99100		Seattle	WA	98139	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Ute Indian Tribe	988 East 7500 South		Fort Duchesne	UT	84026	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Ute Mountain Casino	11 Mi S of Cortez Hwy 491		Towaoc	CO	81334	1,000,000,000	5,000,000	5,000,000	Not Covered
31	Ute Mountain Ute Tribe	125 Mike Wash Rd		Towaoc	CO	81334	1,000,000,000	5,000,000	5,000,000	Not Covered
31	VCAT, LLC	325 West Washington Street	Suite 2-176	San Diego	CA	92103	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Waseyabek Development Company LLC	16 Monroe Center Street NE	Ste 200	Grand Rapids	MI	49503	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Wells Band Council	P.O. Box 809		Wells	NV	89835	1,000,000,000	Not Covered	Not Covered	Not Covered
31	White Earth Band of Chippewa	P.O. BOX 270		White Earth	MN	56591	1,000,000,000	Not Covered	2,500,000	Not Covered
31	Willapa Bay Enterprises Corporation	4112 Highway 105		Tokeland	WA	98590	1,000,000,000	3,000,000	10,000,000	Not Covered
31	Wind River Hotel & Casino	PO Box 1989		Riverton	WY	82501	1,000,000,000	2,500,000	2,500,000	Not Covered
31	WinnaVegas Casino	1500 330th Street		Sloan	IA	51055	1,000,000,000	5,000,000	3,000,000	Not Covered
31	Winnebago Tribe of Nebraska	PO Box 687		Winnebago	NE	68071	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Yankton Sioux Tribe dba: Fort Randall Hotel & Casino	West Hwy 46		Pickstown	SD	57367	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Yavapai Prescott Indian Tribe	530 E. Merritt		Prescott	AZ	86301	1,000,000,000	1,000,000 for locations 25 - 25D only	1,000,000 for locations 25 - 25D only	Not Covered
31	Ysleta del Sur Pueblo	119 South Old Pueblo Road		El Paso	TX	79907	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Zuni Cultural Resource Enterprises	P.O. Box 1149		Zuni	NM	87327	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Zuni Youth Enrichment Project	13 Chimoni Dr		Zuni	NM	87327	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Chicken Ranch Economic Development Corporation	9195 Tribal Way		Jamestown	CA	95327	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Golden Eagle Casino	115 W Evans		Apache	OK	73006	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Awe Kualawaache Care Center	10131 Heritage Road		Crow Agency	MT	59022	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Berry Creek Rancheria of Maidu Indians of	5 Tyme Way		Oroville	CA	95966	1,000,000,000	Not Covered	1,000,000	Not Covered
31	Blue Lake Rancheria	428 B Chartin Rd		Blue Lake	CA	95525	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Columbia River Inter-Tribal Fish Commission	700 NE Multnomah St., Ste 200		Portland	OR	97232	1,000,000,000	6,000,000	1,000,000	1,000,000
31	Comanche Nation of Oklahoma	584 NW Bingo Rd.		Lawton	OK	73501	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Confederated Tribes of the Colville Reservation	21 Colville Street		Nespelem	WA	91555	1,000,000,000	$10,000,000 for all locations except location 21 Colville St, Nespelem, WA 09155	$10,000,000 for all locations except location 21 Colville St, Nespelem, WA 09155	Not Covered
31	Fallon Tribal Development Corporation	567 Rio Vista Dr.		Fallon	NV	89406	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Five Sandoval Indian Pueblos Inc	4321 B Fulcrum Way NE		Rio Rancho	NM	87144	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Last Chance Casino and Bingo	6020 NDN Way		Darrington	WA	98241	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Lummi Golf Ventures	4342 Loomis Trail Road		Blaine	WA	98230	1,000,000,000	3,000,000	3,000,000	Not Covered
31	Paiute Tribe of Utah, Four Points Community Health Center	440 N. Paiute Drive		Cedar City	UT	84721	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Royal River Casino and Hotel	607 S Veterans St.		Flandreau	SD	57028	1,000,000,000	1,000,000	1,000,000	0
31	San Felipe Pueblo Gaming Commission	27 Hagan Rd		San Felipe	NM	87001	1,000,000,000	267,000	267,000	Not Covered
31	Standing Rock Community Development Corporation	181Agency Avenue		Fort Yates	ND	58538	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Taos Pueblo	1075 Veterans Highway		Taos	NM	87571	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Tyme to Bowl	4010 Olive Highway		Oroville	CA	95966	1,000,000,000	Not Covered	1,000,000	Not Covered
31	Walker River Paiute Tribe	1022 Hospital Road		Schurz	NV	89427	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Wilton Rancheria	9728 Kent St.		Elk Grove	CA	95624	1,000,000,000	Not Covered	1,000,000	Not Covered
31	Chickasaw Nation Industries, Inc	2600 John Saxon Blvd		Norman	OK	73701	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Delaware Nation	31064 US Hwy 281		Anadarko	OK	73005	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Hoh Tribal Business Committee	2464 Lower Hoh Rd		Forks	WA	98331	1,000,000,000	5,000,000	5,000,000	5,000,000
31	Modoc Tribe of Oklahoma	418 G Street SE		Miami	OK	74354	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Passamaquoddy Tribe Pleasant Point	59 Passamaquoddy Rd.		Perry	ME	4667	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Pierre Indian Learning Center	3001 East Sully Avenue		Pierre	SD	57501	1,000,000,000	Not Covered	Not Covered	Not Covered
31	Seneca Cayuga Nation	23701 S 655 Rd.		Grove	OK	74345	1,000,000,000	1,000,000	1,000,000	Not Covered
31	Sherwood Valley Rancheria	190 Sherwood Hill Drive		Willits	CA	95490	1,000,000,000	Not Covered	Not Covered	Not Covered
31	St Francis Indian School DBA Sicangu Oyate Ho, Inc	502 E Warrior Dr		St Francis	SD	57572	1,000,000,000	5,000,000	5,000,000	Not Covered
31	The Pueblo of Zuni and Ashiwi College & Career Readiness Center	1203B State Hwy 53		Zuni	NM	87327	1,000,000,000	1,000,000	1,000,000	1,000,000
31	Turtle Mountain Community College	2.5 Miles N on BIA 7		Belcourt	ND	58316	1,000,000,000	1,000,000	1,000,000	Not Covered

TRIBAL FIRST
POLICY WORDING

TPIP USA FORM No. 15

Coverage Incepting
July 1, 2019 to July 1, 2020

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SECTION I

GENERAL PROVISIONS

A. INSURING AGREEMENT

In consideration of the premium paid by the Named Insured to the Company, the Company agrees to insure the following per the terms and conditions herein.

B. NAMED INSURED

As shown on the Declaration page, or as listed in the Declaration Schedule Addendum attached to this policy.

Agency(ies), organization(s), enterprise(s) and/or individual(s) for whom the Named Insured is required or has agreed to provide coverage, or as so named in the "Named Insured Schedule" on file with Tribal First, as their interests may appear which now exist or which hereafter may be created or acquired and which are owned, financially controlled or actively managed by the herein named interest, all jointly, severally or in any combination of their interests, for account of whom it may concern, are covered within the limits provided to the individual Named Insured.

Lessors and other party(ies) of interest in all property of every description covered hereunder are included herein as Insured's for their respective rights and interests, it being understood that the inclusion hereunder of more than one covered party shall not serve to increase the Company's limit of liability.

Mortgagees to whom certificates of coverage have been issued are covered hereunder as Insured's in accordance with the terms and conditions of Form 438 BFU NS, CP12 18 1091, or equivalent as required by the mortgagee.

C. MAILING ADDRESS OF NAMED INSURED

AS PER DECLARATION PAGE

D. POLICY PERIOD

AS PER DECLARATION PAGE

E. LIMITS OF LIABILITY

Subject to specific exclusions, modifications, and conditions hereinafter provided, the liability of the Company in any one occurrence regardless of whether one or more of the coverages of this Policy are involved shall not exceed:

1. LIMITS OF LIABILITY

   The Specific Limits of Liability as described in the Declaration Page apply per occurrence unless indicated otherwise.

2. SUB-LIMITS OF LIABILITY

The following sub-limits of liability are provided as described in the Declaration Page and apply per occurrence unless indicated otherwise. Coverage is provided only if a sub-limit of liability is shown in the Declaration Page for that item, and do not increase the specific limits of liability. The absence of a sub-limit of liability amount in the Declaration Page means that no coverage is provided for that item.

a. Per occurrence, and in the annual aggregate as respects the peril of flood (for those Named Insured(s) that participate in this optional dedicated coverage);
b. Per occurrence, and in the annual aggregate as respects the peril of earthquake shock (for those Named Insured(s) that participate in this optional dedicated coverage);
c. Combined Business Interruption, Rental Income, Tax Interruption and Tuition income (and related fees);
d. Extra Expense;
e. Miscellaneous Unnamed locations;
f. Automatic Acquisition. As per policy provisions;
g. Unscheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf if specific values for such items have not been reported as part of the Named Insured(s) schedule of values held on file with Tribal First. This coverage extension does not apply to the peril of Earthquake in the states of California, or Alaska. If Flood coverage is purchased for scheduled locations this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V;
h. Scheduled Landscaping, tees, sand traps, greens, athletic fields and artificial fields if specific values for such items have been reported as part of the Named Insured(s) schedule of values held on file with Tribal First;
i. Errors & Omissions;
j. Course of Construction and Additions;
k. Money and Securities for Fire, Wind, Hail, Explosion, Smoke, Lightning, Riot, Civil Commotion, Impact by Aircraft or Objects falling there from, Impact by Vehicles, Water Damage and Theft (other than by an employee of the Named Insured(s)
l. Prize Giveaways
m. Unscheduled Fine Arts (as more fully defined herein);
n. Accidental Contamination including owned land, land values and water owned by the Named Insured(s)
o. 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, road way or highway fencing, and all similar property unless specific values for such items have been reported as part of the Named Insured(s) schedule of values held on file in the offices of Tribal First. Unscheduled Infrastructure coverage is excluded for the peril of Earthquake and for Federal Emergency Management Agency (F.E.M.A.) and/or any State Office of Emergency Services (O.E.S.) declared disasters, providing said declaration provides funding for repairs;
p. Increased Cost of Construction due to the enforcement of building codes / ordinance or law. As per policy provisions;
q. Transit;

r. Unscheduled Animals;
s. Unscheduled Watercraft; up to 50 feet. Unscheduled watercraft over 50 feet if held for sale by the Named Insured.
t. Off premises services interruption including extra expense resulting from a covered peril at non-owned/operated location(s);
u. Separately as respects Contingent Business Interruption, Contingent Extra Expense, Contingent Rental Value, and Contingent Tuition Income;
v. Claim Preparation Expenses;
w. Expediting Expenses;
x. Separately as respects Furs, jewelry, precious metals and precious stones;
y. Personal Property outside the U.S.A.;
z. Unmanned Aircraft. As per policy provisions
aa. Mold/Fungus Resultant Damage. As per policy provisions
ab. Boiler Explosion and Machinery Breakdown (for those Named Insured(s) that participate in this optional dedicated coverage).

F. OPTIONAL COVERAGE PARTICIPATION

It is understood and agreed that certain Named Insureds participate in Optional Coverage on this Policy as set forth below.

OPTIONAL COVERAGES IDENTIFICATION:

1. Earthquake Shock
2. Licensed Vehicles – Off Premises
3. Scheduled Fine Arts
4 Flood
5. Boiler Explosion & Machinery Breakdown
6. Contractors Equipment/Unlicensed Vehicles
7. Business Interruption, Rental Income

Such participation in the optional coverage(s) by the Named Insured is indicated in the Declaration Page, and/or by endorsement to this policy.

G. DEDUCTIBLE PROVISIONS

If two or more deductible amounts provided in the Declaration Page apply for a single occurrence the total to be deducted shall not exceed the largest per occurrence deductible amount applicable.

Unless a more specific deductible is applicable for a particular loss, the "Basic Deductible" shown in the Declaration Page, shall apply per occurrence. The company will not pay for loss or damage in any one occurrence until the amount of the loss or damage exceeds the applicable deductible.

H. UNIT OF INSURANCE DEFINED

In the application of the Earthquake Shock, or specified Wind deductibles, in accordance with the provisions of this Policy, each of the following shall be considered a Separate Unit of Insurance:

1. Each Separate Building or Structure;
2. The Contents of each Building or Structure;
3. Applicable Time Element Coverage of each separate Building or Structure; and
4. Property in each Yard.

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.

SECTION II

PROPERTY DAMAGE

A. COVERAGE

Subject to the terms, conditions and exclusions hereinafter contained, this Policy insures all property of every description both real and personal (including improvements, betterments and remodeling), of the Named Insured or property of others in the care, custody or control of the Named Insured, for which the Named Insured is liable or under obligation to insure.

B. EXTENSIONS OF COVERAGE

All coverage extensions are subject to the terms, conditions and exclusions of the policy except insofar as they are explicitly providing additional coverage.

1. PERSONAL EFFECTS

This Policy is extended to cover only such personal effects and wearing apparel of any of the officials, employees, students and personal effects of the Named Insured named in this Policy for which the Named Insured may elect to assume liability while located in accordance with the coverage hereof, but loss, if any, on such property shall be adjusted with and payable to the Named Insured.

2. PROPERTY IN COURSE OF CONSTRUCTION AND ADDITIONS

It is understood and agreed that as respects course of construction projects and additions, this Policy will provide automatic coverage subject to the following conditions:

a. Project involves only real property on new or existing locations (excluding dams, roads, and bridges)

b. Value of the project at the location does not exceed USD as per Declaration Page. Projects that exceed this amount are subject to underwriting approval prior to binding. However, inadvertent failure to report projects within USD as per Declarations Page shall not void coverage of said Project.

Additional Expense Soft Cost: This coverage applies to new buildings or structures in the course of construction up to the time that the new building (s) or structure (s) is initially occupied or put to its intended use whichever occurs first.

The Company will cover the additional expenses of the Named Insured as defined below for up to 25% of the estimated completed value of the project which results from a delay in the completion of the project beyond the date it would have been completed had no loss or damage occurred. The delay must be due to direct physical loss or damage to property insured and be caused by or result from a peril not excluded by this Policy. The Company will pay covered expenses when they are incurred.

a. Additional Interest Coverage – The Company will pay the additional interest on money the Named Insured borrows to finance construction or repair.

b. Rent or Rental Value Coverage – The Company will pay the actual loss of net rental income that results from delay beyond the projected completion date.

But the Company will not pay more than the reduction in rental income less charges and expenses that do not necessarily continue.

c. Additional Real Estate Taxes or Other Assessments – The Company will pay the additional real estate taxes or other assessments the Named Insured incurs for the period of time that construction is extended beyond the completion date.

d. Additional Advertising and Promotional Expenses – The Company will pay the additional advertising and promotional expense that becomes necessary as a result of a delay in the completion of the project.

e. Additional Commissions Expense – The Company will pay the additional expenses, which result from the renegotiating of leases following an interruption in the project.

f. Additional Architectural and Engineering Fees – The Company will pay the additional architectural and engineering fees that become necessary as a result of a delay in the completion of the project.

g. Additional License and Permit Fees – The Company will pay the additional license and permit fees that become necessary as a delay in the completion of the project.

h. Legal and Accounting Fees – The Company will pay the additional legal and accounting fees the Named Insured incurs as a result of a delay in the completion of the project.

3. FIRE FIGHTING EXPENSES

It is understood and agreed that the Company shall be liable for the actual charges of fire fighting expenses including but not limited to those charged by municipal or private fire departments responding to and fighting fire in / on, and/or protecting property included in coverage provided by this Policy.

4. OFF PREMISES SERVICES INTERRUPTION

It is understood and agreed that coverage under this Policy is extended to include physical damage, business interruption loss and/or extra expense incurred and/or sustained by the Named Insured as a result of physical damage to or destruction of by the perils insured against occurring during the policy period of any suppliers furnishing heat, light, power, gas, water, telephone or similar services to an Named Insured's premises. The coverage provided by this clause is sub-limited to USD as per Declaration Page, and Section 1 (General Provisions) of this form.

5. ARCHITECTS AND ENGINEERS FEES AND LOSS ADJUSTMENT EXPENSES

This Policy also insures as a direct result of physical loss or damage insured hereunder, any of the following:

a. Architects and engineers fees

b. Loss adjustment expenses including, but not limited to, auditors, consultants and accountants. However the expenses of public adjusters are specifically excluded.

6. EXPEDITING EXPENSES

In the event of physical loss or damage insured hereunder, it is understood and agreed that coverage under this Policy includes the reasonable extra cost of temporary repair and of expediting the repair of such damaged property of the Named Insured, including overtime and the extra costs of express or other rapid means of transportation. This coverage provided by this clause is sub-limited to USD as per the Declaration Page.

7. DEBRIS REMOVAL

This Policy also covers expenses incurred in the removal of debris of the property covered hereunder from the premises of the Named Insured that may be destroyed or damaged by a covered peril(s). This debris removal coverage does not apply to the cost to extract pollutants from land or water, or to remove, restore or replace polluted land or water.

8. BUILDING LAWS

This Policy is extended to include physical damage, business interruption loss, loss of interest and/or extra expense incurred and/or sustained by the Named Insured as a result of physical damage to or destruction of property, by the perils insured against occurring during the policy period and occasioned by the enforcement of any local or state ordinance or law regulating the construction, repair or demolition of buildings or structures, which is in force at the time such a loss occurs, which necessitates the demolition of any portion of the covered building not damaged by the covered peril(s).

The Company shall also be liable for loss due to the additional period of time required for repair or reconstruction in conformity with the minimum standards of such ordinance or law of the building(s) described in this Policy damaged by a covered peril.

The Company shall not be liable under this clause for more than the limit of liability as shown elsewhere in this Policy.

9. DEMOLITION COST

In the event of physical damage to property insured by a covered peril, this policy is extended to cover the cost of demolishing any undamaged portion of the covered property including the cost of clearing the site thereof, caused by loss from any covered peril(s) under this Policy and resulting from enforcement of any local or state ordinance or law regulating the construction, repair or demolition of buildings or structures and in force at the time of loss which necessitates such demolition.

10. INCREASED COST OF CONSTRUCTION

In the event of physical damage to property insured by a covered peril this Policy is extended to cover the increased cost of repair or replacement occasioned by the enforcement of any local or state ordinance or law including written guidelines used by the department of corrections in any state regulating the construction, repair or demolition of buildings or structures, which is in force at the time such a loss occurs

or which comes into force within 6 months after such a loss occurs, which necessitates in repairing or replacing the building covered hereunder which has suffered damage or destruction by the covered peril(s) or which has undergone demolition, limited, however, to the minimum requirements of such ordinance or law.

11. ERRORS & OMISSIONS

No unintentional errors or unintentional omissions in description, location of property or valuation of property will prejudice the Named Insured's right of recovery but will be reported to the Company as soon as practicable when discovered. The coverage provided by this clause is sub-limited to USD as per Declaration Page, and Section 1 (General Provisions) Clause E of this form. This extension does not increase any more specific limit stated elsewhere in this policy or Declarations.

12. ANIMALS

This policy is extended to cover retraining expenses associated with the loss of specially trained animals. Re-training expenses are included within the sub-limit provided, unless otherwise scheduled.

13. VALUABLE PAPERS

This policy is extended to cover Valuable Papers or the cost to reconstruct valuable papers (including but not limited to research, redrawing or duplicating) physically lost or damaged by a peril insured against during the term of this Policy.

14. TRANSIT

This policy is extended to cover Personal Property of the Named Insured or property held by the Named Insured in trust or on commission or on consignment for which the Named Insured may be held legally liable while in due course of transit, worldwide, against all risks of Direct Physical Loss or Damage not excluded by this Policy to the property insured occurring during the period of this Policy.

The coverage provided by this clause is sub-limited to USD as per Declaration Page, and Section 1 (General Provisions) Clause E of this form.

15. ASBESTOS CLEAN UP AND REMOVAL

This policy specifically excludes asbestos materials clean-up or removal, unless asbestos is itself damaged by a peril covered by this policy, then asbestos clean up or removal within the damaged area, and applicable time element coverages, will be covered by this policy.

In no event will coverage be extended to cover undamaged asbestos, including undamaged asbestos in any portion of the building mandated by any governmental direction or request declaring that asbestos material present in any undamaged portion of the Named Insured's property must be removed or modified, or;

any loss or expense including investigation or defense costs, caused by, resulting from, or arising out of asbestos, exposure to asbestos, or any product containing asbestos, or;

any loss or expense normally provided by demolition, increased cost or building ordinance.

The Named Insured must report to Underwriters the existence of the damage as soon as practicable after the loss. However, this Policy does not insure any such damage first reported to the Underwriters more than 36 (thirty six) months after the expiration, or termination, of this policy.

16. PROTECTION AND PRESERVATION OF PROPERTY

In the event of loss likely to be covered by this Policy, the Named Insured shall endeavor to protect covered property from further damage and shall separate the damaged and undamaged personal property and store in the best possible order, and shall furnish a complete inventory of the destroyed, damaged and undamaged property to the Insurer.

In case of actual or imminent physical loss or damage of the type insured against by this Policy, the expenses incurred by the Named Insured in taking reasonable and necessary actions for the temporary protection and preservation of property insured hereunder shall be added to the total physical loss or damage otherwise recoverable under the Policy and be subject to the applicable deductible and without increase in the limit provisions contained in this Policy.

17. LEASEHOLD INTEREST

In the event of physical loss or damage of the type insured against by this Policy to real property of the type insured this Policy, which is leased by the Named Insured, this Policy is extended to cover:

(1) If as a result of such loss or damage the property becomes wholly untenantable or unusable and the lease agreement requires continuation of the rent, the Company shall indemnify the Named Insured for the actual rent payable for the unexpired term of the lease; or

(2) If as a result of such loss or damage the property becomes partially untenantable or unusable and the lease agreement requires continuation of the rent, the Company shall indemnify the Named Insured for the proportion of the rent applicable thereto; or

(3) If as a result of such loss or damage the lease is cancelled by the lessor pursuant to the lease agreement or by operation of law, the Company shall indemnify the Named Insured for its Lease Interest for the first three months following such loss or damage and for its Net Lease Interest for the remaining unexpired term of the lease;

provided, however, that the Company shall not be liable for any increase in the amount recoverable hereunder resulting from the suspension, lapse or cancellation of any license, or from the Named Insured exercising an option to cancel the lease; or from any act or omission of the Named Insured which constitutes a default under the lease; and provided further that the Named Insured shall use any suitable property or service owned or controlled by the Named Insured or obtainable from another source to reduce the loss hereunder.

The following definitions shall apply to this coverage:

(1) Lease Interest means the excess rent paid for the same or similar replacement property over actual rent payable plus cash bonuses or advance rent paid

(including any maintenance or operating charges) for each month during the unexpired term of the Named Insured's lease.

(2) Net Lease Interest means that sum which placed at 8% interest compounded annually would equal the Lease Interest (less any amounts otherwise payable hereunder).

18. AUTOMATIC ACQUISITION AND REPORTING CONDITIONS

This Policy is automatically extended to insure additional property and/or interests as described in this Policy, which may be acquired or otherwise become at the risk of the Named Insured during the Policy Term, within the United States of America, subject to the values of such additional property and/or interests not exceeding USD25,000,000 or Named Insured's Policy Limit of Liability if less than USD25,000,000 any one acquisition. Additionally a sub-limit of $2,500,000 applies to Tier 1 Wind counties, parishes and independent cities for 60 days for the states of Virginia, North Carolina, South Carolina, Georgia, Alabama, Mississippi, Louisiana, Texas and/or situated anywhere within the states of Florida and Hawaii.

If Flood coverage is purchased for all scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V. In the event that coverage for Flood for any location situated in Flood Zones A or V is required, it is to be agreed by the Company prior to attachment hereunder.

This coverage extension does not apply to the peril of Earthquake Shock in the States of California, or Alaska except as follows:

(1) At Policy annual inception, for those Named Insureds that purchase the earthquake shock peril only, per the sub-limit that appears on the Declaration Page, automatic coverage applies for the peril of earthquake shock for a period of 30 days from date of contractual requirement by any bond, certificate of participation or any similar investment, for any new locations where there is such a contractual requirement to provide earthquake shock coverage. Otherwise there is no Automatic Coverage for Earthquake Shock for any other new locations in California or Alaska.

In the event of coverage being required for additional property and/or interest where the value exceeds USD25,000,000 or Named Insured's Policy Limit of Liability if less than USD25,000,000 any one acquisition details of said property and/or interest are to be provided to the Company for its agreement not later than one hundred twenty (120) days from the date of the said additional property and/or interest have become at the risk of the Named Insured, this Policy providing coverage automatically for such period of time up to a maximum limit of USD40,000,000 for combustible construction (USD50,000,000 for non-combustible construction).

After the reporting of a location added under automatic acquisition, the Company retains the right to determine acceptability of all such property(ies). Additional premium will be calculated from the date of acquisition, if values are in excess of USD25,000,000.

In the event that the Named Insured fails to comply with the above reporting provision, then coverage hereunder is sub-limited to USD25,000,000 any one occurrence.

Additional, or return premium due for endorsements issued during the policy term,

such as those for additions or deletions of values within or greater than as that which is provided in any "Automatic Acquisition sub-limit" (including those for existing Named Insureds or new Named Insureds to the Tribal program) will be processed on a quarterly basis. Issuance of the endorsements and calculation of pro-rata or return premium, for these changes will be processed as of, and at the time of the transaction.

19. MISCELLANEOUS UNNAMED LOCATIONS

Coverage is extended to include property at locations (including buildings, or structures, owned, occupied or which the Named Insured is obligated to maintain insurance) located within the territorial limitations set by this Policy. Coverage provided by this clause is limited to any sub-limit noted on the Declaration Page attached to this form, and by terms and conditions of this policy form. This coverage extension does not apply to the peril of Earthquake in the states of California or Alaska. If Flood coverage is purchased for scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V.

20. ACCIDENTAL CONTAMINATION

This Policy is hereby extended to cover Business Interruption and Property Damage loss as a result of accidental contamination, discharge or dispersal from any source to Covered Property, including expenses necessarily incurred to clean up, remove and dispose of contaminated substances so as to restore the Covered Property to the same condition as existed prior to loss. The coverage provided is sub-limited to USD as per Declaration Page.

If such contamination or dispersal is itself caused by fire, lightning, impact from aircraft, explosion, riot, civil commotion, smoke, collapse, vehicles, windstorm, hail, vandalism, malicious mischief or leakage and accidental discharge from automatic fire protective systems whereupon this extension shall provide coverage up to full limit of liability provided by this Policy.

For the purposes of this Accidental Contamination clause only, the term "Covered Property", as covered by this Policy, is held to include Land (and Land Values) on which Covered Property is located, whether or not the same are excluded by this Policy.

It is further understood and agreed that this coverage clause shall not override anything contained in Asbestos Clean Up and Removal in this Policy.

C. PROPERTY NOT COVERED

Except as for that which may be provided as an Extension of Coverage, this policy does not cover:

1. Aircraft, vehicles, watercraft over 50 feet in length (other than watercraft held for sale by the Named Insured), and rolling stock, except scheduled watercraft, and rolling stock, light rail vehicles, subway trains and related track maintenance vehicles for light rail and subway lines.

2. Standing timber, bodies of water, growing crops.

3. Land, (including land on which covered property is located), and land values (except athletic fields, landscaping, artificial turf, sand traps, tees and greens).

4. Property in due course of ocean marine transit.

5. Shipment by mail after delivery into the custody of the United States Post Office.

6. Power transmission lines, feeder lines and more than 1,000 feet from the premises of the Named Insured unless scheduled and specifically approved by the Company.

7. Underground pipes more than 1,000 feet from the premises of the Named Insured unless scheduled and specifically approved by the Company.

8. Offshore property, oilrigs, underground mines, caverns and their contents. Railroad track is excluded unless values have been reported by the Named Insured.

D. LOSS PAYMENT BASIS / VALUATION

In case of loss to property of a Named Insured covered hereunder, the basis of adjustment shall be as of the time and place of loss as follows:

1. On all real and personal property, including property of others in the care or control of the Named Insured at the replacement cost (as defined below) at the time of the loss without deduction for depreciation. If property is not replaced within a reasonable period of time, then the actual cash value shall apply.

2. On improvements and betterments at the replacement cost at time of loss without deduction for depreciation. If property is not repaired or replaced within a reasonable period of time, then the actual cash value shall apply. If replaced or repaired by others for the use of the Named Insured, there shall be no liability hereunder. The Company agrees to accept and consider the Named Insured as sole and unconditional owner of all improvements and betterments, any contract or lease the Named Insured may have made to the contrary notwithstanding.

3. On manuscripts, mechanical drawings, patterns, electronic data processing media, books of accounting and other valuable papers, the full replacement cost of the property at the time of loss (including expenses incurred to recreate the information lost, damaged or destroyed, except as may be limited by any separate policy provision) or what it would then cost to repair, replace or reconstruct the property with other of like kind and quality. If not repaired, replaced or reconstructed within a reasonable period of time, then not to exceed the cost of blank or unexposed material.

4. On antique, restored or historical buildings, the cost of acquisition, relocation to the site and renovation or reconstruction. In the event of a partial loss, replacement cost for antique, restored or historical buildings shall mean the cost of repairing, replacing, constructing or reconstructing (whichever is less) the property on the same site using materials of like kind and quality necessary to preserve or maintain a buildings' historical significance without deduction for depreciation.

5. On property of others for which the Named Insured is liable under contract or lease agreement the Company's liability in the event of loss is limited to the Named Insured's obligation as defined in said contract or lease agreement but not to exceed the replacement cost.

6. On library contents, at replacement cost, or as follows, whichever is greater:

Category	**Value (per item)**	
Juvenile Materials	USD	49.62
Pamphlets	USD	6.38
Magazines	USD	12.87
Fiction	USD	24.00
Non-Fiction	USD	86.40
Dictionary	USD	125.75
Encyclopedia	USD	300.96
Thesaurus	USD	46.42
Reference (other)	USD	120.77
Abstracts	USD	295.74
Textbook	USD	109.40
Art Books	USD	65.16
Film	USD	290.15
Book/Diskette	USD	109.54
Vinyl Records	USD	87.50
DVD/VHS	USD	58.03
Audio Cassette	USD	31.91
Compact Discs	USD	25.47
CD ROM	USD	41.21
Audio Books	USD	78.05
Medical Atlas	USD	186.47
Technical Law	USD	158.24
Nanotechnology	USD	182.73
Biotechnology	USD	172.90

The above valuation is predicated on the values provided by the Library of Congress Dewey Decimal system and adjusted for inflation.

The figures above do not include the "shelving cost" of each book. Therefore, the formula for adjusting a library contents loss is:

"Number of items in a category that are replaced multiplied by the valuation figure plus associated shelving costs".

The actual cost per item in the final adjustment is to be computed as of the time and place of loss or damage.

7. Animals: The stated value as per schedule on file with the Named Insured.

8. Landscaping, artificial turf, sand traps, tees, putting greens and athletic fields; the actual replacement cost of sod, shrubs, sand, plants and trees; however the Company's liability for replacement of trees, plants and shrubs will be limited to the actual size of the destroyed plant, tree or shrub at the time of the loss up to a maximum size of 25 gallons per item but not to exceed USD 25,000 per item.

   For the purpose of determining coverage under this policy landscaping, trees, plants and shrubs are only insured if their position and planting was undertaken by human agency for cosmetic effect.

The aforementioned valuations shall also be used for the purpose of any minimum earned premium and/or quarterly adjustments incurred.

Wherever the term "actual cash value" is used as respects real property or improvements and betterment's in this clause, or elsewhere herein, it shall mean replacement cost less depreciation.

"Replacement Cost" shall mean the cost of repairing, replacing, constructing or reconstructing (whichever is the least) the property on the same site, using new materials of like kind and quality and for like occupancy without deduction for depreciation, subject to the following:

(i) Until the property is actually repaired, replaced or reconstructed, the maximum amount recoverable shall be the actual cash value of the lost or damaged property;

(ii) Replacement shall be effected by the Named Insured with due diligence and dispatch;

(iii) Replacement need not be on same site, or of same or similar construction or occupancy provided that the Company shall not be liable for any additional costs that are directly attributable to the inclusion of this provision.

(iv.) For historical buildings as more specifically defined in this Section.

(v.) In no event shall the Company's liability exceed the amount actually and necessarily expended in repairing or replacing (whichever is less) Covered Property or any part thereof.

It is understood and agreed that as respects replacement cost, the Named Insured shall have the option of replacement with electrical and mechanical equipment having technological advantages and/or representing an improvement in function and/or forming part of a program of system enhancement provided that such replacement can be accomplished without increasing the Company's liability. The Company shall be allowed to dispose of, as salvage, any non-proprietary property deemed unusable by the Named Insured.

In the event the Named Insured should fail to comply with any of the foregoing provisions settlement shall be made as if this Replacement Cost provision had not been in effect.

SECTION III

BUSINESS INTERRUPTION, EXTRA EXPENSE & RENTAL INCOME

Subject to the terms, conditions and exclusions stated elsewhere herein, this Policy provides coverage for:

A. COVERAGE

1. BUSINESS INTERRUPTION

Against loss resulting directly from interruption of business, services or rental value caused by direct physical loss or damage, as covered by this Policy to real and/or personal property insured by this Policy, occurring during the term of this Policy.

In the event of such loss or damage the Company shall be liable for the actual loss sustained by the Named Insured for gross earnings as defined herein and rental value as defined herein resulting from such interruption of business, services, or rental value; less all charges and expenses which do not necessarily continue during the period of restoration. Due consideration shall be given to the continuation of normal charges and expenses including ordinary payroll expenses to the extent necessary to resume operations of the Named Insured with the same quality of service which existed immediately preceding the loss.

Ordinary payroll means payroll expenses for the Named Insured's employees EXCEPT: officers, executives, department managers, employees under contract, or additional exemptions such as specific job classes or specific employees. Ordinary payroll expenses does include payroll, employee benefits (if directly related to payroll), FICA (employers portion), union dues, and workers' compensation premiums.

With respect to business interruption for power generation facilities, the coverage provided hereunder is sub-limited to USD as per Declaration Page.

2. EXTRA EXPENSE

This Policy is extended to cover the necessary and reasonable extra expenses occurring during the term of this Policy at any location as hereinafter defined, incurred by the Named Insured in order to continue as nearly as practicable the normal operation of the Named Insured's business following damage to or destruction of covered property by a covered peril which is on premises owned, leased or occupied by the Named Insured. In the event of such damage or destruction, the Company shall be liable for such necessary extra expense incurred for only such length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair or replace such part of the property as has been damaged or destroyed commencing with the date of damage or destruction and not limited by the date of expiration of this Policy (hereinafter referred to as the period of restoration).

B. EXTENSIONS OF COVERAGE

1. INGRESS / EGRESS

This Policy is extended to insure the actual loss sustained during the period of time not exceeding 30 days, when as a direct result of physical loss or damage caused by a covered peril(s) specified by this Policy and occurring at property located within a 10 mile radius of covered property, ingress to or egress from the covered property covered by this Policy is prevented. Coverage under this extension is subject to a 24-hour waiting period.

2. INTERRUPTION BY CIVIL AUTHORITY

This Policy is extended to include the actual loss sustained by the Named Insured, as covered hereunder during the length of time, not exceeding 30 days, when as a direct result of damage to or destruction of property by a covered peril(s) occurring at a property located within a 10 mile radius of covered property, access to the covered property is specifically prohibited by order of a civil authority. Coverage under this extension is subject to a 24-hour waiting period.

3. DEMOLITION AND INCREASED TIME TO REBUILD

The Company shall, in the case of loss covered under this Policy, be liable also for loss to the interest covered by the Policy, occasioned by the enforcement of any local or state ordinance or law regulating the construction, repair or demolition of buildings or structures and in force at the time such loss occurs, which necessitates the demolition of any portion of the described building(s) not damaged by the covered peril(s). The Company shall also be liable for loss due to the additional period of time required for repair or reconstruction in conformity with the minimum standards of such ordinance or law of the building(s) described in this Policy damaged by a covered peril.

THE COMPANY SHALL NOT BE LIABLE UNDER THIS CLAUSE FOR:

a. More than the limit of liability as shown elsewhere in this Policy.

b. Any greater proportion of any loss to the interest covered by this Policy than the amount covered under this Policy on said interest bears to the total insurance and coverage on said interest, whether all such insurance contains this clause or not

4. CONTINGENT TIME ELEMENT COVERAGE

Business interruption, rental income, and extra expense coverage provided by this Policy is extended to cover loss directly resulting from physical damage to property of the type not otherwise excluded by this Policy at direct supplier or direct customer locations that prevents a supplier of goods and/or services to the Named Insured from supplying such goods and/or services, or that prevents a recipient of goods and/or services from the Named Insured from accepting such goods and/or services. The coverage provided by this clause separately as respects each of these coverage's is sub-limited to USD as per Declaration Page.

5. TAX REVENUE INTERRUPTION

Except as hereinafter or heretofore excluded, this Policy insures against loss resulting directly from necessary interruption of sales, property or other tax revenue including, but not limited to Tribal Incremental Municipal Services Payments collected by or due the Named Insured caused by damage, or destruction by a peril not excluded from this Policy to property which is not operated by the Named Insured and which wholly or partially prevents the generation of revenue for the account of the Named Insured.

The Company shall be liable for the actual loss sustained for only the length of time as would be required with exercise of due diligence and dispatch to rebuild, replace or repair the contributing property commencing with the date of damage to the contributing property, but not limited by the expiration date of this Policy.

If the Named Insured has reported Tax Revenue Interruption values for which premium has been charged, such loss recovery after deductible shall be limited to whichever is the least of:

1. The sub-limit USD3,000,000 insured on the Policy;
2. The actual loss sustained.
3. The difference in amount between 97.5% of the anticipated revenue and the actual total revenue after the loss.

If the Named Insured has not reported Tax Revenue Interruption values, such loss recovery after deductible shall be limited to whichever is the least of:

1. The actual loss sustained;
2. USD100,000 per occurrence.

DEDUCTIBLE: Each loss or series of losses arising out of one event at each location shall be adjusted separately and from the aggregate amount of all such losses 2.50% of the annual revenue value shall be deducted.

6. EXTENDED PERIOD OF INDEMNITY

Business interruption including rental income, tax interruption, tuition income and extra expense coverage provided by this Policy is extended for the additional length of time required to restore the business of the Named Insured to the condition that would have existed had no loss occurred commencing on either;

a. the date on which the Company's liability would otherwise terminate or;

b. the date on which rebuilding, repairing or replacement of such property as has been lost, damaged or destroyed is actually completed, whichever is later.

The Company's liability shall terminate no later than **180 (one hundred and eighty) days** from the commencement date set forth above, unless a different time period is agreed to by the Company through an endorsement to this policy.

7. EXPENSES TO REDUCE LOSS

This Policy also covers such expenses as are necessarily incurred for the purpose of reducing loss under this section (except incurred to extinguish a fire); but in no event to exceed the amount by which loss is thereby reduced.

C. EXCLUSIONS

1. The Company shall not be liable for any increase of loss which may be occasioned by the suspension, lapse, or cancellation of any lease or license, contract or order, unless such suspension, lapse, or cancellation results directly from the interruption of business caused by direct physical loss or damage covered by this policy and, then the Company shall only be liable for such loss as affects the Named Insured's earnings during and limited to, the period of indemnity covered under this Policy.

2. With respect to loss resulting from damage to or destruction of media for, or programming records pertaining to, electronic data processing or electronically controlled equipment, including data thereon, by the perils insured against, the length of time for which the Company shall be liable hereunder shall not exceed:

   i. Thirty (30) consecutive calendar days or the time required with exercise of due diligence and dispatch to reproduce the data thereon from duplicates or from originals of the previous generation, whichever is less; or,

   ii. the length of time that would be required to rebuild, repair or replace such other property herein described as has been damaged or destroyed, but not exceeding eighteen (18) calendar months, whichever is the greater length of time.

D. CONDITIONS APPLICABLE TO THIS SECTION

If the Named Insured could reduce the loss resulting from the interruption of business:

1. by complete or partial resumption of operation of the property whether or not such property be lost or damaged, or;
2. by making use of merchandise or other property at the Named Insured's location or elsewhere;

such reduction shall be taken into account in arriving at the amount of the loss hereunder.

E. DEFINITIONS

1. GROSS EARNINGS

"Gross Earnings" is defined as the sum of:

a. total net sales and;

b. other earnings derived from the operation of the business

less the cost of;

c. merchandise sold including packaging materials and;

d. materials and supplies consumed directly in supplying the service(s) sold by the Named Insured, and;

e. service(s) purchased from outside (not employees of the Named Insured) for resale that does not continue under contract.

No other cost shall be deducted in determining gross earnings.

In determining gross earnings, due consideration shall be given to the experience of the business before the date of loss or damage and the probable experience thereafter, had no loss occurred.

In the event that Real and/or Personal Property that does not normally produce an income sustain damage covered under this policy, the actual recovery under this policy shall be the continuing fixed charges and expenses directly attributable to such non-productive property.

2. MERCHANDISE

Shall be understood to mean, goods kept for sale by the Named Insured, which are not the products of manufacturing operations conducted by the Named Insured.

3. EXTRA EXPENSE

The term "extra expense", whenever used in this Policy, is defined as the excess (if any) of the total cost incurred during the period of restoration chargeable to the operation of the Named Insured's business over and above the total cost that would normally have been incurred to conduct the business during the same period had no damage or destruction occurred. Any salvage value of property obtained for temporary use during the period of restoration, which remains after the resumption of normal operations, shall be taken into consideration in the adjustment of any loss hereunder.

4. RENTAL VALUE

The term "rental value" is defined as the sum of:

a. the total anticipated gross rental income from tenant occupancy as furnished and equipped by the Named Insured, and;

b. the amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be obligations of the Named Insured, and;

c. the fair rental value of any portion of said property which is occupied by the Named Insured, and;

d. any amount in excess of a., b. and c. (above) which an obligation due under the terms and conditions of any revenue bond, certificate of participation or other financial instrument.

In determining rental value, due consideration shall be given to the experience before the date of loss or damage and the probable experience thereafter had no loss occurred.

5. PERIOD OF RESTORATION

The period during which business interruption and or rental interruption applies will begin on the date direct physical loss occurs and interrupts normal business operations and ends on the date that the damaged property should have been repaired, rebuilt or replaced with due diligence and dispatch, but not limited by the expiration of this policy.

SECTION IV
GENERAL CONDITIONS

A. PERILS COVERED

Subject to the terms, conditions and exclusions stated elsewhere herein, this Policy provides insurance against all risk of direct physical loss or damage occurring during the period of this Policy.

B. EXCLUSIONS

This Policy does not insure against any of the following:

1. Loss or damage caused by or resulting from moths, vermin, termites, or other insects, inherent vice, latent defect, faulty materials, error in design, faulty workmanship, wear, tear or gradual deterioration, rust, corrosion, wet or dry rot, unless physical loss or damage not otherwise excluded herein ensues and then only for such ensuing loss, or damage.

2. Physical loss or damage by normal settling, shrinkage or expansion in building or foundation.

3. Delay or loss of markets (this exclusion shall be inapplicable to the extent inconsistent with any time element coverage provided elsewhere herein).

4. Breakdown or derangement of machinery and/or steam boiler explosion, unless physical loss or damage not otherwise excluded herein ensues and then only for such ensuing loss.

5. Loss or damage caused by or resulting from misappropriation, conversion, inventory shortage, unexplained disappearance, infidelity or any dishonest act on the part of the Named Insured, it's employees or agents or others to whom the property may be entrusted (bailees and carriers for hire excepted) or other party of interest.

6. Loss or damage caused by or resulting from electrical injury or disturbance from artificial causes to electrical appliances, devices of any kind or wiring, unless physical loss or damage not otherwise excluded herein ensues and then only for such ensuing loss. This exclusion does not apply to data processing equipment or media.

7. Loss or damage to personal property resulting from shrinkage, evaporation, loss of weight, leakage, breakage of fragile articles, marring, scratching, exposure to light or change in color, texture or flavor, unless such loss is caused directly by fire or the combating thereof, lightning, windstorm, hail, explosion, strike, riot, or civil commotion, aircraft, vehicles, breakage of pipes or apparatus, sprinkler leakage, vandalism and malicious mischief, theft, attempted theft, flood or earthquake shock. (Earthquake Shock, and Flood, in the states of Alaska or California shall only apply to locations that are scheduled for Earthquake Shock and Flood).

8. Loss or damage caused by rain, sleet or snow to personal property in the open (except in the custody of carriers or bailees for hire).

9. Loss caused directly or indirectly, by:

   a. War, hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack

      i. by any government or sovereign power (de jure or de facto), or by any Authority maintaining or using military, naval or air forces; or
      ii. by military, naval or air forces; or
      iii. by an agent of any such government, power, authority or forces;

   b. any weapon of war employing atomic fission or radioactive force whether in time of peace or war;

   c. insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental Authority or hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

10. Nuclear reaction or nuclear radiation or radioactive contamination from any cause, all whether direct or indirect, controlled or uncontrolled, proximate or remote, or is contributed to or aggravated by a Covered Cause of Loss. However:

   a. If fire not otherwise excluded results, the Company shall be liable for the direct physical loss or damage by such resulting fire, but not including, any loss or damage due to nuclear reaction, nuclear radiation, or radioactive contamination, and

   b. This Policy does insure against physical loss or damage caused by sudden and accidental radioactive contamination, including resultant radiation damage, from material used or stored or from processes conducted on the Named Insured premises, provided that, at the time of such loss or damage, there is neither a nuclear reactor nor any new or used nuclear fuel on the Named Insured premises

11. As respects course of construction, the following exclusions shall apply:

   a. The cost of making good: faulty or defective workmanship, materials, construction and/or design, but this exclusion shall not apply to damage by a peril not excluded resulting from such faulty or defective workmanship, materials, construction and/or design.

   b. The cost of non-compliance of, or delay in completion of contract.

   c. The cost of non-compliance with contract conditions.

   d. Contractors' equipment or tools not a part of or destined to become a part of the installation.

12. Loss or damage caused by Earthquake Shock unless a limit is shown on the Declarations for Earthquake Shock this exclusion will apply.

13. Loss or damage caused by Flood unless a limit is shown on the Declarations for Flood this exclusion will apply.

14. Loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

    a) the recognition, interpretation, calculation, comparison, differentiation, sequencing or processing of data involving one or more dates or times, by any computer system, hardware, program or software, or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Named Insured or not; or

    b) any change, alteration, correction or modification involving one or more dates or times, to any such computer system, hardware, program or software, or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Named Insured or not.

    Except as provided in the next paragraph, this Electronic Date Recognition Clause shall apply regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

    If direct physical loss or damage not otherwise excluded by this Policy results, then subject to all its terms and conditions, this Policy shall be liable only for such resulting loss or damage. Such resulting loss or damage shall not include physical loss or damage to data resulting directly from a) or b) above, nor the cost, claim or expense, whether preventative, remedial, or otherwise, arising out of or relating to any change, alteration, correction or modification relating to the ability of any damaged computer system, hardware, program or software, or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment to recognize, interpret, calculate, compare, differentiate sequence or process any data involving one or more dates or times.

15. Loss or damage in the form of, caused by, arising out of, contributed to, or resulting from fungus, mold(s), mildew or yeast; or any spores or toxins created or produced by or emanating from such fungus, mold(s), mildew or yeast;

    a) fungus includes, but is not limited to, any of the plants or organisms belonging to the major group fungi, lacking chlorophyll, and including mold(s), rusts, mildews, smuts and mushrooms;

    b) mold(s) includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce mold(s);

    c) spores means any dormant or reproductive body produced by or arising or emanating out of any fungus, mold(s), mildew, plants, organisms or microorganisms,

regardless of any other cause or event that contributes concurrently or in any sequence to such loss.

This exclusion shall not apply to any loss or damage in the form of, caused by, contributed to or resulting from fungus, mold(s), mildew or yeast, or any spores or toxins created or produced by or emanating from such fungus, mold(s), mildew or yeast which the Insured establishes is a direct result of a Covered Loss not otherwise excluded by the Policy, provided that such fungus, mold(s), mildew or yeast loss or damage is reported to the Company within twelve months from the expiration date of the Policy. Notwithstanding Section IV, Item R., Other Insurance, coverage provided under this paragraph shall apply as primary. Nothing herein contained shall be held to waive, vary, alter or extend any condition or provision of the policy other than as above stated.

16. Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

17. The following additional exclusions apply to animals covered under this Policy:

    a. Death of any animal(s) from natural causes.

    b. Death of any animal(s) that dies from an unknown cause unless:

        i. upon the death of such animal a post-mortem examination conducted on the animal by a licensed veterinarian, and if
        ii. the veterinarian's post-mortem report shows the cause of death to clearly fall within the coverages of this Policy.

    c. Death of any animal(s) as a result of surgical operation, including inoculation, unless the necessity for same arises from a loss otherwise covered by this Policy.

    d. The death or destruction of any animal(s) caused by, resulting from, or made necessary by physical injury caused by or resulting from the activities of the injured animal or other animals unless such death or destruction is the result of a loss otherwise covered by this Policy.

    e. The death of any animal(s) caused directly or indirectly by the neglect or abuse of the Named Insured, his agent, employees or bailees (carriers for hire excepted) unless such death is a result of a loss otherwise covered by this Policy.

    f. The loss by death of any animal(s) as a result of parturition or abortion.

    g. Loss resulting from depreciation in value caused by any animal(s) covered hereunder becoming unfit for or incapable of filling the function or duties for which it is kept, employed or intended unless such depreciation is a result of a loss otherwise covered by this Policy.

    h. Loss by destruction of any animal(s) on the order of the federal or any state government, or otherwise as a result of having contracted or been exposed to any contagious or communicable disease.

i. The removal or disposal of the remains of any animal(s) or the expense thereof unless such removal or disposal is the result of a loss otherwise covered by this Policy.

j. The loss of any animal(s) that has been unnerved (the term "unnerved" to be considered as meaning the operation of neurotomy for lameness.)

k. Any claim consequent upon delay, deterioration, or loss of use or loss of market arising from an event covered by this Policy.

18. Loss, damage, costs or expenses in connection with any kind or description of seepage and/or pollution and/or contamination, direct or indirect, arising from any cause whatsoever. Except as provided in Section II Property Damage, B. Extension of Coverage, 21. Accidental Contamination.

Nevertheless if fire is not excluded from this Policy and a fire arises directly or indirectly from seepage and/or pollution and/or contamination, any loss or damage covered under this Policy arising directly from that fire shall, (subject to the terms, conditions and limitations of the Policy) be covered.

However, if the covered property is the subject of direct physical loss or damage for which the Company has paid or agreed to pay, then this Policy (subject to its terms, conditions and limitations) insures against direct physical loss or damage to the property covered hereunder caused by resulting seepage and/or pollution and/or contamination.

The Named Insured shall give notice to the Company of intent to claim **NO LATER THAN TWELVE (12) MONTHS AFTER THE DATE OF THE ORIGINAL PHYSICAL LOSS OR DAMAGE.**

Notwithstanding the provisions of the preceding exclusions or any provision respecting seepage and/or pollution and/or contamination, and/or debris removal and/or cost of clean up in the Policy, in the event of direct physical loss or damage to the property covered hereunder, this Policy (subject otherwise to its terms, conditions and limitations, including but not limited to any applicable deductible) also insures, within the sum covered:

(a) expenses reasonably incurred in removal of debris of the property hereunder destroyed or damaged from the premises of the Named Insured; and/or;
(b) cost of clean up at the premises of the Named Insured made necessary as a result of such direct physical loss or damage;

PROVIDED that this Policy does not insure against the costs of decontamination or removal of water, soil or any other substance on or under such premises.

19. **AUTHORITIES EXCLUSION**

Fines, penalties or cost incurred or sustained by the Named Insured or imposed on the Named Insured at the order of any Government Agency, Court or other Authority, in connection with any kind or description of environmental impairment including seepage or pollution or contamination from any cause.

20. The following exclusion applies to Terrorism:

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

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

C. STATUTES

If any of the articles of this Policy conflict with the laws or statutes of any jurisdictions in which this Policy applies this Policy is amended to conform to such laws or statutes.

D. TERRITORIAL LIMITS

This Policy insures Real and Personal Property within the United States of America. Personal Property is extended to Worldwide coverage. The coverage provided by this clause for Personal Property is sub-limited to USD as per Declaration Page.

E. REINSTATEMENT

Any reduction in the amount insured hereunder due to payment of any loss or losses shall be automatically reinstated for the balance of the term of this contract except as respects to the perils of Earthquake Shock and Flood.

F. FREE ON BOARD (F.O.B.) SHIPMENTS

The Company shall be liable for the interest of the Named Insured at sole option of the Named Insured, the interest of the consignee in merchandise, which has been sold by the Named Insured under terms of F.O.B. point of origin or other terms usually regarded as terminating shippers' responsibility short of point of delivery.

G. BREACH OF CONDITIONS

If any breach of a clause, condition or warranty of this Policy shall occur prior to a loss affected thereby under this Policy, such breach shall not void the Policy nor avail the Company to avoid liability unless such breach shall exist at the time of such loss under this contract or Policy, and be a contributing factor to the loss for which claim is presented hereunder, it being understood that such breach of clause or condition is applicable only to the property affected thereby. Notwithstanding the foregoing, if the Named Insured establishes that the breach, whether contributory or not, occurred without its knowledge or permission or beyond its control, such breach shall not prevent the Named Insured from recovering under this Policy.

H. PERMITS AND PRIVILEGES

Anything in the printed conditions of this Policy to the contrary notwithstanding, permission is hereby granted:

1. to maintain present hazards and hazards which are consistent with the current operation of insured facilities;
2. to make additions, alterations, extensions, improvements and repairs, to delete, demolish, construct and reconstruct, and also to include all materials, equipment and supplies incidental to the foregoing operations of the property covered hereunder, while in, on and/or about the premises or adjacent thereto;
3. for such use of the premises as usual and/or incidental to the business as conducted therein and to keep and use all articles and materials usual and/or incidental to said business in such quantities as the exigencies of the business require;

This Policy shall not be prejudiced by:

1. any error in stating the name, number, street, or location of any building(s) and contents covered hereunder, or any error or omission involving the name or title of the Named Insured;
2. any act or neglect of the owner of the building, if the Named Insured hereunder is not the owner, or of any occupant of the within described premises other than the Named Insured, when such act or neglect is not within the control of the Named Insured, named herein; or
3. by failure of the Named Insured to comply with any of the warranties or conditions endorsed hereon in any portion of the premises over which the Named Insured has no control.

I. PROTECTIVE SAFEGUARDS

The Named Insured shall exercise due diligence in maintaining in complete working order all protective safeguard equipment and services.

J. NOTICE OF LOSS

In the event of loss or damage insured against under this Policy, the Named Insured shall give notice thereof to Tribal First, P.O. Box 609015, San Diego, CA 92160, Phone: 858-505-4022, Fax: 619-699-0929, of such loss. Such notice is to be made as soon practicable upon knowledge within the risk management or finance division of the insured that a loss has occurred.

K. ARBITRATION OF VALUE

In case the Named Insured and the Company shall fail to agree as to the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraisers selected. The appraiser shall first select a competent and disinterested umpire, and failing to agree upon such umpire, then, on request of the Named Insured or the Company such umpire shall be selected by judge of a court of record in the state in which the property covered is located.

The appraisers shall as soon as practicable, appraise the loss stating separately the loss of each item and failing to agree, shall submit their differences only to the umpire. An award in writing so itemized, of any two appraisers when filed with the Company shall determine the amount of loss. The party selecting him shall pay each appraiser and the expenses of appraisal and umpire shall be paid by the parties equally.

L. PROOF OF LOSS

The Named Insured shall render a signed and sworn proof of loss as soon as practical after the occurrence of a loss, stating the time, place and cause of loss, the interest of the Named Insured and of all others in the property, the value thereof and the amount of loss or damage thereto.

M. SUBROGATION

In the event of any loss payment under this Policy, the Company, shall be subrogated to all the Named Insured's rights of recovery thereof against any person or organization and the Named Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights.

As respects subrogation it is agreed that, after expenses incurred in subrogation are deducted, the Named Insured and the Company shall share proportionately to the extent of their respective interests as determined by the amount of their net loss. Any amount thus found to be due to either party from the other shall be paid promptly.

Notwithstanding the above wording, the Named Insured has the right to enter into an agreement that releases or waives the Named Insured's right to recovery against third parties responsible for the loss if made before the loss occurred.

N. CANCELLATION

This Policy may be cancelled by the Named Insured at any time by written notice or surrender of this Policy. This Policy may also be cancelled by or on behalf of the Company by delivering to the Named Insured or by mailing to the Named Insured, by registered, certified or other first class mail at the Named Insured's address as shown in this Policy, written notice, not less than ninety (90) days prior to the effective date of cancellation. The mailing of such notice as aforesaid shall be sufficient proof and this Policy and shall terminate at the date and hour specified in such notice. Notwithstanding what has been stated above, however, should this Policy be cancelled for non-payment of assessment, the Company shall only be required to give the Named Insured ten (10) days notice.

If this insurance in total shall be cancelled by the Named Insured, the Company shall retain the customary short rate proportion of the premium hereon. If the Company elects to cancel coverage mid-term, then such cancellation shall be handled on a pro-rata basis without short rate penalty.

In the event of cancellation the aggregate retention and specific limit amount shall be applied pro rata with the balance, if any, to be paid to the Named Insured.

Payment or tender of any unearned premium by the Company shall not be condition precedent to the effectiveness of cancellation but such payment shall be made forthwith.

Cancellation shall not affect coverage on any shipment in transit on date of cancellation. Coverage will continue in full force until such property is safely delivered and accepted at place of final destination.

It is understood and agreed that if the Named Insured cancels this Policy, the Policy is subject to 25% minimum earned premium regardless of the length of time coverage is in force.

O. ABANDONMENT

There shall be no abandonment to the Company of any property.

P. ASSIGNMENT

Assignment or transfer of this Policy shall not be valid except with the written consent of the Company.

Q. SALVAGE

When, in connection with any loss hereunder, any salvage is received prior or subsequent to the payment of such loss, the loss shall be figured on the basis on which it would have been settled had the amount of salvage been known at the time the loss was originally determined. The salvage value will be deducted from the claim or returned to the Company.

R. OTHER INSURANCE

Permission is hereby granted to the Named Insured to carry more specific insurance on any property covered under this Policy. This Policy shall not attach or become insurance upon any property which at the time of loss is more specifically described and covered under any other policy form until the liability of such other insurance has first been exhausted and shall then cover only the excess of value of such property over and above the amount payable under such other insurance, whether collectible or not. This Policy, subject to its conditions and limitations, shall attach and become insurance upon such property as respects any peril not covered by such other insurance and not otherwise excluded herein.

In the event of a loss that is covered by other insurance, wherein this Policy is excess of any amount paid by such other insurer, the other insurance shall be applied to the deductible amount stated elsewhere. Should the amount paid by such other insurance exceed these deductibles, no further deductibles shall be applied under this Policy.

S. EXCESS INSURANCE

Permission is granted for the Named Insured to maintain excess insurance over the limit of liability set forth in this Policy without prejudice to this Policy and the existence of such insurance, if any, shall not reduce any liability under this Policy. Also it is understood and agreed as respects earthquake shock or flood, that in the event of reduction or exhaustion of the aggregate limits of liability under the underlying Policy(s) by reason of loss(es) hereunder, this Policy shall:

1. in the event of reduction, pay out excess of the reduced underlying limit and
2. in the event of exhaustion, continue in force as the underlying Policy.

T. RIGHT TO REVIEW RECORDS FOLLOWING AN INSURED LOSS

The Named Insured as often as may be reasonably required, shall submit and so far as within their power, cause all other persons interested in the property or employees to submit to examination under oath by any person named by the Company relative to any and all matters in connection with a claim, and produce for examination all books of account, bills, invoices and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Company or their representatives and shall permit extracts and copies thereof to be made.

U. CONCEALMENT AND FRAUD

This entire Policy shall be void, if whether before or after a loss, the Named Insured has willfully concealed or misrepresented any material facts or circumstance concerning this Policy of the subject thereof, or the interest of the Named Insured therein, or in case of any fraud or false swearing by the Named Insured relating thereto.

V. FULL WAIVER

The terms and conditions of this form and any approved endorsements, supersede any policy jacket that may be attached hereto.

W. SUIT AGAINST COMPANY

No suit, action or proceeding for the recovery of any claim under this Policy shall be sustainable in any court of law or equity unless the Named Insured shall have complied with all the requirements of this Policy, nor unless the suit is commenced within twelve (12) months after the date that the Company has made its final offer of settlement or denial of the loss. However, that if under the laws of the jurisdiction in which the property is located such limitation is invalid, then any such claims shall be void unless such action, suit or proceedings be commenced within the shortest limit of time permitted by the laws of such jurisdiction.

X. JOINT LOSS ADJUSTMENT – BOILER & MACHINERY

In the event of damage to or destruction of property, at a location designated in this Policy and also designated in a boiler and machinery insurance policy, and there is a disagreement between the Company and the Named Insured with respect to:

(1) Whether such damage or destruction was caused by a peril covered against by this Policy or by an accident covered against by such boiler and machinery insurance policy(ies) or

(2) The extent of participation of this Policy and of such boiler and machinery insurance policy in a loss that is covered against, partially or wholly, by one or all of said policy(ies).

The Company shall, upon written request of the Named Insured, pay to the Named Insured one-half of the amount of the loss which is in disagreement, but in no event more than the Company would have paid if there had been no boiler and machinery insurance policy(ies) in effect, subject to the following conditions:

(1) The amount of loss which is in disagreement after making provisions for any undisputed claims payable under the said policy(ies) and after the amount of the loss is agreed by the Named Insured and the Boiler and Machinery Insurer and the Company is limited to the minimum amount remaining payable under either the boiler and machinery insurance policy(ies).

(2) The boiler and machinery insurer(s) shall simultaneously pay to the Named Insured, one-half of the said amount, which is in disagreement.

(3) The payments by the Company and acceptance of the same by the Named Insured signify the agreement of the Company to submit to and proceed with arbitration within ninety (90) days of such payments:

The arbitrators shall be three (3) in number, one of whom shall be appointed by the boiler insurer(s) and one of whom shall be appointed by the Company hereon and the third appointed by consent of the other two, and the decision by the arbitrators shall be binding on the insurer(s) and the Named Insured and that judgment upon such award may be entered in any court of competent jurisdiction.

(4) The Named Insured agrees to cooperate in connection with such arbitration but not to intervene therein.

(5) This agreement shall be null and void unless the Policy of the boiler and machinery Insurer is similarly endorsed.

In no event shall an Insurer be obligated to pay more than their total single limit.

Y. JOINT LOSS ADJUSTMENT – EXCESS PROPERTY

In the event of damage to or destruction of property at a location designated in this Policy and also designated in an excess insurance policy(ies) and if there is disagreement between the insurers with respect to:

(1) whether such damage or destruction was caused by a single event or by multiple events or;

(2) the extent of participation of this Policy and any excess insurance policy in a loss covered against partially or wholly, by one of said Policy or policy(ies).

The Company shall, upon written request of the Named Insured, pay to the Named Insured one-half of the amount of the loss which is in disagreement, but in no event more than the Company would have paid if there had been no excess insurance or policy(ies) in effect, subject to the following conditions:

(1) the amount of loss which is in disagreement after making provisions for any undisputed claims payable under the said policy(ies) and after the amount of the loss is agreed by the Named Insured and the Company is limited to the minimum amount remaining payable under either the primary insurance policy or excess insurance policy(ies);

(2) the excess insurers shall simultaneously pay to the Named Insured one-half of the said amount which is in disagreement; and,

(3) the payments by the Company hereunder and acceptance of the same by the Named Insured signify the agreement of the Company to submit to and proceed with arbitration within ninety (90) days of such payments.

The arbitrators shall be three (3) in number, one of whom shall be appointed by the excess insurer(s) and one of whom shall be appointed by the Company and the third appointed by consent of the other two, and the decision by the arbitrators shall be binding on the Company and the Named Insured, and that judgment upon such award may be entered in any court of competent jurisdiction.

(4) The Named Insured agrees to cooperate in connection with such arbitration but not to intervene therein.

Z. LENDER'S LOSS PAYABLE

The following provisions (or equivalent) apply as required by "mortgages" and "lenders" to whom certificates of coverage have been issued.

1. Loss or damage, if any, under this policy, shall be paid to the Payee named on the first page of this policy, its successors and assigns, hereinafter referred to as "the Lender," in whatever form or capacity its interests may appear and whether said interest be vested in said Lender in its individual or in its disclosed or undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said Lender.

2. The insurance under this policy, or any rider or endorsement attached thereto, as to the interest only of the Lender, its successors and assigns, shall not be invalidated nor suspended: (a) by any error, omission, or change respecting the ownership, description, possession, or location of the subject of the insurance or the interest therein, or the title thereto; (b) by the commencement of foreclosure proceedings or the giving of notice of sale of any of the property covered by this policy by virtue of any mortgage or trust deed; (c) by any breach of warranty, act, omission, neglect, or non-compliance with any of the provisions of this policy, including any and all riders now or hereafter attached thereto, by the Named Insured, the borrower, mortgagor, trustor, vendee, owner, tenant, warehouseman, custodian, occupant, or by the agents of either or any of them or by the happening of any event permitted by them or either of them, or their agents, or which they failed to prevent, whether occurring before or after the attachment of this endorsement, or whether before or after a loss, which under the provisions of this policy of insurance or of any rider or endorsement attached thereto would invalidate or suspend the insurance as to the Named Insured, excluding here from, however, any acts or omissions of the Lender while exercising active control and management of the property.

3. In the event of failure of the Named Insured to pay any premium or additional premium which shall be or become due under the terms of this policy or on account of any change in occupancy or increase in hazard not permitted by this policy, the Company agrees to give written notice to the Lender of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lender hereunder that the Lender when so notified in writing by this Company of the failure of the Named Insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefore. If the Lender shall decline to pay said premium or additional premium, the rights of the Lender under this Lender's Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lender.

4. Whenever the Company shall pay to the Lender any sum for loss or damage under this policy and shall claim that as to the Named Insured no liability therefore exists, the Company, at its option, may pay to the Lender the whole principal sum and interest and other indebtedness due or to become due from the Named Insured, whether secured or unsecured, (with refund of all interest not accrued), and the Company, to the extent of such payment, shall thereupon receive a full assignment and transfer, without recourse, of the debt and all rights and securities held as collateral thereto.

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

For covered property in which both insured and a Loss Payee shown in the Schedule or in the Declaration Page have an insurable interest, the Company will:

1. Adjust losses with the Named Insured; and

2. Pay any claim for loss or damage jointly to the Named Insured and the Loss Payee, as interests may appear.

B. LENDER'S LOSS PAYABLE

1. The Loss Payee shown in the Schedule or in the Declaration Page is a creditor, including a mortgage holder or trustee, whose interest in Covered Property is established by such written instruments as:

   a. Warehouse receipts;
   b. A contract for deed;
   c. Bills of lading;
   d. Financing statements; or
   e. Mortgages, deeds of trust or security agreements.

2. For Covered Property in which both the Named Insured and a Loss Payee have an insurable interest:

   a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
   b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
   c. If the Company deny the Named Insured claim because of the insured act or because the Named Insured have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:

      (1) Pays any premium due under this Coverage Part at our request if the Named Insured have failed to do so;
      (2) Submits a signed, sworn proof of loss within 90 days after receiving notice from us of the Named Insured failure to do so; and
      (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

   All of the terms of this Coverage Part will then apply directly to the Loss Payee.

   d. If the Company pays the Loss Payee for any loss or damage and deny payment to the Named Insured because of the Named Insured acts or because the Named Insured have failed to comply with the terms of this Coverage Part:

      (1) The Loss Payee's rights will be transferred to us to the extent of the amount the Company pays; and
      (2) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, the Company may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, the Named Insured will pay the insured remaining debt to us.

3. If the Company cancels this policy, the Company will give written notice to the Loss Payee at least:

   a. Ten (10) days before the effective date of cancellation if the Company cancels for the insured non-payment of premium; or
   b. Thirty (30) days before the effective date of cancellation if the Company cancels for any other reason.

4. If the Company elects not to renew this policy, the Company will give written notice to the Loss Payee at least ten (10) days before the expiration date of this policy.

C. CONTRACT OF SALE

1. The Loss Payee shown in the Schedule or in the Declaration Page is a person or organization the Named Insured have entered a contract with for the sale of Covered Property.
2. For Covered Property in which both the Named Insured and the Loss Payee have an insurable interest the Company will:
   a. Adjust losses with the Named Insured; and
   b. Pay any claim for loss or damage jointly to the Named Insured and the Loss Payee, as interests may appear:
3. The following is added to the OTHER INSURANCE Condition:

   For Covered Property that is the subject of a contract of sale, the word "the Named Insured" includes the Loss Payee.

AC. ELECTRONIC DATA

1. Electronic Data Exclusion

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

a) This Policy does not insure, loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced

unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

b) However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this Policy, subject to all its terms, conditions and exclusions will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils
Fire
Explosion

2. Electronic Data Processing Media Valuation

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

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost to repair, replace or restore such media to the condition that existed immediately prior to such loss or damage, including the cost of reproducing any ELECTRONIC DATA contained thereon, providing such media is repaired, replaced or restored. Such cost of reproduction shall include all reasonable and necessary amounts, not to exceed USD10,000,000 any one loss, incurred by the Named Insured in recreating, gathering and assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Named Insured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

AD. LOSS ADJUSTMENT SERVICES

Crawford & Company, 3050 Saturn Street #200, Brea, California, 92821, is hereby authorized to represent the Company in the investigation and adjustment of any loss or damage under this Policy at the expense of the Company and without regard to the amount of loss or damage and/or applicable deductible if any.

However, the Company reserves the right to utilize other adjusting firms if and when they feel it necessary.

AE. SERVICE OF SUIT (U.S.A.)

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Named Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon:

FLWA Service Corp, c/o Foley and Lardner LLP, 555 California Street, Suite 1700, San Francisco, CA 94104-1520 (applicable to all markets except as noted below) and that in any

suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Named Insured (or Reinsured) to give a written undertaking to the Named Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Named Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

AF. DEFINITIONS:

1. OCCURRENCE

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

a. Windstorm

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

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

b. Flood

Each loss by flood shall constitute a single loss hereunder.

1. If any flood occurs within a period of the continued rising or overflow of any river(s) or stream(s) and the subsidence of same within the banks of such river(s) or stream(s); or

2. If any flood results from any tidal wave or series of tidal waves caused by any one disturbance;

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

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

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

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

1. overflow of inland or tidal water;

2. unusual and rapid accumulation or run off of surface waters from any natural source.

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

The definition of flood does not include ensuing loss or damage by fire, explosion or sprinkler leakage.

c. **Flood Zone A and V**

Flood zones A and V as referenced in this policy is defined by FEMA as being inclusive of all 100 year high risk flood areas. A one-hundred-year flood is a flood event that has a 1% probability of occurring in any given year..

d. Earthquake Shock

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

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

In the event of there being a difference of opinion between the Named Insured and the Company as to whether or not all earthquake shock losses sustained by

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

The term earthquake shock is defined as: earth movement meaning natural faulting of land masses, but not including subsidence, landslide, rock slide, earth rising, earth sinking, earth shifting or settling unless as a direct result of such earth movement. The definition of earthquake shock does not include ensuing loss or damage by fire, explosion or sprinkler leakage. Further Earthquake Sprinkler Leakage is covered outside of the "Earthquake Shock" definition and subject to the basic peril deductible.

2. PERSONAL PROPERTY OF OTHERS

Means, any property (other than real property) belonging to others for which a Named Insured has assumed liability. This includes but is not limited to:

- Articles of Clothing
- Jewelry
- Sound Equipment
- Fine Arts (up to the sub-limit of unscheduled fine arts)
- EDP Media & Hardware
- Valuable Papers
- Portable Electronic Equipment
- Employee Tools

3. IMPROVEMENTS AND BETTERMENTS

Means, additions or changes made by a Named Insured / lessee at their own expense to a building they are occupying that enhance the building's value.

4. VALUABLE PAPERS AND RECORDS

Means, all inscribed, printed, or written; documents, manuscripts or records; including but not limited to abstracts, books, deeds, drawing, films, maps, or mortgages. Valuable Papers are not money, securities, stamps or converted data program or instructions used in the Named Insured's data processing operations including the materials on which data is recorded.

5. TIER I WINDSTORM COUNTIES

State	Tier I Counties, Parishes or Independent Cities
Alabama	Baldwin, Mobile
Florida	Entire State, All Counties
Georgia	Bryan, Camden, Chatham, Glynn, Liberty, McIntosh,
Hawaii	Entire State, All Counties
Louisiana	Assumption, Calcasieu, Cameron, Iberia, Jefferson, Lafourche, Livingston, Orleans, Plaquemines, St. Bernard, St. Charles, St. James, St. John the Baptist, St. Mary, St. Tammany, Tangipahoa, Terrebonne, Vermilion
Mississippi	Hancock, Harrison, Jackson
North Carolina	Beaufort, Bertie, Brunswick, Camden, Carteret, Chowan, Columbus, Craven, Currituck, Dare, Hyde, Jones, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrell, Washington
South Carolina	Beaufort, Berkley, Charleston, Colleton, Georgetown, Horry, Jasper
Texas	Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Harris (entire County), Jackson, Jefferson, Kenedy, Kleberg, Liberty, Matagorda, Newton, Nueces, Orange, Refugio, San Patricio, Victoria, Willacy
Virginia	Accomack, Charles City, Chesapeake City, Gloucester, Hampton City, Isle of Wight, James City, Lancaster, Mathews, Middlesex, New Kent, Newport News, Norfolk City, Northampton, Northumberland, Poquoson City, Portsmouth City, Prince George, Suffolk City, Sussex, Surry, Virginia Beach City, Westmoreland, Williamsburg City, York

6. RESIDENTIAL/HABITATIONAL

The term residential/habitational with respects to deductibles is defined as: single family dwellings, duplexes, four-plexes, apartment buildings, or any other structure that is currently being used as the aforementioned occupancies. However, single family dwellings, duplexes, four-plexes, and apartment buildings that are not currently being used primarily as a residence will not be considered residential/habitational. Additionally, nursing homes, battered family shelters, youth centers, dormitories, and other occupancies that are business related will not be considered residential/habitational.

AG. ADDITIONAL INSURED'S / LOSS PAYEES

It is hereby understood and agreed that the interest of Additional Insured's and/or Loss Payees is automatically included, as per schedule held on file with Tribal First.

SECTION V

FINE ARTS FLOATER

A. COVERAGE

This policy insures against all risks of physical loss of or damage except as hereafter excluded occurring during the policy period to fine arts, which are the property of the Named Insured or the property of others in the custody or control of the Named Insured while on exhibition or otherwise within the limits of the United States.

If any of the property covered by this Section is also covered under any other provisions of the Policy of which this Section is made a part, those provisions are hereby amended to exclude such property, the intent being that the coverage under this Section is the sole coverage on such property.

1. PROPERTY COVERED

Objects of art of every kind and description, and property incidental thereto, which are the property of the Named Insured, or the property of others in the custody and control of the Named Insured, or in transit at the Named Insured's risk, and property in which the Named Insured shall have a fractional ownership interest which are owned by or have been leased, loaned, rented or otherwise made available to the Named Insured. "Property" shall mean paintings, drawings, etchings, prints, rare books, manuscripts, rugs, tapestries, furniture, pictures, bronzes, potteries, porcelains, marbles statuary and all other bonafide works of art and other objects of rarity, historic value, cultural interest or artistic merit, which are part of the collections of the Named Insured, or in the care, custody or control of the Named Insured, and their frames, glazing and shadow boxes.

2. "WALL TO WALL" ("NAIL TO NAIL") COVERAGE

This Section covers the Named Insured's property on a "Wall to Wall" ("Nail to Nail") basis, or domicile to domicile basis, as applicable, from the time said property is removed from its normal repository incidental to shipment until returned thereto or other point designated by the owner or owner's agent prior to return shipment, including while in transit to or from points of consolidation or deconsolidation, packing, repacking or unpacking, while at such locations during such processes or awaiting shipment.

Coverage shall terminate upon arrival of the covered property at the final destination designated by the owner or owner's agent, or upon expiration of this Policy, whichever may occur first, except that expiration of this Policy shall not prejudice coverage of any risk then in transit.

B. EXCLUSIONS

1. Loss or damage occasioned by: wear and tear, gradual deterioration, insects, vermin, inherent vice or damage sustained due to and resulting from any repairing, restoration or retouching process;

2. Loss or damage caused by or resulting from:

a. War, hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack;

i. by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or
ii. by military, naval or air forces; or
iii. by an agent of any such government, power, authority or forces;

b. Any weapon of war employing atomic fission or radioactive force whether in time of peace or war;

c. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

3. Nuclear reaction or nuclear radiation or radioactive contamination from any cause, all whether direct or indirect, controlled or uncontrolled, proximate or remote, or is contributed to or aggravated by a Covered Cause of Loss. However:

a. If fire not otherwise excluded results, the Company shall be liable for the direct physical loss or damage by such resulting fire, but not including, any loss or damage due to nuclear reaction, nuclear radiation, or radioactive contamination, and

b. This Policy does insure against physical loss or damage caused by sudden and accidental radioactive contamination, including resultant radiation damage, from material used or stored or from processes conducted on the Insured premises, provided that, at the time of such loss or damage, there is neither a nuclear reactor nor any new or used nuclear fuel on the Named Insured premises.

4. Any dishonest, fraudulent or criminal act by the Named Insured, a partner therein or an officer, director, employee or trustee thereof, whether acting alone or in collusion with others.

For the purpose of this exclusion an act of vandalism or malicious damage by an employee shall not constitute a dishonest, fraudulent or criminal act.

C. LOSS PAYMENT BASIS / VALUATION

The valuation of each article of property covered by this Section shall be determined as follows:

a. Property of the Named Insured shall be covered for and valued at the current fair market value of each article indicated on the books and records of the Named Insured prior to loss, according to the Named Insured's valuation of each object covered.

b. Property of others loaned to the Named Insured and for which the Named Insured may be legally liable, or which the Named Insured has been instructed to insure, shall be covered for and valued at the amount agreed upon for each article by the Named Insured and owner(s) as recorded on the books and records of the Named Insured prior to loss.

c. Otherwise, in the absence of recorded current fair market values or agreed values for each article covered, the Company shall not be liable beyond the fair market value of the property at the time any loss or damage occurs. Said value shall be ascertained by the Named Insured and the Company or, if they differ, then the amount of value or loss shall be determined as provided in the following appraisal clause.

D. SPECIAL CONDITIONS

1. Misrepresentation and Fraud: This entire Section shall be void if, whether before or after a loss, the Named Insured has concealed or misrepresented any material fact or circumstance concerning this Policy or the subject thereof, or the interest of the Named Insured therein, or in case of any fraud or false swearing by the Named Insured relating thereto.

2. Notice of Loss: The Named Insured shall as soon as practicable report in writing to the Company or its agent every loss, damage or occurrence which may give rise to a claim under this Section and shall also file with the Company or its agent within ninety (90) days from the date of discovery of such loss, damage or occurrence, a detailed sworn proof of loss.

3. Examination under Oath: The Named Insured, as often as may be reasonably required, shall exhibit to any person designated by the Company all that remains of any property herein described, and shall submit, and insofar as is within its power cause its employees, Named Insured and others to submit to examination under oath by any person named by the Company and subscribe the same; and, as often as may be reasonably required, shall produce for examination all writings, books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Company or its representative and shall permit extracts and copies thereof to be made. No such examination under oath or examination of books or documents, nor any act of the Named Insured or any of its employees or representatives in connection with the investigation of any loss or claim hereunder, shall be deemed a waiver of any defense which the Named Insured might otherwise have with respect to any loss or claim, but all such examinations and acts shall be deemed to have been made or done without prejudice to the Company's liability.

4. Settlement of Loss: All adjusted claims shall be paid or made good to the Named Insured within sixty (60) days after presentation and acceptance of satisfactory proof of interest and loss at the office of the Company. No loss shall be paid or made good if the Named Insured has collected the same from others.

5. No Benefit to Bailee: This Section shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

6. Subrogation or Loan: If in the event of loss or damage the Named Insured shall acquire any right of action against any individual, firm or corporation for loss of, or damage to, property covered hereunder, the Named Insured will, if requested by the Company, assign and transfer such claim or right of action to the Company or, at the Company's option, execute and deliver to the Company the customary form of loan receipt upon receiving an advance of funds in respect of the loss or damage; and will subrogate the Company to, or will hold in trust for the Company, all such rights of action to the extent of the amount paid or advanced, and will permit suit to be brought in the Named Insured's name under the direction of and at the expense of the Company.

7. Loss Clause: Any loss hereunder shall not reduce the amount of this Section, except in the event of payment of claim for total loss of an item specifically scheduled hereon.

8. Protection and Preservation of Property: In case of actual or imminent physical loss or damage of the type insured against by this Policy, the expenses incurred by the Named Insured in taking reasonable and necessary actions for the temporary protection and preservation of property insured hereunder shall be added to the total physical loss or damage otherwise recoverable under the Policy and be subject to the applicable deductible and without increase in the limit provisions contained in this Policy.

9. Appraisal: If the Named Insured and the Company fail to agree as to the amount of loss, each shall on the written demand of other, made within sixty (60) days after receipt of proof of loss by the Company, select a competent and disinterested appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen (15) days to agree upon such umpire, then on the request of the Named Insured or the Company, such umpire shall be selected by a judge of a court of record in the state in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the fair market value at the time of loss and the amount of loss, and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The Named Insured and the Company shall each pay their chosen appraiser and shall bear equally the other expenses of the appraisal and umpire. The Named Insured shall not be held to have waived any of its rights by any act relating to appraisal.

10. Civil Authority: Property covered under this Section against the peril of fire is also covered against the risk of damage or destruction by Civil authority during a conflagration and for the purpose of retarding the same; provided that neither such conflagration nor such damage or destruction is caused or contributed to by a peril otherwise excluded herein.

11. Changes: Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Section or stop the Named Insured from asserting any right under the terms of this Section, nor shall the terms of this Section be waived or changed except by endorsement issued to form a part of this Section.

12. Additional Covered Party(ies): Corporations, associations, firms, institutions, museums, persons and others who own or control collections, objects or articles who make them available to the Named Insured, and temporary borrowers or custodians (but not carriers, packers or shippers) of property covered, are additional Insured(s) hereunder, but only as respects coverage afforded to said Named Insured's property.

13. Packing: It is agreed by the Named Insured that the property covered hereunder be packed and unpacked by competent packers.

14. Other Insurance: This fine arts floater Section is excess coverage over any other valid and collectible insurance which may apply to any objects of art for which coverage would apply under this Policy.

15. Pair And Set: In the event of the total loss of any article or articles which are a part of a set, the Company agrees to pay the Named Insured the full amount of the value of such set and the Named Insured agrees to surrender the remaining article or articles of the set to the Company.

SECTION VI

MOBILE / CONTRACTORS EQUIPMENT

A. COVERAGE

This Policy insures only contractor's equipment, whether self propelled or not, including equipment thereof while attached thereto or located thereon, such as bulldozers, drag lines, power shovels, derricks, drills, concrete mixers and other machinery of a similar nature and not subject to motor vehicle registration.

If any of the property covered by this Section is also covered under any other provisions of the Policy of which this Section is made a part, those provisions are hereby amended to exclude such property, the intent being that the coverage under this Section is the sole coverage on such property.

B. PERILS EXCLUDED

This Section insures against all risks of direct physical loss or damage occurring during the policy period to the above described property from any external cause except as provided below.

1. Loss or damage due to wear, tear, rust, corrosion, latent defect, mechanical breakage or improper assemblage.

2. Loss or damage due to the weight of the load imposed on the machine exceeding the capacity for which such machine was designed.

3. Loss or damage to crane or derrick boom(s) and jib(s) of lattice construction while being operated unless directly caused by fire, lightning, hail, windstorm, earthquake shock, explosion, riot, riot attending a strike, civil commotion, actual physical contact with an aircraft or airborne missile including objects falling therefrom, collision with other vehicles or other contractors equipment whether or not such other equipment is covered hereunder, landslide, or upset of the unit of which it is a part (but only when and to the same extent that such other perils are covered by the Policy).

4. Loss or damage due to explosion arising from within steam boilers.

5. Loss or damage to dynamos, exciters, lamps, switches, motors or other electrical appliances or devices, including wiring, caused by lightning or other electrical currents (artificial or natural) unless fire ensues and then for the loss by fire only.

6. Loss or damage due to dishonesty of Named Insured's employees or persons to whom the Named Insured's property is entrusted.

7. Loss or damage caused by or contributed to failure of the Named Insured to keep and maintain the property in a thorough state of repair.

8. Loss or damage caused by or resulting from:

   a. War, hostile or warlike action in time of peace or, including action in hindering, combating or defending against an actual, impending or expected attack,

      i. by any government or sovereign power (de jure or de facto) or by any authority maintaining using military, naval or air forces; or
      ii. any military, naval or air forces; or
      iii. by an agent of any such government, power, authority or forces;

   b. any weapon of war employing atomic fission or radioactive force whether in time of peace or war;

   c. insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;

9. Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) covered against in this endorsement; however, subject to the foregoing and all provisions of this Policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is covered against by this Policy.

C. PROPERTY EXCLUDED

1. Automobiles, motorcycles, motor trucks, or parts thereof.

2. Buildings

3. Machinery or equipment or building materials to be installed in any building for the purpose of becoming a part thereof; nor on any property which has become a permanent part of any structure.

4. Property that is located underground.

5. Property while waterborne except while being transported on any regular ferry.

6. The storage risk of property not owned or required to be insured by the Named Insured at premises controlled or leased by the Named Insured, except where incidental to the regular or frequent use of the equipment or property.

7. Plans, blue prints, designs or specifications.

D. LOSS PAYMENT BASIS / VALUATION

On Contractors Equipment (whether self propelled or not), on or off premises, where Replacement Cost (New) values are specified, loss or damage shall be based on 100% of the Replacement Cost (New) at the time of loss. Partial losses shall be based on the cost of repairing or replacing the damaged portion, up to the fair market value of the Contractors Equipment. However, should these costs exceed the fair market value then recovery shall be based upon the Replacement Cost (New).

If the values, provided by the Named Insured, provides a valuation based on replacement cost, then recovery will be on the same basis, if replaced. If not replaced, the basis of recovery shall be actual cash value.

E. SPECIAL CONDITIONS

This section covers property only within the limits of the United States of America.

It is a condition of this Policy that all articles covered hereunder are in sound condition at the time of attachment of this Policy.

SECTION VII

ACCOUNTS RECEIVABLE

A. COVERAGE

This Policy covers the loss of or damage resulting from insured perils to the Named Insured's records of accounts receivable as defined below, occurring during the Policy period.

B. EXCLUSIONS

In addition to the exclusions in the General Conditions, this coverage does not apply:

1. To loss due to any fraudulent, dishonest or criminal act by the Named Insured, a partner therein, or an officer, director, employee or trustee thereof, while working or otherwise and whether acting alone or in collusion with others.

   For the purpose of this exclusion an act of vandalism or malicious damage by an employee shall not constitute a dishonest, fraudulent or criminal act.

2. To loss due to bookkeeping, accounting or billing errors or omissions.

3. To loss, the proof of which as to factual existence, is dependent upon an audit of records or an inventory computation; but this shall not preclude the use of such procedures in support if claim for loss which the Named Insured can prove through evidence wholly apart therefrom, is due solely to a risk of loss to records of accounts receivable not otherwise excluded hereunder.

4. To loss due to alteration, falsification, manipulation, concealment, destruction or disposal of records of accounts receivable committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities or other property, but only to the extent of such wrongful giving, taking, obtaining or withholding.

C. LOSS PAYMENT BASIS / VALUATION

When there is proof that a loss covered by this Policy has occurred but the Named Insured cannot accurately establish the total amount of accounts receivable outstanding as of the date of such loss, such amount shall be based on the Named Insured's monthly statements and shall be computed as follows:

a. Determine the amount of all outstanding accounts receivable at the end of the same fiscal month in the year immediately proceeding the year in which the loss occurs;

b. Calculate the percentage of increase or decrease in the average monthly total of accounts receivable for the twelve (12) months immediately preceding the month in which the loss occurs as compared with such average for the months of the preceding year;

c. The amount determined under (a) above, increased or decreased by the percentage calculated under (b) above, shall be the agreed total amount of accounts receivable as of the last day of the fiscal month in which said loss occurs;

d. The amount determined under (c) above shall be increased or decreased in conformity with the normal fluctuations in the amount of accounts receivable during the fiscal month involved, due consideration being given to the experience of the business since the last day of the last fiscal month for which statement has been rendered.

There shall be deducted from the total amount of accounts receivable, however established, the amount of such accounts evidenced by records not lost or damaged or otherwise established or collected by the Named Insured, and an amount to allow for probable bad debts which would normally have been uncollectible by the Named Insured. All unearned interest and service charges shall be deducted.

D. DEFINITIONS:

ACCOUNTS RECEIVABLE:

a. All sums due the Named Insured from customers provided the Named Insured is unable to effect collection thereof as the direct result of loss or damage to records of accounts receivable.

b. Interest charges on any loan to offset impaired collections pending repayment of such sums made uncollectible by such loss or damage.

c. Collection expense in excess of normal collection cost and made necessary because of such loss or damage.

d. Other expenses, when reasonably incurred by the Named Insured, in re-establishing records of accounts receivable following such loss or damage.

SECTION VIII

UNMANNED AIRCRAFT

A. COVERAGE

This Policy insures only **Unmanned Aircraft,** that are usual to your business that you own or are required to insure, to pay for any physical damage loss sustained while not **In Flight** or **In Motion** and which are not the result of fire or explosion following crash or collision while the **Unmanned Aircraft** was **In Flight** or **In Motion** that are:

(1) Listed on the schedule which is a part of this policy or which is on file with us;

(2) Unscheduled but for an amount not to exceed the limit shown on the Declarations

If any of the property covered by this Section is also covered under any other provisions of the Policy of which this Section is made a part, those provisions are hereby amended to exclude such property, the intent being that the coverage under this Section is the sole coverage on such property.

B. PERILS EXCLUDED

This Section insures against all risks of direct physical loss or damage occurring during the policy period to **Unmanned Aircraft** from any external cause except as provided below.

1. Loss or damage due to the **Unmanned Aircraft** being **In Flight** or **In Motion** including during propulsion system startup or any time the propulsion system is operating.

2. Loss or damage due to wear, tear, rust, corrosion, latent defect, mechanical breakage, freezing or improper assemblage.

3. Loss or damage due to the weight of the load imposed on the **Unmanned Aircraft** exceeding the capacity for which such **Unmanned Aircraft** was designed.

4. Loss or damage to tires except where such loss or damage is caused by fire, theft, windstorm or vandalism or is the direct result of physical damage covered by this policy.

5. Loss or damage to **Unmanned Aircraft** while being worked upon except for direct loss or damage caused by resulting fire or explosion.

6. Loss or damage to dynamos, exciters, lamps, switches, motors or other electrical appliances or devices, including wiring, caused by lightning or other electrical currents (artificial or natural) unless fire ensues and then for the loss by fire only.

7. Loss or damage due to conversion, embezzlement or secretion by any person or organization with legal right to possession of such **Unmanned Aircraft** under bailment, lease, conditional sale, purchase agreement, mortgage or other legal agreement that governs the use, sale or lease of the **Unmanned Aircraft**, nor for any loss or damage during or resulting therefrom.

8. Loss or damage due to dishonesty of Named Insured's employees or persons to whom the Named Insured's property is entrusted**.**

9. Loss or damage caused by or contributed to failure of the Named Insured to keep and maintain the property in a thorough state of repair.

10. Loss or damage caused by or resulting from:

    a. War, hostile or warlike action in time of peace or, including action in hindering, combating or defending against an actual, impending or expected attack,

        i. by any government or sovereign power (de jure or de facto) or by any authority maintaining using military, naval or air forces; or
        ii. any military, naval or air forces; or
        iii. by an agent of any such government, power, authority or forces;

    b. any weapon of war employing atomic fission or radioactive force whether in time of peace or war;

    c. insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;

11. Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) covered against in this endorsement; however, subject to the foregoing and all provisions of this Policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is covered against by this Policy.

C. PROPERTY EXCLUDED

1. **Unmanned Aircraft** that are located in underground mines, caverns or underground storage facilities.

2. **Unmanned Aircraft** while waterborne except while being transported on any regular ferry.

3. The storage risk of **Unmanned Aircraft** not owned or required to be insured by the Named Insured at premises controlled or leased by the Named Insured, except where incidental to the regular or frequent use of the equipment or property.

D. LOSS PAYMENT BASIS / VALUATION

On **Unmanned Aircraft**, on or off premises, where Replacement Cost (New) values are specified, loss or damage shall be based on 100% of the Replacement Cost (New) at the time of loss. Partial losses shall be based on the cost of repairing or replacing the damaged portion, up to the fair market value of the **Unmanned Aircraft**. However, should these costs exceed the fair market value then recovery shall be based upon the Replacement Cost (New).

If the values, provided by the Named Insured, provides a valuation based on replacement cost, then recovery will be on the same basis, if replaced. If not replaced, the basis of recovery shall be actual cash value.

E. SPECIAL CONDITIONS

This section covers property only within the limits of the United States of America.

It is a condition of this Policy that all articles covered hereunder are in sound condition at the time of attachment of this Policy.

F. DEFINITIONS

1. UNMANNED AIRCRAFT

Means a powered aerial vehicle that does not carry a human operator, uses aerodynamic forces to provide vehicle lift, can fly autonomously or be piloted remotely, is recoverable and in some cases can carry a non-lethal payload including the propulsion system and equipment usually installed in the vehicle (1) while installed in the vehicle, (2) while temporarily removed from the vehicle and (3) while removed from the aircraft for replacement until such time as replacement by a similar item has commenced; also tools and equipment which are specially designed for the aircraft and which are ordinarily carried therein.

2. IN FLIGHT

Means, with respect to fixed wing **Unmanned Aircraft,** the time commencing with the actual take-off run or launch and continuing thereafter until it has completed its landing run; or capture; and if the **Unmanned Aircraft** is a rotorcraft, from the time the rotors start to revolve under power for the purpose of flight until they subsequently cease to revolve after landing; and if the **Unmanned Aircraft** is a balloon, while it is inflated or being inflated or deflated.

3. IN MOTION

Means while the **Unmanned Aircraft** is moving under its own power or the momentum generated therefrom or while it is **In Flight** and, if the **Unmanned Aircraft** is a rotorcraft, any time the rotors are rotating or while it is **In Flight** and, if the **Unmanned Aircraft** is a glider or balloon, any time it is being transported, towed or while it is **In Flight.**

SECTION IX

BOILER AND MACHINERY BREAKDOWN EXTENSION

1. PERILS INSURED

In consideration of the premium paid and subject to the terms, General Conditions and General Exclusions of the policy to which this Extension is attached, and to the following terms and conditions, this Insurance is extended to cover direct damage to Covered Property caused by a Covered Cause of Loss.

2. ADDITIONAL COVERAGE

(a) Hazardous Substance:

The additional expense incurred for cleanup, repair or replacement or disposal of damaged, contaminated or polluted property as a result of an Accident, which causes property to become damaged, contaminated or polluted by a substance declared hazardous to health by an authorized governmental agency. The coverage provided by this clause is sub-limited to USD as per Declaration Page. For the purpose of this coverage "Additional expense" means any expense that would not have incurred, if no substance hazardous to health had been involved in the accident

(b) Ammonia Contamination:

The loss, including salvage expense, incurred with respect to damage by ammonia contacting or permeating property under refrigeration or in process requiring refrigeration, as a result of any one Accident to one or more Objects. The coverage provided by this clause is sub-limited to USD as per Declaration Page.

(c) Water Damage:

The loss, including salvage expense, with respect to property damaged by water, resulting from any one Accident. The coverage provided by this clause is sub-limited to USD as per Declaration Page.

(d) Media Coverage:

The loss to all forms of electronic, magnetic and optical tapes and discs used in any electronic computer or electronic data processing equipment directly damaged by an Accident to an Object. The coverage provided by this clause is sub-limited to USD as per Declaration Page. For the purpose of this coverage, the valuation basis for "Media" is as follows:

i. For "Media" that are mass-produced and commercially available, at the replacement cost.
ii. For all other "Media," at the cost of blank material for reproducing the records.

(e) "Consequential Damage"

The "Consequential Damage" to refrigerated and frozen goods of the Named Insured or for which the Named Insured is legally liable or under the Named Insured's care, custody or control caused solely by an Accident to an Object. For the purpose of this coverage, "Consequential Damage" is defined as loss due to spoilage from lack of power, light, heat, steam or refrigeration, resulting from Accident. The coverage provided by this clause is sub-limited to USD as per Declaration Page.

(f) Utility Interruption

The loss caused by an Accident to an Object that is owned, operated or controlled by a public or private entity that the Named Insured has contracted with to furnish them with electrical utility service including all direct electrical suppliers. The coverage provided by this clause is sub-limited to USD as per Declaration Page.

(g) CFC Refrigerants and Halon

The replacement of any CFC (chlorofluorocarbon) refrigerant used in refrigeration or air conditioning equipment or Halon used in a fire suppression system due to an "Accident" to an Object.

(h) Ordinance or Law

If an Accident to an Object at the Named Insured's location damages a building that is "Covered Property," the Company will pay for

i. Loss to the Undamaged Portion of the Building, meaning loss to the undamaged portion of the building caused by enforcement of any ordinance or law that:

   a. Requires the demolition of parts of the same building not damaged by the Accident to an Object; or
   b. Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the location of the building.

ii. Demolition Cost meaning the cost to demolish and clear the site of undamaged parts of the building, caused by the enforcement of building, zoning, or land ordinance or use.

iii. Increased Cost of Construction, meaning the increased cost to:

   a. Repair or reconstruct damaged portions of the building; and
   b. Reconstruct or remodel undamaged portions of the building whether or not demolition is required;

   when the increased cost is a consequence of enforcement of building, zoning or land use ordinance or law. But the Company will only pay for this increased cost if the building is repaired, reconstructed or remodeled. Also, if the building is repaired, reconstructed or remodeled, it must be intended for similar occupancy as the current building, unless such occupancy is not permitted by zoning or land use ordinance or law.

Insurance under this section only applies with respect to ordinance or law that is in force at the time of the Accident to an Object. Insurance under this section does not apply to:

a. Costs associated with the enforcement of any ordinance or law which requires any Named 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 substances declared to be hazardous to health by a governmental agency; or

b. Loss due to any ordinance or law that:

   i. The Named Insured was required to comply with before the Accident to an Object even if the building was undamaged; and
   ii. The Named Insured failed to comply with.

The coverage provided by this clause is sub-limited to USD as per Declaration Page.

3. DEFINITION OF ACCIDENT

Accident shall mean a sudden and accidental breakdown of the Object, or a part thereof, which manifests itself at the time of it occurrence by physical damage to the Object that necessitates repair or replacement of the Object or part thereof; but Accident shall not mean:

a. depletion, deterioration, corrosion , or erosion of material;
b. wear and tear;
c. leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
d. the breakdown of any vacuum tube, gas tube or brush;
e. the breakdown of any structure or foundation supporting the Object or any part thereof;
f. the functioning of any safety device or protective device.

4. DEFINITION OF OBJECT

Except as otherwise specifically designated herein, Object as described below shall mean any equipment or apparatus which is owned by, leased by or operated under the control of the Named Insured subject to the Exclusions and Special Provisions specified herein:

a. Any boiler, any fired vessel, any unfired vessel subject to vacuum or internal pressure other than static pressure of contents, any refrigerating and air conditioning vessels, or any piping and its accessory equipment, but such Object shall not include:

   1. Any boiler setting, any insulating or refractory material,

   2. Any sewer piping, any underground gas piping, any piping forming a part of a sprinkler system or any water piping other than

      (a) Feed water piping between any boiler and its feed pumps or injectors
      (b) Boiler condensate returning piping

b. Any mechanical or electrical machine or electrical apparatus used for the generation, transmission or utilization of mechanical or electrical power, but Object shall not include

1. Any structure or foundation other than a bedplate of a machine,

2. Any vehicle, elevator, crane, hoist, power shovel or drag line, but not excluding any electrical equipment used with said machine or apparatus,

3. Any refractory material, or

4. Any penstock or draft tube.

5. COVERED CAUSE OF LOSS

A Covered Cause of Loss is an Accident to an Object insured hereon. An Object must be in use or connected ready for use at the time of the Accident.

6. COVERED PROPERTY

Covered Property, as used in this Extension, means any property that:

a. The Named Insured owns; or
b. Is in the Named Insured's' care, custody or control and for which they are legally liable

7. SPECIAL PROVISIONS

a. As respects any boiler, fired or unfired vessel, refrigerating system or piping, the Company shall not be liable for loss from an Accident while said Object is undergoing a hydrostatic, pneumatic or gas pressure test that exceeds manufacturers recommended limits.

b. As respects any boiler of fired vessel, the Company shall not be liable for loss from an explosion of gas or unconsumed fuel within the furnace of such Object or within the passages from the furnace to the atmosphere, whether or not such explosion (a) is contributed to or aggravated by an Accident to any part of said Object that contains steam or water, or (b) is caused in whole or in part, directly or indirectly, by any Accident to any Object, or part thereof, nor shall the Company be liable for any loss from an Accident caused directly or indirectly by such explosion.

c. As respects any unfired vessel which is used for the storage of gas or liquid and which is periodically filled, moved, emptied and refilled in the course of its normal service, such vessel shall be considered as "connected ready for use" within the terms of this Extension of the Policy.

d. As respects any Object or part of an Object that is being dismantled, reassembled or is in storage, will be considered as "connected ready for use" within the terms of this Extension of the Policy.

e. As respects any gas turbine of the internal combustion type, (a) the combustor or such Object shall not be considered to be a "furnace" as the word is used in the Definition of Accident or in Special Provision 2 above and (b) the Definition of Accident shall not mean the cracking of any part of the Turbine exposed to the production of combustion.

f. As respects new turbine generator units, coverage shall not apply until the unit has been contractually accepted by the Named Insured, that all tests required by the

contractor have been performed and satisfied and the unit has been placed in commercial operation.

8. VALUATION

a. The Company will pay the Named Insured the amount the Named Insured spends to repair or replace the property directly damaged by an Accident. The Company payment will be the smallest of:

1) The Limit of Insurance;

2) The cost at the time of the Accident to repair the damaged property with property of like kind, capacity, size and quality;

3) The cost at the time of the Accident to replace the damaged property on the same site with other property:

a) Of like kind, capacity, size and quality; and
b) Used for the same purpose

4) The amount the Named Insured actually spends that is necessary to repair or replace the damaged property.

b. As respects any Object if the cost of repairing or replacing only a part of the Object is greater than:

1) the cost of repairing the Object; or
2) the cost of replacing the entire Object on the same site;

The Company will pay only the smaller of (1) or (2). The repair parts or replacement Object must be:

1) of like kind, capacity, size and quality; and
2) used for the same purpose.

c. The Company will not pay:

1) if the loss or damage is to property that is obsolete or useless to the Named Insured; or
2) for any extra cost if the Named Insured decides to repair or replace the damaged property with property of a better kind or quality or of larger capacity,

d. If the Named Insured does not repair or replace the damaged property within 18 months after the date of the Accident then the Company will pay on the smaller of the:

1) cost it would have taken to repair; or
2) actual cash value;

at the time of the "accident."

Paragraph (d) does not apply to any time period beyond the 18 months that the Company agrees to in writing.

e. As respects CFC (chlorofluorocarbon) refrigerant or Halon, the following valuation basis is applicable:

1) If the CFC refrigerant or Halon is replaceable, the Named Insured may, at their option, elect to:

a) Repair or replace the damaged refrigeration equipment, air conditioning equipment or fire suppression system and replace the lost CFC refrigerant or Halon subject to it being of like kind, capacity, size and quality and used for the same purpose; or

b) Change the refrigeration equipment, air conditioning equipment or fire suppression system, through modification or replacement, to:

i. Refrigeration or air conditioning equipment that uses an approved non-CFC refrigerant; or
ii. A fire suppression system that uses an approved non – Halon agent.

But this option is available only if the change to the equipment or system is made within 18 months after the date of the Accident or within any extended time period that the Company agrees to in writing.

If Option 1) b) above is elected, the Company will not pay more than the least of the following amounts:

a) The Limit of Insurance;

b) The cost at the time of the Accident to repair the damaged refrigeration equipment, air conditioning equipment or fire suppression system, retrofit the equipment or system to accept non – CFC refrigerant or non – Halon fire suppressant, and charge the equipment or system with that refrigerant or fire suppressant;

c) The cost at the time of the Accident to replace the damaged refrigeration equipment, air conditioning equipment or fire suppression system with equipment or a system that is functionally equivalent and uses an approved non – CFC refrigerant or non – Halon fire suppressant;

d) The amount that the Named Insured actually spend that is necessary to change the refrigeration equipment, air conditioning equipment or fire suppression system, through modification or replacement, to equipment or a system that uses an approved non – CFC refrigerant or non – Halon fire suppressant; or

e) One hundred twenty-five percent (125%) of the amount the Company otherwise would have paid for loss to the refrigeration equipment, air conditioning equipment or fire suppression system.

f. If the CFC refrigerant or Halon is not replaceable and:

(1) The Named Insured repairs or replaces the damaged equipment within 18 months after the date of the Accident or within any extended time that the Company agrees to in writing, the Company will pay the least of the following amounts:

(a) The Limit of Insurance;

(b) The cost at the time of the Accident to repair the damaged refrigeration equipment, air conditioning equipment or fire suppression system,

retrofit the equipment or system to accept non – CFC refrigerant or non – Halon fire suppressant, and charge the equipment or system with that refrigerant or fire suppressant;

(c) The cost at the time of the Accident to replace the damaged refrigeration equipment, air conditioning equipment or fire suppression system with equipment or a system that is functionally equivalent and uses an approved non – CFC refrigerant or non – Halon fire suppressant;

(d) The amount that the Named Insured actually spend that is necessary to change the refrigeration equipment, air conditioning equipment or fire suppression system, through modification or replacement, to equipment or a system that uses an approved non – CFC refrigerant or non – Halon fire suppressant.

(2) If the Named Insured does not replace the damaged equipment within 18 months after the date of the Accident or within the extended time period that the Company agrees to in writing, the Company will not pay more than the lesser of:

(a) The amount that the Company would have paid if repair or replacement of the damaged equipment had been made as determined in F 1 above; or

(b) The actual cash value of the damaged equipment at the time of the Accident.

g. As respects Insurance under Ordinance and Law, the most the Company will pay as a result of any one Accident for:

a) Loss to the Undamaged portion of the building is included in the Limit of Insurance that otherwise applies to the damaged building. But in no event will the amount the Company pay for loss to the building, including the loss in value of the undamaged portion of the building due to enforcement of an ordinance or law to which this coverage applies, exceed:

i. The amount that the Named Insured actually spend to repair, rebuild or replace the building, but not more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or

ii. The actual cash value of the building at the time of loss if the building is not repaired or replaced.

b) Demolition and Increased Cost of Construction is USD as per Declaration Page, subject to the following:

i. With respect to the coverage provided for Demolition Cost, the Company will not pay more than the amount the Named Insured actually spend to demolish and clear the site of the undamaged parts of the building;

ii. With respect to the coverage provided for Increased Cost of Construction:

(a) We will not pay for the Increased Cost of Construction:

Until the building is actually repaired or replaced at the same or another premises; and

Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed 18 months. We may extend this period in writing during the 18 months.

(b) If the building is repaired or replaced at the same location, or if the Named Insured elect to rebuild at another location, the most the Company will pay for the increased cost of construction is the increased cost of construction at the same location.

(c) If the ordinance or law requires relocation to another location, the most the Company will pay for the increased cost of construction is the increased cost of construction at the new location.

h. If a claim or "suit" is brought against the Named Insured alleging that the Named Insured is liable for damage to property of another that was caused by an Accident to an Object, the Company will either:

1. Settle the claim or "suit", or
2. Defend the Named Insured against the "suit" but reserve the right for themselves to settle at any point.

9. EXCLUSIONS

a. To loss:

1) From explosion of an Object other than:

a) Any steam boiler, steam piping, steam turbine, gas turbine, steam engine, or
b) Any machine when such loss is caused by centrifugal force or mechanical breakdown,

b. Nuclear reaction or radiation or radioactive contamination however caused, however this exclusion shall not apply to nuclear medicine at covered hospitals,

c. From fire concomitant with or following an Accident.

d. From an Accident caused directly or indirectly by fire

e. From a combustion explosion outside the Object concomitant with or following an Accident,

f. From an Accident caused directly or indirectly by a combustion explosion outside an Object,

10. CONDITIONS

a. Inspection

The Company shall be permitted but not obligated to inspect the Named Insured's property and operations at any reasonable time. Neither the right to make inspections nor the making thereof nor any advice or report resulting therefrom shall constitute an undertaking, on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

b. Suspension

Upon the discovery of a dangerous condition with respect to any Object, Alliant Insurance Services, Inc., may immediately suspend the insurance, with respect to an Accident to said Object, by written notice mailed or delivered to the Named Insured at the address of the Named Insured stated in the Declaration Page, or at the location of the Object, as stated for it in a schedule or endorsement. The insurance so suspended may be reinstated by the Company but only by an endorsement issued to form a part of this Policy. The Named Insured shall be allowed the unearned portion of the premium paid for such suspended insurance, pro rata for the period of suspension.

c. Notice of Accident and Adjustments

When an Accident occurs, written notice shall be given to the Company as soon as practicable. The Company shall be given like notice of any claim made on account of such Accident. The Company or their representative shall have reasonable time and opportunity to examine the property, and the Named Insured's Location of Risk, before repairs are undertaken or physical evidence of the Accident is removed, except for protection or salvage. Proof of loss shall be made in such form as the Company may require. If suit is brought against the Named Insured for loss to which this Section of the Policy is applicable, any summons or other process served upon the Named Insured shall be forwarded immediately to the Company.

d. Deductible

In the event of an Accident to an Object as insured under this Extension that is concomitant with or followed by physical loss or damage incurred under the All Risks policy that this Extension attaches to, the deductible to be applied to the total loss shall be the applicable Boiler & Machinery deductible.

SECTION X

ENDORSEMENTS

1. VACANT OR UNOCCUPIED LOCATIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

All Coverage Parts

Permission is given for a scheduled location to be vacant or unoccupied for a period of sixty (60) consecutive days from the date of its acquisition or the inception date of this policy, which ever date is later. Thereafter, coverage will apply subject to the following conditions and limitations:

A. The Named Insured must provide written notification to the Company of any and all vacant or unoccupied location(s) and properly designate the vacant/unoccupied status of each on the Statement of Values on file with the Company, prior to any loss or damage; and

B. The Named Insured must maintain all utilities and the same degree of fire protection, and watch and alarm service; and

If conditions A and B above are met, the liability of the Company for covered loss, damage or expense shall be limited to the lesser of the actual replacement cost, the actual cash value if the property is not replaced, or the individually stated value for the scheduled location which sustained the loss as shown in Statement of Value on file with the Company prior to the loss, but in no event shall the liability of the Company exceed USD2,000,000 in any one occurrence. Any exception to this USD2,000,000 limitation on recovery must be agreed to by the Company, in writing and by endorsement, prior to any loss or damage.

If conditions A and B above are not met, the Company will:

1. Not pay for loss, damage or expense caused by or resulting from: vandalism, sprinkler leakage, breakage of building glass, freezing, water damage, theft, attempted theft, any loss covered under any extension of coverage, all regardless of the cause of loss, and

2. Value all loss, damage or expense caused by a covered peril, not otherwise excluded above, at actual cash value or the actual repair/replacement cost, not to exceed USD500,000 in any one occurrence.

Any loss, damage or expense which occurs at an unscheduled location that is vacant or unoccupied at the time of loss, whether unnamed or newly acquired, will be valued at the lesser of the actual cash value, the actual replacement cost or the purchase price of the location, but in no event shall the liability of the Company exceed USD500,000 in any one occurrence. The purchase price value as discussed herein will only be considered in the case of newly acquired properties. Any exception to this limitation on recovery must be agreed to by the company, in writing and by endorsement, prior to any loss or damage.

As used in this Vacancy or Unoccupied Location Endorsement, a building is “vacant” or “unoccupied” when:

a. 70% or more of its total square footage is “vacant” or “unoccupied”; or

b. When it does not contain enough business personal property to conduct customary operations, or, it does not contain enough business personal property pertaining to activities customary to the occupancy of the building.

There is no coverage afforded under the Errors and Omissions provision of this policy for loss, damage or expense at “vacant” or “unoccupied” properties as defined above.

ENDORSEMENT 2

CANCELLATION CLAUSE AMENDMENT
DUE TO FINANCIAL STRENGTH DOWNGRADE ENDORSEMENT

It is hereby understood and agreed that Section IV, General Conditions, Clause N, Cancellation of this policy is amended.

This endorsement modifies insurance provided by the policy:

The Cancellation Provision, Cancellation Condition, or Cancellation Clause, whichever is applicable, is amended by adding the following paragraph to the end thereof:

Notwithstanding any other terms or conditions of this policy to the contrary, in the event that the financial strength rating of the **Company** is downgraded to: (1) below A- by A.M. Best Co., or (2) below BBB by Standard & Poor's Ratings Services (hereinafter, the **Credit Rating Downgrade**), this policy may be canceled by the **FIRST NAMED INSURED** by mailing prior written notice to the Company or by surrender of this policy to the **Company**.

If this policy is canceled by the **First Named Insured** due to such **Credit Rating Downgrade**, then the **Company** shall return the unearned pro rata proportion of the premium as of the effective date of cancellation and shall waive any minimum earned premium requirement specified herein.

The following definitions apply to this endorsement:

1. **Company** means any Insurer participating on this Policy.

2. **First Named Insured** means the first Named Insured as shown on the Declarations page of this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

ENDORSEMENT 3

ECONOMIC SANCTIONS ENDORSEMENT

This endorsement modifies insurance provided by this Policy.

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

All other terms and conditions of the policy remain the same.

PR4225 (07/13)

ENDORSEMENT 4

WAR AND TERRORISM EXCLUSION ENDORSEMENT
(applies to locations outside the USA, its territories and possessions)

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

(1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

(2) any act of terrorism.

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

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.
In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

NMA2918
08/10/2001

This Endorsement Changes The Policy. Please Read It Carefully.

SERVICE OF SUIT (CALIFORNIA)

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

It is agreed that in the event of the failure of this Company to pay any amount claimed to be due hereunder, this Company, at the request of the Insured, will submit to the jurisdiction of any Court of Competent Jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court or seek a transfer of a case to another Court as permitted by the laws of the United States or of any state in the United States, moreover, this endorsement is not an agreement that the law of a particular jurisdiction applies to any dispute under the policy. It is further agreed that service of process in such suit may be made upon the highest one in authority bearing the title "Commissioner", "Director" or "Superintendent" of Insurance of the state or commonwealth wherein the property covered by this policy is located, and that in any suit instituted against it upon this contract this Company will abide by the final decision of such Court or any Appellate Court in the event of an appeal. The one in authority bearing the title "Commissioner", "Director" or "Superintendent" of Insurance of the state or commonwealth wherein the property covered by this policy is located is hereby authorized and directed to accept service of process on behalf of this Company in any such suit and/or upon the Insured's request to give a written undertaking to the Insured that they will enter a general appearance upon this Company's behalf in the event such a suit shall be instituted.

As respects locations in the State of California, notwithstanding anything to the contrary contained in the printed form of this policy, it is agreed and understood that service of suit may be made upon the following:

Corporation Service Company

2710 Gateway Oaks Drive, Suite 150N

Sacramento, California 95833-3505

All other terms and conditions of the policy remain unchanged.

This Endorsement Changes The Policy. Please Read It Carefully.

CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL

The following conditions are added and supersede any provisions to the contrary:

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured at the mailing address shown in the policy and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation if we cancel for:

(1) Nonpayment of premium; or

(2) Discovery of fraud by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

(1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.

(2) Discovery of fraud or material misrepresentation by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

(3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

(4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.

(5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.

(6) A determination by the Commissioner of Insurance that the:

(a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or

(b) Continuation of the policy coverage would:

(i) Place us in violation of California law or the laws of the state where we are domiciled; or

(ii) Threaten our solvency.

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(7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.

b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud ;or

(2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph **3.a.**

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

7. Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under the Commercial Property Coverage Part:

a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in **b.** and **c.** below.

b. We may not cancel this policy solely because the first Named Insured has:

(1) Accepted an offer of earthquake coverage; or

(2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This Restriction **(c.)** applies only if coverage is subject to the Commercial Property Coverage Part – Causes of Loss – Special Form, which exclude loss or damage caused by or resulting from corrosive soil conditions.

B. NONRENEWAL

1. Subject to the provisions of Paragraphs **B.2.** and **B.3.** below, if we elect not to renew this policy, we will mail or deliver written notice stating the reason for nonrenewal to the first Named Insured shown in the Declarations and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under the Commercial Property Coverage Part:

a. We may elect not to renew such coverage for any reason, except as provided in **b., c.** and **d.** below:

b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

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However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

(1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

(2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

(3) We have:

(a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or

(b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority that included an earthquake policy premium surcharge.

d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This Restriction **(d.)** applies only if coverage is subject to the Commercial Property Coverage Part – Causes of Loss – Special Form, which exclude loss or damage caused by or resulting from corrosive soil conditions.

3. We are not required to send notice of nonrenewal in the following situations:

a. If the transfer or renewal of a policy, without any changes in terms, conditions, or rates, is between us and a member of our insurance group.

b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph **B.1.**

c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.

d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.

e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.

f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph **B.1.,** to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

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This Endorsement Changes The Policy. Please Read It Carefully.

MINIMUM EARNED PREMIUM CLAUSE - PERCENTAGE

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

In the event of cancellation of this policy or reduction of coverage by the Insured, a minimum premium of 25 % of the original policy premium shall become earned; any conditions of the policy to the contrary notwithstanding.

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

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

This Endorsement Changes The Policy. Please Read It Carefully.

EXCLUSION AND LIMITED ADDITIONAL COVERAGE FOR FUNGUS

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

A. The following Exclusion is added:

EXCLUSION – "Fungus", Wet Rot, Dry Rot And Bacteria

We will not pay for loss or damage caused directly or indirectly by the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. But if "fungus", wet or dry rot or bacteria results in a "specified covered cause of loss", we will pay for the loss or damage caused by that "specified covered cause of loss".

This exclusion does not apply:

1. When "fungus", wet or dry rot or bacteria results from fire or lightning; or

2. To the extent that coverage is provided in the Additional Coverage - Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria with respect to loss or damage by a cause of loss other than fire or lightning.

B. The following Additional Coverage is added:

ADDITIONAL COVERAGE - Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria

1. This limited coverage applies only when the "fungus", wet or dry rot or bacteria is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence, and only if any loss resulting from the following is reported to us within 60 days of the occurrence.

a. A "specified covered cause of loss" other than fire or lightning; or

b. Flood, if the Flood Coverage Endorsement applies to the affected premises.

2. Under conditions described in item **B.1.** above, we will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:

a. Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;

b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and

c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.

3. The coverage provided under this Limited Coverage is limited to $15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of $15,000 even if the "fungus", wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period.

4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

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If there is covered loss or damage to Covered Property, not caused by "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

C. The following Definition is added:

1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

2. "Specified covered cause of loss" means the following: Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.

a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:

(1) The cost of filling sinkholes; or

(2) Sinking or collapse of land into man-made underground cavities.

b. Falling objects does not include loss or damage to:

(1) Personal property in the open; or

(2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object**.**

c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam.

This Endorsement Changes The Policy. Please Read It Carefully.

EXCLUSION OF PATHOGENIC OR POISONOUS BIOLOGICAL OR CHEMICAL MATERIALS

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

The following exclusion is added:

We will not pay for loss or damage caused directly or indirectly by the discharge, dispersal, seepage, migration, release, escape or application of any pathogenic or poisonous biological or chemical materials. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

However, if both A. and B. below apply, we will pay up to a maximum of $10,000 for any and all claims for such loss or damage arising out of events occurring within the term of this policy:

A. The pathogenic or poisonous biological or chemical materials are normally kept at or brought onto your premises, with your consent, for use in your business operations at your premises; and

B. The discharge, dispersal, seepage, migration, release, escape or application of the pathogenic or poisonous biological or chemical materials is accidental and is not the result of a willful or malicious act against any persons, organizations, or property of any nature.

This Endorsement Changes The Policy. Please Read It Carefully.

FLOOD EXCLUSION

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

In consideration of premium charged, it is agreed that the following exclusion is added to this policy:

We will not pay for loss or damage caused directly or indirectly by a **Flood**. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

Flood is defined as the following:

a. Flood, surface water, rising waters, waves, tides, tidal waves, storm surge, overflow of any body of water or their spray, all whether driven by wind or not;

b. Mudslide or mudflow;

c. Water that backs up or overflows from any sewer or drain;

d. Water that seeps, leaks or flows from below the surface of the ground;

e. The rising, overflowing or breaking of boundaries of natural or man-made bodies of water;

f. The release of water held by a dam, levee or dike or by a water or flood control device;

g. The release of water caused by the Acts, Errors or Omissions by you or others in the design, specifications, workmanship, repair, construction, or renovation of all or any part of a water or flood control device, levee, dam or dike;

h. Inundation of normally dry land by natural or man-made cause; or

i. Water inundation from any cause whatsoever.

However, **Flood** does not include the accidental discharge or leakage of water as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance.

This Endorsement Changes The Policy. Please Read It Carefully.

EARTH MOVEMENT SPRINKLER LEAKAGE EXCLUSION

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

In consideration of premium charged, it is agreed that the following exclusion is added to this policy:

We will not pay for loss or damage caused directly or indirectly by Sprinkler Leakage resulting from Earth Movement. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

Earth Movement shall be defined as follows:

1. Earthquake, including any earth sinking, rising or shifting related to such event;

2. Landslide, including any earth sinking, rising or shifting related to such event;

3. Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

4. Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

5. Volcanic Eruption, Explosion or Effusion.

This Endorsement Changes The Policy. Please Read It Carefully.

EXCLUSION OF TERRORISM (EXCEPTION COVERING CERTAIN FIRE LOSSES)

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

A. Definitions

1. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in that Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

a. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is 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.

2. "Other act of terrorism" means any activity against persons, organizations or property of any nature:

a. That involves the following or preparation for the following:

(1) Use or threat of force or violence; or

(2) Commission or threat of a dangerous act; or

(3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

(1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

(2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology; and

c. When the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act.

B. Exclusion of Certified Acts of Terrorism and the following Other Acts of Terrorism

We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism" or an "other act of terrorism":

1. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

2. With respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:

a. The act involves the use, release or escape of nuclear materials, or that directly or indirectly results in nuclear reaction or radiation or radioactive contamination;

b. The act is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials;

c. The act involves the release of pathogenic or poisonous biological or chemical materials, and it appears that one purpose of the terrorism was to release such materials; or

d. The total of insured damage to all types of property in the United States, its territories and possessions, Puerto Rico, and Canada exceeds $25,000,000. In determining whether the $25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "other act of terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions. Multiple incidents of an "other act of terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold is exceeded.

With respect to this Item **B.2.d.**, the immediately preceding paragraph describes the threshold used to measure the magnitude of an "other act of terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an "other act of terrorism", there is no coverage under this Coverage Part or Policy.

C. Exception Covering Certain Fire Losses

If a "certified act of terrorism" or an "other act of terrorism" results in Fire, we will pay for the loss or damage caused by that Fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for Fire applies only to direct loss or damage by Fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense Coverage Forms or endorsements that apply to those coverage forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

With respect to Fire resulting from any one or more "certified acts of terrorism" under the federal Terrorism Risk Insurance Act, we will not pay any amounts for which we are not responsible under the terms of that Act (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

D. Application Of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as, but not limited to, losses excluded by any Nuclear Hazard or War And Military Action Exclusions.

This Endorsement Changes The Policy. Please Read It Carefully.

CYBER, ELECTRONIC DATA AND SYSTEMS EXCLUSION

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

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

Exclusion

This Policy does not insure any loss, damage, destruction, distortion, erasure, corruption or alteration of **ELECTRONIC DATA** from any cause whatsoever (including but not limited to **COMPUTER VIRUS**) or any loss of access, any loss of use, reduction in functionality, cost, expense of any kind or of any nature whatsoever resulting therefrom. Further, this Policy does not insure any loss or damage that directly or indirectly results from loss, damage, destruction, distortion, erasure, corruption or alteration of **ELECTRONIC DATA** from any cause whatsoever (including but not limited to **COMPUTER VIRUS**).

Such loss or damage as described herein is excluded regardless of any other cause or event contributing concurrently or in any other sequence to the loss or damage.

This exclusion applies regardless of whether the loss or damage arises out of or results from authorized, unauthorized, intentional, unintentional or accidental access in, of, or to any computer, communication system, file server, network(s), networking equipment, computer system, computer hardware, computer software, data processing equipment, computer memory, microchip, microprocessor, integrated circuit or similar device.

ELECTRONIC DATA means facts, concepts and information recorded, transmitted or converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment. **ELECTRONIC DATA** also includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorized instructions or code including, but not limited to any set of maliciously, intentionally, unintentionally or accidentally introduced instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature located anywhere in the world. **COMPUTER VIRUS** includes, but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

However, in the event that a peril insured by this Policy results from any of the matters described herein, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage to insured property that was directly caused by such peril insured by this Policy and occurring within the Policy Period.

This Endorsement Changes The Policy. Please Read It Carefully.

EXCLUSION – MARIJUANA

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

A. The following Exclusion is added:

1. We will not pay for loss or damage to “marijuana” or any property related to the design, manufacture, distribution, sale, serving, furnishing, use or possession of “marijuana”.

2. We will not pay for that part of Business Income loss or Extra Expense incurred due to a "suspension" of your "operations" which involve the design, manufacture, distribution, sale, serving, furnishing, use or possession of "marijuana".

B. Paragraph **A.** above does not apply to any "marijuana" that is not designed, manufactured, distributed, sold, served or furnished for bodily ingestion, inhalation, absorption or consumption.

C. The following definition is added to the **Definitions** section:

"Marijuana" means:

Any good or product that consists of or contains any amount of Tetrahydrocannabinol (THC) or any other cannabinoid, regardless of whether any such THC or cannabinoid is natural or synthetic.

Which includes, but is not limited to, any of the following containing such THC or cannabinoid:

1. Any plant of the genus Cannabis L., or any part thereof, such as seeds, stems, flowers, stalks and roots; or

2. Any compound, byproduct, extract, derivative, mixture or combination, such as, but not limited to:

a. Resin, oil or wax;

b. Hash or hemp; or

c. Infused liquid or edible marijuana;

whether derived from any plant or part of any plant set forth in Paragraph **C.1.** above or not.

COMMON POLICY CONDITIONS

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

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

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

C. Examination Of Your Books And Records

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

D. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

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

F. Transfer Of Your Rights And Duties Under This Policy

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

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

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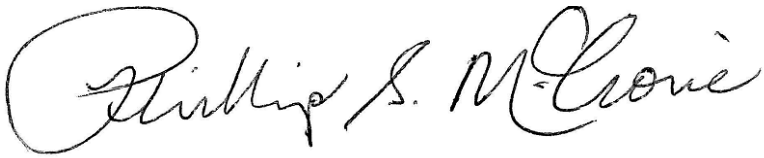
Your policy has been signed on our behalf by our President and by our Secretary. However, your policy will not be binding on us unless it is also countersigned by one of our duly authorized agents.



President

RSUI Indemnity Company
Landmark American Insurance Company
Covington Specialty Insurance Company

Secretary

RSUI Indemnity Company
Landmark American Insurance Company
Covington Specialty Insurance Company

Exhibit A-4

COMMON POLICY DECLARATIONS

COMPANY NAME: Landmark American Insurance Company

BRANCH ADDRESS: 945 East Paces Ferry Road, Suite 1800, Atlanta, GA 30326-1160

POLICY NO.: LHD424644 **RENEWAL OF:**

NAMED INSURED AND MAILING ADDRESS:

Tribal First DEC 37
(Name Incomplete - refer to Manuscript Form)
c/o Alliant Insurance Services, Inc.
325 E. Hillcrest Dr. Suite 250
Thousand Oaks, CA 91360

PRODUCER:

POLICY PERIOD: From 7/1/2019 To 7/1/2020 12:01 A.M. Standard Time at your Mailing Address above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

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

COVERAGE PARTS	PREMIUM		COMM.
Commercial Property	$	110,000.00	**DO NOT WRITE IN THIS AREA**
	$		
	$		
STATE ASSESSMENTS & FEES			
	$		
	$		
	$		
	$		
	$		
	$		
	$		
	$		
	$		
	$		
	$		
	$		
	$		
	TOTAL $	110,000.00	

FORMS APPLICABLE TO ALL COVERAGE PARTS:

SEE SCHEDULE OF POLICY ATTACHMENTS AND FORMS, RSG 94106 1009

BUSINESS DESCRIPTION: Tribal Properties

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE FORMS(S) AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE CONTRACT OF INSURANCE.

Countersigned: October 28, 2019 By: _____
Date IPS Authorized Representative

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A member of Alleghany Insurance Holdings LLC

TRIBAL PROPERTY INSURANCE PROGRAM (TPIP) - DECLARATIONS - (VARIOUS)

Endorsement No2

Policy No.:
VARIOUS - See Below

Policy Period:
07/01/2019 - 07/01/2020

Effective Date of Endorsement :
12:01 a.m. VARIOUS

Issued by: Landmark American Insurance Company

In consideration of premium charged, it is agreed and understood that the quarterly report for October to December 2019-20 is hereby declared and accepted by the Company.

Bordereau Month	Dec Name	Member	State	Endt#	Description of Transaction	Inception Date	Expiration Date	TIV	Carrier Name	Policy No.	Premium Breakdown
OCTOBER	TPIP - 31	Fallon Tribal Development Corporation	NV	FALLN	1) Add Loc # 3-C, 3-D, 4-B and	07/01/19	07/01/20	$1,032,842	Landmark American Insurance Company	LHD424641	$ 32
OCTOBER	TPIP - 31	Fallon Tribal Development Corporation	NV	FALLN	1) Add Loc # 3-C, 3-D, 4-B and	07/01/19	07/01/20	$1,032,842	Landmark American Insurance Company	LHD424643	$ 16
OCTOBER	TPIP - 31	Wind River Hotel & Casino	WY		Add Lenders Loss Payable to	10/11/19	07/01/20	-	Landmark American Insurance Company	LHD424641	N/A
OCTOBER	TPIP - 31	Wind River Hotel & Casino	WY		Add Lenders Loss Payable to	10/11/19	07/01/20	-	Landmark American Insurance Company	LHD424643	N/A
OCTOBER	TPIP - 31	Southern Ute Indian Tribe Growth Fund	CO	SOUTE	Remove location #191	07/01/19	07/01/20	-$1,681,391	Landmark American Insurance Company	LHD424641	$ (85)
OCTOBER	TPIP - 31	Southern Ute Indian Tribe Growth Fund	CO	SOUTE	Remove location #191	07/01/19	07/01/20	-$1,681,391	Landmark American Insurance Company	LHD424643	$ (43)
OCTOBER	TPIP - 31	Tule River Indian Tribe of California	CA		Add Special Terms 1	10/30/19	07/01/20	$158,401,562	Landmark American Insurance Company	LHD424641	N/A
OCTOBER	TPIP - 31	Tule River Indian Tribe of California	CA		Add Special Terms 1	10/30/19	07/01/20	$158,401,562	Landmark American Insurance Company	LHD424643	N/A
OCTOBER	TPIP - 31	Tohono Oodham Nursing Care Authority	AZ	TOHON	NEW MEMBER	10/01/19	07/01/20	$40,495,000	Landmark American Insurance Company	LHD424641	$ 920
OCTOBER	TPIP - 31	Tohono Oodham Nursing Care Authority	AZ	TOHON	NEW MEMBER	10/01/19	07/01/20	$40,495,000	Landmark American Insurance Company	LHD424643	$ 460
OCTOBER	TPIP - 31	GFP Vancouver-WA, LLC	CO	GFPVA	NEW MEMBER	10/03/19	07/01/20	$36,173,462	Landmark American Insurance Company	LHD424641	$ 817
OCTOBER	TPIP - 31	GFP Vancouver-WA, LLC	CO	GFPVA	NEW MEMBER	10/03/19	07/01/20	$36,173,462	Landmark American Insurance Company	LHD424643	$ 409
NOVEMBER	TPIP - 31	Miami Nation Enterprises (Parent)	TX		add additional named insured	08/23/19	07/01/20	-	Landmark American Insurance Company	LHD424641	N/A
NOVEMBER	TPIP - 31	Miami Nation Enterprises (Parent)	TX		add additional named insured	08/23/19	07/01/20	-	Landmark American Insurance Company	LHD424643	N/A
NOVEMBER	TPIP - 31	Miami Nation Enterprises (Parent)	TX		Add additional named	09/01/19	07/01/20	-	Landmark American Insurance Company	LHD424641	N/A
NOVEMBER	TPIP - 31	Miami Nation Enterprises (Parent)	TX		Add additional named	09/01/19	07/01/20	-	Landmark American Insurance Company	LHD424643	N/A
NOVEMBER	TPIP - 37	San Carlos Apache Tribe	AZ		AOP Deductible changed	07/01/19	07/01/20	-	Landmark American Insurance Company	LHD424644	N/A
NOVEMBER	TPIP - 37	San Carlos Apache Tribe	AZ		AOP Deductible changed	07/01/19	07/01/20	-	Landmark American Insurance Company	LHD424645	N/A
NOVEMBER	TPIP - 37	Leech Lake Band of Ojibwe and Leech Lake Financial	MN	LEECH	Correction to values (-	07/25/19	07/01/20	-$19,163,220	Landmark American Insurance Company	LHD424644	$ (277)
NOVEMBER	TPIP - 37	Leech Lake Band of Ojibwe and Leech Lake Financial	MN	LEECH	Correction to values (-	07/25/19	07/01/20	-$19,163,220	Landmark American Insurance Company	LHD424645	$ (139)
DECEMBER	TPIP - 31	Fort Sill Apache Tribe of Oklahoma	OK		Add additional named insured	07/01/19	07/01/20	-	Landmark American Insurance Company	LHD424641	N/A
DECEMBER	TPIP - 31	Fort Sill Apache Tribe of Oklahoma	OK		Add additional named insured	07/01/19	07/01/20	-	Landmark American Insurance Company	LHD424643	N/A
DECEMBER	TPIP - 31	Cocopah Indian Tribe and Enterprises	AZ		Correct additional named	07/01/19	07/01/20	-	Landmark American Insurance Company	LHD424641	N/A
DECEMBER	TPIP - 31	Cocopah Indian Tribe and Enterprises	AZ		Correct additional named	07/01/19	07/01/20	-	Landmark American Insurance Company	LHD424643	N/A
DECEMBER	TPIP - 31	Chehalis Tribal Enterprises	WA		Add Loss Payee in regards to	07/01/19	07/01/20	-	Landmark American Insurance Company	LHD424641	N/A
DECEMBER	TPIP - 31	Chehalis Tribal Enterprises	WA		Add Loss Payee in regards to	07/01/19	07/01/20	-	Landmark American Insurance Company	LHD424643	N/A
DECEMBER	TPIP - 31	S&K Technologies, Inc	MT		Add Additional named	12/06/19	07/01/20	-	Landmark American Insurance Company	LHD424641	N/A
DECEMBER	TPIP - 31	S&K Technologies, Inc	MT		Add Additional named	12/06/19	07/01/20	-	Landmark American Insurance Company	LHD424643	N/A
DECEMBER	TPIP - 31	Kickapoo Tribe of Oklahoma	OK		Add additional named	12/10/19	07/01/20	-	Landmark American Insurance Company	LHD424641	N/A
DECEMBER	TPIP - 31	Kickapoo Tribe of Oklahoma	OK		Add additional named	12/10/19	07/01/20	-	Landmark American Insurance Company	LHD424643	N/A
DECEMBER	TPIP - 31	S&K Technologies, Inc	MT		Add additional named	10/01/19	07/01/20	-	Landmark American Insurance Company	LHD424641	N/A
DECEMBER	TPIP - 31	S&K Technologies, Inc	MT		Add additional named	10/01/19	07/01/20	-	Landmark American Insurance Company	LHD424643	N/A
DECEMBER	TPIP - 31	Confederated Tribes of the Colville Reservation	WA		Add additinal named insured:	12/18/19	07/01/20	-	Landmark American Insurance Company	LHD424641	N/A
DECEMBER	TPIP - 31	Confederated Tribes of the Colville Reservation	WA		Add additinal named insured:	12/18/19	07/01/20	-	Landmark American Insurance Company	LHD424643	N/A
DECEMBER	TPIP - 37	Wyandotte Nation	OK		Add additinal named insured:	07/01/19	07/01/20	-	Landmark American Insurance Company	LHD424644	N/A
DECEMBER	TPIP - 37	Wyandotte Nation	OK		Add additinal named insured:	07/01/19	07/01/20	-	Landmark American Insurance Company	LHD424645	N/A
DECEMBER	TPIP - 31	Lac Courte Oreilles Band of Lake Superior Chippewa Indians	WI		Add additional named	12/20/19	07/01/20	-	Landmark American Insurance Company	LHD424641	N/A
DECEMBER	TPIP - 31	Lac Courte Oreilles Band of Lake Superior Chippewa Indians	WI		Add additional named	12/20/19	07/01/20	-	Landmark American Insurance Company	LHD424643	N/A
DECEMBER	TPIP - 31	Duckwater Shoshone Tribe	NV	DUCKW	NEW MEMBER	12/31/19	07/01/20	$13,603,862	Landmark American Insurance Company	LHD424641	$ 207
DECEMBER	TPIP - 31	Duckwater Shoshone Tribe	NV	DUCKW	NEW MEMBER	12/31/19	07/01/20	$13,603,862	Landmark American Insurance Company	LHD424643	$ 103
DECEMBER	TPIP - 31	Flandreau Santee Sioux Tribe	SD	FLAND	NEW MEMBER	12/07/19	07/01/20	$38,909,934	Landmark American Insurance Company	LHD424641	$ 764
DECEMBER	TPIP - 31	Flandreau Santee Sioux Tribe	SD	FLAND	NEW MEMBER	12/07/19	07/01/20	$38,909,934	Landmark American Insurance Company	LHD424643	$ 382
DECEMBER	TPIP - 31	The Hopi Tribe and The Hopi Tribe Endowment Fund	AZ	HOPIT	NEW MEMBER	12/31/19	07/01/20	$50,300,238	Landmark American Insurance Company	LHD424641	$ 668
DECEMBER	TPIP - 31	The Hopi Tribe and The Hopi Tribe Endowment Fund	AZ	HOPIT	NEW MEMBER	12/31/19	07/01/20	$50,300,238	Landmark American Insurance Compan	LHD424643	$ 334
											$ 4,568

SUMMARY

TOTAL ADDITIONAL PREMIUM / (RETURN PREMIUM) BY CARRIER		
Landmark American Insurance Company	**LHD424641**	$ 3,323
Landmark American Insurance Company	**LHD424643**	$ 1,661
Landmark American Insurance Company	**LHD424644**	$ (277)
Landmark American Insurance Company	**LHD424645**	$ (139)
GRAND TOTAL		**$ 4,568**

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions or limitations of the policy to which this endorsement is attached other than as above stated.

This endorsement when countersigned by a duly authorized representative of the Company shall be valid and form part of the above-mentioned poli

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Date Issued: 2/18/2020

Authorized Representative

TRIBAL PROPERTY INSURANCE PROGRAM (TPIP) - DECLARATIONS - (VARIOUS)

Endorsement No.: 1

Policy No.:
VARIOUS - See Below

Policy Period:
07/01/2019 - 07/01/2020

Effective Date of Endorsement :
12:01 a.m. VARIOUS

Issued by: Landmark American Insurance Company

In consideration of premium charged, it is agreed and understood that the quarterly report for July, August, September 2019-20 is hereby declared and accepted by the Company.

Bordereau Month	Dec Name	Member	State	Endt#	Description of Transaction	Inception Date	Expiration Date	TIV	Carrier Name	Policy No.	Premium Breakdown
JULY	TPIP - 31	Yankton Sioux Tribe dba: Fort Randall Hotel & Casino	SD		Add Special Terms #2	07/01/19	07/01/20	-	Landmark American Insurance Company	LHD424641	N/A
JULY	TPIP - 31	Yankton Sioux Tribe dba: Fort Randall Hotel & Casino	SD		Add Special Terms #2	07/01/19	07/01/20	-	Landmark American Insurance Company	LHD424643	N/A
JULY	TPIP - 37	Wichita and Affiliated Tribes DBA: Wichita Tribe	OK		Change First Named Insured	07/01/19	07/01/20	-	Landmark American Insurance Company	LHD424644	N/A
JULY	TPIP - 37	Wichita and Affiliated Tribes DBA: Wichita Tribe	OK		Change First Named Insured	07/01/19	07/01/20	-	Landmark American Insurance Company	LHD424645	N/A
JULY	TPIP - 31	Filtra Systems Company LLC	MI		Add Special Terms 1 :	07/22/19	07/01/20	-	Landmark American Insurance Company	LHD424641	N/A
JULY	TPIP - 31	Filtra Systems Company LLC	MI		Add Special Terms 1 :	07/22/19	07/01/20	-	Landmark American Insurance Company	LHD424643	N/A
JULY	TPIP - 31	Hwal Bay Baij Enterprises	AZ	HWALB	Renewal TIV correction:	07/01/19	07/01/20	$423,334	Landmark American Insurance Company	LHD424641	$ 14
JULY	TPIP - 31	Hwal Bay Baij Enterprises	AZ	HWALB	Renewal TIV correction:	07/01/19	07/01/20	$423,334	Landmark American Insurance Company	LHD424643	$ 7
AUGUST	TPIP - 31	Fort Mojave Indian Tribe	CA		Replace Special Terms 1	07/01/19	07/01/20	-	Landmark American Insurance Company	LHD424641	N/A
AUGUST	TPIP - 31	Fort Mojave Indian Tribe	CA		Replace Special Terms 1	07/01/19	07/01/20	-	Landmark American Insurance Company	LHD424643	N/A
AUGUST	TPIP - 31	Chickasaw Nation Industries, Inc	OK	CHNAT	Remove location #2, 6391	07/01/19	07/01/20	-$200,000	Landmark American Insurance Company	LHD424641	$ (7)
AUGUST	TPIP - 31	Chickasaw Nation Industries, Inc	OK	CHNAT	Remove location #2, 6391	07/01/19	07/01/20	-$200,000	Landmark American Insurance Company	LHD424643	$ (3)
AUGUST	TPIP - 31	Cahuilla Casino, Cahuilla Band of Mission Indians	CA		Add the following as	08/15/19	07/01/20	-	Landmark American Insurance Company	LHD424641	N/A
AUGUST	TPIP - 31	Cahuilla Casino, Cahuilla Band of Mission Indians	CA		Add the following as	08/15/19	07/01/20	-	Landmark American Insurance Company	LHD424643	N/A
AUGUST	TPIP - 31	Inter-Tribal Council, Inc.	OK	INTTR	Delete Loctation #2A, 21 N.	07/01/19	07/01/20	-$57,926	Landmark American Insurance Company	LHD424641	$ (2)
AUGUST	TPIP - 31	Inter-Tribal Council, Inc.	OK	INTTR	Delete Loctation #2A, 21 N.	07/01/19	07/01/20	-$57,926	Landmark American Insurance Company	LHD424643	$ (1)
AUGUST	TPIP - 31	Oneida Airport Hotel Corporation dba: Radisson Hotel & Conference Center	WI	ONAIR	Correction to renewal TIV (-	07/01/19	07/01/20	-$9,910,601	Landmark American Insurance Company	LHD424641	$ (370)
AUGUST	TPIP - 31	Oneida Airport Hotel Corporation dba: Radisson Hotel & Conference Center	WI	ONAIR	Correction to renewal TIV (-	07/01/19	07/01/20	-$9,910,601	Landmark American Insurance Company	LHD424643	$ (185)
AUGUST	TPIP - 31	Yavapai Prescott Indian Tribe	AZ		Add special terms #2:	08/15/19	07/01/20	-	Landmark American Insurance Company	LHD424641	N/A
AUGUST	TPIP - 31	Yavapai Prescott Indian Tribe	AZ		Add special terms #2:	08/15/19	07/01/20	-	Landmark American Insurance Company	LHD424643	N/A
AUGUST	TPIP - 31	United Keetoowah Band of Cherokee Indians in Oklahoma	OK	UNIKE	NEW MEMBER	08/01/19	07/01/20	$16,117,381	Landmark American Insurance Company	LHD424641	$ 498
AUGUST	TPIP - 31	United Keetoowah Band of Cherokee Indians in Oklahoma	OK	UNIKE	NEW MEMBER	08/01/19	07/01/20	$16,117,381	Landmark American Insurance Company	LHD424643	$ 249
AUGUST	TPIP - 31	Colville Tribal Credit Corporation	WA	COLTR	NEW MEMBER	08/01/19	07/01/20	$2,598,800	Landmark American Insurance Company	LHD424641	$ 72
AUGUST	TPIP - 31	Colville Tribal Credit Corporation	WA	COLTR	NEW MEMBER	08/01/19	07/01/20	$2,598,800	Landmark American Insurance Company	LHD424643	$ 36
AUGUST	TPIP - 31	Shawnee Development, LLC dba Golden Mesa Casino	OK	SHAWN	NEW MEMBER	08/19/19	07/01/20	$45,000,000	Landmark American Insurance Company	LHD424641	$ 1,183
AUGUST	TPIP - 31	Shawnee Development, LLC dba Golden Mesa Casino	OK	SHAWN	NEW MEMBER	08/19/19	07/01/20	$45,000,000	Landmark American Insurance Company	LHD424643	$ 592
SEPTEMBER	TPIP - 31	Jena Choctaw Indian Gaming Authority dba: Jena Choctaw Pines Casino	LA		Add Loss Payee:	07/01/19	07/01/20	-	Landmark American Insurance Company	LHD424641	N/A
SEPTEMBER	TPIP - 31	Jena Choctaw Indian Gaming Authority dba: Jena Choctaw Pines Casino	LA		Add Loss Payee:	07/01/19	07/01/20	-	Landmark American Insurance Company	LHD424643	N/A
SEPTEMBER	TPIP - 31	Paiute Indian Tribe of Utah	UT		1) Replace first named	09/25/19	07/01/20	-	Landmark American Insurance Company	LHD424641	N/A
SEPTEMBER	TPIP - 31	Paiute Indian Tribe of Utah	UT		1) Replace first named	09/25/19	07/01/20	-	Landmark American Insurance Company	LHD424643	N/A
SEPTEMBER	TPIP - 37	Leech Lake Band of Ojibwe and Leech Lake Financial	MN	LEECH	Add Casino location 259: 6268	07/25/19	07/01/20	$59,013,578	Landmark American Insurance Company	LHD424644	$ 854
SEPTEMBER	TPIP - 37	Leech Lake Band of Ojibwe and Leech Lake Financial	MN	LEECH	Add Casino location 259: 6268	07/25/19	07/01/20	$59,013,578	Landmark American Insurance Company	LHD424645	$ 427
SEPTEMBER	TPIP - 37	Muscogee (Creek) Nation	OK		Add Loss Payee:	09/24/19	07/01/20	-	Landmark American Insurance Company	LHD424644	N/A
SEPTEMBER	TPIP - 37	Muscogee (Creek) Nation	OK		Add Loss Payee:	09/24/19	07/01/20	-	Landmark American Insurance Company	LHD424645	N/A
SEPTEMBER	TPIP - 37	Osage Nation	OK	OSNAT	Correction to renewal TIV	07/01/19	07/01/20	$5,944,514	Landmark American Insurance Company	LHD424644	$ 267
SEPTEMBER	TPIP - 37	Osage Nation	OK	OSNAT	Correction to renewal TIV	07/01/19	07/01/20	$5,944,514	Landmark American Insurance Company	LHD424645	$ 134
											$ 3,765

SUMMARY		
TOTAL ADDITIONAL PREMIUM / (RETURN PREMIUM) BY CARRIER		
Landmark American Insurance Company	LHD424641	$ 1,388
Landmark American Insurance Company	LHD424643	$ 695
Landmark American Insurance Company	LHD424644	$ 1,121
Landmark American Insurance Company	LHD424645	$ 561
GRAND TOTAL		**$ 3,765**

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions or limitations of the policy to which this endorsement is attached other than as above stated.

This endorsement when countersigned by a duly authorized representative of the Company shall be valid and form part of the above-mentioned policy.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Date Issued: 2/12/2020

Authorized Representative

Policy Number: LHD424644

Insurer: Landmark American Insurance Company

Named Insured: Tribal First DEC 37

NOTICE - REJECTION OF TERRORISM COVERAGE

Coverage has been “rejected” by the Insured for all acts of terrorism including but not limited to “certified acts of terrorism” under the federal Terrorism Risk Insurance Act.

IMPORTANT NOTICE

CALIFORNIA SURPLUS LINES DISCLOSURE NOTICE

1. **THE INSURANCE POLICY THAT YOU HAVE PURCHASED IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED "NONADMITTED" OR "SURPLUS LINE" INSURERS.**
2. **THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT THAT APPLY TO CALIFORNIA LICENSED INSURERS.**
3. **THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.**
4. **THE INSURER SHOULD BE LICENSED EITHER AS A FOREIGN INSURER IN ANOTHER STATE IN THE UNITED STATES OR AS A NON-UNITED STATES (ALIEN) INSURER. YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR "SURPLUS LINE" BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT THE FOLLOWING TOLL-FREE TELEPHONE NUMBER: 1-800-927-4357 OR INTERNET WEB SITE WWW.INSURANCE.CA.GOV. ASK WHETHER OR NOT THE INSURER IS LICENSED AS A FOREIGN OR NON-UNITED STATES (ALIEN) INSURER AND FOR ADDITIONAL INFORMATION ABOUT THE INSURER. YOU MAY ALSO CONTACT THE NAIC'S INTERNET WEB SITE AT WWW.NAIC.ORG.**
5. **FOREIGN INSURERS SHOULD BE LICENSED BY A STATE IN THE UNITED STATES AND YOU MAY CONTACT THAT STATE'S DEPARTMENT OF INSURANCE TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.**
6. **FOR NON-UNITED STATES (ALIEN) INSURERS, THE INSURER SHOULD BE LICENSED BY A COUNTRY OUTSIDE OF THE UNITED STATES AND SHOULD BE ON THE NAIC'S INTERNATIONAL INSURERS DEPARTMENT (IID) LISTING OF APPROVED NONADMITTED NON-UNITED STATES INSURERS. ASK YOUR AGENT,**

BROKER, OR "SURPLUS LINE" BROKER TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.

7. **CALIFORNIA MAINTAINS A LIST OF APPROVED SURPLUS LINE INSURERS. ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE INTERNET WEB SITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE: WWW.INSURANCE.CA.GOV.**
8. **IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE BOUND IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS GOING TO LAPSE WITHIN TWO BUSINESS DAYS OR BECAUSE YOU WERE REQUIRED TO HAVE COVERAGE WITHIN TWO BUSINESS DAYS, AND YOU DID NOT RECEIVE THIS DISCLOSURE FORM AND A REQUEST FOR YOUR SIGNATURE UNTIL AFTER COVERAGE BECAME EFFECTIVE, YOU HAVE THE RIGHT TO CANCEL THIS POLICY WITHIN FIVE DAYS OF RECEIVING THIS DISCLOSURE. IF YOU CANCEL COVERAGE, THE PREMIUM WILL BE PRORATED AND ANY BROKER'S FEE CHARGED FOR THIS INSURANCE WILL BE RETURNED TO YOU.**

State Fraud Statements
Fraud Statements – Signature Required for New York Only

ARKANSAS, LOUISIANA, RHODE ISLAND, TEXAS AND WEST VIRGINIA FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

ALASKA FRAUD STATEMENT

A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

ALABAMA FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

ARIZONA FRAUD STATEMENT

For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

CALIFORNIA FRAUD STATEMENT

For your protection, California law requires that you be made aware of the following: Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

COLORADO FRAUD STATEMENT

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

DELAWARE FRAUD STATEMENT

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

DISTRICT OF COLUMBIA FRAUD STATEMENT

WARNING: It is a crime to provide false, or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

FLORIDA FRAUD STATEMENT

Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

HAWAII FRAUD STATEMENT

For your protection, Hawaii law requires you to be informed that any person who presents a fraudulent claim for payment of a loss or benefit is guilty of a crime punishable by fines or imprisonment, or both.

IDAHO FRAUD STATEMENT

Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

INDIANA FRAUD STATEMENT

Any person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

KANSAS FRAUD STATEMENT

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

KENTUCKY FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

MAINE FRAUD STATEMENT

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

MARYLAND FRAUD STATEMENT

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

MINNESOTA FRAUD STATEMENT

Any person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

NEW HAMPSHIRE FRAUD STATEMENT

Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

NEW JERSEY FRAUD STATEMENT

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NEW MEXICO FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

OHIO FRAUD STATEMENT

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

OKLAHOMA FRAUD STATEMENT

WARNING: Any person who knowingly and with intent to injure, defraud, or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

OREGON FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

PENNSYLVANIA FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

PUERTO RICO FRAUD STATEMENT

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

TENNESSEE, VIRGINIA, AND WASHINGTON FRAUD STATEMENT

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

SIGNATURE REQUIRED

NEW YORK FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

_____

Insured/Applicant/Claimant

_____

By (Authorized Representative)

_____

Title

_____

Date

This Endorsement Changes The Policy. Please Read It Carefully.

SCHEDULE OF POLICY ATTACHMENTS AND FORMS

Form Number	Form Title
	Policy Declarations; Schedule of Carriers/Addendum; TPIP policy form
RSG 92001 0416	California Service Of Suit
RSG 93006 0405	California Changes - Cancellation and Nonrenewal
RSG 94027 0206	Minimum Earned Premium Clause - Percentage
RSG 96004 0210	Exclusion And Limited Additional Coverage For Fungus
RSG 96014 0504	Exclusion of Pathogenic or Poisonous Biological or Chemical Material
RSG 96064 0817	Exclusion Of Terrorism - Exception Covering Certain Fire Losses
RSG 96066 0518	Cyber, Electronic Data and Systems Exclusion
RSG 96068 1218	Exclusion - Marijuana
IL 0017 1198	Common Policy Conditions

ALLIANT PROPERTY INSURANCE PROGRAM
DOMESTIC POLICY DECLARATION PAGE

POLICY NAME	**ALLIANT PROPERTY INSURANCE PROGRAM**
POLICY NUMBER:	**See Attached Schedule of Carriers**
NAMED INSURED	**ALLIANT PROPERTY INSURANCE PROGRAM** **Declaration 37 - TPIP 5**
MAILING ADDRESS OF INSURED:	**c/o Alliant Insurance Services, Inc.** **325 E. Hillcrest Dr. Suite 250** **Thousand Oaks, CA 91360**

POLICY PERIOD: From: **July 1, 2019**
To: **July 1, 2020**

Both days at 12:01 a.m. Local Standard Time

LIMITS OF LIABILITY:

A. Declaration Limit of Liability:

$ 1,000,000,000 Per Occurrence, all Perils, Coverages (subject to the policy exclusions), and all Named Insureds combined on this Declaration, regardless of the number of Named Insured**s**, coverages, extensions of coverage, or perils insured, subject to the following per occurrence and/or aggregate sub-limits noted below.

B. Named Insured Limits:

Subject to the Declaration Limit of Liability set forth in paragraph A. above, the per Named Insured**,** per Occurrence All Perils limit set forth on the Declaration Schedule Addendum opposite each Named Insured is the most the Company will pay for each Named Insured, regardless of the, coverages, extensions of coverage or perils insured. Such per Named Insured, per Occurrence All Perils limit is part of and does not increase the Declaration Limit of Liability.

Sub-Limits of Liability:

The Sub-Limits of Liability set forth below apply Per Occurrence, subject to any aggregate listed, Per Named Insured(s) of this Declaration, excess of the Policy Deductibles set forth below or Special Terms & Conditions below, unless indicated otherwise. If the coverage listed below indicates that it "Varies per Named Insured", the applicable sub-limit for each Named Insured is set forth on the Declaration Schedule Addendum opposite each Named Insured's name. Further, if a different limit is set forth in such Declaration Schedule Addendum opposite each Named Insured's name from the limit set forth below, such sub-limit will control with respect to such Named Insured. The Sub-Limits of Liability set forth below or in the Declaration Schedule Addendum are subject to and do not increase the Declaration Limit of Liability set forth above or as set forth in the Declaration Schedule Addendum.

Not to exceed member Sublimit noted on the Declaration Addendum	Flood Limit - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage) in this Declaration combined as respects the peril of Flood occurring outside the State of California.
Not to exceed member Sublimit noted on the Declaration Addendum	Flood Limit - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage) in this Declaration combined as respects the peril of Flood occurring in the State of California.
Not to exceed member Sublimit noted on the Declaration Addendum	Excess of $500,000,000 Per Occurrence and in the Annual Aggregate as respects the peril of Flood (for those Named Insureds that purchase this optional dedicated coverage) excluding Flood Zone A & V Sub-limit (inclusive of all 100 year exposures), not to exceed individual Named Insured's sub-limits and aggregates

Not to exceed member Sublimit noted on the Declaration Addendum	Combined Business Interruption and Rental Income. However, if specific values for such coverage have not been reported as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc., this sub-limit amount is limited to $500,000 per Named Insured subject to maximum of $2,500,000 Per Occurrence, Per Declaration for Business Interruption and Rental Income combined. Business Interruption coverage for Power Generating Plants is excluded, unless otherwise specified.
Not to exceed member Sublimit noted on the Declaration Addendum	Earthquake Shock - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage) in this Declaration combined as respects the peril of Earthquake Shock occurring outside the State of California.
Not to exceed member Sublimit noted on the Declaration Addendum	Earthquake Shock - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage) in this Declaration combined as respects the peril of Earthquake Shock occurring inside the State of California.
$ 35,000,000	Extra Expense
$ 40,000,000	Automatic Acquisition for new locations for existing Named Insureds for 120 days, excluding Earthquake Shock in the states of Alaska and California. If Flood coverage is purchased for all scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V. (If values are not reported within the stated reporting provision, a maximum sub-limit of $25,000,000 for any one occurrence will apply). Additionally a sub-limit of $2,500,000 applies for Tier 1 Wind Counties, Parishes and Independent Cities for 60 days for the states of Virginia, North Carolina, South Carolina, Georgia, Alabama, Mississippi, Louisiana, Texas and/or situated anywhere within the states of Florida and Hawaii.
$ 40,000,000	Miscellaneous Unnamed Locations excluding Earthquake Shock for locations in the states of Alaska and California, and if Flood Coverage is purchased for scheduled locations, Flood is covered subject to Named Insured's Flood Limits, however, Flood Zones A&V are excluded. This coverage extension does not apply to locations situated in Tier I or Tier II Counties.
$ 1,000,000	Unscheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf, subject to 25 gallon maximum container size but not to exceed $25,000 per item for existing Named Insureds excluding Earthquake coverage for locations in Alaska and California. If flood coverage is purchased for scheduled locations, this extension includes Flood coverage for any location not situated in Flood Zones A or V.
$5,000,000 or 110% of the scheduled values whichever is greater, for	Scheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf, subject to 25 gallon maximum container size but not to exceed $25,000 per item
$ 35,000,000	Errors & Omissions (errors/omissions in the description, location of property, or valuation of property). This extension does not increase any more specific limit stated elsewhere in this policy.
$ 25,000,000	Course of Construction and Additions (including new) for projects with project values not exceeding the sub-limit shown. This sub-limit may be increased to $100,000,000 for non-combustible construction, subject to Underwriting review and approval.

$	250,000	Prize Giveaways
$	2,500,000	Money and Securities as respects perils of Fire, Wind, Hail, Explosion, Smoke, Lightning, Riot, Civil Commotion, Impact by Aircraft or Objects falling there from, Impact by vehicles, Water Damage and Theft (other than by an employee(s) of the Insured(s))
$	2,500,000	Unscheduled Fine Arts
$	25,000	Per Occurrence and in the Annual Aggregate as respects Accidental Contamination for Owned Land, Land Values and Water owned by the Insured(s)
$	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.
$	150,000,000	Except $50,000,000 for Named Insureds in Decarlations 31 and 37 for Increased Cost of Construction due to the enforcement of building codes/ordinance or law (includes All Risk and Boiler & Machinery). Demolition, Compliance with Law and BI are restricted to $35,000,000
$	25,000,000	Transit
$	2,500,000	Unscheduled Animals; subject to maximum of $50,000 per Animal, Per Occurrence
$	2,500,000	Watercraft under 50 feet (watercraft over 50 feet must be scheduled subject to underwriting review and approval)
$	25,000,000	Off Premises Services Interruption including Extra Expense resulting from a covered peril at non-owned/operated location(s)
$	3,000,000	Separately as respects Contingent Business Interruption, Contingent Rental Value, and Contingent Extra Expense
$	3,000,000	Tax Revenue Interruption – Per Policy Provisions. However, if specific values for such coverage have not been reported as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc., this sub-limit amount is limited to $100,000 Per Occurrence – Per Policy Provisions.
$	500,000	Separately as respects Furs, Jewelry, Precious Metals and Precious Stones
$	1,000,000	Claims Preparation Expenses
$	25,000,000	Expediting Expenses
$	1,000,000	Personal Property Outside the USA
	180 Days	Extended Period of Indemnity

$ 100,000	Per Occurrence while in Storage and In Transit coverage subject to $10,000 Deductible for Unmanned Aircraft as more fully defined in the Policy. Not Covered while in Flight.	
$ 100,000	Per Occurrence with a $1,000,000 Annual Aggregate per Declaration for Mold/Fungus Resultant Damage as more fully defined in the policy.	

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BOILER & MACHINERY COVERAGES & LIMITS:	$	100,000,000	Boiler Explosion and Machinery Breakdown as respects Combined Property Damage and Business Interruption/Extra Expense (Including Bond Revenue Interest Payments where Values Reported and excluding Business Interruption for Power Generating Facilities unless otherwise specified). Limit includes loss adjustment agreement and electronic computer or electronic data processing equipment with the following sub-limits:
	$	10,000,000	Utility Interruption
	$	10,000,000	Ammonia Contamination
	$	10,000,000	Water Damage
	$	10,000,000	Consequential Damage
	$	2,000,000	Media Coverage
	$	1,000,000	Hazardous Substance
	$	25,000,000	Ordinance or Law - Included in Demo & ICC Limit above
NEWLY ACQUIRED LOCATIONS:	$	25,000,000	Automatic Acquisition for Boiler & Machinery values at newly acquired locations. Values greater than $25,000,000 or Power Generating Facilities must be reported within 90 days and must have prior underwriting approval prior to binding

VALUATION:

- Repair or Replacement Cost
- Actual Loss Sustained for Time Element Coverages
- Contractor's/Scheduled Equipment either Replacement Cost or Actual Cash Value as elected by declaring values in the manner losses are to be adjusted. If not declared, valuation will default to Actual Cash Value (ACV)

"ALL RISK" BASIC DEDUCTIBLE:	Varies by Named Insured	All Risk Deductible; Per occurrence each and every loss except as specified below:
"ALL RISK" DEDUCTIBLES FOR SPECIFIC PERILS AND COVERAGES:	$ 10,000	Residential Property(ies) less than $100,000 in value, or "All Risk" Policy Deductible as set forth above, whichever the greater

$	25,000	Residential Property(ies) greater than $100,000 in value, or "All Risk" Policy Deductible as set forth above, whichever the greater
	Varies by Named Insured	All Flood Zones excluding Flood Zones A & V
	Varies by Named Insured	Flood Zones A & V (inclusive of all 100 year exposures)
	Varies by Named Insured	Earthquake Shock Per Unit of Insurance Per Occurrence separately as respects Real Property, Personal Property, Property in the Open and Time Element except 10% with $100,000 minimum for buildings constructed prior to 1940 where Earthquake Coverage is purchased
$	1,000	Specially Trained Animals
$	500,000	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.
	2.5%	of Annual Tax Revenue Value per Location for Tax Interruption
	24 Hour Waiting Period	Service Interruption as respects All Perils and Coverages (other than Boiler and Machinery Breakdown)
	24 Hour	Equivalent Business Interruption Deductible at the time of loss (24 hours to be calculated by dividing the total Business Interruption loss by the number of days business was interrupted) as respects All Perils and Coverages solely for Casino(s) with Total Insurable Values in excess of $50,000,000
$	25,000	Boiler & Machinery Deductible, per occurrence each and every loss

ALLIANT PROPERTY INSURANCE PROGRAM
DOMESTIC POLICY DECLARATION PAGE

SPECIAL TERMS & CONDITIONS:

It is understood and agreed that notwithstanding anything contained herein to the contrary the following shall apply to this Policy:

SPECIAL TERMS:

Description:
Varies by Named Insured

Limit:
Varies by Named Insured

Deductible:
Varies by Named Insured

TERMS AND CONDITIONS:
25% Minimum Earned Premium and cancellations subject to 10% penalty
90 Days except 10 Days for Non-Payment of Premium

NOTIFICATION OF CLAIMS TO:
Alliant Insurance Services, Inc.
Attention: Claims Department
100 Pine Street, 11th Floor
San Francisco, CA 94111

7/1/2019 7/1/2020 Tribal

Declaration #37 - Tribal Property Insurance Program I (TPIP I)

Participation%	*Participation $*	*Company*	*Policy #*
	$ 2,500,000 Primary	**(for 55%) Per Occurrence all Named Insureds over all Declarations combined. All Risk including EQ & FL, Including B&M**	
55.0000%	**$ 1,375,000**	**Lexington Insurance Company**	017471589/06
	$ 25,000,000	**(for 35%) Per Occurrence/Per Declaration All Risk including EQ & FL, Including B&M**	
35.0000%	**$ 8,750,000**	**Lexington Insurance Company**	38412453
	$ 25,000,000	**(for 10%) Per Occurrence/Per Declaration. All Risk including EQ & FL, Including B&M**	
10.0000%	**$ 2,500,000**	**Lexington Insurance Company**	38412468
	$ 12,500,000 Excess of $2,500,000	**To pay the difference between $15,000,000 (100%) per occurrence/ per Declaration and $2,500,000 (for 100%) per occurrence, all Members over all Declarations combined. Subject to an annual aggregate (for 100%) as held on file with Alliant Insurance Services.**	
		*** All Risk including EQ, FL and B&M**	
2.5000%	$ 312,500	RKH-Underwriters at Lloyds-Aspen Specialty Insurance Company	PX006CP19
4.0000%	$ 500,000	RKH- Underwriters and Lloyds syndicates 4444 CNP	PJ1900131
3.0000%	$ 375,000	One Beacon - Homeland Insurance Company of NY	798000259
7.5000%	$ 937,500	Hallmark Specialty Insurance Co.	73PRX19A1D1
17.0000%	**$ 2,125,000**		
	$ 12,500,000 Excess of $2,500,000	**To pay the difference between $15,000,000 (100%) per occurrence/ per Declaration and $2,500,000 (for 100%) per occurrence, all Members over all Declarations combined. Subject to an annual aggregate (for 100%) as held on file with Alliant Insurance Services.**	
38.0000%	$ 4,750,000	RKH- Underwriters and Lloyds Syndicate: 1414 ASC, 0510 KLN, 1861 ATL, 0318 MSP, 3268 AGR, XL Catlin Insurance Company UK Ltd, 1183 TAL	PJ193647
38.0000%	**$ 4,750,000**		
	$ 50,000,000	**To pay the difference between $50,000,000 (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 $195,000,000 (for 35%). All Risk Including EQ & FL Including B&M**	
35.0000%	$ 17,500,000	Lexington Insurance Company	38412461
	$ 25,000,000	**$25,000,000 (100%) per occurrence / per Declaration excess of the Captive Annual Aggregate of $150,000,00. All Risk including EQ& Flood, including B&M.**	
6.0000%	$ 1,500,000	Aspen Insurance UK Ltd.	PRAGET719
2.0000%	$ 500,000	Ironshore Specialty Insurance Company	003661401
2.0000%	$ 500,000	RKH-Underwriters at Lloyds- Lloyd's Syndicate 1200 AM/	PJ1900124
10.0000%	**$ 2,500,000**		
	$ 35,000,000 Excess of $15,000,000	**All Risk Including Flood and Earthquake and B&M**	
47.5000%	$ 16,625,000	RKH-Lloyds Syndicates: : ASC 1414, KLN 0510, ATL 1861, QBE 1886, MSP 0318, APL 1969, CHN 2015 and XL Catlin Insurance Company UK Ltd	PJ1933021
7.5000%	$ 2,625,000	Brit-Certain Underwriters at Lloyd's, London Syndicate 2987 (Non-Admitted)	PD-11091-00
55.0000%	**$ 19,250,000**		

	$	**25,000,000**	**Excess of $25,000,000**	**All Risk Including Flood and Earthquake and B&M**	
10.0000%	$	2,500,000		RKH-Endurance Worldwide Insurance Ltd t/as Sompo International	PJ1900134
10.0000%	**$**	**2,500,000**			

	$	**50,000,000**	**Excess of $50,000,000**	**All Risk Including Flood and Earthquake**	
15.0000%	$	7,500,000		Arch Specialty Insurance Company (excluding B&M)	ESP1000727-00
25.0000%	$	12,500,000		Evanston Insurance Company (excluding B&M)	MKLV14XP012540
10.0000%	$	5,000,000		Hallmark Specialty Insurance Company (excluding B&M)	73PRX19A1FB
10.0000%	$	5,000,000		Allied World National Assurance Company (excluding B&M)	0310-8171-1N
5.0000%	$	2,500,000		RKH: Endurance Worldwide Insurance Ltd./t/as Sompo International (excluding B&M)	PJ1900134
35.0000%	$	17,500,000		RKH - Lloyds Underwriters - Syndicates: KLN 0510, TMK 1880, BRT 2987, BRT 2988, CNP 4444, ATL 1861, Neon Worldwide Property Consortium, AUW 0609, TAL 1183 and AUL 1274 (excluding B&M)	PJ1900067
100.0000%	**$**	**50,000,000**			

	$	**300,000,000**	**Excess of $100,000,000**	**All Risk Including Flood and Earthquake and B&M**	
100.0000%	$	300,000,000		Lexington Insurance Company	011660470/07
100.0000%	**$**	**2,500,000**			

	$	**100,000,000**	**Excess of $400,000,000**	**All Risk Including Flood and Earthquake and B&M**	
100.0000%	$	100,000,000		RSUI - Landmark American Insurance Company	LHD424644
100.0000%	**$**	**2,500,000**			

	$	**300,000,000**	**Excess of $500,000,000**	**All Risk Including Flood and Earthquake and B&M**	
100.0000%	$	300,000,000		XL Insurance America, Inc.	US00010377PR19A
100.0000%	**$**	**2,500,000**			

	$	**200,000,000**	**Excess of $800,000,000**	**All Risk Excluding Flood and Earthquake and B&M**	
100.0000%	$	200,000,000		RSUI - Landmark American Insurance Company	LHD424645
100.0000%	**$**	**200,000,000**			

	$	**35,000,000**	**Excess of $15,000,000**	**Excess Boiler and Machinery**	
7.5000%	$	2,625,000		Lexington Insurance Company	011660457/07
7.5000%	**$**	**2,625,000**			

	$	**50,000,000**	**Excess of $50,000,000**	**Excess Boiler and Machinery**	
100.0000%	$	50,000,000		Lexington Insurance Company	011660457/07
100.0000%	**$**	**50,000,000**			

	$	**50,000,000**	**Excess of $450,000,000**	**DIC only Layer including EQ and FL**	
45.9200%	$	22,960,000		SRU - Certain Underwriters at Lloyd's	AQS-190988
10.0800%	$	5,040,000		SRU - HDI Global Specialty SE	HAQS-190988
25.0000%	$	12,500,000		SRU - General Security Indemnity	TR00093911900988
10.0000%	$	5,000,000		SRU - Crum & Forster Specialty	SRC-100859
6.5000%	$	3,250,000		SRU - Western World Insurance	SCO0000701

TRIBAL DECLARATION SCHEDULE ADDENDUM
2019-2020 POLICY TERM

Dec #	Named Insured	Address	Address 2	City	State	Zip Code	2019 Total All Risk Limit	2019 EQ Limit	2019 Flood Limit	2019 Flood A&V sub-limit
37	7 Cedars Casino JKT Gaming, Inc., dba JKT Gaming, Inc. dba 7 Cedars Resort	270 756 Highway 101		Sequim	WA	98382	1,000,000,000	5,000,000	5,000,000	Not Covered
37	Absentee Shawnee Tribe of Oklahoma	2025 S. Gordon Cooper Road		Shawnee	OK	74801	1,000,000,000	1,000,000	1,000,000	Not Covered
37	Ak-Chin Indian Community	42507 W. Peters & Nall Rd.		Maricopa	AZ	85138	1,000,000,000	1,000,000	2,500,000	Not Covered
37	Augustine Band of Cahuilla Indians	P.O. Box 846		Coachella	CA	92236	1,000,000,000	Not Covered	Not Covered	Not Covered
37	Bishop Paiute Gaming Corp. dba: Paiute Palace Casino	2742 North Sierra Highway		Bishop	CA	93514	1,000,000,000	Not Covered	Not Covered	Not Covered
37	Bishop Paiute Tribe	50 Tu Su Lane		Bishop	CA	93514	1,000,000,000	Not Covered	Not Covered	Not Covered
37	Black Hawk Casino, DBA: Sac & Fox Casino	42008 Westech Rd		Shawnee	OK	74804	1,000,000,000	1,000,000	1,000,000	Not Covered
37	Buffalo Run Casino	P. O. Box 231		Miami	OK	74355	1,000,000,000	2,500,000	2,500,000	Not Covered
37	Cher Ae Heights Casino	PO Box 610		Trinidad	CA	95570	1,000,000,000	Not Covered	Not Covered	Not Covered
37	Cher Ae Heights Indian Community of the Trinidad	PO Box 630		Trinidad	CA	95570	1,000,000,000	Not Covered	Not Covered	Not Covered
37	Cher Ae Heights Indian Community of the Trinidad Rancheria	PO Box 630		Trinidad	CA	95570	1,000,000,000	Not Covered	Not Covered	Not Covered
37	Cherokee Nation	P.O. Box 948		Tahlequah	OK	74465	1,000,000,000	5,000,000	10,000,000	Not Covered
37	Colorado River Indian Tribes	26600 Mohave Road		Parker	AZ	85344	1,000,000,000	15,000,000 for locations in the state of Arizona ; $5,000,000 for locations in the state of California	15,000,000 for locations in the state of Arizona ; $5,000,000 for locations in the state of California	Not Covered
37	Colusa Indian Community Council	3730 Highway 45		Colusa	CA	95932	1,000,000,000	Not Covered	Not Covered	Not Covered
37	Elk Valley Rancheria	2332 Howland Hill Road		Crescent City	CA	95531	1,000,000,000	Not Covered	Not Covered	Not Covered
37	Hoopa Valley Tribe	P.O. Box 218		Hoopa	CA	95546	1,000,000,000	1,000,000	2,000,000	Not Covered
37	Hopland Band of Pomo Indians	3000 Shanel Rd.		Hopland	CA	95449	1,000,000,000	Not Covered	Not Covered	Not Covered
37	Hopland Sho-KA-Wah Casino	13101 Nokomis Road		Hopland	CA	95449	1,000,000,000	Not Covered	Not Covered	Not Covered
37	Iowa Tribe of Oklahoma	335588 E 750 Road		Perkins	OK	74059	1,000,000,000	24,555,484	24,555,484	Not Covered
37	Island Enterprises, Inc.	3591 SE Old Olympic Highway		Shelton	WA	98584	1,000,000,000	1,000,000	1,000,000	Not Covered
37	Leech Lake Band of Ojibwe and Leech Lake Financial	6280 Upper Cass Frontage Rd		Cass Lake	MN	56633	1,000,000,000	10,000,000	10,000,000	Not Covered
37	Lummi Commercial Company DBA Fishermans Cove and	2751 Haxton Way #1		Bellingham	WA	98226	1,000,000,000	1,000,000	1,000,000	Not Covered
37	Lummi Indian Business Council dba: Lummi Tribe	2665 Kwina Road		Bellingham	WA	98226	1,000,000,000	1,000,000	1,000,000	Not Covered
37	Lummi Tribal Sewer & Water District	4126 Lummi View Dr.		Bellingham	WA	98226	1,000,000,000	1,000,000	1,000,000	Not Covered
37	MACT Health Board, Inc.	52 S. Main St.		Angels Camp	CA	95211	1,000,000,000	Not Covered	Not Covered	Not Covered
37	Marine View Ventures, Inc.	1409 Alexander Ave East		Fife	WA	98424	1,000,000,000	1,000,000	1,000,000	Not Covered
37	Muscogee (Creek) Nation	13000 Loop 56		Okmulgee	OK	74447	1,000,000,000	1,000,000	5,000,000	Not Covered
37	Native Lights Casino, LLC	PO Box 507		Tonkawa	OK	74653	1,000,000,000	5,000,000	5,000,000	Not Covered
37	Noo-Kayet Development Corporation	7989 NE Salish Lane		Kingston	WA	98346	1,000,000,000	5,000,000	1,000,000	Not Covered
37	Osage Nation	627 Grandview Avenue		Pawhuska	OK	74056	1,000,000,000	1,000,000	1,000,000	Not Covered
37	Ottawa Indian Tribe of Oklahoma dba High Winds Casino	61475 E. 100 Road		Miami	OK	74354	1,000,000,000	1,000,000	Not Covered	Not Covered
37	Pawnee Tribal Development Corporation	P.O. Box 280		Pawnee	OK	74058	1,000,000,000	1,000,000	1,000,000	Not Covered
37	Red Earth Casino	3089 Norm Niver Road		Salton Sea Beach	CA	92274	1,000,000,000	Not Covered	Not Covered	Not Covered
37	San Carlos Apache Tribe	P.O. BOX 1240		San Carlos	AZ	85550	1,000,000,000	2,500,000	2,500,000	Not Covered
37	San Pasqual Band of Mission Indians	P.O. Box 365		Valley Center	CA	92082	1,000,000,000	Not Covered	1,000,000	Not Covered
37	Seminole Nation of Oklahoma	P.O. Box 1498		Wewoka	OK	74884	1,000,000,000	1,000,000	1,000,000	Not Covered
37	Sky Dancer Hotel & Casino	P.O. Box 1449		Belcourt	ND	58316	1,000,000,000	1,000,000	1,000,000	Not Covered
37	Sovereign Native Holdco LLC	1630 East Beverly		Ada	OK	74820	1,000,000,000	1,000,000	5,000,000	Not Covered
37	Spirit Lake Casino & Resort	7889 Highway 57 S		Saint Michael	ND	58370	1,000,000,000	Not Covered	Not Covered	Not Covered
37	Spirit Lake Tribe	816 3rd Ave N		Fort Totten	ND	58335	1,000,000,000	Not Covered	Not Covered	Not Covered
37	Sugar Creek Casino	5304 N. Broadway Ave		Hinton	OK	73047	1,000,000,000	1,000,000	1,000,000	Not Covered
37	Suquamish Tribal Council	18490 Suquamish Way		Suquamish	WA	98392	1,000,000,000	1,000,000	1,000,000	Not Covered
37	Table Mountain Rancheria	P.O. Box 410		Friant	CA	93626	1,000,000,000	Not Covered	Not Covered	Not Covered
37	Tallgrass Economic Development LLC, Osage LLC	4500 South 129th East Avenue	Suite105	Tulsa	OK	74134	1,000,000,000	1,000,000	1,000,000	Not Covered
37	The Three Affiliated Tribes	404 Frontage Road		New Town	ND	58763	1,000,000,000	1,000,000	1,000,000	Not Covered
37	Toiyabe Indian Health Project	250 See Vee Lane		Bishop	CA	93514	1,000,000,000	Not Covered	Not Covered	Not Covered
37	Tulalip Tribes of Washington	6406 Marine Driver		Tulalip	WA	98271	1,000,000,000	0	0	Not Covered
37	Utu Utu Gwaitu Paiute Tribe	25669 Highway 6, PMB I		Benton	CA	93512	1,000,000,000	1,000,000	1,000,000	Not Covered
37	Wichita and Affiliated Tribes DBA: Wichita Tribe	P.O. Box 729		Anadarko	OK	73005	1,000,000,000	1,000,000	1,000,000	Not Covered
37	Wyandotte Nation	64700 E. Highway 60		Wyandotte	OK	74370	1,000,000,000	1,000,000	1,000,000	Not Covered
37	Yavapai Apache Nation	2400 W. Datsi St.		Camp Verde	AZ	86322	1,000,000,000	5,000,000	5,000,000	Not Covered
37	Yurok Economic Development Corporation	144 Klamath Blvd		Klamath	CA	95548	1,000,000,000	Not Covered	5,000,000	Not Covered
37	Yurok Tribe	P.O. Box 1027		Klamath	CA	95548	1,000,000,000	Not Covered	5,000,000	Not Covered
37	Yurok Tribe of the Yurok Reservation dba Redwood Hotel Casino	171 Klamath Blvd		Klamath	CA	95548	1,000,000,000	1,000,000	1,000,000	Not Covered

TRIBAL FIRST
POLICY WORDING

TPIP USA FORM No. 15

Coverage Incepting
July 1, 2019 to July 1, 2020

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SECTION I

GENERAL PROVISIONS

A. INSURING AGREEMENT

In consideration of the premium paid by the Named Insured to the Company, the Company agrees to insure the following per the terms and conditions herein.

B. NAMED INSURED

As shown on the Declaration page, or as listed in the Declaration Schedule Addendum attached to this policy.

Agency(ies), organization(s), enterprise(s) and/or individual(s) for whom the Named Insured is required or has agreed to provide coverage, or as so named in the "Named Insured Schedule" on file with Tribal First, as their interests may appear which now exist or which hereafter may be created or acquired and which are owned, financially controlled or actively managed by the herein named interest, all jointly, severally or in any combination of their interests, for account of whom it may concern, are covered within the limits provided to the individual Named Insured.

Lessors and other party(ies) of interest in all property of every description covered hereunder are included herein as Insured's for their respective rights and interests, it being understood that the inclusion hereunder of more than one covered party shall not serve to increase the Company's limit of liability.

Mortgagees to whom certificates of coverage have been issued are covered hereunder as Insured's in accordance with the terms and conditions of Form 438 BFU NS, CP12 18 1091, or equivalent as required by the mortgagee.

C. MAILING ADDRESS OF NAMED INSURED

AS PER DECLARATION PAGE

D. POLICY PERIOD

AS PER DECLARATION PAGE

E. LIMITS OF LIABILITY

Subject to specific exclusions, modifications, and conditions hereinafter provided, the liability of the Company in any one occurrence regardless of whether one or more of the coverages of this Policy are involved shall not exceed:

1. LIMITS OF LIABILITY

   The Specific Limits of Liability as described in the Declaration Page apply per occurrence unless indicated otherwise.

2. SUB-LIMITS OF LIABILITY

The following sub-limits of liability are provided as described in the Declaration Page and apply per occurrence unless indicated otherwise. Coverage is provided only if a sub-limit of liability is shown in the Declaration Page for that item, and do not increase the specific limits of liability. The absence of a sub-limit of liability amount in the Declaration Page means that no coverage is provided for that item.

a. Per occurrence, and in the annual aggregate as respects the peril of flood (for those Named Insured(s) that participate in this optional dedicated coverage);
b. Per occurrence, and in the annual aggregate as respects the peril of earthquake shock (for those Named Insured(s) that participate in this optional dedicated coverage);
c. Combined Business Interruption, Rental Income, Tax Interruption and Tuition income (and related fees);
d. Extra Expense;
e. Miscellaneous Unnamed locations;
f. Automatic Acquisition. As per policy provisions;
g. Unscheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf if specific values for such items have not been reported as part of the Named Insured(s) schedule of values held on file with Tribal First. This coverage extension does not apply to the peril of Earthquake in the states of California, or Alaska. If Flood coverage is purchased for scheduled locations this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V;
h. Scheduled Landscaping, tees, sand traps, greens, athletic fields and artificial fields if specific values for such items have been reported as part of the Named Insured(s) schedule of values held on file with Tribal First;
i. Errors & Omissions;
j. Course of Construction and Additions;
k. Money and Securities for Fire, Wind, Hail, Explosion, Smoke, Lightning, Riot, Civil Commotion, Impact by Aircraft or Objects falling there from, Impact by Vehicles, Water Damage and Theft (other than by an employee of the Named Insured(s)
l. Prize Giveaways
m. Unscheduled Fine Arts (as more fully defined herein);
n. Accidental Contamination including owned land, land values and water owned by the Named Insured(s)
o. 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, road way or highway fencing, and all similar property unless specific values for such items have been reported as part of the Named Insured(s) schedule of values held on file in the offices of Tribal First. Unscheduled Infrastructure coverage is excluded for the peril of Earthquake and for Federal Emergency Management Agency (F.E.M.A.) and/or any State Office of Emergency Services (O.E.S.) declared disasters, providing said declaration provides funding for repairs;
p. Increased Cost of Construction due to the enforcement of building codes / ordinance or law. As per policy provisions;
q. Transit;

r. Unscheduled Animals;
s. Unscheduled Watercraft; up to 50 feet. Unscheduled watercraft over 50 feet if held for sale by the Named Insured.
t. Off premises services interruption including extra expense resulting from a covered peril at non-owned/operated location(s);
u. Separately as respects Contingent Business Interruption, Contingent Extra Expense, Contingent Rental Value, and Contingent Tuition Income;
v. Claim Preparation Expenses;
w. Expediting Expenses;
x. Separately as respects Furs, jewelry, precious metals and precious stones;
y. Personal Property outside the U.S.A.;
z. Unmanned Aircraft. As per policy provisions
aa. Mold/Fungus Resultant Damage. As per policy provisions
ab. Boiler Explosion and Machinery Breakdown (for those Named Insured(s) that participate in this optional dedicated coverage).

F. OPTIONAL COVERAGE PARTICIPATION

It is understood and agreed that certain Named Insureds participate in Optional Coverage on this Policy as set forth below.

OPTIONAL COVERAGES IDENTIFICATION:

1. Earthquake Shock
2. Licensed Vehicles – Off Premises
3. Scheduled Fine Arts
4 Flood
5. Boiler Explosion & Machinery Breakdown
6. Contractors Equipment/Unlicensed Vehicles
7. Business Interruption, Rental Income

Such participation in the optional coverage(s) by the Named Insured is indicated in the Declaration Page, and/or by endorsement to this policy.

G. DEDUCTIBLE PROVISIONS

If two or more deductible amounts provided in the Declaration Page apply for a single occurrence the total to be deducted shall not exceed the largest per occurrence deductible amount applicable.

Unless a more specific deductible is applicable for a particular loss, the "Basic Deductible" shown in the Declaration Page, shall apply per occurrence. The company will not pay for loss or damage in any one occurrence until the amount of the loss or damage exceeds the applicable deductible.

H. UNIT OF INSURANCE DEFINED

In the application of the Earthquake Shock, or specified Wind deductibles, in accordance with the provisions of this Policy, each of the following shall be considered a Separate Unit of Insurance:

1. Each Separate Building or Structure;
2. The Contents of each Building or Structure;
3. Applicable Time Element Coverage of each separate Building or Structure; and
4. Property in each Yard.

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.

SECTION II

PROPERTY DAMAGE

A. COVERAGE

Subject to the terms, conditions and exclusions hereinafter contained, this Policy insures all property of every description both real and personal (including improvements, betterments and remodeling), of the Named Insured or property of others in the care, custody or control of the Named Insured, for which the Named Insured is liable or under obligation to insure.

B. EXTENSIONS OF COVERAGE

All coverage extensions are subject to the terms, conditions and exclusions of the policy except insofar as they are explicitly providing additional coverage.

1. PERSONAL EFFECTS

This Policy is extended to cover only such personal effects and wearing apparel of any of the officials, employees, students and personal effects of the Named Insured named in this Policy for which the Named Insured may elect to assume liability while located in accordance with the coverage hereof, but loss, if any, on such property shall be adjusted with and payable to the Named Insured.

2. PROPERTY IN COURSE OF CONSTRUCTION AND ADDITIONS

It is understood and agreed that as respects course of construction projects and additions, this Policy will provide automatic coverage subject to the following conditions:

a. Project involves only real property on new or existing locations (excluding dams, roads, and bridges)

b. Value of the project at the location does not exceed USD as per Declaration Page. Projects that exceed this amount are subject to underwriting approval prior to binding. However, inadvertent failure to report projects within USD as per Declarations Page shall not void coverage of said Project.

Additional Expense Soft Cost: This coverage applies to new buildings or structures in the course of construction up to the time that the new building (s) or structure (s) is initially occupied or put to its intended use whichever occurs first.

The Company will cover the additional expenses of the Named Insured as defined below for up to 25% of the estimated completed value of the project which results from a delay in the completion of the project beyond the date it would have been completed had no loss or damage occurred. The delay must be due to direct physical loss or damage to property insured and be caused by or result from a peril not excluded by this Policy. The Company will pay covered expenses when they are incurred.

a. Additional Interest Coverage – The Company will pay the additional interest on money the Named Insured borrows to finance construction or repair.

b. Rent or Rental Value Coverage – The Company will pay the actual loss of net rental income that results from delay beyond the projected completion date.

But the Company will not pay more than the reduction in rental income less charges and expenses that do not necessarily continue.

c. Additional Real Estate Taxes or Other Assessments – The Company will pay the additional real estate taxes or other assessments the Named Insured incurs for the period of time that construction is extended beyond the completion date.

d. Additional Advertising and Promotional Expenses – The Company will pay the additional advertising and promotional expense that becomes necessary as a result of a delay in the completion of the project.

e. Additional Commissions Expense – The Company will pay the additional expenses, which result from the renegotiating of leases following an interruption in the project.

f. Additional Architectural and Engineering Fees – The Company will pay the additional architectural and engineering fees that become necessary as a result of a delay in the completion of the project.

g. Additional License and Permit Fees – The Company will pay the additional license and permit fees that become necessary as a delay in the completion of the project.

h. Legal and Accounting Fees – The Company will pay the additional legal and accounting fees the Named Insured incurs as a result of a delay in the completion of the project.

3. FIRE FIGHTING EXPENSES

It is understood and agreed that the Company shall be liable for the actual charges of fire fighting expenses including but not limited to those charged by municipal or private fire departments responding to and fighting fire in / on, and/or protecting property included in coverage provided by this Policy.

4. OFF PREMISES SERVICES INTERRUPTION

It is understood and agreed that coverage under this Policy is extended to include physical damage, business interruption loss and/or extra expense incurred and/or sustained by the Named Insured as a result of physical damage to or destruction of by the perils insured against occurring during the policy period of any suppliers furnishing heat, light, power, gas, water, telephone or similar services to an Named Insured's premises. The coverage provided by this clause is sub-limited to USD as per Declaration Page, and Section 1 (General Provisions) of this form.

5. ARCHITECTS AND ENGINEERS FEES AND LOSS ADJUSTMENT EXPENSES

This Policy also insures as a direct result of physical loss or damage insured hereunder, any of the following:

a. Architects and engineers fees

b. Loss adjustment expenses including, but not limited to, auditors, consultants and accountants. However the expenses of public adjusters are specifically excluded.

6. EXPEDITING EXPENSES

In the event of physical loss or damage insured hereunder, it is understood and agreed that coverage under this Policy includes the reasonable extra cost of temporary repair and of expediting the repair of such damaged property of the Named Insured, including overtime and the extra costs of express or other rapid means of transportation. This coverage provided by this clause is sub-limited to USD as per the Declaration Page.

7. DEBRIS REMOVAL

This Policy also covers expenses incurred in the removal of debris of the property covered hereunder from the premises of the Named Insured that may be destroyed or damaged by a covered peril(s). This debris removal coverage does not apply to the cost to extract pollutants from land or water, or to remove, restore or replace polluted land or water.

8. BUILDING LAWS

This Policy is extended to include physical damage, business interruption loss, loss of interest and/or extra expense incurred and/or sustained by the Named Insured as a result of physical damage to or destruction of property, by the perils insured against occurring during the policy period and occasioned by the enforcement of any local or state ordinance or law regulating the construction, repair or demolition of buildings or structures, which is in force at the time such a loss occurs, which necessitates the demolition of any portion of the covered building not damaged by the covered peril(s).

The Company shall also be liable for loss due to the additional period of time required for repair or reconstruction in conformity with the minimum standards of such ordinance or law of the building(s) described in this Policy damaged by a covered peril.

The Company shall not be liable under this clause for more than the limit of liability as shown elsewhere in this Policy.

9. DEMOLITION COST

In the event of physical damage to property insured by a covered peril, this policy is extended to cover the cost of demolishing any undamaged portion of the covered property including the cost of clearing the site thereof, caused by loss from any covered peril(s) under this Policy and resulting from enforcement of any local or state ordinance or law regulating the construction, repair or demolition of buildings or structures and in force at the time of loss which necessitates such demolition.

10. INCREASED COST OF CONSTRUCTION

In the event of physical damage to property insured by a covered peril this Policy is extended to cover the increased cost of repair or replacement occasioned by the enforcement of any local or state ordinance or law including written guidelines used by the department of corrections in any state regulating the construction, repair or demolition of buildings or structures, which is in force at the time such a loss occurs

or which comes into force within 6 months after such a loss occurs, which necessitates in repairing or replacing the building covered hereunder which has suffered damage or destruction by the covered peril(s) or which has undergone demolition, limited, however, to the minimum requirements of such ordinance or law.

11. ERRORS & OMISSIONS

No unintentional errors or unintentional omissions in description, location of property or valuation of property will prejudice the Named Insured's right of recovery but will be reported to the Company as soon as practicable when discovered. The coverage provided by this clause is sub-limited to USD as per Declaration Page, and Section 1 (General Provisions) Clause E of this form. This extension does not increase any more specific limit stated elsewhere in this policy or Declarations.

12. ANIMALS

This policy is extended to cover retraining expenses associated with the loss of specially trained animals. Re-training expenses are included within the sub-limit provided, unless otherwise scheduled.

13. VALUABLE PAPERS

This policy is extended to cover Valuable Papers or the cost to reconstruct valuable papers (including but not limited to research, redrawing or duplicating) physically lost or damaged by a peril insured against during the term of this Policy.

14. TRANSIT

This policy is extended to cover Personal Property of the Named Insured or property held by the Named Insured in trust or on commission or on consignment for which the Named Insured may be held legally liable while in due course of transit, worldwide, against all risks of Direct Physical Loss or Damage not excluded by this Policy to the property insured occurring during the period of this Policy.

The coverage provided by this clause is sub-limited to USD as per Declaration Page, and Section 1 (General Provisions) Clause E of this form.

15. ASBESTOS CLEAN UP AND REMOVAL

This policy specifically excludes asbestos materials clean-up or removal, unless asbestos is itself damaged by a peril covered by this policy, then asbestos clean up or removal within the damaged area, and applicable time element coverages, will be covered by this policy.

In no event will coverage be extended to cover undamaged asbestos, including undamaged asbestos in any portion of the building mandated by any governmental direction or request declaring that asbestos material present in any undamaged portion of the Named Insured's property must be removed or modified, or;

any loss or expense including investigation or defense costs, caused by, resulting from, or arising out of asbestos, exposure to asbestos, or any product containing asbestos, or;

any loss or expense normally provided by demolition, increased cost or building ordinance.

The Named Insured must report to Underwriters the existence of the damage as soon as practicable after the loss. However, this Policy does not insure any such damage first reported to the Underwriters more than 36 (thirty six) months after the expiration, or termination, of this policy.

16. PROTECTION AND PRESERVATION OF PROPERTY

In the event of loss likely to be covered by this Policy, the Named Insured shall endeavor to protect covered property from further damage and shall separate the damaged and undamaged personal property and store in the best possible order, and shall furnish a complete inventory of the destroyed, damaged and undamaged property to the Insurer.

In case of actual or imminent physical loss or damage of the type insured against by this Policy, the expenses incurred by the Named Insured in taking reasonable and necessary actions for the temporary protection and preservation of property insured hereunder shall be added to the total physical loss or damage otherwise recoverable under the Policy and be subject to the applicable deductible and without increase in the limit provisions contained in this Policy.

17. LEASEHOLD INTEREST

In the event of physical loss or damage of the type insured against by this Policy to real property of the type insured this Policy, which is leased by the Named Insured, this Policy is extended to cover:

(1) If as a result of such loss or damage the property becomes wholly untenantable or unusable and the lease agreement requires continuation of the rent, the Company shall indemnify the Named Insured for the actual rent payable for the unexpired term of the lease; or

(2) If as a result of such loss or damage the property becomes partially untenantable or unusable and the lease agreement requires continuation of the rent, the Company shall indemnify the Named Insured for the proportion of the rent applicable thereto; or

(3) If as a result of such loss or damage the lease is cancelled by the lessor pursuant to the lease agreement or by operation of law, the Company shall indemnify the Named Insured for its Lease Interest for the first three months following such loss or damage and for its Net Lease Interest for the remaining unexpired term of the lease;

provided, however, that the Company shall not be liable for any increase in the amount recoverable hereunder resulting from the suspension, lapse or cancellation of any license, or from the Named Insured exercising an option to cancel the lease; or from any act or omission of the Named Insured which constitutes a default under the lease; and provided further that the Named Insured shall use any suitable property or service owned or controlled by the Named Insured or obtainable from another source to reduce the loss hereunder.

The following definitions shall apply to this coverage:

(1) Lease Interest means the excess rent paid for the same or similar replacement property over actual rent payable plus cash bonuses or advance rent paid

(including any maintenance or operating charges) for each month during the unexpired term of the Named Insured's lease.

(2) Net Lease Interest means that sum which placed at 8% interest compounded annually would equal the Lease Interest (less any amounts otherwise payable hereunder).

18. AUTOMATIC ACQUISITION AND REPORTING CONDITIONS

This Policy is automatically extended to insure additional property and/or interests as described in this Policy, which may be acquired or otherwise become at the risk of the Named Insured during the Policy Term, within the United States of America, subject to the values of such additional property and/or interests not exceeding USD25,000,000 or Named Insured's Policy Limit of Liability if less than USD25,000,000 any one acquisition. Additionally a sub-limit of $2,500,000 applies to Tier 1 Wind counties, parishes and independent cities for 60 days for the states of Virginia, North Carolina, South Carolina, Georgia, Alabama, Mississippi, Louisiana, Texas and/or situated anywhere within the states of Florida and Hawaii.

If Flood coverage is purchased for all scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V. In the event that coverage for Flood for any location situated in Flood Zones A or V is required, it is to be agreed by the Company prior to attachment hereunder.

This coverage extension does not apply to the peril of Earthquake Shock in the States of California, or Alaska except as follows:

(1) At Policy annual inception, for those Named Insureds that purchase the earthquake shock peril only, per the sub-limit that appears on the Declaration Page, automatic coverage applies for the peril of earthquake shock for a period of 30 days from date of contractual requirement by any bond, certificate of participation or any similar investment, for any new locations where there is such a contractual requirement to provide earthquake shock coverage. Otherwise there is no Automatic Coverage for Earthquake Shock for any other new locations in California or Alaska.

In the event of coverage being required for additional property and/or interest where the value exceeds USD25,000,000 or Named Insured's Policy Limit of Liability if less than USD25,000,000 any one acquisition details of said property and/or interest are to be provided to the Company for its agreement not later than one hundred twenty (120) days from the date of the said additional property and/or interest have become at the risk of the Named Insured, this Policy providing coverage automatically for such period of time up to a maximum limit of USD40,000,000 for combustible construction (USD50,000,000 for non-combustible construction).

After the reporting of a location added under automatic acquisition, the Company retains the right to determine acceptability of all such property(ies). Additional premium will be calculated from the date of acquisition, if values are in excess of USD25,000,000.

In the event that the Named Insured fails to comply with the above reporting provision, then coverage hereunder is sub-limited to USD25,000,000 any one occurrence.

Additional, or return premium due for endorsements issued during the policy term,

such as those for additions or deletions of values within or greater than as that which is provided in any "Automatic Acquisition sub-limit" (including those for existing Named Insureds or new Named Insureds to the Tribal program) will be processed on a quarterly basis. Issuance of the endorsements and calculation of pro-rata or return premium, for these changes will be processed as of, and at the time of the transaction.

19. MISCELLANEOUS UNNAMED LOCATIONS

Coverage is extended to include property at locations (including buildings, or structures, owned, occupied or which the Named Insured is obligated to maintain insurance) located within the territorial limitations set by this Policy. Coverage provided by this clause is limited to any sub-limit noted on the Declaration Page attached to this form, and by terms and conditions of this policy form. This coverage extension does not apply to the peril of Earthquake in the states of California or Alaska. If Flood coverage is purchased for scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V.

20. ACCIDENTAL CONTAMINATION

This Policy is hereby extended to cover Business Interruption and Property Damage loss as a result of accidental contamination, discharge or dispersal from any source to Covered Property, including expenses necessarily incurred to clean up, remove and dispose of contaminated substances so as to restore the Covered Property to the same condition as existed prior to loss. The coverage provided is sub-limited to USD as per Declaration Page.

If such contamination or dispersal is itself caused by fire, lightning, impact from aircraft, explosion, riot, civil commotion, smoke, collapse, vehicles, windstorm, hail, vandalism, malicious mischief or leakage and accidental discharge from automatic fire protective systems whereupon this extension shall provide coverage up to full limit of liability provided by this Policy.

For the purposes of this Accidental Contamination clause only, the term "Covered Property", as covered by this Policy, is held to include Land (and Land Values) on which Covered Property is located, whether or not the same are excluded by this Policy.

It is further understood and agreed that this coverage clause shall not override anything contained in Asbestos Clean Up and Removal in this Policy.

C. PROPERTY NOT COVERED

Except as for that which may be provided as an Extension of Coverage, this policy does not cover:

1. Aircraft, vehicles, watercraft over 50 feet in length (other than watercraft held for sale by the Named Insured), and rolling stock, except scheduled watercraft, and rolling stock, light rail vehicles, subway trains and related track maintenance vehicles for light rail and subway lines.

2. Standing timber, bodies of water, growing crops.

3. Land, (including land on which covered property is located), and land values (except athletic fields, landscaping, artificial turf, sand traps, tees and greens).

4. Property in due course of ocean marine transit.

5. Shipment by mail after delivery into the custody of the United States Post Office.

6. Power transmission lines, feeder lines and more than 1,000 feet from the premises of the Named Insured unless scheduled and specifically approved by the Company.

7. Underground pipes more than 1,000 feet from the premises of the Named Insured unless scheduled and specifically approved by the Company.

8. Offshore property, oilrigs, underground mines, caverns and their contents. Railroad track is excluded unless values have been reported by the Named Insured.

D. LOSS PAYMENT BASIS / VALUATION

In case of loss to property of a Named Insured covered hereunder, the basis of adjustment shall be as of the time and place of loss as follows:

1. On all real and personal property, including property of others in the care or control of the Named Insured at the replacement cost (as defined below) at the time of the loss without deduction for depreciation. If property is not replaced within a reasonable period of time, then the actual cash value shall apply.

2. On improvements and betterments at the replacement cost at time of loss without deduction for depreciation. If property is not repaired or replaced within a reasonable period of time, then the actual cash value shall apply. If replaced or repaired by others for the use of the Named Insured, there shall be no liability hereunder. The Company agrees to accept and consider the Named Insured as sole and unconditional owner of all improvements and betterments, any contract or lease the Named Insured may have made to the contrary notwithstanding.

3. On manuscripts, mechanical drawings, patterns, electronic data processing media, books of accounting and other valuable papers, the full replacement cost of the property at the time of loss (including expenses incurred to recreate the information lost, damaged or destroyed, except as may be limited by any separate policy provision) or what it would then cost to repair, replace or reconstruct the property with other of like kind and quality. If not repaired, replaced or reconstructed within a reasonable period of time, then not to exceed the cost of blank or unexposed material.

4. On antique, restored or historical buildings, the cost of acquisition, relocation to the site and renovation or reconstruction. In the event of a partial loss, replacement cost for antique, restored or historical buildings shall mean the cost of repairing, replacing, constructing or reconstructing (whichever is less) the property on the same site using materials of like kind and quality necessary to preserve or maintain a buildings' historical significance without deduction for depreciation.

5. On property of others for which the Named Insured is liable under contract or lease agreement the Company's liability in the event of loss is limited to the Named Insured's obligation as defined in said contract or lease agreement but not to exceed the replacement cost.

6. On library contents, at replacement cost, or as follows, whichever is greater:

Category	**Value (per item)**	
Juvenile Materials	USD	49.62
Pamphlets	USD	6.38
Magazines	USD	12.87
Fiction	USD	24.00
Non-Fiction	USD	86.40
Dictionary	USD	125.75
Encyclopedia	USD	300.96
Thesaurus	USD	46.42
Reference (other)	USD	120.77
Abstracts	USD	295.74
Textbook	USD	109.40
Art Books	USD	65.16
Film	USD	290.15
Book/Diskette	USD	109.54
Vinyl Records	USD	87.50
DVD/VHS	USD	58.03
Audio Cassette	USD	31.91
Compact Discs	USD	25.47
CD ROM	USD	41.21
Audio Books	USD	78.05
Medical Atlas	USD	186.47
Technical Law	USD	158.24
Nanotechnology	USD	182.73
Biotechnology	USD	172.90

The above valuation is predicated on the values provided by the Library of Congress Dewey Decimal system and adjusted for inflation.

The figures above do not include the "shelving cost" of each book. Therefore, the formula for adjusting a library contents loss is:

"Number of items in a category that are replaced multiplied by the valuation figure plus associated shelving costs".

The actual cost per item in the final adjustment is to be computed as of the time and place of loss or damage.

7. Animals: The stated value as per schedule on file with the Named Insured.

8. Landscaping, artificial turf, sand traps, tees, putting greens and athletic fields; the actual replacement cost of sod, shrubs, sand, plants and trees; however the Company's liability for replacement of trees, plants and shrubs will be limited to the actual size of the destroyed plant, tree or shrub at the time of the loss up to a maximum size of 25 gallons per item but not to exceed USD 25,000 per item.

   For the purpose of determining coverage under this policy landscaping, trees, plants and shrubs are only insured if their position and planting was undertaken by human agency for cosmetic effect.

The aforementioned valuations shall also be used for the purpose of any minimum earned premium and/or quarterly adjustments incurred.

Wherever the term "actual cash value" is used as respects real property or improvements and betterment's in this clause, or elsewhere herein, it shall mean replacement cost less depreciation.

"Replacement Cost" shall mean the cost of repairing, replacing, constructing or reconstructing (whichever is the least) the property on the same site, using new materials of like kind and quality and for like occupancy without deduction for depreciation, subject to the following:

(i) Until the property is actually repaired, replaced or reconstructed, the maximum amount recoverable shall be the actual cash value of the lost or damaged property;

(ii) Replacement shall be effected by the Named Insured with due diligence and dispatch;

(iii) Replacement need not be on same site, or of same or similar construction or occupancy provided that the Company shall not be liable for any additional costs that are directly attributable to the inclusion of this provision.

(iv.) For historical buildings as more specifically defined in this Section.

(v.) In no event shall the Company's liability exceed the amount actually and necessarily expended in repairing or replacing (whichever is less) Covered Property or any part thereof.

It is understood and agreed that as respects replacement cost, the Named Insured shall have the option of replacement with electrical and mechanical equipment having technological advantages and/or representing an improvement in function and/or forming part of a program of system enhancement provided that such replacement can be accomplished without increasing the Company's liability. The Company shall be allowed to dispose of, as salvage, any non-proprietary property deemed unusable by the Named Insured.

In the event the Named Insured should fail to comply with any of the foregoing provisions settlement shall be made as if this Replacement Cost provision had not been in effect.

SECTION III

BUSINESS INTERRUPTION, EXTRA EXPENSE & RENTAL INCOME

Subject to the terms, conditions and exclusions stated elsewhere herein, this Policy provides coverage for:

A. COVERAGE

1. BUSINESS INTERRUPTION

Against loss resulting directly from interruption of business, services or rental value caused by direct physical loss or damage, as covered by this Policy to real and/or personal property insured by this Policy, occurring during the term of this Policy.

In the event of such loss or damage the Company shall be liable for the actual loss sustained by the Named Insured for gross earnings as defined herein and rental value as defined herein resulting from such interruption of business, services, or rental value; less all charges and expenses which do not necessarily continue during the period of restoration. Due consideration shall be given to the continuation of normal charges and expenses including ordinary payroll expenses to the extent necessary to resume operations of the Named Insured with the same quality of service which existed immediately preceding the loss.

Ordinary payroll means payroll expenses for the Named Insured's employees EXCEPT: officers, executives, department managers, employees under contract, or additional exemptions such as specific job classes or specific employees. Ordinary payroll expenses does include payroll, employee benefits (if directly related to payroll), FICA (employers portion), union dues, and workers' compensation premiums.

With respect to business interruption for power generation facilities, the coverage provided hereunder is sub-limited to USD as per Declaration Page.

2. EXTRA EXPENSE

This Policy is extended to cover the necessary and reasonable extra expenses occurring during the term of this Policy at any location as hereinafter defined, incurred by the Named Insured in order to continue as nearly as practicable the normal operation of the Named Insured's business following damage to or destruction of covered property by a covered peril which is on premises owned, leased or occupied by the Named Insured. In the event of such damage or destruction, the Company shall be liable for such necessary extra expense incurred for only such length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair or replace such part of the property as has been damaged or destroyed commencing with the date of damage or destruction and not limited by the date of expiration of this Policy (hereinafter referred to as the period of restoration).

B. EXTENSIONS OF COVERAGE

1. INGRESS / EGRESS

This Policy is extended to insure the actual loss sustained during the period of time not exceeding 30 days, when as a direct result of physical loss or damage caused by a covered peril(s) specified by this Policy and occurring at property located within a 10 mile radius of covered property, ingress to or egress from the covered property covered by this Policy is prevented. Coverage under this extension is subject to a 24-hour waiting period.

2. INTERRUPTION BY CIVIL AUTHORITY

This Policy is extended to include the actual loss sustained by the Named Insured, as covered hereunder during the length of time, not exceeding 30 days, when as a direct result of damage to or destruction of property by a covered peril(s) occurring at a property located within a 10 mile radius of covered property, access to the covered property is specifically prohibited by order of a civil authority. Coverage under this extension is subject to a 24-hour waiting period.

3. DEMOLITION AND INCREASED TIME TO REBUILD

The Company shall, in the case of loss covered under this Policy, be liable also for loss to the interest covered by the Policy, occasioned by the enforcement of any local or state ordinance or law regulating the construction, repair or demolition of buildings or structures and in force at the time such loss occurs, which necessitates the demolition of any portion of the described building(s) not damaged by the covered peril(s). The Company shall also be liable for loss due to the additional period of time required for repair or reconstruction in conformity with the minimum standards of such ordinance or law of the building(s) described in this Policy damaged by a covered peril.

THE COMPANY SHALL NOT BE LIABLE UNDER THIS CLAUSE FOR:

a. More than the limit of liability as shown elsewhere in this Policy.

b. Any greater proportion of any loss to the interest covered by this Policy than the amount covered under this Policy on said interest bears to the total insurance and coverage on said interest, whether all such insurance contains this clause or not

4. CONTINGENT TIME ELEMENT COVERAGE

Business interruption, rental income, and extra expense coverage provided by this Policy is extended to cover loss directly resulting from physical damage to property of the type not otherwise excluded by this Policy at direct supplier or direct customer locations that prevents a supplier of goods and/or services to the Named Insured from supplying such goods and/or services, or that prevents a recipient of goods and/or services from the Named Insured from accepting such goods and/or services. The coverage provided by this clause separately as respects each of these coverage's is sub-limited to USD as per Declaration Page.

5. TAX REVENUE INTERRUPTION

Except as hereinafter or heretofore excluded, this Policy insures against loss resulting directly from necessary interruption of sales, property or other tax revenue including, but not limited to Tribal Incremental Municipal Services Payments collected by or due the Named Insured caused by damage, or destruction by a peril not excluded from this Policy to property which is not operated by the Named Insured and which wholly or partially prevents the generation of revenue for the account of the Named Insured.

The Company shall be liable for the actual loss sustained for only the length of time as would be required with exercise of due diligence and dispatch to rebuild, replace or repair the contributing property commencing with the date of damage to the contributing property, but not limited by the expiration date of this Policy.

If the Named Insured has reported Tax Revenue Interruption values for which premium has been charged, such loss recovery after deductible shall be limited to whichever is the least of:

1. The sub-limit USD3,000,000 insured on the Policy;
2. The actual loss sustained.
3. The difference in amount between 97.5% of the anticipated revenue and the actual total revenue after the loss.

If the Named Insured has not reported Tax Revenue Interruption values, such loss recovery after deductible shall be limited to whichever is the least of:

1. The actual loss sustained;
2. USD100,000 per occurrence.

DEDUCTIBLE: Each loss or series of losses arising out of one event at each location shall be adjusted separately and from the aggregate amount of all such losses 2.50% of the annual revenue value shall be deducted.

6. EXTENDED PERIOD OF INDEMNITY

Business interruption including rental income, tax interruption, tuition income and extra expense coverage provided by this Policy is extended for the additional length of time required to restore the business of the Named Insured to the condition that would have existed had no loss occurred commencing on either;

a. the date on which the Company's liability would otherwise terminate or;

b. the date on which rebuilding, repairing or replacement of such property as has been lost, damaged or destroyed is actually completed, whichever is later.

The Company's liability shall terminate no later than **180 (one hundred and eighty) days** from the commencement date set forth above, unless a different time period is agreed to by the Company through an endorsement to this policy.

7. EXPENSES TO REDUCE LOSS

This Policy also covers such expenses as are necessarily incurred for the purpose of reducing loss under this section (except incurred to extinguish a fire); but in no event to exceed the amount by which loss is thereby reduced.

C. EXCLUSIONS

1. The Company shall not be liable for any increase of loss which may be occasioned by the suspension, lapse, or cancellation of any lease or license, contract or order, unless such suspension, lapse, or cancellation results directly from the interruption of business caused by direct physical loss or damage covered by this policy and, then the Company shall only be liable for such loss as affects the Named Insured's earnings during and limited to, the period of indemnity covered under this Policy.

2. With respect to loss resulting from damage to or destruction of media for, or programming records pertaining to, electronic data processing or electronically controlled equipment, including data thereon, by the perils insured against, the length of time for which the Company shall be liable hereunder shall not exceed:

   i. Thirty (30) consecutive calendar days or the time required with exercise of due diligence and dispatch to reproduce the data thereon from duplicates or from originals of the previous generation, whichever is less; or,

   ii. the length of time that would be required to rebuild, repair or replace such other property herein described as has been damaged or destroyed, but not exceeding eighteen (18) calendar months, whichever is the greater length of time.

D. CONDITIONS APPLICABLE TO THIS SECTION

If the Named Insured could reduce the loss resulting from the interruption of business:

1. by complete or partial resumption of operation of the property whether or not such property be lost or damaged, or;
2. by making use of merchandise or other property at the Named Insured's location or elsewhere;

such reduction shall be taken into account in arriving at the amount of the loss hereunder.

E. DEFINITIONS

1. GROSS EARNINGS

"Gross Earnings" is defined as the sum of:

a. total net sales and;

b. other earnings derived from the operation of the business

less the cost of;

c. merchandise sold including packaging materials and;

d. materials and supplies consumed directly in supplying the service(s) sold by the Named Insured, and;

e. service(s) purchased from outside (not employees of the Named Insured) for resale that does not continue under contract.

No other cost shall be deducted in determining gross earnings.

In determining gross earnings, due consideration shall be given to the experience of the business before the date of loss or damage and the probable experience thereafter, had no loss occurred.

In the event that Real and/or Personal Property that does not normally produce an income sustain damage covered under this policy, the actual recovery under this policy shall be the continuing fixed charges and expenses directly attributable to such non-productive property.

2. MERCHANDISE

Shall be understood to mean, goods kept for sale by the Named Insured, which are not the products of manufacturing operations conducted by the Named Insured.

3. EXTRA EXPENSE

The term "extra expense", whenever used in this Policy, is defined as the excess (if any) of the total cost incurred during the period of restoration chargeable to the operation of the Named Insured's business over and above the total cost that would normally have been incurred to conduct the business during the same period had no damage or destruction occurred. Any salvage value of property obtained for temporary use during the period of restoration, which remains after the resumption of normal operations, shall be taken into consideration in the adjustment of any loss hereunder.

4. RENTAL VALUE

The term "rental value" is defined as the sum of:

a. the total anticipated gross rental income from tenant occupancy as furnished and equipped by the Named Insured, and;

b. the amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be obligations of the Named Insured, and;

c. the fair rental value of any portion of said property which is occupied by the Named Insured, and;

d. any amount in excess of a., b. and c. (above) which an obligation due under the terms and conditions of any revenue bond, certificate of participation or other financial instrument.

In determining rental value, due consideration shall be given to the experience before the date of loss or damage and the probable experience thereafter had no loss occurred.

5. PERIOD OF RESTORATION

The period during which business interruption and or rental interruption applies will begin on the date direct physical loss occurs and interrupts normal business operations and ends on the date that the damaged property should have been repaired, rebuilt or replaced with due diligence and dispatch, but not limited by the expiration of this policy.

SECTION IV
GENERAL CONDITIONS

A. PERILS COVERED

Subject to the terms, conditions and exclusions stated elsewhere herein, this Policy provides insurance against all risk of direct physical loss or damage occurring during the period of this Policy.

B. EXCLUSIONS

This Policy does not insure against any of the following:

1. Loss or damage caused by or resulting from moths, vermin, termites, or other insects, inherent vice, latent defect, faulty materials, error in design, faulty workmanship, wear, tear or gradual deterioration, rust, corrosion, wet or dry rot, unless physical loss or damage not otherwise excluded herein ensues and then only for such ensuing loss, or damage.

2. Physical loss or damage by normal settling, shrinkage or expansion in building or foundation.

3. Delay or loss of markets (this exclusion shall be inapplicable to the extent inconsistent with any time element coverage provided elsewhere herein).

4. Breakdown or derangement of machinery and/or steam boiler explosion, unless physical loss or damage not otherwise excluded herein ensues and then only for such ensuing loss.

5. Loss or damage caused by or resulting from misappropriation, conversion, inventory shortage, unexplained disappearance, infidelity or any dishonest act on the part of the Named Insured, it's employees or agents or others to whom the property may be entrusted (bailees and carriers for hire excepted) or other party of interest.

6. Loss or damage caused by or resulting from electrical injury or disturbance from artificial causes to electrical appliances, devices of any kind or wiring, unless physical loss or damage not otherwise excluded herein ensues and then only for such ensuing loss. This exclusion does not apply to data processing equipment or media.

7. Loss or damage to personal property resulting from shrinkage, evaporation, loss of weight, leakage, breakage of fragile articles, marring, scratching, exposure to light or change in color, texture or flavor, unless such loss is caused directly by fire or the combating thereof, lightning, windstorm, hail, explosion, strike, riot, or civil commotion, aircraft, vehicles, breakage of pipes or apparatus, sprinkler leakage, vandalism and malicious mischief, theft, attempted theft, flood or earthquake shock. (Earthquake Shock, and Flood, in the states of Alaska or California shall only apply to locations that are scheduled for Earthquake Shock and Flood).

8. Loss or damage caused by rain, sleet or snow to personal property in the open (except in the custody of carriers or bailees for hire).

9. Loss caused directly or indirectly, by:

   a. War, hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack

      i. by any government or sovereign power (de jure or de facto), or by any Authority maintaining or using military, naval or air forces; or
      ii. by military, naval or air forces; or
      iii. by an agent of any such government, power, authority or forces;

   b. any weapon of war employing atomic fission or radioactive force whether in time of peace or war;

   c. insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental Authority or hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

10. Nuclear reaction or nuclear radiation or radioactive contamination from any cause, all whether direct or indirect, controlled or uncontrolled, proximate or remote, or is contributed to or aggravated by a Covered Cause of Loss. However:

   a. If fire not otherwise excluded results, the Company shall be liable for the direct physical loss or damage by such resulting fire, but not including, any loss or damage due to nuclear reaction, nuclear radiation, or radioactive contamination, and

   b. This Policy does insure against physical loss or damage caused by sudden and accidental radioactive contamination, including resultant radiation damage, from material used or stored or from processes conducted on the Named Insured premises, provided that, at the time of such loss or damage, there is neither a nuclear reactor nor any new or used nuclear fuel on the Named Insured premises

11. As respects course of construction, the following exclusions shall apply:

   a. The cost of making good: faulty or defective workmanship, materials, construction and/or design, but this exclusion shall not apply to damage by a peril not excluded resulting from such faulty or defective workmanship, materials, construction and/or design.

   b. The cost of non-compliance of, or delay in completion of contract.

   c. The cost of non-compliance with contract conditions.

   d. Contractors' equipment or tools not a part of or destined to become a part of the installation.

12. Loss or damage caused by Earthquake Shock unless a limit is shown on the Declarations for Earthquake Shock this exclusion will apply.

13. Loss or damage caused by Flood unless a limit is shown on the Declarations for Flood this exclusion will apply.

14. Loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

    a) the recognition, interpretation, calculation, comparison, differentiation, sequencing or processing of data involving one or more dates or times, by any computer system, hardware, program or software, or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Named Insured or not; or

    b) any change, alteration, correction or modification involving one or more dates or times, to any such computer system, hardware, program or software, or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Named Insured or not.

    Except as provided in the next paragraph, this Electronic Date Recognition Clause shall apply regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

    If direct physical loss or damage not otherwise excluded by this Policy results, then subject to all its terms and conditions, this Policy shall be liable only for such resulting loss or damage. Such resulting loss or damage shall not include physical loss or damage to data resulting directly from a) or b) above, nor the cost, claim or expense, whether preventative, remedial, or otherwise, arising out of or relating to any change, alteration, correction or modification relating to the ability of any damaged computer system, hardware, program or software, or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment to recognize, interpret, calculate, compare, differentiate sequence or process any data involving one or more dates or times.

15. Loss or damage in the form of, caused by, arising out of, contributed to, or resulting from fungus, mold(s), mildew or yeast; or any spores or toxins created or produced by or emanating from such fungus, mold(s), mildew or yeast;

    a) fungus includes, but is not limited to, any of the plants or organisms belonging to the major group fungi, lacking chlorophyll, and including mold(s), rusts, mildews, smuts and mushrooms;

    b) mold(s) includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce mold(s);

    c) spores means any dormant or reproductive body produced by or arising or emanating out of any fungus, mold(s), mildew, plants, organisms or microorganisms,

regardless of any other cause or event that contributes concurrently or in any sequence to such loss.

This exclusion shall not apply to any loss or damage in the form of, caused by, contributed to or resulting from fungus, mold(s), mildew or yeast, or any spores or toxins created or produced by or emanating from such fungus, mold(s), mildew or yeast which the Insured establishes is a direct result of a Covered Loss not otherwise excluded by the Policy, provided that such fungus, mold(s), mildew or yeast loss or damage is reported to the Company within twelve months from the expiration date of the Policy. Notwithstanding Section IV, Item R., Other Insurance, coverage provided under this paragraph shall apply as primary. Nothing herein contained shall be held to waive, vary, alter or extend any condition or provision of the policy other than as above stated.

16. Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

17. The following additional exclusions apply to animals covered under this Policy:

    a. Death of any animal(s) from natural causes.

    b. Death of any animal(s) that dies from an unknown cause unless:

        i. upon the death of such animal a post-mortem examination conducted on the animal by a licensed veterinarian, and if
        ii. the veterinarian's post-mortem report shows the cause of death to clearly fall within the coverages of this Policy.

    c. Death of any animal(s) as a result of surgical operation, including inoculation, unless the necessity for same arises from a loss otherwise covered by this Policy.

    d. The death or destruction of any animal(s) caused by, resulting from, or made necessary by physical injury caused by or resulting from the activities of the injured animal or other animals unless such death or destruction is the result of a loss otherwise covered by this Policy.

    e. The death of any animal(s) caused directly or indirectly by the neglect or abuse of the Named Insured, his agent, employees or bailees (carriers for hire excepted) unless such death is a result of a loss otherwise covered by this Policy.

    f. The loss by death of any animal(s) as a result of parturition or abortion.

    g. Loss resulting from depreciation in value caused by any animal(s) covered hereunder becoming unfit for or incapable of filling the function or duties for which it is kept, employed or intended unless such depreciation is a result of a loss otherwise covered by this Policy.

    h. Loss by destruction of any animal(s) on the order of the federal or any state government, or otherwise as a result of having contracted or been exposed to any contagious or communicable disease.

i. The removal or disposal of the remains of any animal(s) or the expense thereof unless such removal or disposal is the result of a loss otherwise covered by this Policy.

j. The loss of any animal(s) that has been unnerved (the term "unnerved" to be considered as meaning the operation of neurotomy for lameness.)

k. Any claim consequent upon delay, deterioration, or loss of use or loss of market arising from an event covered by this Policy.

18. Loss, damage, costs or expenses in connection with any kind or description of seepage and/or pollution and/or contamination, direct or indirect, arising from any cause whatsoever. Except as provided in Section II Property Damage, B. Extension of Coverage, 21. Accidental Contamination.

Nevertheless if fire is not excluded from this Policy and a fire arises directly or indirectly from seepage and/or pollution and/or contamination, any loss or damage covered under this Policy arising directly from that fire shall, (subject to the terms, conditions and limitations of the Policy) be covered.

However, if the covered property is the subject of direct physical loss or damage for which the Company has paid or agreed to pay, then this Policy (subject to its terms, conditions and limitations) insures against direct physical loss or damage to the property covered hereunder caused by resulting seepage and/or pollution and/or contamination.

The Named Insured shall give notice to the Company of intent to claim **NO LATER THAN TWELVE (12) MONTHS AFTER THE DATE OF THE ORIGINAL PHYSICAL LOSS OR DAMAGE.**

Notwithstanding the provisions of the preceding exclusions or any provision respecting seepage and/or pollution and/or contamination, and/or debris removal and/or cost of clean up in the Policy, in the event of direct physical loss or damage to the property covered hereunder, this Policy (subject otherwise to its terms, conditions and limitations, including but not limited to any applicable deductible) also insures, within the sum covered:

(a) expenses reasonably incurred in removal of debris of the property hereunder destroyed or damaged from the premises of the Named Insured; and/or;
(b) cost of clean up at the premises of the Named Insured made necessary as a result of such direct physical loss or damage;

PROVIDED that this Policy does not insure against the costs of decontamination or removal of water, soil or any other substance on or under such premises.

19. **AUTHORITIES EXCLUSION**

Fines, penalties or cost incurred or sustained by the Named Insured or imposed on the Named Insured at the order of any Government Agency, Court or other Authority, in connection with any kind or description of environmental impairment including seepage or pollution or contamination from any cause.

20. The following exclusion applies to Terrorism:

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

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

C. STATUTES

If any of the articles of this Policy conflict with the laws or statutes of any jurisdictions in which this Policy applies this Policy is amended to conform to such laws or statutes.

D. TERRITORIAL LIMITS

This Policy insures Real and Personal Property within the United States of America. Personal Property is extended to Worldwide coverage. The coverage provided by this clause for Personal Property is sub-limited to USD as per Declaration Page.

E. REINSTATEMENT

Any reduction in the amount insured hereunder due to payment of any loss or losses shall be automatically reinstated for the balance of the term of this contract except as respects to the perils of Earthquake Shock and Flood.

F. FREE ON BOARD (F.O.B.) SHIPMENTS

The Company shall be liable for the interest of the Named Insured at sole option of the Named Insured, the interest of the consignee in merchandise, which has been sold by the Named Insured under terms of F.O.B. point of origin or other terms usually regarded as terminating shippers' responsibility short of point of delivery.

G. BREACH OF CONDITIONS

If any breach of a clause, condition or warranty of this Policy shall occur prior to a loss affected thereby under this Policy, such breach shall not void the Policy nor avail the Company to avoid liability unless such breach shall exist at the time of such loss under this contract or Policy, and be a contributing factor to the loss for which claim is presented hereunder, it being understood that such breach of clause or condition is applicable only to the property affected thereby. Notwithstanding the foregoing, if the Named Insured establishes that the breach, whether contributory or not, occurred without its knowledge or permission or beyond its control, such breach shall not prevent the Named Insured from recovering under this Policy.

H. PERMITS AND PRIVILEGES

Anything in the printed conditions of this Policy to the contrary notwithstanding, permission is hereby granted:

1. to maintain present hazards and hazards which are consistent with the current operation of insured facilities;
2. to make additions, alterations, extensions, improvements and repairs, to delete, demolish, construct and reconstruct, and also to include all materials, equipment and supplies incidental to the foregoing operations of the property covered hereunder, while in, on and/or about the premises or adjacent thereto;
3. for such use of the premises as usual and/or incidental to the business as conducted therein and to keep and use all articles and materials usual and/or incidental to said business in such quantities as the exigencies of the business require;

This Policy shall not be prejudiced by:

1. any error in stating the name, number, street, or location of any building(s) and contents covered hereunder, or any error or omission involving the name or title of the Named Insured;
2. any act or neglect of the owner of the building, if the Named Insured hereunder is not the owner, or of any occupant of the within described premises other than the Named Insured, when such act or neglect is not within the control of the Named Insured, named herein; or
3. by failure of the Named Insured to comply with any of the warranties or conditions endorsed hereon in any portion of the premises over which the Named Insured has no control.

I. PROTECTIVE SAFEGUARDS

The Named Insured shall exercise due diligence in maintaining in complete working order all protective safeguard equipment and services.

J. NOTICE OF LOSS

In the event of loss or damage insured against under this Policy, the Named Insured shall give notice thereof to Tribal First, P.O. Box 609015, San Diego, CA 92160, Phone: 858-505-4022, Fax: 619-699-0929, of such loss. Such notice is to be made as soon practicable upon knowledge within the risk management or finance division of the insured that a loss has occurred.

K. ARBITRATION OF VALUE

In case the Named Insured and the Company shall fail to agree as to the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraisers selected. The appraiser shall first select a competent and disinterested umpire, and failing to agree upon such umpire, then, on request of the Named Insured or the Company such umpire shall be selected by judge of a court of record in the state in which the property covered is located.

The appraisers shall as soon as practicable, appraise the loss stating separately the loss of each item and failing to agree, shall submit their differences only to the umpire. An award in writing so itemized, of any two appraisers when filed with the Company shall determine the amount of loss. The party selecting him shall pay each appraiser and the expenses of appraisal and umpire shall be paid by the parties equally.

L. PROOF OF LOSS

The Named Insured shall render a signed and sworn proof of loss as soon as practical after the occurrence of a loss, stating the time, place and cause of loss, the interest of the Named Insured and of all others in the property, the value thereof and the amount of loss or damage thereto.

M. SUBROGATION

In the event of any loss payment under this Policy, the Company, shall be subrogated to all the Named Insured's rights of recovery thereof against any person or organization and the Named Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights.

As respects subrogation it is agreed that, after expenses incurred in subrogation are deducted, the Named Insured and the Company shall share proportionately to the extent of their respective interests as determined by the amount of their net loss. Any amount thus found to be due to either party from the other shall be paid promptly.

Notwithstanding the above wording, the Named Insured has the right to enter into an agreement that releases or waives the Named Insured's right to recovery against third parties responsible for the loss if made before the loss occurred.

N. CANCELLATION

This Policy may be cancelled by the Named Insured at any time by written notice or surrender of this Policy. This Policy may also be cancelled by or on behalf of the Company by delivering to the Named Insured or by mailing to the Named Insured, by registered, certified or other first class mail at the Named Insured's address as shown in this Policy, written notice, not less than ninety (90) days prior to the effective date of cancellation. The mailing of such notice as aforesaid shall be sufficient proof and this Policy and shall terminate at the date and hour specified in such notice. Notwithstanding what has been stated above, however, should this Policy be cancelled for non-payment of assessment, the Company shall only be required to give the Named Insured ten (10) days notice.

If this insurance in total shall be cancelled by the Named Insured, the Company shall retain the customary short rate proportion of the premium hereon. If the Company elects to cancel coverage mid-term, then such cancellation shall be handled on a pro-rata basis without short rate penalty.

In the event of cancellation the aggregate retention and specific limit amount shall be applied pro rata with the balance, if any, to be paid to the Named Insured.

Payment or tender of any unearned premium by the Company shall not be condition precedent to the effectiveness of cancellation but such payment shall be made forthwith.

Cancellation shall not affect coverage on any shipment in transit on date of cancellation. Coverage will continue in full force until such property is safely delivered and accepted at place of final destination.

It is understood and agreed that if the Named Insured cancels this Policy, the Policy is subject to 25% minimum earned premium regardless of the length of time coverage is in force.

O. ABANDONMENT

There shall be no abandonment to the Company of any property.

P. ASSIGNMENT

Assignment or transfer of this Policy shall not be valid except with the written consent of the Company.

Q. SALVAGE

When, in connection with any loss hereunder, any salvage is received prior or subsequent to the payment of such loss, the loss shall be figured on the basis on which it would have been settled had the amount of salvage been known at the time the loss was originally determined. The salvage value will be deducted from the claim or returned to the Company.

R. OTHER INSURANCE

Permission is hereby granted to the Named Insured to carry more specific insurance on any property covered under this Policy. This Policy shall not attach or become insurance upon any property which at the time of loss is more specifically described and covered under any other policy form until the liability of such other insurance has first been exhausted and shall then cover only the excess of value of such property over and above the amount payable under such other insurance, whether collectible or not. This Policy, subject to its conditions and limitations, shall attach and become insurance upon such property as respects any peril not covered by such other insurance and not otherwise excluded herein.

In the event of a loss that is covered by other insurance, wherein this Policy is excess of any amount paid by such other insurer, the other insurance shall be applied to the deductible amount stated elsewhere. Should the amount paid by such other insurance exceed these deductibles, no further deductibles shall be applied under this Policy.

S. EXCESS INSURANCE

Permission is granted for the Named Insured to maintain excess insurance over the limit of liability set forth in this Policy without prejudice to this Policy and the existence of such insurance, if any, shall not reduce any liability under this Policy. Also it is understood and agreed as respects earthquake shock or flood, that in the event of reduction or exhaustion of the aggregate limits of liability under the underlying Policy(s) by reason of loss(es) hereunder, this Policy shall:

1. in the event of reduction, pay out excess of the reduced underlying limit and
2. in the event of exhaustion, continue in force as the underlying Policy.

T. RIGHT TO REVIEW RECORDS FOLLOWING AN INSURED LOSS

The Named Insured as often as may be reasonably required, shall submit and so far as within their power, cause all other persons interested in the property or employees to submit to examination under oath by any person named by the Company relative to any and all matters in connection with a claim, and produce for examination all books of account, bills, invoices and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Company or their representatives and shall permit extracts and copies thereof to be made.

U. CONCEALMENT AND FRAUD

This entire Policy shall be void, if whether before or after a loss, the Named Insured has willfully concealed or misrepresented any material facts or circumstance concerning this Policy of the subject thereof, or the interest of the Named Insured therein, or in case of any fraud or false swearing by the Named Insured relating thereto.

V. FULL WAIVER

The terms and conditions of this form and any approved endorsements, supersede any policy jacket that may be attached hereto.

W. SUIT AGAINST COMPANY

No suit, action or proceeding for the recovery of any claim under this Policy shall be sustainable in any court of law or equity unless the Named Insured shall have complied with all the requirements of this Policy, nor unless the suit is commenced within twelve (12) months after the date that the Company has made its final offer of settlement or denial of the loss. However, that if under the laws of the jurisdiction in which the property is located such limitation is invalid, then any such claims shall be void unless such action, suit or proceedings be commenced within the shortest limit of time permitted by the laws of such jurisdiction.

X. JOINT LOSS ADJUSTMENT – BOILER & MACHINERY

In the event of damage to or destruction of property, at a location designated in this Policy and also designated in a boiler and machinery insurance policy, and there is a disagreement between the Company and the Named Insured with respect to:

(1) Whether such damage or destruction was caused by a peril covered against by this Policy or by an accident covered against by such boiler and machinery insurance policy(ies) or

(2) The extent of participation of this Policy and of such boiler and machinery insurance policy in a loss that is covered against, partially or wholly, by one or all of said policy(ies).

The Company shall, upon written request of the Named Insured, pay to the Named Insured one-half of the amount of the loss which is in disagreement, but in no event more than the Company would have paid if there had been no boiler and machinery insurance policy(ies) in effect, subject to the following conditions:

(1) The amount of loss which is in disagreement after making provisions for any undisputed claims payable under the said policy(ies) and after the amount of the loss is agreed by the Named Insured and the Boiler and Machinery Insurer and the Company is limited to the minimum amount remaining payable under either the boiler and machinery insurance policy(ies).

(2) The boiler and machinery insurer(s) shall simultaneously pay to the Named Insured, one-half of the said amount, which is in disagreement.

(3) The payments by the Company and acceptance of the same by the Named Insured signify the agreement of the Company to submit to and proceed with arbitration within ninety (90) days of such payments:

The arbitrators shall be three (3) in number, one of whom shall be appointed by the boiler insurer(s) and one of whom shall be appointed by the Company hereon and the third appointed by consent of the other two, and the decision by the arbitrators shall be binding on the insurer(s) and the Named Insured and that judgment upon such award may be entered in any court of competent jurisdiction.

(4) The Named Insured agrees to cooperate in connection with such arbitration but not to intervene therein.

(5) This agreement shall be null and void unless the Policy of the boiler and machinery Insurer is similarly endorsed.

In no event shall an Insurer be obligated to pay more than their total single limit.

Y. JOINT LOSS ADJUSTMENT – EXCESS PROPERTY

In the event of damage to or destruction of property at a location designated in this Policy and also designated in an excess insurance policy(ies) and if there is disagreement between the insurers with respect to:

(1) whether such damage or destruction was caused by a single event or by multiple events or;

(2) the extent of participation of this Policy and any excess insurance policy in a loss covered against partially or wholly, by one of said Policy or policy(ies).

The Company shall, upon written request of the Named Insured, pay to the Named Insured one-half of the amount of the loss which is in disagreement, but in no event more than the Company would have paid if there had been no excess insurance or policy(ies) in effect, subject to the following conditions:

(1) the amount of loss which is in disagreement after making provisions for any undisputed claims payable under the said policy(ies) and after the amount of the loss is agreed by the Named Insured and the Company is limited to the minimum amount remaining payable under either the primary insurance policy or excess insurance policy(ies);

(2) the excess insurers shall simultaneously pay to the Named Insured one-half of the said amount which is in disagreement; and,

(3) the payments by the Company hereunder and acceptance of the same by the Named Insured signify the agreement of the Company to submit to and proceed with arbitration within ninety (90) days of such payments.

The arbitrators shall be three (3) in number, one of whom shall be appointed by the excess insurer(s) and one of whom shall be appointed by the Company and the third appointed by consent of the other two, and the decision by the arbitrators shall be binding on the Company and the Named Insured, and that judgment upon such award may be entered in any court of competent jurisdiction.

(4) The Named Insured agrees to cooperate in connection with such arbitration but not to intervene therein.

Z. LENDER'S LOSS PAYABLE

The following provisions (or equivalent) apply as required by "mortgages" and "lenders" to whom certificates of coverage have been issued.

1. Loss or damage, if any, under this policy, shall be paid to the Payee named on the first page of this policy, its successors and assigns, hereinafter referred to as "the Lender," in whatever form or capacity its interests may appear and whether said interest be vested in said Lender in its individual or in its disclosed or undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said Lender.

2. The insurance under this policy, or any rider or endorsement attached thereto, as to the interest only of the Lender, its successors and assigns, shall not be invalidated nor suspended: (a) by any error, omission, or change respecting the ownership, description, possession, or location of the subject of the insurance or the interest therein, or the title thereto; (b) by the commencement of foreclosure proceedings or the giving of notice of sale of any of the property covered by this policy by virtue of any mortgage or trust deed; (c) by any breach of warranty, act, omission, neglect, or non-compliance with any of the provisions of this policy, including any and all riders now or hereafter attached thereto, by the Named Insured, the borrower, mortgagor, trustor, vendee, owner, tenant, warehouseman, custodian, occupant, or by the agents of either or any of them or by the happening of any event permitted by them or either of them, or their agents, or which they failed to prevent, whether occurring before or after the attachment of this endorsement, or whether before or after a loss, which under the provisions of this policy of insurance or of any rider or endorsement attached thereto would invalidate or suspend the insurance as to the Named Insured, excluding here from, however, any acts or omissions of the Lender while exercising active control and management of the property.

3. In the event of failure of the Named Insured to pay any premium or additional premium which shall be or become due under the terms of this policy or on account of any change in occupancy or increase in hazard not permitted by this policy, the Company agrees to give written notice to the Lender of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lender hereunder that the Lender when so notified in writing by this Company of the failure of the Named Insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefore. If the Lender shall decline to pay said premium or additional premium, the rights of the Lender under this Lender's Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lender.

4. Whenever the Company shall pay to the Lender any sum for loss or damage under this policy and shall claim that as to the Named Insured no liability therefore exists, the Company, at its option, may pay to the Lender the whole principal sum and interest and other indebtedness due or to become due from the Named Insured, whether secured or unsecured, (with refund of all interest not accrued), and the Company, to the extent of such payment, shall thereupon receive a full assignment and transfer, without recourse, of the debt and all rights and securities held as collateral thereto.

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

For covered property in which both insured and a Loss Payee shown in the Schedule or in the Declaration Page have an insurable interest, the Company will:

1. Adjust losses with the Named Insured; and

2. Pay any claim for loss or damage jointly to the Named Insured and the Loss Payee, as interests may appear.

B. LENDER'S LOSS PAYABLE

1. The Loss Payee shown in the Schedule or in the Declaration Page is a creditor, including a mortgage holder or trustee, whose interest in Covered Property is established by such written instruments as:

   a. Warehouse receipts;
   b. A contract for deed;
   c. Bills of lading;
   d. Financing statements; or
   e. Mortgages, deeds of trust or security agreements.

2. For Covered Property in which both the Named Insured and a Loss Payee have an insurable interest:

   a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
   b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
   c. If the Company deny the Named Insured claim because of the insured act or because the Named Insured have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:

      (1) Pays any premium due under this Coverage Part at our request if the Named Insured have failed to do so;
      (2) Submits a signed, sworn proof of loss within 90 days after receiving notice from us of the Named Insured failure to do so; and
      (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

   All of the terms of this Coverage Part will then apply directly to the Loss Payee.

   d. If the Company pays the Loss Payee for any loss or damage and deny payment to the Named Insured because of the Named Insured acts or because the Named Insured have failed to comply with the terms of this Coverage Part:

      (1) The Loss Payee's rights will be transferred to us to the extent of the amount the Company pays; and
      (2) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, the Company may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, the Named Insured will pay the insured remaining debt to us.

3. If the Company cancels this policy, the Company will give written notice to the Loss Payee at least:

   a. Ten (10) days before the effective date of cancellation if the Company cancels for the insured non-payment of premium; or
   b. Thirty (30) days before the effective date of cancellation if the Company cancels for any other reason.

4. If the Company elects not to renew this policy, the Company will give written notice to the Loss Payee at least ten (10) days before the expiration date of this policy.

C. CONTRACT OF SALE

1. The Loss Payee shown in the Schedule or in the Declaration Page is a person or organization the Named Insured have entered a contract with for the sale of Covered Property.
2. For Covered Property in which both the Named Insured and the Loss Payee have an insurable interest the Company will:
   a. Adjust losses with the Named Insured; and
   b. Pay any claim for loss or damage jointly to the Named Insured and the Loss Payee, as interests may appear:
3. The following is added to the OTHER INSURANCE Condition:

   For Covered Property that is the subject of a contract of sale, the word "the Named Insured" includes the Loss Payee.

AC. ELECTRONIC DATA

1. Electronic Data Exclusion

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

a) This Policy does not insure, loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced

unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

b) However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this Policy, subject to all its terms, conditions and exclusions will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils
Fire
Explosion

2. Electronic Data Processing Media Valuation

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

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost to repair, replace or restore such media to the condition that existed immediately prior to such loss or damage, including the cost of reproducing any ELECTRONIC DATA contained thereon, providing such media is repaired, replaced or restored. Such cost of reproduction shall include all reasonable and necessary amounts, not to exceed USD10,000,000 any one loss, incurred by the Named Insured in recreating, gathering and assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Named Insured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

AD. LOSS ADJUSTMENT SERVICES

Crawford & Company, 3050 Saturn Street #200, Brea, California, 92821, is hereby authorized to represent the Company in the investigation and adjustment of any loss or damage under this Policy at the expense of the Company and without regard to the amount of loss or damage and/or applicable deductible if any.

However, the Company reserves the right to utilize other adjusting firms if and when they feel it necessary.

AE. SERVICE OF SUIT (U.S.A.)

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Named Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon:

FLWA Service Corp, c/o Foley and Lardner LLP, 555 California Street, Suite 1700, San Francisco, CA 94104-1520 (applicable to all markets except as noted below) and that in any

suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Named Insured (or Reinsured) to give a written undertaking to the Named Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Named Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

AF. DEFINITIONS:

1. OCCURRENCE

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

a. Windstorm

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

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

b. Flood

Each loss by flood shall constitute a single loss hereunder.

1. If any flood occurs within a period of the continued rising or overflow of any river(s) or stream(s) and the subsidence of same within the banks of such river(s) or stream(s); or

2. If any flood results from any tidal wave or series of tidal waves caused by any one disturbance;

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

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

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

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

1. overflow of inland or tidal water;

2. unusual and rapid accumulation or run off of surface waters from any natural source.

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

The definition of flood does not include ensuing loss or damage by fire, explosion or sprinkler leakage.

c. **Flood Zone A and V**

Flood zones A and V as referenced in this policy is defined by FEMA as being inclusive of all 100 year high risk flood areas. A one-hundred-year flood is a flood event that has a 1% probability of occurring in any given year..

d. Earthquake Shock

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

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

In the event of there being a difference of opinion between the Named Insured and the Company as to whether or not all earthquake shock losses sustained by

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

The term earthquake shock is defined as: earth movement meaning natural faulting of land masses, but not including subsidence, landslide, rock slide, earth rising, earth sinking, earth shifting or settling unless as a direct result of such earth movement. The definition of earthquake shock does not include ensuing loss or damage by fire, explosion or sprinkler leakage. Further Earthquake Sprinkler Leakage is covered outside of the "Earthquake Shock" definition and subject to the basic peril deductible.

2. PERSONAL PROPERTY OF OTHERS

Means, any property (other than real property) belonging to others for which a Named Insured has assumed liability. This includes but is not limited to:

- Articles of Clothing
- Jewelry
- Sound Equipment
- Fine Arts (up to the sub-limit of unscheduled fine arts)
- EDP Media & Hardware
- Valuable Papers
- Portable Electronic Equipment
- Employee Tools

3. IMPROVEMENTS AND BETTERMENTS

Means, additions or changes made by a Named Insured / lessee at their own expense to a building they are occupying that enhance the building's value.

4. VALUABLE PAPERS AND RECORDS

Means, all inscribed, printed, or written; documents, manuscripts or records; including but not limited to abstracts, books, deeds, drawing, films, maps, or mortgages. Valuable Papers are not money, securities, stamps or converted data program or instructions used in the Named Insured's data processing operations including the materials on which data is recorded.

5. TIER I WINDSTORM COUNTIES

State	Tier I Counties, Parishes or Independent Cities
Alabama	Baldwin, Mobile
Florida	Entire State, All Counties
Georgia	Bryan, Camden, Chatham, Glynn, Liberty, McIntosh,
Hawaii	Entire State, All Counties
Louisiana	Assumption, Calcasieu, Cameron, Iberia, Jefferson, Lafourche, Livingston, Orleans, Plaquemines, St. Bernard, St. Charles, St. James, St. John the Baptist, St. Mary, St. Tammany, Tangipahoa, Terrebonne, Vermilion
Mississippi	Hancock, Harrison, Jackson
North Carolina	Beaufort, Bertie, Brunswick, Camden, Carteret, Chowan, Columbus, Craven, Currituck, Dare, Hyde, Jones, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrell, Washington
South Carolina	Beaufort, Berkley, Charleston, Colleton, Georgetown, Horry, Jasper
Texas	Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Harris (entire County), Jackson, Jefferson, Kenedy, Kleberg, Liberty, Matagorda, Newton, Nueces, Orange, Refugio, San Patricio, Victoria, Willacy
Virginia	Accomack, Charles City, Chesapeake City, Gloucester, Hampton City, Isle of Wight, James City, Lancaster, Mathews, Middlesex, New Kent, Newport News, Norfolk City, Northampton, Northumberland, Poquoson City, Portsmouth City, Prince George, Suffolk City, Sussex, Surry, Virginia Beach City, Westmoreland, Williamsburg City, York

6. RESIDENTIAL/HABITATIONAL

The term residential/habitational with respects to deductibles is defined as: single family dwellings, duplexes, four-plexes, apartment buildings, or any other structure that is currently being used as the aforementioned occupancies. However, single family dwellings, duplexes, four-plexes, and apartment buildings that are not currently being used primarily as a residence will not be considered residential/habitational. Additionally, nursing homes, battered family shelters, youth centers, dormitories, and other occupancies that are business related will not be considered residential/habitational.

AG. ADDITIONAL INSURED'S / LOSS PAYEES

It is hereby understood and agreed that the interest of Additional Insured's and/or Loss Payees is automatically included, as per schedule held on file with Tribal First.

SECTION V

FINE ARTS FLOATER

A. COVERAGE

This policy insures against all risks of physical loss of or damage except as hereafter excluded occurring during the policy period to fine arts, which are the property of the Named Insured or the property of others in the custody or control of the Named Insured while on exhibition or otherwise within the limits of the United States.

If any of the property covered by this Section is also covered under any other provisions of the Policy of which this Section is made a part, those provisions are hereby amended to exclude such property, the intent being that the coverage under this Section is the sole coverage on such property.

1. PROPERTY COVERED

Objects of art of every kind and description, and property incidental thereto, which are the property of the Named Insured, or the property of others in the custody and control of the Named Insured, or in transit at the Named Insured's risk, and property in which the Named Insured shall have a fractional ownership interest which are owned by or have been leased, loaned, rented or otherwise made available to the Named Insured. "Property" shall mean paintings, drawings, etchings, prints, rare books, manuscripts, rugs, tapestries, furniture, pictures, bronzes, potteries, porcelains, marbles statuary and all other bonafide works of art and other objects of rarity, historic value, cultural interest or artistic merit, which are part of the collections of the Named Insured, or in the care, custody or control of the Named Insured, and their frames, glazing and shadow boxes.

2. "WALL TO WALL" ("NAIL TO NAIL") COVERAGE

This Section covers the Named Insured's property on a "Wall to Wall" ("Nail to Nail") basis, or domicile to domicile basis, as applicable, from the time said property is removed from its normal repository incidental to shipment until returned thereto or other point designated by the owner or owner's agent prior to return shipment, including while in transit to or from points of consolidation or deconsolidation, packing, repacking or unpacking, while at such locations during such processes or awaiting shipment.

Coverage shall terminate upon arrival of the covered property at the final destination designated by the owner or owner's agent, or upon expiration of this Policy, whichever may occur first, except that expiration of this Policy shall not prejudice coverage of any risk then in transit.

B. EXCLUSIONS

1. Loss or damage occasioned by: wear and tear, gradual deterioration, insects, vermin, inherent vice or damage sustained due to and resulting from any repairing, restoration or retouching process;

2. Loss or damage caused by or resulting from:

a. War, hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack;

i. by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or
ii. by military, naval or air forces; or
iii. by an agent of any such government, power, authority or forces;

b. Any weapon of war employing atomic fission or radioactive force whether in time of peace or war;

c. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

3. Nuclear reaction or nuclear radiation or radioactive contamination from any cause, all whether direct or indirect, controlled or uncontrolled, proximate or remote, or is contributed to or aggravated by a Covered Cause of Loss. However:

a. If fire not otherwise excluded results, the Company shall be liable for the direct physical loss or damage by such resulting fire, but not including, any loss or damage due to nuclear reaction, nuclear radiation, or radioactive contamination, and

b. This Policy does insure against physical loss or damage caused by sudden and accidental radioactive contamination, including resultant radiation damage, from material used or stored or from processes conducted on the Insured premises, provided that, at the time of such loss or damage, there is neither a nuclear reactor nor any new or used nuclear fuel on the Named Insured premises.

4. Any dishonest, fraudulent or criminal act by the Named Insured, a partner therein or an officer, director, employee or trustee thereof, whether acting alone or in collusion with others.

For the purpose of this exclusion an act of vandalism or malicious damage by an employee shall not constitute a dishonest, fraudulent or criminal act.

C. LOSS PAYMENT BASIS / VALUATION

The valuation of each article of property covered by this Section shall be determined as follows:

a. Property of the Named Insured shall be covered for and valued at the current fair market value of each article indicated on the books and records of the Named Insured prior to loss, according to the Named Insured's valuation of each object covered.

b. Property of others loaned to the Named Insured and for which the Named Insured may be legally liable, or which the Named Insured has been instructed to insure, shall be covered for and valued at the amount agreed upon for each article by the Named Insured and owner(s) as recorded on the books and records of the Named Insured prior to loss.

c. Otherwise, in the absence of recorded current fair market values or agreed values for each article covered, the Company shall not be liable beyond the fair market value of the property at the time any loss or damage occurs. Said value shall be ascertained by the Named Insured and the Company or, if they differ, then the amount of value or loss shall be determined as provided in the following appraisal clause.

D. SPECIAL CONDITIONS

1. Misrepresentation and Fraud: This entire Section shall be void if, whether before or after a loss, the Named Insured has concealed or misrepresented any material fact or circumstance concerning this Policy or the subject thereof, or the interest of the Named Insured therein, or in case of any fraud or false swearing by the Named Insured relating thereto.

2. Notice of Loss: The Named Insured shall as soon as practicable report in writing to the Company or its agent every loss, damage or occurrence which may give rise to a claim under this Section and shall also file with the Company or its agent within ninety (90) days from the date of discovery of such loss, damage or occurrence, a detailed sworn proof of loss.

3. Examination under Oath: The Named Insured, as often as may be reasonably required, shall exhibit to any person designated by the Company all that remains of any property herein described, and shall submit, and insofar as is within its power cause its employees, Named Insured and others to submit to examination under oath by any person named by the Company and subscribe the same; and, as often as may be reasonably required, shall produce for examination all writings, books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Company or its representative and shall permit extracts and copies thereof to be made. No such examination under oath or examination of books or documents, nor any act of the Named Insured or any of its employees or representatives in connection with the investigation of any loss or claim hereunder, shall be deemed a waiver of any defense which the Named Insured might otherwise have with respect to any loss or claim, but all such examinations and acts shall be deemed to have been made or done without prejudice to the Company's liability.

4. Settlement of Loss: All adjusted claims shall be paid or made good to the Named Insured within sixty (60) days after presentation and acceptance of satisfactory proof of interest and loss at the office of the Company. No loss shall be paid or made good if the Named Insured has collected the same from others.

5. No Benefit to Bailee: This Section shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

6. Subrogation or Loan: If in the event of loss or damage the Named Insured shall acquire any right of action against any individual, firm or corporation for loss of, or damage to, property covered hereunder, the Named Insured will, if requested by the Company, assign and transfer such claim or right of action to the Company or, at the Company's option, execute and deliver to the Company the customary form of loan receipt upon receiving an advance of funds in respect of the loss or damage; and will subrogate the Company to, or will hold in trust for the Company, all such rights of action to the extent of the amount paid or advanced, and will permit suit to be brought in the Named Insured's name under the direction of and at the expense of the Company.

7. Loss Clause: Any loss hereunder shall not reduce the amount of this Section, except in the event of payment of claim for total loss of an item specifically scheduled hereon.

8. Protection and Preservation of Property: In case of actual or imminent physical loss or damage of the type insured against by this Policy, the expenses incurred by the Named Insured in taking reasonable and necessary actions for the temporary protection and preservation of property insured hereunder shall be added to the total physical loss or damage otherwise recoverable under the Policy and be subject to the applicable deductible and without increase in the limit provisions contained in this Policy.

9. Appraisal: If the Named Insured and the Company fail to agree as to the amount of loss, each shall on the written demand of other, made within sixty (60) days after receipt of proof of loss by the Company, select a competent and disinterested appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen (15) days to agree upon such umpire, then on the request of the Named Insured or the Company, such umpire shall be selected by a judge of a court of record in the state in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the fair market value at the time of loss and the amount of loss, and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The Named Insured and the Company shall each pay their chosen appraiser and shall bear equally the other expenses of the appraisal and umpire. The Named Insured shall not be held to have waived any of its rights by any act relating to appraisal.

10. Civil Authority: Property covered under this Section against the peril of fire is also covered against the risk of damage or destruction by Civil authority during a conflagration and for the purpose of retarding the same; provided that neither such conflagration nor such damage or destruction is caused or contributed to by a peril otherwise excluded herein.

11. Changes: Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Section or stop the Named Insured from asserting any right under the terms of this Section, nor shall the terms of this Section be waived or changed except by endorsement issued to form a part of this Section.

12. Additional Covered Party(ies): Corporations, associations, firms, institutions, museums, persons and others who own or control collections, objects or articles who make them available to the Named Insured, and temporary borrowers or custodians (but not carriers, packers or shippers) of property covered, are additional Insured(s) hereunder, but only as respects coverage afforded to said Named Insured's property.

13. Packing: It is agreed by the Named Insured that the property covered hereunder be packed and unpacked by competent packers.

14. Other Insurance: This fine arts floater Section is excess coverage over any other valid and collectible insurance which may apply to any objects of art for which coverage would apply under this Policy.

15. Pair And Set: In the event of the total loss of any article or articles which are a part of a set, the Company agrees to pay the Named Insured the full amount of the value of such set and the Named Insured agrees to surrender the remaining article or articles of the set to the Company.

SECTION VI

MOBILE / CONTRACTORS EQUIPMENT

A. COVERAGE

This Policy insures only contractor's equipment, whether self propelled or not, including equipment thereof while attached thereto or located thereon, such as bulldozers, drag lines, power shovels, derricks, drills, concrete mixers and other machinery of a similar nature and not subject to motor vehicle registration.

If any of the property covered by this Section is also covered under any other provisions of the Policy of which this Section is made a part, those provisions are hereby amended to exclude such property, the intent being that the coverage under this Section is the sole coverage on such property.

B. PERILS EXCLUDED

This Section insures against all risks of direct physical loss or damage occurring during the policy period to the above described property from any external cause except as provided below.

1. Loss or damage due to wear, tear, rust, corrosion, latent defect, mechanical breakage or improper assemblage.

2. Loss or damage due to the weight of the load imposed on the machine exceeding the capacity for which such machine was designed.

3. Loss or damage to crane or derrick boom(s) and jib(s) of lattice construction while being operated unless directly caused by fire, lightning, hail, windstorm, earthquake shock, explosion, riot, riot attending a strike, civil commotion, actual physical contact with an aircraft or airborne missile including objects falling therefrom, collision with other vehicles or other contractors equipment whether or not such other equipment is covered hereunder, landslide, or upset of the unit of which it is a part (but only when and to the same extent that such other perils are covered by the Policy).

4. Loss or damage due to explosion arising from within steam boilers.

5. Loss or damage to dynamos, exciters, lamps, switches, motors or other electrical appliances or devices, including wiring, caused by lightning or other electrical currents (artificial or natural) unless fire ensues and then for the loss by fire only.

6. Loss or damage due to dishonesty of Named Insured's employees or persons to whom the Named Insured's property is entrusted.

7. Loss or damage caused by or contributed to failure of the Named Insured to keep and maintain the property in a thorough state of repair.

8. Loss or damage caused by or resulting from:

   a. War, hostile or warlike action in time of peace or, including action in hindering, combating or defending against an actual, impending or expected attack,

      i. by any government or sovereign power (de jure or de facto) or by any authority maintaining using military, naval or air forces; or
      ii. any military, naval or air forces; or
      iii. by an agent of any such government, power, authority or forces;

   b. any weapon of war employing atomic fission or radioactive force whether in time of peace or war;

   c. insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;

9. Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) covered against in this endorsement; however, subject to the foregoing and all provisions of this Policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is covered against by this Policy.

C. PROPERTY EXCLUDED

1. Automobiles, motorcycles, motor trucks, or parts thereof.

2. Buildings

3. Machinery or equipment or building materials to be installed in any building for the purpose of becoming a part thereof; nor on any property which has become a permanent part of any structure.

4. Property that is located underground.

5. Property while waterborne except while being transported on any regular ferry.

6. The storage risk of property not owned or required to be insured by the Named Insured at premises controlled or leased by the Named Insured, except where incidental to the regular or frequent use of the equipment or property.

7. Plans, blue prints, designs or specifications.

D. LOSS PAYMENT BASIS / VALUATION

On Contractors Equipment (whether self propelled or not), on or off premises, where Replacement Cost (New) values are specified, loss or damage shall be based on 100% of the Replacement Cost (New) at the time of loss. Partial losses shall be based on the cost of repairing or replacing the damaged portion, up to the fair market value of the Contractors Equipment. However, should these costs exceed the fair market value then recovery shall be based upon the Replacement Cost (New).

If the values, provided by the Named Insured, provides a valuation based on replacement cost, then recovery will be on the same basis, if replaced. If not replaced, the basis of recovery shall be actual cash value.

E. SPECIAL CONDITIONS

This section covers property only within the limits of the United States of America.

It is a condition of this Policy that all articles covered hereunder are in sound condition at the time of attachment of this Policy.

SECTION VII

ACCOUNTS RECEIVABLE

A. COVERAGE

This Policy covers the loss of or damage resulting from insured perils to the Named Insured's records of accounts receivable as defined below, occurring during the Policy period.

B. EXCLUSIONS

In addition to the exclusions in the General Conditions, this coverage does not apply:

1. To loss due to any fraudulent, dishonest or criminal act by the Named Insured, a partner therein, or an officer, director, employee or trustee thereof, while working or otherwise and whether acting alone or in collusion with others.

   For the purpose of this exclusion an act of vandalism or malicious damage by an employee shall not constitute a dishonest, fraudulent or criminal act.

2. To loss due to bookkeeping, accounting or billing errors or omissions.

3. To loss, the proof of which as to factual existence, is dependent upon an audit of records or an inventory computation; but this shall not preclude the use of such procedures in support if claim for loss which the Named Insured can prove through evidence wholly apart therefrom, is due solely to a risk of loss to records of accounts receivable not otherwise excluded hereunder.

4. To loss due to alteration, falsification, manipulation, concealment, destruction or disposal of records of accounts receivable committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities or other property, but only to the extent of such wrongful giving, taking, obtaining or withholding.

C. LOSS PAYMENT BASIS / VALUATION

When there is proof that a loss covered by this Policy has occurred but the Named Insured cannot accurately establish the total amount of accounts receivable outstanding as of the date of such loss, such amount shall be based on the Named Insured's monthly statements and shall be computed as follows:

a. Determine the amount of all outstanding accounts receivable at the end of the same fiscal month in the year immediately proceeding the year in which the loss occurs;

b. Calculate the percentage of increase or decrease in the average monthly total of accounts receivable for the twelve (12) months immediately preceding the month in which the loss occurs as compared with such average for the months of the preceding year;

c. The amount determined under (a) above, increased or decreased by the percentage calculated under (b) above, shall be the agreed total amount of accounts receivable as of the last day of the fiscal month in which said loss occurs;

d. The amount determined under (c) above shall be increased or decreased in conformity with the normal fluctuations in the amount of accounts receivable during the fiscal month involved, due consideration being given to the experience of the business since the last day of the last fiscal month for which statement has been rendered.

There shall be deducted from the total amount of accounts receivable, however established, the amount of such accounts evidenced by records not lost or damaged or otherwise established or collected by the Named Insured, and an amount to allow for probable bad debts which would normally have been uncollectible by the Named Insured. All unearned interest and service charges shall be deducted.

D. DEFINITIONS:

ACCOUNTS RECEIVABLE:

a. All sums due the Named Insured from customers provided the Named Insured is unable to effect collection thereof as the direct result of loss or damage to records of accounts receivable.

b. Interest charges on any loan to offset impaired collections pending repayment of such sums made uncollectible by such loss or damage.

c. Collection expense in excess of normal collection cost and made necessary because of such loss or damage.

d. Other expenses, when reasonably incurred by the Named Insured, in re-establishing records of accounts receivable following such loss or damage.

SECTION VIII

UNMANNED AIRCRAFT

A. COVERAGE

This Policy insures only **Unmanned Aircraft,** that are usual to your business that you own or are required to insure, to pay for any physical damage loss sustained while not **In Flight** or **In Motion** and which are not the result of fire or explosion following crash or collision while the **Unmanned Aircraft** was **In Flight** or **In Motion** that are:

(1) Listed on the schedule which is a part of this policy or which is on file with us;

(2) Unscheduled but for an amount not to exceed the limit shown on the Declarations

If any of the property covered by this Section is also covered under any other provisions of the Policy of which this Section is made a part, those provisions are hereby amended to exclude such property, the intent being that the coverage under this Section is the sole coverage on such property.

B. PERILS EXCLUDED

This Section insures against all risks of direct physical loss or damage occurring during the policy period to **Unmanned Aircraft** from any external cause except as provided below.

1. Loss or damage due to the **Unmanned Aircraft** being **In Flight** or **In Motion** including during propulsion system startup or any time the propulsion system is operating.

2. Loss or damage due to wear, tear, rust, corrosion, latent defect, mechanical breakage, freezing or improper assemblage.

3. Loss or damage due to the weight of the load imposed on the **Unmanned Aircraft** exceeding the capacity for which such **Unmanned Aircraft** was designed.

4. Loss or damage to tires except where such loss or damage is caused by fire, theft, windstorm or vandalism or is the direct result of physical damage covered by this policy.

5. Loss or damage to **Unmanned Aircraft** while being worked upon except for direct loss or damage caused by resulting fire or explosion.

6. Loss or damage to dynamos, exciters, lamps, switches, motors or other electrical appliances or devices, including wiring, caused by lightning or other electrical currents (artificial or natural) unless fire ensues and then for the loss by fire only.

7. Loss or damage due to conversion, embezzlement or secretion by any person or organization with legal right to possession of such **Unmanned Aircraft** under bailment, lease, conditional sale, purchase agreement, mortgage or other legal agreement that governs the use, sale or lease of the **Unmanned Aircraft**, nor for any loss or damage during or resulting therefrom.

8. Loss or damage due to dishonesty of Named Insured's employees or persons to whom the Named Insured's property is entrusted**.**

9. Loss or damage caused by or contributed to failure of the Named Insured to keep and maintain the property in a thorough state of repair.

10. Loss or damage caused by or resulting from:

    a. War, hostile or warlike action in time of peace or, including action in hindering, combating or defending against an actual, impending or expected attack,

        i. by any government or sovereign power (de jure or de facto) or by any authority maintaining using military, naval or air forces; or
        ii. any military, naval or air forces; or
        iii. by an agent of any such government, power, authority or forces;

    b. any weapon of war employing atomic fission or radioactive force whether in time of peace or war;

    c. insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;

11. Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) covered against in this endorsement; however, subject to the foregoing and all provisions of this Policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is covered against by this Policy.

C. PROPERTY EXCLUDED

1. **Unmanned Aircraft** that are located in underground mines, caverns or underground storage facilities.

2. **Unmanned Aircraft** while waterborne except while being transported on any regular ferry.

3. The storage risk of **Unmanned Aircraft** not owned or required to be insured by the Named Insured at premises controlled or leased by the Named Insured, except where incidental to the regular or frequent use of the equipment or property.

D. LOSS PAYMENT BASIS / VALUATION

On **Unmanned Aircraft**, on or off premises, where Replacement Cost (New) values are specified, loss or damage shall be based on 100% of the Replacement Cost (New) at the time of loss. Partial losses shall be based on the cost of repairing or replacing the damaged portion, up to the fair market value of the **Unmanned Aircraft**. However, should these costs exceed the fair market value then recovery shall be based upon the Replacement Cost (New).

If the values, provided by the Named Insured, provides a valuation based on replacement cost, then recovery will be on the same basis, if replaced. If not replaced, the basis of recovery shall be actual cash value.

E. SPECIAL CONDITIONS

This section covers property only within the limits of the United States of America.

It is a condition of this Policy that all articles covered hereunder are in sound condition at the time of attachment of this Policy.

F. DEFINITIONS

1. UNMANNED AIRCRAFT

Means a powered aerial vehicle that does not carry a human operator, uses aerodynamic forces to provide vehicle lift, can fly autonomously or be piloted remotely, is recoverable and in some cases can carry a non-lethal payload including the propulsion system and equipment usually installed in the vehicle (1) while installed in the vehicle, (2) while temporarily removed from the vehicle and (3) while removed from the aircraft for replacement until such time as replacement by a similar item has commenced; also tools and equipment which are specially designed for the aircraft and which are ordinarily carried therein.

2. IN FLIGHT

Means, with respect to fixed wing **Unmanned Aircraft,** the time commencing with the actual take-off run or launch and continuing thereafter until it has completed its landing run; or capture; and if the **Unmanned Aircraft** is a rotorcraft, from the time the rotors start to revolve under power for the purpose of flight until they subsequently cease to revolve after landing; and if the **Unmanned Aircraft** is a balloon, while it is inflated or being inflated or deflated.

3. IN MOTION

Means while the **Unmanned Aircraft** is moving under its own power or the momentum generated therefrom or while it is **In Flight** and, if the **Unmanned Aircraft** is a rotorcraft, any time the rotors are rotating or while it is **In Flight** and, if the **Unmanned Aircraft** is a glider or balloon, any time it is being transported, towed or while it is **In Flight.**

SECTION IX

BOILER AND MACHINERY BREAKDOWN EXTENSION

1. PERILS INSURED

In consideration of the premium paid and subject to the terms, General Conditions and General Exclusions of the policy to which this Extension is attached, and to the following terms and conditions, this Insurance is extended to cover direct damage to Covered Property caused by a Covered Cause of Loss.

2. ADDITIONAL COVERAGE

(a) Hazardous Substance:

The additional expense incurred for cleanup, repair or replacement or disposal of damaged, contaminated or polluted property as a result of an Accident, which causes property to become damaged, contaminated or polluted by a substance declared hazardous to health by an authorized governmental agency. The coverage provided by this clause is sub-limited to USD as per Declaration Page. For the purpose of this coverage "Additional expense" means any expense that would not have incurred, if no substance hazardous to health had been involved in the accident

(b) Ammonia Contamination:

The loss, including salvage expense, incurred with respect to damage by ammonia contacting or permeating property under refrigeration or in process requiring refrigeration, as a result of any one Accident to one or more Objects. The coverage provided by this clause is sub-limited to USD as per Declaration Page.

(c) Water Damage:

The loss, including salvage expense, with respect to property damaged by water, resulting from any one Accident. The coverage provided by this clause is sub-limited to USD as per Declaration Page.

(d) Media Coverage:

The loss to all forms of electronic, magnetic and optical tapes and discs used in any electronic computer or electronic data processing equipment directly damaged by an Accident to an Object. The coverage provided by this clause is sub-limited to USD as per Declaration Page. For the purpose of this coverage, the valuation basis for "Media" is as follows:

i. For "Media" that are mass-produced and commercially available, at the replacement cost.
ii. For all other "Media," at the cost of blank material for reproducing the records.

(e) "Consequential Damage"

The "Consequential Damage" to refrigerated and frozen goods of the Named Insured or for which the Named Insured is legally liable or under the Named Insured's care, custody or control caused solely by an Accident to an Object. For the purpose of this coverage, "Consequential Damage" is defined as loss due to spoilage from lack of power, light, heat, steam or refrigeration, resulting from Accident. The coverage provided by this clause is sub-limited to USD as per Declaration Page.

(f) Utility Interruption

The loss caused by an Accident to an Object that is owned, operated or controlled by a public or private entity that the Named Insured has contracted with to furnish them with electrical utility service including all direct electrical suppliers. The coverage provided by this clause is sub-limited to USD as per Declaration Page.

(g) CFC Refrigerants and Halon

The replacement of any CFC (chlorofluorocarbon) refrigerant used in refrigeration or air conditioning equipment or Halon used in a fire suppression system due to an "Accident" to an Object.

(h) Ordinance or Law

If an Accident to an Object at the Named Insured's location damages a building that is "Covered Property," the Company will pay for

i. Loss to the Undamaged Portion of the Building, meaning loss to the undamaged portion of the building caused by enforcement of any ordinance or law that:

   a. Requires the demolition of parts of the same building not damaged by the Accident to an Object; or
   b. Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the location of the building.

ii. Demolition Cost meaning the cost to demolish and clear the site of undamaged parts of the building, caused by the enforcement of building, zoning, or land ordinance or use.

iii. Increased Cost of Construction, meaning the increased cost to:

   a. Repair or reconstruct damaged portions of the building; and
   b. Reconstruct or remodel undamaged portions of the building whether or not demolition is required;

   when the increased cost is a consequence of enforcement of building, zoning or land use ordinance or law. But the Company will only pay for this increased cost if the building is repaired, reconstructed or remodeled. Also, if the building is repaired, reconstructed or remodeled, it must be intended for similar occupancy as the current building, unless such occupancy is not permitted by zoning or land use ordinance or law.

Insurance under this section only applies with respect to ordinance or law that is in force at the time of the Accident to an Object. Insurance under this section does not apply to:

a. Costs associated with the enforcement of any ordinance or law which requires any Named 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 substances declared to be hazardous to health by a governmental agency; or

b. Loss due to any ordinance or law that:

   i. The Named Insured was required to comply with before the Accident to an Object even if the building was undamaged; and
   ii. The Named Insured failed to comply with.

The coverage provided by this clause is sub-limited to USD as per Declaration Page.

3. DEFINITION OF ACCIDENT

Accident shall mean a sudden and accidental breakdown of the Object, or a part thereof, which manifests itself at the time of it occurrence by physical damage to the Object that necessitates repair or replacement of the Object or part thereof; but Accident shall not mean:

a. depletion, deterioration, corrosion , or erosion of material;
b. wear and tear;
c. leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
d. the breakdown of any vacuum tube, gas tube or brush;
e. the breakdown of any structure or foundation supporting the Object or any part thereof;
f. the functioning of any safety device or protective device.

4. DEFINITION OF OBJECT

Except as otherwise specifically designated herein, Object as described below shall mean any equipment or apparatus which is owned by, leased by or operated under the control of the Named Insured subject to the Exclusions and Special Provisions specified herein:

a. Any boiler, any fired vessel, any unfired vessel subject to vacuum or internal pressure other than static pressure of contents, any refrigerating and air conditioning vessels, or any piping and its accessory equipment, but such Object shall not include:

   1. Any boiler setting, any insulating or refractory material,

   2. Any sewer piping, any underground gas piping, any piping forming a part of a sprinkler system or any water piping other than

      (a) Feed water piping between any boiler and its feed pumps or injectors
      (b) Boiler condensate returning piping

b. Any mechanical or electrical machine or electrical apparatus used for the generation, transmission or utilization of mechanical or electrical power, but Object shall not include

1. Any structure or foundation other than a bedplate of a machine,

2. Any vehicle, elevator, crane, hoist, power shovel or drag line, but not excluding any electrical equipment used with said machine or apparatus,

3. Any refractory material, or

4. Any penstock or draft tube.

5. COVERED CAUSE OF LOSS

A Covered Cause of Loss is an Accident to an Object insured hereon. An Object must be in use or connected ready for use at the time of the Accident.

6. COVERED PROPERTY

Covered Property, as used in this Extension, means any property that:

a. The Named Insured owns; or
b. Is in the Named Insured's' care, custody or control and for which they are legally liable

7. SPECIAL PROVISIONS

a. As respects any boiler, fired or unfired vessel, refrigerating system or piping, the Company shall not be liable for loss from an Accident while said Object is undergoing a hydrostatic, pneumatic or gas pressure test that exceeds manufacturers recommended limits.

b. As respects any boiler of fired vessel, the Company shall not be liable for loss from an explosion of gas or unconsumed fuel within the furnace of such Object or within the passages from the furnace to the atmosphere, whether or not such explosion (a) is contributed to or aggravated by an Accident to any part of said Object that contains steam or water, or (b) is caused in whole or in part, directly or indirectly, by any Accident to any Object, or part thereof, nor shall the Company be liable for any loss from an Accident caused directly or indirectly by such explosion.

c. As respects any unfired vessel which is used for the storage of gas or liquid and which is periodically filled, moved, emptied and refilled in the course of its normal service, such vessel shall be considered as "connected ready for use" within the terms of this Extension of the Policy.

d. As respects any Object or part of an Object that is being dismantled, reassembled or is in storage, will be considered as "connected ready for use" within the terms of this Extension of the Policy.

e. As respects any gas turbine of the internal combustion type, (a) the combustor or such Object shall not be considered to be a "furnace" as the word is used in the Definition of Accident or in Special Provision 2 above and (b) the Definition of Accident shall not mean the cracking of any part of the Turbine exposed to the production of combustion.

f. As respects new turbine generator units, coverage shall not apply until the unit has been contractually accepted by the Named Insured, that all tests required by the

contractor have been performed and satisfied and the unit has been placed in commercial operation.

8. VALUATION

a. The Company will pay the Named Insured the amount the Named Insured spends to repair or replace the property directly damaged by an Accident. The Company payment will be the smallest of:

1) The Limit of Insurance;

2) The cost at the time of the Accident to repair the damaged property with property of like kind, capacity, size and quality;

3) The cost at the time of the Accident to replace the damaged property on the same site with other property:

a) Of like kind, capacity, size and quality; and
b) Used for the same purpose

4) The amount the Named Insured actually spends that is necessary to repair or replace the damaged property.

b. As respects any Object if the cost of repairing or replacing only a part of the Object is greater than:

1) the cost of repairing the Object; or
2) the cost of replacing the entire Object on the same site;

The Company will pay only the smaller of (1) or (2). The repair parts or replacement Object must be:

1) of like kind, capacity, size and quality; and
2) used for the same purpose.

c. The Company will not pay:

1) if the loss or damage is to property that is obsolete or useless to the Named Insured; or
2) for any extra cost if the Named Insured decides to repair or replace the damaged property with property of a better kind or quality or of larger capacity,

d. If the Named Insured does not repair or replace the damaged property within 18 months after the date of the Accident then the Company will pay on the smaller of the:

1) cost it would have taken to repair; or
2) actual cash value;

at the time of the "accident."

Paragraph (d) does not apply to any time period beyond the 18 months that the Company agrees to in writing.

e. As respects CFC (chlorofluorocarbon) refrigerant or Halon, the following valuation basis is applicable:

1) If the CFC refrigerant or Halon is replaceable, the Named Insured may, at their option, elect to:

a) Repair or replace the damaged refrigeration equipment, air conditioning equipment or fire suppression system and replace the lost CFC refrigerant or Halon subject to it being of like kind, capacity, size and quality and used for the same purpose; or

b) Change the refrigeration equipment, air conditioning equipment or fire suppression system, through modification or replacement, to:

i. Refrigeration or air conditioning equipment that uses an approved non-CFC refrigerant; or
ii. A fire suppression system that uses an approved non – Halon agent.

But this option is available only if the change to the equipment or system is made within 18 months after the date of the Accident or within any extended time period that the Company agrees to in writing.

If Option 1) b) above is elected, the Company will not pay more than the least of the following amounts:

a) The Limit of Insurance;

b) The cost at the time of the Accident to repair the damaged refrigeration equipment, air conditioning equipment or fire suppression system, retrofit the equipment or system to accept non – CFC refrigerant or non – Halon fire suppressant, and charge the equipment or system with that refrigerant or fire suppressant;

c) The cost at the time of the Accident to replace the damaged refrigeration equipment, air conditioning equipment or fire suppression system with equipment or a system that is functionally equivalent and uses an approved non – CFC refrigerant or non – Halon fire suppressant;

d) The amount that the Named Insured actually spend that is necessary to change the refrigeration equipment, air conditioning equipment or fire suppression system, through modification or replacement, to equipment or a system that uses an approved non – CFC refrigerant or non – Halon fire suppressant; or

e) One hundred twenty-five percent (125%) of the amount the Company otherwise would have paid for loss to the refrigeration equipment, air conditioning equipment or fire suppression system.

f. If the CFC refrigerant or Halon is not replaceable and:

(1) The Named Insured repairs or replaces the damaged equipment within 18 months after the date of the Accident or within any extended time that the Company agrees to in writing, the Company will pay the least of the following amounts:

(a) The Limit of Insurance;

(b) The cost at the time of the Accident to repair the damaged refrigeration equipment, air conditioning equipment or fire suppression system,

retrofit the equipment or system to accept non – CFC refrigerant or non – Halon fire suppressant, and charge the equipment or system with that refrigerant or fire suppressant;

(c) The cost at the time of the Accident to replace the damaged refrigeration equipment, air conditioning equipment or fire suppression system with equipment or a system that is functionally equivalent and uses an approved non – CFC refrigerant or non – Halon fire suppressant;

(d) The amount that the Named Insured actually spend that is necessary to change the refrigeration equipment, air conditioning equipment or fire suppression system, through modification or replacement, to equipment or a system that uses an approved non – CFC refrigerant or non – Halon fire suppressant.

(2) If the Named Insured does not replace the damaged equipment within 18 months after the date of the Accident or within the extended time period that the Company agrees to in writing, the Company will not pay more than the lesser of:

(a) The amount that the Company would have paid if repair or replacement of the damaged equipment had been made as determined in F 1 above; or

(b) The actual cash value of the damaged equipment at the time of the Accident.

g. As respects Insurance under Ordinance and Law, the most the Company will pay as a result of any one Accident for:

a) Loss to the Undamaged portion of the building is included in the Limit of Insurance that otherwise applies to the damaged building. But in no event will the amount the Company pay for loss to the building, including the loss in value of the undamaged portion of the building due to enforcement of an ordinance or law to which this coverage applies, exceed:

i. The amount that the Named Insured actually spend to repair, rebuild or replace the building, but not more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or

ii. The actual cash value of the building at the time of loss if the building is not repaired or replaced.

b) Demolition and Increased Cost of Construction is USD as per Declaration Page, subject to the following:

i. With respect to the coverage provided for Demolition Cost, the Company will not pay more than the amount the Named Insured actually spend to demolish and clear the site of the undamaged parts of the building;

ii. With respect to the coverage provided for Increased Cost of Construction:

(a) We will not pay for the Increased Cost of Construction:

Until the building is actually repaired or replaced at the same or another premises; and

Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed 18 months. We may extend this period in writing during the 18 months.

(b) If the building is repaired or replaced at the same location, or if the Named Insured elect to rebuild at another location, the most the Company will pay for the increased cost of construction is the increased cost of construction at the same location.

(c) If the ordinance or law requires relocation to another location, the most the Company will pay for the increased cost of construction is the increased cost of construction at the new location.

h. If a claim or "suit" is brought against the Named Insured alleging that the Named Insured is liable for damage to property of another that was caused by an Accident to an Object, the Company will either:

1. Settle the claim or "suit", or
2. Defend the Named Insured against the "suit" but reserve the right for themselves to settle at any point.

9. EXCLUSIONS

a. To loss:

1) From explosion of an Object other than:

a) Any steam boiler, steam piping, steam turbine, gas turbine, steam engine, or
b) Any machine when such loss is caused by centrifugal force or mechanical breakdown,

b. Nuclear reaction or radiation or radioactive contamination however caused, however this exclusion shall not apply to nuclear medicine at covered hospitals,

c. From fire concomitant with or following an Accident.

d. From an Accident caused directly or indirectly by fire

e. From a combustion explosion outside the Object concomitant with or following an Accident,

f. From an Accident caused directly or indirectly by a combustion explosion outside an Object,

10. CONDITIONS

a. Inspection

The Company shall be permitted but not obligated to inspect the Named Insured's property and operations at any reasonable time. Neither the right to make inspections nor the making thereof nor any advice or report resulting therefrom shall constitute an undertaking, on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

b. Suspension

Upon the discovery of a dangerous condition with respect to any Object, Alliant Insurance Services, Inc., may immediately suspend the insurance, with respect to an Accident to said Object, by written notice mailed or delivered to the Named Insured at the address of the Named Insured stated in the Declaration Page, or at the location of the Object, as stated for it in a schedule or endorsement. The insurance so suspended may be reinstated by the Company but only by an endorsement issued to form a part of this Policy. The Named Insured shall be allowed the unearned portion of the premium paid for such suspended insurance, pro rata for the period of suspension.

c. Notice of Accident and Adjustments

When an Accident occurs, written notice shall be given to the Company as soon as practicable. The Company shall be given like notice of any claim made on account of such Accident. The Company or their representative shall have reasonable time and opportunity to examine the property, and the Named Insured's Location of Risk, before repairs are undertaken or physical evidence of the Accident is removed, except for protection or salvage. Proof of loss shall be made in such form as the Company may require. If suit is brought against the Named Insured for loss to which this Section of the Policy is applicable, any summons or other process served upon the Named Insured shall be forwarded immediately to the Company.

d. Deductible

In the event of an Accident to an Object as insured under this Extension that is concomitant with or followed by physical loss or damage incurred under the All Risks policy that this Extension attaches to, the deductible to be applied to the total loss shall be the applicable Boiler & Machinery deductible.

SECTION X

ENDORSEMENTS

1. VACANT OR UNOCCUPIED LOCATIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

All Coverage Parts

Permission is given for a scheduled location to be vacant or unoccupied for a period of sixty (60) consecutive days from the date of its acquisition or the inception date of this policy, which ever date is later. Thereafter, coverage will apply subject to the following conditions and limitations:

A. The Named Insured must provide written notification to the Company of any and all vacant or unoccupied location(s) and properly designate the vacant/unoccupied status of each on the Statement of Values on file with the Company, prior to any loss or damage; and

B. The Named Insured must maintain all utilities and the same degree of fire protection, and watch and alarm service; and

If conditions A and B above are met, the liability of the Company for covered loss, damage or expense shall be limited to the lesser of the actual replacement cost, the actual cash value if the property is not replaced, or the individually stated value for the scheduled location which sustained the loss as shown in Statement of Value on file with the Company prior to the loss, but in no event shall the liability of the Company exceed USD2,000,000 in any one occurrence. Any exception to this USD2,000,000 limitation on recovery must be agreed to by the Company, in writing and by endorsement, prior to any loss or damage.

If conditions A and B above are not met, the Company will:

1. Not pay for loss, damage or expense caused by or resulting from: vandalism, sprinkler leakage, breakage of building glass, freezing, water damage, theft, attempted theft, any loss covered under any extension of coverage, all regardless of the cause of loss, and

2. Value all loss, damage or expense caused by a covered peril, not otherwise excluded above, at actual cash value or the actual repair/replacement cost, not to exceed USD500,000 in any one occurrence.

Any loss, damage or expense which occurs at an unscheduled location that is vacant or unoccupied at the time of loss, whether unnamed or newly acquired, will be valued at the lesser of the actual cash value, the actual replacement cost or the purchase price of the location, but in no event shall the liability of the Company exceed USD500,000 in any one occurrence. The purchase price value as discussed herein will only be considered in the case of newly acquired properties. Any exception to this limitation on recovery must be agreed to by the company, in writing and by endorsement, prior to any loss or damage.

As used in this Vacancy or Unoccupied Location Endorsement, a building is “vacant” or “unoccupied” when:

a. 70% or more of its total square footage is “vacant” or “unoccupied”; or

b. When it does not contain enough business personal property to conduct customary operations, or, it does not contain enough business personal property pertaining to activities customary to the occupancy of the building.

There is no coverage afforded under the Errors and Omissions provision of this policy for loss, damage or expense at “vacant” or “unoccupied” properties as defined above.

ENDORSEMENT 2

CANCELLATION CLAUSE AMENDMENT
DUE TO FINANCIAL STRENGTH DOWNGRADE ENDORSEMENT

It is hereby understood and agreed that Section IV, General Conditions, Clause N, Cancellation of this policy is amended.

This endorsement modifies insurance provided by the policy:

The Cancellation Provision, Cancellation Condition, or Cancellation Clause, whichever is applicable, is amended by adding the following paragraph to the end thereof:

Notwithstanding any other terms or conditions of this policy to the contrary, in the event that the financial strength rating of the **Company** is downgraded to: (1) below A- by A.M. Best Co., or (2) below BBB by Standard & Poor's Ratings Services (hereinafter, the **Credit Rating Downgrade**), this policy may be canceled by the **FIRST NAMED INSURED** by mailing prior written notice to the Company or by surrender of this policy to the **Company**.

If this policy is canceled by the **First Named Insured** due to such **Credit Rating Downgrade**, then the **Company** shall return the unearned pro rata proportion of the premium as of the effective date of cancellation and shall waive any minimum earned premium requirement specified herein.

The following definitions apply to this endorsement:

1. **Company** means any Insurer participating on this Policy.

2. **First Named Insured** means the first Named Insured as shown on the Declarations page of this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

ENDORSEMENT 3

ECONOMIC SANCTIONS ENDORSEMENT

This endorsement modifies insurance provided by this Policy.

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

All other terms and conditions of the policy remain the same.

PR4225 (07/13)

ENDORSEMENT 4

WAR AND TERRORISM EXCLUSION ENDORSEMENT
(applies to locations outside the USA, its territories and possessions)

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

(1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

(2) any act of terrorism.

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

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.
In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

NMA2918
08/10/2001

This Endorsement Changes The Policy. Please Read It Carefully.

SERVICE OF SUIT (CALIFORNIA)

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

It is agreed that in the event of the failure of this Company to pay any amount claimed to be due hereunder, this Company, at the request of the Insured, will submit to the jurisdiction of any Court of Competent Jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court or seek a transfer of a case to another Court as permitted by the laws of the United States or of any state in the United States, moreover, this endorsement is not an agreement that the law of a particular jurisdiction applies to any dispute under the policy. It is further agreed that service of process in such suit may be made upon the highest one in authority bearing the title "Commissioner", "Director" or "Superintendent" of Insurance of the state or commonwealth wherein the property covered by this policy is located, and that in any suit instituted against it upon this contract this Company will abide by the final decision of such Court or any Appellate Court in the event of an appeal. The one in authority bearing the title "Commissioner", "Director" or "Superintendent" of Insurance of the state or commonwealth wherein the property covered by this policy is located is hereby authorized and directed to accept service of process on behalf of this Company in any such suit and/or upon the Insured's request to give a written undertaking to the Insured that they will enter a general appearance upon this Company's behalf in the event such a suit shall be instituted.

As respects locations in the State of California, notwithstanding anything to the contrary contained in the printed form of this policy, it is agreed and understood that service of suit may be made upon the following:

Corporation Service Company

2710 Gateway Oaks Drive, Suite 150N

Sacramento, California 95833-3505

All other terms and conditions of the policy remain unchanged.

This Endorsement Changes The Policy. Please Read It Carefully.

CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL

The following conditions are added and supersede any provisions to the contrary:

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured at the mailing address shown in the policy and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation if we cancel for:

(1) Nonpayment of premium; or

(2) Discovery of fraud by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

(1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.

(2) Discovery of fraud or material misrepresentation by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

(3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

(4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.

(5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.

(6) A determination by the Commissioner of Insurance that the:

(a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or

(b) Continuation of the policy coverage would:

(i) Place us in violation of California law or the laws of the state where we are domiciled; or

(ii) Threaten our solvency.

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(7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.

b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud ;or

(2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph **3.a.**

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

7. Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under the Commercial Property Coverage Part:

a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in **b.** and **c.** below.

b. We may not cancel this policy solely because the first Named Insured has:

(1) Accepted an offer of earthquake coverage; or

(2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This Restriction **(c.)** applies only if coverage is subject to the Commercial Property Coverage Part – Causes of Loss – Special Form, which exclude loss or damage caused by or resulting from corrosive soil conditions.

B. NONRENEWAL

1. Subject to the provisions of Paragraphs **B.2.** and **B.3.** below, if we elect not to renew this policy, we will mail or deliver written notice stating the reason for nonrenewal to the first Named Insured shown in the Declarations and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under the Commercial Property Coverage Part:

a. We may elect not to renew such coverage for any reason, except as provided in **b., c.** and **d.** below:

b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

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However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

(1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

(2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

(3) We have:

(a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or

(b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority that included an earthquake policy premium surcharge.

d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This Restriction **(d.)** applies only if coverage is subject to the Commercial Property Coverage Part – Causes of Loss – Special Form, which exclude loss or damage caused by or resulting from corrosive soil conditions.

3. We are not required to send notice of nonrenewal in the following situations:

a. If the transfer or renewal of a policy, without any changes in terms, conditions, or rates, is between us and a member of our insurance group.

b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph **B.1.**

c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.

d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.

e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.

f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph **B.1.,** to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

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This Endorsement Changes The Policy. Please Read It Carefully.

MINIMUM EARNED PREMIUM CLAUSE - PERCENTAGE

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

In the event of cancellation of this policy or reduction of coverage by the Insured, a minimum premium of 25 % of the original policy premium shall become earned; any conditions of the policy to the contrary notwithstanding.

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

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

This Endorsement Changes The Policy. Please Read It Carefully.

EXCLUSION AND LIMITED ADDITIONAL COVERAGE FOR FUNGUS

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

A. The following Exclusion is added:

EXCLUSION – "Fungus", Wet Rot, Dry Rot And Bacteria

We will not pay for loss or damage caused directly or indirectly by the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. But if "fungus", wet or dry rot or bacteria results in a "specified covered cause of loss", we will pay for the loss or damage caused by that "specified covered cause of loss".

This exclusion does not apply:

1. When "fungus", wet or dry rot or bacteria results from fire or lightning; or

2. To the extent that coverage is provided in the Additional Coverage - Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria with respect to loss or damage by a cause of loss other than fire or lightning.

B. The following Additional Coverage is added:

ADDITIONAL COVERAGE - Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria

1. This limited coverage applies only when the "fungus", wet or dry rot or bacteria is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence, and only if any loss resulting from the following is reported to us within 60 days of the occurrence.

a. A "specified covered cause of loss" other than fire or lightning; or

b. Flood, if the Flood Coverage Endorsement applies to the affected premises.

2. Under conditions described in item **B.1.** above, we will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:

a. Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;

b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and

c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.

3. The coverage provided under this Limited Coverage is limited to $15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of $15,000 even if the "fungus", wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period.

4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

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If there is covered loss or damage to Covered Property, not caused by "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

C. The following Definition is added:

1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

2. "Specified covered cause of loss" means the following: Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.

a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:

(1) The cost of filling sinkholes; or

(2) Sinking or collapse of land into man-made underground cavities.

b. Falling objects does not include loss or damage to:

(1) Personal property in the open; or

(2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object**.**

c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam.

This Endorsement Changes The Policy. Please Read It Carefully.

EXCLUSION OF PATHOGENIC OR POISONOUS BIOLOGICAL OR CHEMICAL MATERIALS

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

The following exclusion is added:

We will not pay for loss or damage caused directly or indirectly by the discharge, dispersal, seepage, migration, release, escape or application of any pathogenic or poisonous biological or chemical materials. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

However, if both A. and B. below apply, we will pay up to a maximum of $10,000 for any and all claims for such loss or damage arising out of events occurring within the term of this policy:

A. The pathogenic or poisonous biological or chemical materials are normally kept at or brought onto your premises, with your consent, for use in your business operations at your premises; and

B. The discharge, dispersal, seepage, migration, release, escape or application of the pathogenic or poisonous biological or chemical materials is accidental and is not the result of a willful or malicious act against any persons, organizations, or property of any nature.

This Endorsement Changes The Policy. Please Read It Carefully.

EXCLUSION OF TERRORISM (EXCEPTION COVERING CERTAIN FIRE LOSSES)

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

A. Definitions

1. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in that Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

a. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is 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.

2. "Other act of terrorism" means any activity against persons, organizations or property of any nature:

a. That involves the following or preparation for the following:

(1) Use or threat of force or violence; or

(2) Commission or threat of a dangerous act; or

(3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

(1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

(2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology; and

c. When the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act.

B. Exclusion of Certified Acts of Terrorism and the following Other Acts of Terrorism

We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism" or an "other act of terrorism":

1. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

2. With respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:

a. The act involves the use, release or escape of nuclear materials, or that directly or indirectly results in nuclear reaction or radiation or radioactive contamination;

b. The act is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials;

c. The act involves the release of pathogenic or poisonous biological or chemical materials, and it appears that one purpose of the terrorism was to release such materials; or

d. The total of insured damage to all types of property in the United States, its territories and possessions, Puerto Rico, and Canada exceeds $25,000,000. In determining whether the $25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "other act of terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions. Multiple incidents of an "other act of terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold is exceeded.

With respect to this Item **B.2.d.**, the immediately preceding paragraph describes the threshold used to measure the magnitude of an "other act of terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an "other act of terrorism", there is no coverage under this Coverage Part or Policy.

C. Exception Covering Certain Fire Losses

If a "certified act of terrorism" or an "other act of terrorism" results in Fire, we will pay for the loss or damage caused by that Fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for Fire applies only to direct loss or damage by Fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense Coverage Forms or endorsements that apply to those coverage forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

With respect to Fire resulting from any one or more "certified acts of terrorism" under the federal Terrorism Risk Insurance Act, we will not pay any amounts for which we are not responsible under the terms of that Act (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

D. Application Of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as, but not limited to, losses excluded by any Nuclear Hazard or War And Military Action Exclusions.

This Endorsement Changes The Policy. Please Read It Carefully.

CYBER, ELECTRONIC DATA AND SYSTEMS EXCLUSION

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

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

Exclusion

This Policy does not insure any loss, damage, destruction, distortion, erasure, corruption or alteration of **ELECTRONIC DATA** from any cause whatsoever (including but not limited to **COMPUTER VIRUS**) or any loss of access, any loss of use, reduction in functionality, cost, expense of any kind or of any nature whatsoever resulting therefrom. Further, this Policy does not insure any loss or damage that directly or indirectly results from loss, damage, destruction, distortion, erasure, corruption or alteration of **ELECTRONIC DATA** from any cause whatsoever (including but not limited to **COMPUTER VIRUS**).

Such loss or damage as described herein is excluded regardless of any other cause or event contributing concurrently or in any other sequence to the loss or damage.

This exclusion applies regardless of whether the loss or damage arises out of or results from authorized, unauthorized, intentional, unintentional or accidental access in, of, or to any computer, communication system, file server, network(s), networking equipment, computer system, computer hardware, computer software, data processing equipment, computer memory, microchip, microprocessor, integrated circuit or similar device.

ELECTRONIC DATA means facts, concepts and information recorded, transmitted or converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment. **ELECTRONIC DATA** also includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorized instructions or code including, but not limited to any set of maliciously, intentionally, unintentionally or accidentally introduced instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature located anywhere in the world. **COMPUTER VIRUS** includes, but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

However, in the event that a peril insured by this Policy results from any of the matters described herein, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage to insured property that was directly caused by such peril insured by this Policy and occurring within the Policy Period.

This Endorsement Changes The Policy. Please Read It Carefully.

EXCLUSION – MARIJUANA

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

A. The following Exclusion is added:

1. We will not pay for loss or damage to “marijuana” or any property related to the design, manufacture, distribution, sale, serving, furnishing, use or possession of “marijuana”.

2. We will not pay for that part of Business Income loss or Extra Expense incurred due to a "suspension" of your "operations" which involve the design, manufacture, distribution, sale, serving, furnishing, use or possession of "marijuana".

B. Paragraph **A.** above does not apply to any "marijuana" that is not designed, manufactured, distributed, sold, served or furnished for bodily ingestion, inhalation, absorption or consumption.

C. The following definition is added to the **Definitions** section:

"Marijuana" means:

Any good or product that consists of or contains any amount of Tetrahydrocannabinol (THC) or any other cannabinoid, regardless of whether any such THC or cannabinoid is natural or synthetic.

Which includes, but is not limited to, any of the following containing such THC or cannabinoid:

1. Any plant of the genus Cannabis L., or any part thereof, such as seeds, stems, flowers, stalks and roots; or

2. Any compound, byproduct, extract, derivative, mixture or combination, such as, but not limited to:

a. Resin, oil or wax;

b. Hash or hemp; or

c. Infused liquid or edible marijuana;

whether derived from any plant or part of any plant set forth in Paragraph **C.1.** above or not.

COMMON POLICY CONDITIONS

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

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

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

C. Examination Of Your Books And Records

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

D. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

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

F. Transfer Of Your Rights And Duties Under This Policy

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

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

 Copyright, Insurance Services Office, Inc., 1998 □

Commercial Insurance Protection

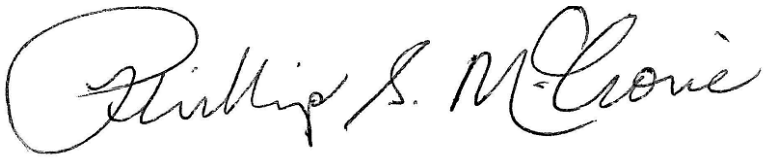
CLAIM NOTICE

Mail notices to: **RSUI Group, Inc.**
945 East Paces Ferry Rd.
Suite 1800
Atlanta, GA 30326-1160

Fax notices to: **(404) 231-3755**
Attn: Claims Department

E-mail notices to: **reportclaims@rsui.com**

Your policy has been signed on our behalf by our President and by our Secretary. However, your policy will not be binding on us unless it is also countersigned by one of our duly authorized agents.



President

RSUI Indemnity Company
Landmark American Insurance Company
Covington Specialty Insurance Company

Secretary

RSUI Indemnity Company
Landmark American Insurance Company
Covington Specialty Insurance Company

Exhibit A-5

Commercial Insurance Protection

CLAIM NOTICE

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Fax notices to: **(404) 231-3755**
Attn: Claims Department

E-mail notices to: **reportclaims@rsui.com**

COMMON POLICY DECLARATIONS

COMPANY NAME: Landmark American Insurance Company

BRANCH ADDRESS: 945 East Paces Ferry Road, Suite 1800, Atlanta, GA 30326-1160

POLICY NO.: LHD424645 **RENEWAL OF:**

NAMED INSURED AND MAILING ADDRESS:

Tribal First DEC 37
(Name Incomplete - refer to Manuscript Form)
c/o Alliant Insurance Services, Inc.
325 E. Hillcrest Dr., Suite 250
Thousand Oaks, CA 91360

PRODUCER:

POLICY PERIOD: From 7/1/2019 To 7/1/2020 12:01 A.M. Standard Time at your Mailing Address above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

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

COVERAGE PARTS	PREMIUM		COMM.
Commercial Property	$	55,000.00	**DO NOT WRITE IN THIS AREA**
	$		
	$		
STATE ASSESSMENTS & FEES			
	$		
	$		
	$		
	$		
	$		
	$		
	$		
	$		
	$		
	$		
	$		
	$		
	$		
TOTAL	$	55,000.00	

FORMS APPLICABLE TO ALL COVERAGE PARTS:

SEE SCHEDULE OF POLICY ATTACHMENTS AND FORMS, RSG 94106 1009

BUSINESS DESCRIPTION: Tribal Properies

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE FORMS(S) AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE CONTRACT OF INSURANCE.

Countersigned: October 28, 2019 By: Andrew Pennington
Date IPS Authorized Representative

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Copyright, ISO Properties, Inc., 2001

Policy Number: LHD424645

Insurer: Landmark American Insurance Company

Named Insured: Tribal First DEC 37

NOTICE - REJECTION OF TERRORISM COVERAGE

Coverage has been “rejected” by the Insured for all acts of terrorism including but not limited to “certified acts of terrorism” under the federal Terrorism Risk Insurance Act.

IMPORTANT NOTICE

CALIFORNIA SURPLUS LINES DISCLOSURE NOTICE

1. **THE INSURANCE POLICY THAT YOU HAVE PURCHASED IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED "NONADMITTED" OR "SURPLUS LINE" INSURERS.**
2. **THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT THAT APPLY TO CALIFORNIA LICENSED INSURERS.**
3. **THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.**
4. **THE INSURER SHOULD BE LICENSED EITHER AS A FOREIGN INSURER IN ANOTHER STATE IN THE UNITED STATES OR AS A NON-UNITED STATES (ALIEN) INSURER. YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR "SURPLUS LINE" BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT THE FOLLOWING TOLL-FREE TELEPHONE NUMBER: 1-800-927-4357 OR INTERNET WEB SITE WWW.INSURANCE.CA.GOV. ASK WHETHER OR NOT THE INSURER IS LICENSED AS A FOREIGN OR NON-UNITED STATES (ALIEN) INSURER AND FOR ADDITIONAL INFORMATION ABOUT THE INSURER. YOU MAY ALSO CONTACT THE NAIC'S INTERNET WEB SITE AT WWW.NAIC.ORG.**
5. **FOREIGN INSURERS SHOULD BE LICENSED BY A STATE IN THE UNITED STATES AND YOU MAY CONTACT THAT STATE'S DEPARTMENT OF INSURANCE TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.**
6. **FOR NON-UNITED STATES (ALIEN) INSURERS, THE INSURER SHOULD BE LICENSED BY A COUNTRY OUTSIDE OF THE UNITED STATES AND SHOULD BE ON THE NAIC'S INTERNATIONAL INSURERS DEPARTMENT (IID) LISTING OF APPROVED NONADMITTED NON-UNITED STATES INSURERS. ASK YOUR AGENT,**

BROKER, OR "SURPLUS LINE" BROKER TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.

7. **CALIFORNIA MAINTAINS A LIST OF APPROVED SURPLUS LINE INSURERS. ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE INTERNET WEB SITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE: WWW.INSURANCE.CA.GOV.**
8. **IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE BOUND IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS GOING TO LAPSE WITHIN TWO BUSINESS DAYS OR BECAUSE YOU WERE REQUIRED TO HAVE COVERAGE WITHIN TWO BUSINESS DAYS, AND YOU DID NOT RECEIVE THIS DISCLOSURE FORM AND A REQUEST FOR YOUR SIGNATURE UNTIL AFTER COVERAGE BECAME EFFECTIVE, YOU HAVE THE RIGHT TO CANCEL THIS POLICY WITHIN FIVE DAYS OF RECEIVING THIS DISCLOSURE. IF YOU CANCEL COVERAGE, THE PREMIUM WILL BE PRORATED AND ANY BROKER'S FEE CHARGED FOR THIS INSURANCE WILL BE RETURNED TO YOU.**

State Fraud Statements
Fraud Statements – Signature Required for New York Only

ARKANSAS, LOUISIANA, RHODE ISLAND, TEXAS AND WEST VIRGINIA FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

ALASKA FRAUD STATEMENT

A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

ALABAMA FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

ARIZONA FRAUD STATEMENT

For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

CALIFORNIA FRAUD STATEMENT

For your protection, California law requires that you be made aware of the following: Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

COLORADO FRAUD STATEMENT

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

DELAWARE FRAUD STATEMENT

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

DISTRICT OF COLUMBIA FRAUD STATEMENT

WARNING: It is a crime to provide false, or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

FLORIDA FRAUD STATEMENT

Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

HAWAII FRAUD STATEMENT

For your protection, Hawaii law requires you to be informed that any person who presents a fraudulent claim for payment of a loss or benefit is guilty of a crime punishable by fines or imprisonment, or both.

IDAHO FRAUD STATEMENT

Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

INDIANA FRAUD STATEMENT

Any person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

KANSAS FRAUD STATEMENT

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

KENTUCKY FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

MAINE FRAUD STATEMENT

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

MARYLAND FRAUD STATEMENT

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

MINNESOTA FRAUD STATEMENT

Any person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

NEW HAMPSHIRE FRAUD STATEMENT

Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

NEW JERSEY FRAUD STATEMENT

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NEW MEXICO FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

OHIO FRAUD STATEMENT

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

OKLAHOMA FRAUD STATEMENT

WARNING: Any person who knowingly and with intent to injure, defraud, or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

OREGON FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

PENNSYLVANIA FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

PUERTO RICO FRAUD STATEMENT

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

TENNESSEE, VIRGINIA, AND WASHINGTON FRAUD STATEMENT

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

SIGNATURE REQUIRED

NEW YORK FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

_____

Insured/Applicant/Claimant

_____

By (Authorized Representative)

_____

Title

_____

Date

This Endorsement Changes The Policy. Please Read It Carefully.

SCHEDULE OF POLICY ATTACHMENTS AND FORMS

Form Number	Form Title
	Policy Declarations; Schedule of Carriers/Addendum; TPIP policy form
RSG 92001 0416	California Service Of Suit
RSG 93006 0405	California Changes - Cancellation and Nonrenewal
RSG 94027 0206	Minimum Earned Premium Clause - Percentage
RSG 96004 0210	Exclusion And Limited Additional Coverage For Fungus
RSG 96014 0504	Exclusion of Pathogenic or Poisonous Biological or Chemical Material
RSG 96051 0914	Flood Exclusion
RSG 96062 0715	Earth Movement Sprinkler Leakage Exclusion
RSG 96064 0817	Exclusion Of Terrorism - Exception Covering Certain Fire Losses
RSG 96066 0518	Cyber, Electronic Data and Systems Exclusion
RSG 96068 1218	Exclusion - Marijuana
IL 0017 1198	Common Policy Conditions

ALLIANT PROPERTY INSURANCE PROGRAM
DOMESTIC POLICY DECLARATION PAGE

POLICY NAME	**ALLIANT PROPERTY INSURANCE PROGRAM**
POLICY NUMBER:	**See Attached Schedule of Carriers**
NAMED INSURED	**ALLIANT PROPERTY INSURANCE PROGRAM** **Declaration 37 - TPIP 5**
MAILING ADDRESS OF INSURED:	**c/o Alliant Insurance Services, Inc.** **325 E. Hillcrest Dr. Suite 250** **Thousand Oaks, CA 91360**

POLICY PERIOD: From: **July 1, 2019**
To: **July 1, 2020**

Both days at 12:01 a.m. Local Standard Time

LIMITS OF LIABILITY:

A. Declaration Limit of Liability:

$ 1,000,000,000 Per Occurrence, all Perils, Coverages (subject to the policy exclusions), and all Named Insureds combined on this Declaration, regardless of the number of Named Insured**s**, coverages, extensions of coverage, or perils insured, subject to the following per occurrence and/or aggregate sub-limits noted below.

B. Named Insured Limits:

Subject to the Declaration Limit of Liability set forth in paragraph A. above, the per Named Insured**,** per Occurrence All Perils limit set forth on the Declaration Schedule Addendum opposite each Named Insured is the most the Company will pay for each Named Insured, regardless of the, coverages, extensions of coverage or perils insured. Such per Named Insured, per Occurrence All Perils limit is part of and does not increase the Declaration Limit of Liability.

Sub-Limits of Liability:

The Sub-Limits of Liability set forth below apply Per Occurrence, subject to any aggregate listed, Per Named Insured(s) of this Declaration, excess of the Policy Deductibles set forth below or Special Terms & Conditions below, unless indicated otherwise. If the coverage listed below indicates that it "Varies per Named Insured", the applicable sub-limit for each Named Insured is set forth on the Declaration Schedule Addendum opposite each Named Insured's name. Further, if a different limit is set forth in such Declaration Schedule Addendum opposite each Named Insured's name from the limit set forth below, such sub-limit will control with respect to such Named Insured. The Sub-Limits of Liability set forth below or in the Declaration Schedule Addendum are subject to and do not increase the Declaration Limit of Liability set forth above or as set forth in the Declaration Schedule Addendum.

Not to exceed member Sublimit noted on the Declaration Addendum	Flood Limit - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage) in this Declaration combined as respects the peril of Flood occurring outside the State of California.
Not to exceed member Sublimit noted on the Declaration Addendum	Flood Limit - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage) in this Declaration combined as respects the peril of Flood occurring in the State of California.
Not to exceed member Sublimit noted on the Declaration Addendum	Excess of $500,000,000 Per Occurrence and in the Annual Aggregate as respects the peril of Flood (for those Named Insureds that purchase this optional dedicated coverage) excluding Flood Zone A & V Sub-limit (inclusive of all 100 year exposures), not to exceed individual Named Insured's sub-limits and aggregates

Not to exceed member Sublimit noted on the Declaration Addendum	Combined Business Interruption and Rental Income. However, if specific values for such coverage have not been reported as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc., this sub-limit amount is limited to $500,000 per Named Insured subject to maximum of $2,500,000 Per Occurrence, Per Declaration for Business Interruption and Rental Income combined. Business Interruption coverage for Power Generating Plants is excluded, unless otherwise specified.
Not to exceed member Sublimit noted on the Declaration Addendum	Earthquake Shock - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage) in this Declaration combined as respects the peril of Earthquake Shock occurring outside the State of California.
Not to exceed member Sublimit noted on the Declaration Addendum	Earthquake Shock - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage) in this Declaration combined as respects the peril of Earthquake Shock occurring inside the State of California.
$ 35,000,000	Extra Expense
$ 40,000,000	Automatic Acquisition for new locations for existing Named Insureds for 120 days, excluding Earthquake Shock in the states of Alaska and California. If Flood coverage is purchased for all scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V. (If values are not reported within the stated reporting provision, a maximum sub-limit of $25,000,000 for any one occurrence will apply). Additionally a sub-limit of $2,500,000 applies for Tier 1 Wind Counties, Parishes and Independent Cities for 60 days for the states of Virginia, North Carolina, South Carolina, Georgia, Alabama, Mississippi, Louisiana, Texas and/or situated anywhere within the states of Florida and Hawaii.
$ 40,000,000	Miscellaneous Unnamed Locations excluding Earthquake Shock for locations in the states of Alaska and California, and if Flood Coverage is purchased for scheduled locations, Flood is covered subject to Named Insured's Flood Limits, however, Flood Zones A&V are excluded. This coverage extension does not apply to locations situated in Tier I or Tier II Counties.
$ 1,000,000	Unscheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf, subject to 25 gallon maximum container size but not to exceed $25,000 per item for existing Named Insureds excluding Earthquake coverage for locations in Alaska and California. If flood coverage is purchased for scheduled locations, this extension includes Flood coverage for any location not situated in Flood Zones A or V.
$5,000,000 or 110% of the scheduled values whichever is greater, for	Scheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf, subject to 25 gallon maximum container size but not to exceed $25,000 per item
$ 35,000,000	Errors & Omissions (errors/omissions in the description, location of property, or valuation of property). This extension does not increase any more specific limit stated elsewhere in this policy.
$ 25,000,000	Course of Construction and Additions (including new) for projects with project values not exceeding the sub-limit shown. This sub-limit may be increased to $100,000,000 for non-combustible construction, subject to Underwriting review and approval.

$	250,000	Prize Giveaways
$	2,500,000	Money and Securities as respects perils of Fire, Wind, Hail, Explosion, Smoke, Lightning, Riot, Civil Commotion, Impact by Aircraft or Objects falling there from, Impact by vehicles, Water Damage and Theft (other than by an employee(s) of the Insured(s))
$	2,500,000	Unscheduled Fine Arts
$	25,000	Per Occurrence and in the Annual Aggregate as respects Accidental Contamination for Owned Land, Land Values and Water owned by the Insured(s)
$	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.
$	150,000,000	Except $50,000,000 for Named Insureds in Decarlations 31 and 37 for Increased Cost of Construction due to the enforcement of building codes/ordinance or law (includes All Risk and Boiler & Machinery). Demolition, Compliance with Law and BI are restricted to $35,000,000
$	25,000,000	Transit
$	2,500,000	Unscheduled Animals; subject to maximum of $50,000 per Animal, Per Occurrence
$	2,500,000	Watercraft under 50 feet (watercraft over 50 feet must be scheduled subject to underwriting review and approval)
$	25,000,000	Off Premises Services Interruption including Extra Expense resulting from a covered peril at non-owned/operated location(s)
$	3,000,000	Separately as respects Contingent Business Interruption, Contingent Rental Value, and Contingent Extra Expense
$	3,000,000	Tax Revenue Interruption – Per Policy Provisions. However, if specific values for such coverage have not been reported as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc., this sub-limit amount is limited to $100,000 Per Occurrence – Per Policy Provisions.
$	500,000	Separately as respects Furs, Jewelry, Precious Metals and Precious Stones
$	1,000,000	Claims Preparation Expenses
$	25,000,000	Expediting Expenses
$	1,000,000	Personal Property Outside the USA
	180 Days	Extended Period of Indemnity

$ 100,000	Per Occurrence while in Storage and In Transit coverage subject to $10,000 Deductible for Unmanned Aircraft as more fully defined in the Policy. Not Covered while in Flight.	
$ 100,000	Per Occurrence with a $1,000,000 Annual Aggregate per Declaration for Mold/Fungus Resultant Damage as more fully defined in the policy.	

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BOILER & MACHINERY COVERAGES & LIMITS:	$	100,000,000	Boiler Explosion and Machinery Breakdown as respects Combined Property Damage and Business Interruption/Extra Expense (Including Bond Revenue Interest Payments where Values Reported and excluding Business Interruption for Power Generating Facilities unless otherwise specified). Limit includes loss adjustment agreement and electronic computer or electronic data processing equipment with the following sub-limits:
	$	10,000,000	Utility Interruption
	$	10,000,000	Ammonia Contamination
	$	10,000,000	Water Damage
	$	10,000,000	Consequential Damage
	$	2,000,000	Media Coverage
	$	1,000,000	Hazardous Substance
	$	25,000,000	Ordinance or Law - Included in Demo & ICC Limit above
NEWLY ACQUIRED LOCATIONS:	$	25,000,000	Automatic Acquisition for Boiler & Machinery values at newly acquired locations. Values greater than $25,000,000 or Power Generating Facilities must be reported within 90 days and must have prior underwriting approval prior to binding

VALUATION:

- Repair or Replacement Cost
- Actual Loss Sustained for Time Element Coverages
- Contractor's/Scheduled Equipment either Replacement Cost or Actual Cash Value as elected by declaring values in the manner losses are to be adjusted. If not declared, valuation will default to Actual Cash Value (ACV)

"ALL RISK" BASIC DEDUCTIBLE:	Varies by Named Insured	All Risk Deductible; Per occurrence each and every loss except as specified below:
"ALL RISK" DEDUCTIBLES FOR SPECIFIC PERILS AND COVERAGES:	$ 10,000	Residential Property(ies) less than $100,000 in value, or "All Risk" Policy Deductible as set forth above, whichever the greater

$	25,000	Residential Property(ies) greater than $100,000 in value, or "All Risk" Policy Deductible as set forth above, whichever the greater
	Varies by Named Insured	All Flood Zones excluding Flood Zones A & V
	Varies by Named Insured	Flood Zones A & V (inclusive of all 100 year exposures)
	Varies by Named Insured	Earthquake Shock Per Unit of Insurance Per Occurrence separately as respects Real Property, Personal Property, Property in the Open and Time Element except 10% with $100,000 minimum for buildings constructed prior to 1940 where Earthquake Coverage is purchased
$	1,000	Specially Trained Animals
$	500,000	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.
	2.5%	of Annual Tax Revenue Value per Location for Tax Interruption
	24 Hour Waiting Period	Service Interruption as respects All Perils and Coverages (other than Boiler and Machinery Breakdown)
	24 Hour	Equivalent Business Interruption Deductible at the time of loss (24 hours to be calculated by dividing the total Business Interruption loss by the number of days business was interrupted) as respects All Perils and Coverages solely for Casino(s) with Total Insurable Values in excess of $50,000,000
$	25,000	Boiler & Machinery Deductible, per occurrence each and every loss

ALLIANT PROPERTY INSURANCE PROGRAM
DOMESTIC POLICY DECLARATION PAGE

SPECIAL TERMS & CONDITIONS:

It is understood and agreed that notwithstanding anything contained herein to the contrary the following shall apply to this Policy:

SPECIAL TERMS:

Description:
Varies by Named Insured

Limit:
Varies by Named Insured

Deductible:
Varies by Named Insured

TERMS AND CONDITIONS:
25% Minimum Earned Premium and cancellations subject to 10% penalty
90 Days except 10 Days for Non-Payment of Premium

NOTIFICATION OF CLAIMS TO:
Alliant Insurance Services, Inc.
Attention: Claims Department
100 Pine Street, 11th Floor
San Francisco, CA 94111

7/1/2019 7/1/2020 Tribal

Declaration #37 - Tribal Property Insurance Program I (TPIP I)

Participation%	*Participation $*	*Company*	*Policy #*
	$ 2,500,000 Primary	**(for 55%) Per Occurrence all Named Insureds over all Declarations combined. All Risk including EQ & FL, Including B&M**	
55.0000%	**$ 1,375,000**	**Lexington Insurance Company**	017471589/06
	$ 25,000,000	**(for 35%) Per Occurrence/Per Declaration All Risk including EQ & FL, Including B&M**	
35.0000%	**$ 8,750,000**	**Lexington Insurance Company**	38412453
	$ 25,000,000	**(for 10%) Per Occurrence/Per Declaration. All Risk including EQ & FL, Including B&M**	
10.0000%	**$ 2,500,000**	**Lexington Insurance Company**	38412468
	$ 12,500,000 Excess of $2,500,000	**To pay the difference between $15,000,000 (100%) per occurrence/ per Declaration and $2,500,000 (for 100%) per occurrence, all Members over all Declarations combined. Subject to an annual aggregate (for 100%) as held on file with Alliant Insurance Services.**	
		*** All Risk including EQ, FL and B&M**	
2.5000%	$ 312,500	RKH-Underwriters at Lloyds-Aspen Specialty Insurance Company	PX006CP19
4.0000%	$ 500,000	RKH- Underwriters and Lloyds syndicates 4444 CNP	PJ1900131
3.0000%	$ 375,000	One Beacon - Homeland Insurance Company of NY	798000259
7.5000%	$ 937,500	Hallmark Specialty Insurance Co.	73PRX19A1D1
17.0000%	**$ 2,125,000**		
	$ 12,500,000 Excess of $2,500,000	**To pay the difference between $15,000,000 (100%) per occurrence/ per Declaration and $2,500,000 (for 100%) per occurrence, all Members over all Declarations combined. Subject to an annual aggregate (for 100%) as held on file with Alliant Insurance Services.**	
38.0000%	$ 4,750,000	RKH- Underwriters and Lloyds Syndicate: 1414 ASC, 0510 KLN, 1861 ATL, 0318 MSP, 3268 AGR, XL Catlin Insurance Company UK Ltd, 1183 TAL	PJ193647
38.0000%	**$ 4,750,000**		
	$ 50,000,000	**To pay the difference between $50,000,000 (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 $195,000,000 (for 35%). All Risk Including EQ & FL Including B&M**	
35.0000%	$ 17,500,000	Lexington Insurance Company	38412461
	$ 25,000,000	**$25,000,000 (100%) per occurrence / per Declaration excess of the Captive Annual Aggregate of $150,000,00. All Risk including EQ& Flood, including B&M.**	
6.0000%	$ 1,500,000	Aspen Insurance UK Ltd.	PRAGET719
2.0000%	$ 500,000	Ironshore Specialty Insurance Company	003661401
2.0000%	$ 500,000	RKH-Underwriters at Lloyds- Lloyd's Syndicate 1200 AM/	PJ1900124
10.0000%	**$ 2,500,000**		
	$ 35,000,000 Excess of $15,000,000	**All Risk Including Flood and Earthquake and B&M**	
47.5000%	$ 16,625,000	RKH-Lloyds Syndicates: : ASC 1414, KLN 0510, ATL 1861, QBE 1886, MSP 0318, APL 1969, CHN 2015 and XL Catlin Insurance Company UK Ltd	PJ1933021
7.5000%	$ 2,625,000	Brit-Certain Underwriters at Lloyd's, London Syndicate 2987 (Non-Admitted)	PD-11091-00
55.0000%	**$ 19,250,000**		

	$	**25,000,000**	**Excess of $25,000,000**	**All Risk Including Flood and Earthquake and B&M**	
10.0000%	$	2,500,000		RKH-Endurance Worldwide Insurance Ltd t/as Sompo International	PJ1900134
10.0000%	**$**	**2,500,000**			

	$	**50,000,000**	**Excess of $50,000,000**	**All Risk Including Flood and Earthquake**	
15.0000%	$	7,500,000		Arch Specialty Insurance Company (excluding B&M)	ESP1000727-00
25.0000%	$	12,500,000		Evanston Insurance Company (excluding B&M)	MKLV14XP012540
10.0000%	$	5,000,000		Hallmark Specialty Insurance Company (excluding B&M)	73PRX19A1FB
10.0000%	$	5,000,000		Allied World National Assurance Company (excluding B&M)	0310-8171-1N
5.0000%	$	2,500,000		RKH: Endurance Worldwide Insurance Ltd./t/as Sompo International (excluding B&M)	PJ1900134
35.0000%	$	17,500,000		RKH - Lloyds Underwriters - Syndicates: KLN 0510, TMK 1880, BRT 2987, BRT 2988, CNP 4444, ATL 1861, Neon Worldwide Property Consortium, AUW 0609, TAL 1183 and AUL 1274 (excluding B&M)	PJ1900067
100.0000%	**$**	**50,000,000**			

	$	**300,000,000**	**Excess of $100,000,000**	**All Risk Including Flood and Earthquake and B&M**	
100.0000%	$	300,000,000		Lexington Insurance Company	011660470/07
100.0000%	**$**	**2,500,000**			

	$	**100,000,000**	**Excess of $400,000,000**	**All Risk Including Flood and Earthquake and B&M**	
100.0000%	$	100,000,000		RSUI - Landmark American Insurance Company	LHD424644
100.0000%	**$**	**2,500,000**			

	$	**300,000,000**	**Excess of $500,000,000**	**All Risk Including Flood and Earthquake and B&M**	
100.0000%	$	300,000,000		XL Insurance America, Inc.	US00010377PR19A
100.0000%	**$**	**2,500,000**			

	$	**200,000,000**	**Excess of $800,000,000**	**All Risk Excluding Flood and Earthquake and B&M**	
100.0000%	$	200,000,000		RSUI - Landmark American Insurance Company	LHD424645
100.0000%	**$**	**200,000,000**			

	$	**35,000,000**	**Excess of $15,000,000**	**Excess Boiler and Machinery**	
7.5000%	$	2,625,000		Lexington Insurance Company	011660457/07
7.5000%	**$**	**2,625,000**			

	$	**50,000,000**	**Excess of $50,000,000**	**Excess Boiler and Machinery**	
100.0000%	$	50,000,000		Lexington Insurance Company	011660457/07
100.0000%	**$**	**50,000,000**			

	$	**50,000,000**	**Excess of $450,000,000**	**DIC only Layer including EQ and FL**	
45.9200%	$	22,960,000		SRU - Certain Underwriters at Lloyd's	AQS-190988
10.0800%	$	5,040,000		SRU - HDI Global Specialty SE	HAQS-190988
25.0000%	$	12,500,000		SRU - General Security Indemnity	TR00093911900988
10.0000%	$	5,000,000		SRU - Crum & Forster Specialty	SRC-100859
6.5000%	$	3,250,000		SRU - Western World Insurance	SCO0000701

TRIBAL DECLARATION SCHEDULE ADDENDUM
2019-2020 POLICY TERM

Dec #	Named Insured	Address	Address 2	City	State	Zip Code	2019 Total All Risk Limit	2019 EQ Limit	2019 Flood Limit	2019 Flood A&V sub-limit
37	7 Cedars Casino JKT Gaming, Inc., dba JKT Gaming, Inc. dba 7 Cedars Resort	270 756 Highway 101		Sequim	WA	98382	1,000,000,000	5,000,000	5,000,000	Not Covered
37	Absentee Shawnee Tribe of Oklahoma	2025 S. Gordon Cooper Road		Shawnee	OK	74801	1,000,000,000	1,000,000	1,000,000	Not Covered
37	Ak-Chin Indian Community	42507 W. Peters & Nall Rd.		Maricopa	AZ	85138	1,000,000,000	1,000,000	2,500,000	Not Covered
37	Augustine Band of Cahuilla Indians	P.O. Box 846		Coachella	CA	92236	1,000,000,000	Not Covered	Not Covered	Not Covered
37	Bishop Paiute Gaming Corp. dba: Paiute Palace Casino	2742 North Sierra Highway		Bishop	CA	93514	1,000,000,000	Not Covered	Not Covered	Not Covered
37	Bishop Paiute Tribe	50 Tu Su Lane		Bishop	CA	93514	1,000,000,000	Not Covered	Not Covered	Not Covered
37	Black Hawk Casino, DBA: Sac & Fox Casino	42008 Westech Rd		Shawnee	OK	74804	1,000,000,000	1,000,000	1,000,000	Not Covered
37	Buffalo Run Casino	P. O. Box 231		Miami	OK	74355	1,000,000,000	2,500,000	2,500,000	Not Covered
37	Cher Ae Heights Casino	PO Box 610		Trinidad	CA	95570	1,000,000,000	Not Covered	Not Covered	Not Covered
37	Cher Ae Heights Indian Community of the Trinidad	PO Box 630		Trinidad	CA	95570	1,000,000,000	Not Covered	Not Covered	Not Covered
37	Cher Ae Heights Indian Community of the Trinidad Rancheria	PO Box 630		Trinidad	CA	95570	1,000,000,000	Not Covered	Not Covered	Not Covered
37	Cherokee Nation	P.O. Box 948		Tahlequah	OK	74465	1,000,000,000	5,000,000	10,000,000	Not Covered
37	Colorado River Indian Tribes	26600 Mohave Road		Parker	AZ	85344	1,000,000,000	15,000,000 for locations in the state of Arizona ; $5,000,000 for locations in the state of California	15,000,000 for locations in the state of Arizona ; $5,000,000 for locations in the state of California	Not Covered
37	Colusa Indian Community Council	3730 Highway 45		Colusa	CA	95932	1,000,000,000	Not Covered	Not Covered	Not Covered
37	Elk Valley Rancheria	2332 Howland Hill Road		Crescent City	CA	95531	1,000,000,000	Not Covered	Not Covered	Not Covered
37	Hoopa Valley Tribe	P.O. Box 218		Hoopa	CA	95546	1,000,000,000	1,000,000	2,000,000	Not Covered
37	Hopland Band of Pomo Indians	3000 Shanel Rd.		Hopland	CA	95449	1,000,000,000	Not Covered	Not Covered	Not Covered
37	Hopland Sho-KA-Wah Casino	13101 Nokomis Road		Hopland	CA	95449	1,000,000,000	Not Covered	Not Covered	Not Covered
37	Iowa Tribe of Oklahoma	335588 E 750 Road		Perkins	OK	74059	1,000,000,000	24,555,484	24,555,484	Not Covered
37	Island Enterprises, Inc.	3591 SE Old Olympic Highway		Shelton	WA	98584	1,000,000,000	1,000,000	1,000,000	Not Covered
37	Leech Lake Band of Ojibwe and Leech Lake Financial	6280 Upper Cass Frontage Rd		Cass Lake	MN	56633	1,000,000,000	10,000,000	10,000,000	Not Covered
37	Lummi Commercial Company DBA Fishermans Cove and	2751 Haxton Way #1		Bellingham	WA	98226	1,000,000,000	1,000,000	1,000,000	Not Covered
37	Lummi Indian Business Council dba: Lummi Tribe	2665 Kwina Road		Bellingham	WA	98226	1,000,000,000	1,000,000	1,000,000	Not Covered
37	Lummi Tribal Sewer & Water District	4126 Lummi View Dr.		Bellingham	WA	98226	1,000,000,000	1,000,000	1,000,000	Not Covered
37	MACT Health Board, Inc.	52 S. Main St.		Angels Camp	CA	95211	1,000,000,000	Not Covered	Not Covered	Not Covered
37	Marine View Ventures, Inc.	1409 Alexander Ave East		Fife	WA	98424	1,000,000,000	1,000,000	1,000,000	Not Covered
37	Muscogee (Creek) Nation	13000 Loop 56		Okmulgee	OK	74447	1,000,000,000	1,000,000	5,000,000	Not Covered
37	Native Lights Casino, LLC	PO Box 507		Tonkawa	OK	74653	1,000,000,000	5,000,000	5,000,000	Not Covered
37	Noo-Kayet Development Corporation	7989 NE Salish Lane		Kingston	WA	98346	1,000,000,000	5,000,000	1,000,000	Not Covered
37	Osage Nation	627 Grandview Avenue		Pawhuska	OK	74056	1,000,000,000	1,000,000	1,000,000	Not Covered
37	Ottawa Indian Tribe of Oklahoma dba High Winds Casino	61475 E. 100 Road		Miami	OK	74354	1,000,000,000	1,000,000	Not Covered	Not Covered
37	Pawnee Tribal Development Corporation	P.O. Box 280		Pawnee	OK	74058	1,000,000,000	1,000,000	1,000,000	Not Covered
37	Red Earth Casino	3089 Norm Niver Road		Salton Sea Beach	CA	92274	1,000,000,000	Not Covered	Not Covered	Not Covered
37	San Carlos Apache Tribe	P.O. BOX 1240		San Carlos	AZ	85550	1,000,000,000	2,500,000	2,500,000	Not Covered
37	San Pasqual Band of Mission Indians	P.O. Box 365		Valley Center	CA	92082	1,000,000,000	Not Covered	1,000,000	Not Covered
37	Seminole Nation of Oklahoma	P.O. Box 1498		Wewoka	OK	74884	1,000,000,000	1,000,000	1,000,000	Not Covered
37	Sky Dancer Hotel & Casino	P.O. Box 1449		Belcourt	ND	58316	1,000,000,000	1,000,000	1,000,000	Not Covered
37	Sovereign Native Holdco LLC	1630 East Beverly		Ada	OK	74820	1,000,000,000	1,000,000	5,000,000	Not Covered
37	Spirit Lake Casino & Resort	7889 Highway 57 S		Saint Michael	ND	58370	1,000,000,000	Not Covered	Not Covered	Not Covered
37	Spirit Lake Tribe	816 3rd Ave N		Fort Totten	ND	58335	1,000,000,000	Not Covered	Not Covered	Not Covered
37	Sugar Creek Casino	5304 N. Broadway Ave		Hinton	OK	73047	1,000,000,000	1,000,000	1,000,000	Not Covered
37	Suquamish Tribal Council	18490 Suquamish Way		Suquamish	WA	98392	1,000,000,000	1,000,000	1,000,000	Not Covered
37	Table Mountain Rancheria	P.O. Box 410		Friant	CA	93626	1,000,000,000	Not Covered	Not Covered	Not Covered
37	Tallgrass Economic Development LLC, Osage LLC	4500 South 129th East Avenue	Suite105	Tulsa	OK	74134	1,000,000,000	1,000,000	1,000,000	Not Covered
37	The Three Affiliated Tribes	404 Frontage Road		New Town	ND	58763	1,000,000,000	1,000,000	1,000,000	Not Covered
37	Toiyabe Indian Health Project	250 See Vee Lane		Bishop	CA	93514	1,000,000,000	Not Covered	Not Covered	Not Covered
37	Tulalip Tribes of Washington	6406 Marine Driver		Tulalip	WA	98271	1,000,000,000	0	0	Not Covered
37	Utu Utu Gwaitu Paiute Tribe	25669 Highway 6, PMB I		Benton	CA	93512	1,000,000,000	1,000,000	1,000,000	Not Covered
37	Wichita and Affiliated Tribes DBA: Wichita Tribe	P.O. Box 729		Anadarko	OK	73005	1,000,000,000	1,000,000	1,000,000	Not Covered
37	Wyandotte Nation	64700 E. Highway 60		Wyandotte	OK	74370	1,000,000,000	1,000,000	1,000,000	Not Covered
37	Yavapai Apache Nation	2400 W. Datsi St.		Camp Verde	AZ	86322	1,000,000,000	5,000,000	5,000,000	Not Covered
37	Yurok Economic Development Corporation	144 Klamath Blvd		Klamath	CA	95548	1,000,000,000	Not Covered	5,000,000	Not Covered
37	Yurok Tribe	P.O. Box 1027		Klamath	CA	95548	1,000,000,000	Not Covered	5,000,000	Not Covered
37	Yurok Tribe of the Yurok Reservation dba Redwood Hotel Casino	171 Klamath Blvd		Klamath	CA	95548	1,000,000,000	1,000,000	1,000,000	Not Covered

TRIBAL FIRST
POLICY WORDING

TPIP USA FORM No. 15

Coverage Incepting
July 1, 2019 to July 1, 2020

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SECTION I

GENERAL PROVISIONS

A. INSURING AGREEMENT

In consideration of the premium paid by the Named Insured to the Company, the Company agrees to insure the following per the terms and conditions herein.

B. NAMED INSURED

As shown on the Declaration page, or as listed in the Declaration Schedule Addendum attached to this policy.

Agency(ies), organization(s), enterprise(s) and/or individual(s) for whom the Named Insured is required or has agreed to provide coverage, or as so named in the "Named Insured Schedule" on file with Tribal First, as their interests may appear which now exist or which hereafter may be created or acquired and which are owned, financially controlled or actively managed by the herein named interest, all jointly, severally or in any combination of their interests, for account of whom it may concern, are covered within the limits provided to the individual Named Insured.

Lessors and other party(ies) of interest in all property of every description covered hereunder are included herein as Insured's for their respective rights and interests, it being understood that the inclusion hereunder of more than one covered party shall not serve to increase the Company's limit of liability.

Mortgagees to whom certificates of coverage have been issued are covered hereunder as Insured's in accordance with the terms and conditions of Form 438 BFU NS, CP12 18 1091, or equivalent as required by the mortgagee.

C. MAILING ADDRESS OF NAMED INSURED

AS PER DECLARATION PAGE

D. POLICY PERIOD

AS PER DECLARATION PAGE

E. LIMITS OF LIABILITY

Subject to specific exclusions, modifications, and conditions hereinafter provided, the liability of the Company in any one occurrence regardless of whether one or more of the coverages of this Policy are involved shall not exceed:

1. LIMITS OF LIABILITY

   The Specific Limits of Liability as described in the Declaration Page apply per occurrence unless indicated otherwise.

2. SUB-LIMITS OF LIABILITY

The following sub-limits of liability are provided as described in the Declaration Page and apply per occurrence unless indicated otherwise. Coverage is provided only if a sub-limit of liability is shown in the Declaration Page for that item, and do not increase the specific limits of liability. The absence of a sub-limit of liability amount in the Declaration Page means that no coverage is provided for that item.

a. Per occurrence, and in the annual aggregate as respects the peril of flood (for those Named Insured(s) that participate in this optional dedicated coverage);
b. Per occurrence, and in the annual aggregate as respects the peril of earthquake shock (for those Named Insured(s) that participate in this optional dedicated coverage);
c. Combined Business Interruption, Rental Income, Tax Interruption and Tuition income (and related fees);
d. Extra Expense;
e. Miscellaneous Unnamed locations;
f. Automatic Acquisition. As per policy provisions;
g. Unscheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf if specific values for such items have not been reported as part of the Named Insured(s) schedule of values held on file with Tribal First. This coverage extension does not apply to the peril of Earthquake in the states of California, or Alaska. If Flood coverage is purchased for scheduled locations this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V;
h. Scheduled Landscaping, tees, sand traps, greens, athletic fields and artificial fields if specific values for such items have been reported as part of the Named Insured(s) schedule of values held on file with Tribal First;
i. Errors & Omissions;
j. Course of Construction and Additions;
k. Money and Securities for Fire, Wind, Hail, Explosion, Smoke, Lightning, Riot, Civil Commotion, Impact by Aircraft or Objects falling there from, Impact by Vehicles, Water Damage and Theft (other than by an employee of the Named Insured(s)
l. Prize Giveaways
m. Unscheduled Fine Arts (as more fully defined herein);
n. Accidental Contamination including owned land, land values and water owned by the Named Insured(s)
o. 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, road way or highway fencing, and all similar property unless specific values for such items have been reported as part of the Named Insured(s) schedule of values held on file in the offices of Tribal First. Unscheduled Infrastructure coverage is excluded for the peril of Earthquake and for Federal Emergency Management Agency (F.E.M.A.) and/or any State Office of Emergency Services (O.E.S.) declared disasters, providing said declaration provides funding for repairs;
p. Increased Cost of Construction due to the enforcement of building codes / ordinance or law. As per policy provisions;
q. Transit;

r. Unscheduled Animals;
s. Unscheduled Watercraft; up to 50 feet. Unscheduled watercraft over 50 feet if held for sale by the Named Insured.
t. Off premises services interruption including extra expense resulting from a covered peril at non-owned/operated location(s);
u. Separately as respects Contingent Business Interruption, Contingent Extra Expense, Contingent Rental Value, and Contingent Tuition Income;
v. Claim Preparation Expenses;
w. Expediting Expenses;
x. Separately as respects Furs, jewelry, precious metals and precious stones;
y. Personal Property outside the U.S.A.;
z. Unmanned Aircraft. As per policy provisions
aa. Mold/Fungus Resultant Damage. As per policy provisions
ab. Boiler Explosion and Machinery Breakdown (for those Named Insured(s) that participate in this optional dedicated coverage).

F. OPTIONAL COVERAGE PARTICIPATION

It is understood and agreed that certain Named Insureds participate in Optional Coverage on this Policy as set forth below.

OPTIONAL COVERAGES IDENTIFICATION:

1. Earthquake Shock
2. Licensed Vehicles – Off Premises
3. Scheduled Fine Arts
4 Flood
5. Boiler Explosion & Machinery Breakdown
6. Contractors Equipment/Unlicensed Vehicles
7. Business Interruption, Rental Income

Such participation in the optional coverage(s) by the Named Insured is indicated in the Declaration Page, and/or by endorsement to this policy.

G. DEDUCTIBLE PROVISIONS

If two or more deductible amounts provided in the Declaration Page apply for a single occurrence the total to be deducted shall not exceed the largest per occurrence deductible amount applicable.

Unless a more specific deductible is applicable for a particular loss, the "Basic Deductible" shown in the Declaration Page, shall apply per occurrence. The company will not pay for loss or damage in any one occurrence until the amount of the loss or damage exceeds the applicable deductible.

H. UNIT OF INSURANCE DEFINED

In the application of the Earthquake Shock, or specified Wind deductibles, in accordance with the provisions of this Policy, each of the following shall be considered a Separate Unit of Insurance:

1. Each Separate Building or Structure;
2. The Contents of each Building or Structure;
3. Applicable Time Element Coverage of each separate Building or Structure; and
4. Property in each Yard.

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.

SECTION II

PROPERTY DAMAGE

A. COVERAGE

Subject to the terms, conditions and exclusions hereinafter contained, this Policy insures all property of every description both real and personal (including improvements, betterments and remodeling), of the Named Insured or property of others in the care, custody or control of the Named Insured, for which the Named Insured is liable or under obligation to insure.

B. EXTENSIONS OF COVERAGE

All coverage extensions are subject to the terms, conditions and exclusions of the policy except insofar as they are explicitly providing additional coverage.

1. PERSONAL EFFECTS

This Policy is extended to cover only such personal effects and wearing apparel of any of the officials, employees, students and personal effects of the Named Insured named in this Policy for which the Named Insured may elect to assume liability while located in accordance with the coverage hereof, but loss, if any, on such property shall be adjusted with and payable to the Named Insured.

2. PROPERTY IN COURSE OF CONSTRUCTION AND ADDITIONS

It is understood and agreed that as respects course of construction projects and additions, this Policy will provide automatic coverage subject to the following conditions:

a. Project involves only real property on new or existing locations (excluding dams, roads, and bridges)

b. Value of the project at the location does not exceed USD as per Declaration Page. Projects that exceed this amount are subject to underwriting approval prior to binding. However, inadvertent failure to report projects within USD as per Declarations Page shall not void coverage of said Project.

Additional Expense Soft Cost: This coverage applies to new buildings or structures in the course of construction up to the time that the new building (s) or structure (s) is initially occupied or put to its intended use whichever occurs first.

The Company will cover the additional expenses of the Named Insured as defined below for up to 25% of the estimated completed value of the project which results from a delay in the completion of the project beyond the date it would have been completed had no loss or damage occurred. The delay must be due to direct physical loss or damage to property insured and be caused by or result from a peril not excluded by this Policy. The Company will pay covered expenses when they are incurred.

a. Additional Interest Coverage – The Company will pay the additional interest on money the Named Insured borrows to finance construction or repair.

b. Rent or Rental Value Coverage – The Company will pay the actual loss of net rental income that results from delay beyond the projected completion date.

But the Company will not pay more than the reduction in rental income less charges and expenses that do not necessarily continue.

c. Additional Real Estate Taxes or Other Assessments – The Company will pay the additional real estate taxes or other assessments the Named Insured incurs for the period of time that construction is extended beyond the completion date.

d. Additional Advertising and Promotional Expenses – The Company will pay the additional advertising and promotional expense that becomes necessary as a result of a delay in the completion of the project.

e. Additional Commissions Expense – The Company will pay the additional expenses, which result from the renegotiating of leases following an interruption in the project.

f. Additional Architectural and Engineering Fees – The Company will pay the additional architectural and engineering fees that become necessary as a result of a delay in the completion of the project.

g. Additional License and Permit Fees – The Company will pay the additional license and permit fees that become necessary as a delay in the completion of the project.

h. Legal and Accounting Fees – The Company will pay the additional legal and accounting fees the Named Insured incurs as a result of a delay in the completion of the project.

3. FIRE FIGHTING EXPENSES

It is understood and agreed that the Company shall be liable for the actual charges of fire fighting expenses including but not limited to those charged by municipal or private fire departments responding to and fighting fire in / on, and/or protecting property included in coverage provided by this Policy.

4. OFF PREMISES SERVICES INTERRUPTION

It is understood and agreed that coverage under this Policy is extended to include physical damage, business interruption loss and/or extra expense incurred and/or sustained by the Named Insured as a result of physical damage to or destruction of by the perils insured against occurring during the policy period of any suppliers furnishing heat, light, power, gas, water, telephone or similar services to an Named Insured's premises. The coverage provided by this clause is sub-limited to USD as per Declaration Page, and Section 1 (General Provisions) of this form.

5. ARCHITECTS AND ENGINEERS FEES AND LOSS ADJUSTMENT EXPENSES

This Policy also insures as a direct result of physical loss or damage insured hereunder, any of the following:

a. Architects and engineers fees

b. Loss adjustment expenses including, but not limited to, auditors, consultants and accountants. However the expenses of public adjusters are specifically excluded.

6. EXPEDITING EXPENSES

In the event of physical loss or damage insured hereunder, it is understood and agreed that coverage under this Policy includes the reasonable extra cost of temporary repair and of expediting the repair of such damaged property of the Named Insured, including overtime and the extra costs of express or other rapid means of transportation. This coverage provided by this clause is sub-limited to USD as per the Declaration Page.

7. DEBRIS REMOVAL

This Policy also covers expenses incurred in the removal of debris of the property covered hereunder from the premises of the Named Insured that may be destroyed or damaged by a covered peril(s). This debris removal coverage does not apply to the cost to extract pollutants from land or water, or to remove, restore or replace polluted land or water.

8. BUILDING LAWS

This Policy is extended to include physical damage, business interruption loss, loss of interest and/or extra expense incurred and/or sustained by the Named Insured as a result of physical damage to or destruction of property, by the perils insured against occurring during the policy period and occasioned by the enforcement of any local or state ordinance or law regulating the construction, repair or demolition of buildings or structures, which is in force at the time such a loss occurs, which necessitates the demolition of any portion of the covered building not damaged by the covered peril(s).

The Company shall also be liable for loss due to the additional period of time required for repair or reconstruction in conformity with the minimum standards of such ordinance or law of the building(s) described in this Policy damaged by a covered peril.

The Company shall not be liable under this clause for more than the limit of liability as shown elsewhere in this Policy.

9. DEMOLITION COST

In the event of physical damage to property insured by a covered peril, this policy is extended to cover the cost of demolishing any undamaged portion of the covered property including the cost of clearing the site thereof, caused by loss from any covered peril(s) under this Policy and resulting from enforcement of any local or state ordinance or law regulating the construction, repair or demolition of buildings or structures and in force at the time of loss which necessitates such demolition.

10. INCREASED COST OF CONSTRUCTION

In the event of physical damage to property insured by a covered peril this Policy is extended to cover the increased cost of repair or replacement occasioned by the enforcement of any local or state ordinance or law including written guidelines used by the department of corrections in any state regulating the construction, repair or demolition of buildings or structures, which is in force at the time such a loss occurs

or which comes into force within 6 months after such a loss occurs, which necessitates in repairing or replacing the building covered hereunder which has suffered damage or destruction by the covered peril(s) or which has undergone demolition, limited, however, to the minimum requirements of such ordinance or law.

11. ERRORS & OMISSIONS

No unintentional errors or unintentional omissions in description, location of property or valuation of property will prejudice the Named Insured's right of recovery but will be reported to the Company as soon as practicable when discovered. The coverage provided by this clause is sub-limited to USD as per Declaration Page, and Section 1 (General Provisions) Clause E of this form. This extension does not increase any more specific limit stated elsewhere in this policy or Declarations.

12. ANIMALS

This policy is extended to cover retraining expenses associated with the loss of specially trained animals. Re-training expenses are included within the sub-limit provided, unless otherwise scheduled.

13. VALUABLE PAPERS

This policy is extended to cover Valuable Papers or the cost to reconstruct valuable papers (including but not limited to research, redrawing or duplicating) physically lost or damaged by a peril insured against during the term of this Policy.

14. TRANSIT

This policy is extended to cover Personal Property of the Named Insured or property held by the Named Insured in trust or on commission or on consignment for which the Named Insured may be held legally liable while in due course of transit, worldwide, against all risks of Direct Physical Loss or Damage not excluded by this Policy to the property insured occurring during the period of this Policy.

The coverage provided by this clause is sub-limited to USD as per Declaration Page, and Section 1 (General Provisions) Clause E of this form.

15. ASBESTOS CLEAN UP AND REMOVAL

This policy specifically excludes asbestos materials clean-up or removal, unless asbestos is itself damaged by a peril covered by this policy, then asbestos clean up or removal within the damaged area, and applicable time element coverages, will be covered by this policy.

In no event will coverage be extended to cover undamaged asbestos, including undamaged asbestos in any portion of the building mandated by any governmental direction or request declaring that asbestos material present in any undamaged portion of the Named Insured's property must be removed or modified, or;

any loss or expense including investigation or defense costs, caused by, resulting from, or arising out of asbestos, exposure to asbestos, or any product containing asbestos, or;

any loss or expense normally provided by demolition, increased cost or building ordinance.

The Named Insured must report to Underwriters the existence of the damage as soon as practicable after the loss. However, this Policy does not insure any such damage first reported to the Underwriters more than 36 (thirty six) months after the expiration, or termination, of this policy.

16. PROTECTION AND PRESERVATION OF PROPERTY

In the event of loss likely to be covered by this Policy, the Named Insured shall endeavor to protect covered property from further damage and shall separate the damaged and undamaged personal property and store in the best possible order, and shall furnish a complete inventory of the destroyed, damaged and undamaged property to the Insurer.

In case of actual or imminent physical loss or damage of the type insured against by this Policy, the expenses incurred by the Named Insured in taking reasonable and necessary actions for the temporary protection and preservation of property insured hereunder shall be added to the total physical loss or damage otherwise recoverable under the Policy and be subject to the applicable deductible and without increase in the limit provisions contained in this Policy.

17. LEASEHOLD INTEREST

In the event of physical loss or damage of the type insured against by this Policy to real property of the type insured this Policy, which is leased by the Named Insured, this Policy is extended to cover:

(1) If as a result of such loss or damage the property becomes wholly untenantable or unusable and the lease agreement requires continuation of the rent, the Company shall indemnify the Named Insured for the actual rent payable for the unexpired term of the lease; or

(2) If as a result of such loss or damage the property becomes partially untenantable or unusable and the lease agreement requires continuation of the rent, the Company shall indemnify the Named Insured for the proportion of the rent applicable thereto; or

(3) If as a result of such loss or damage the lease is cancelled by the lessor pursuant to the lease agreement or by operation of law, the Company shall indemnify the Named Insured for its Lease Interest for the first three months following such loss or damage and for its Net Lease Interest for the remaining unexpired term of the lease;

provided, however, that the Company shall not be liable for any increase in the amount recoverable hereunder resulting from the suspension, lapse or cancellation of any license, or from the Named Insured exercising an option to cancel the lease; or from any act or omission of the Named Insured which constitutes a default under the lease; and provided further that the Named Insured shall use any suitable property or service owned or controlled by the Named Insured or obtainable from another source to reduce the loss hereunder.

The following definitions shall apply to this coverage:

(1) Lease Interest means the excess rent paid for the same or similar replacement property over actual rent payable plus cash bonuses or advance rent paid

(including any maintenance or operating charges) for each month during the unexpired term of the Named Insured's lease.

(2) Net Lease Interest means that sum which placed at 8% interest compounded annually would equal the Lease Interest (less any amounts otherwise payable hereunder).

18. AUTOMATIC ACQUISITION AND REPORTING CONDITIONS

This Policy is automatically extended to insure additional property and/or interests as described in this Policy, which may be acquired or otherwise become at the risk of the Named Insured during the Policy Term, within the United States of America, subject to the values of such additional property and/or interests not exceeding USD25,000,000 or Named Insured's Policy Limit of Liability if less than USD25,000,000 any one acquisition. Additionally a sub-limit of $2,500,000 applies to Tier 1 Wind counties, parishes and independent cities for 60 days for the states of Virginia, North Carolina, South Carolina, Georgia, Alabama, Mississippi, Louisiana, Texas and/or situated anywhere within the states of Florida and Hawaii.

If Flood coverage is purchased for all scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V. In the event that coverage for Flood for any location situated in Flood Zones A or V is required, it is to be agreed by the Company prior to attachment hereunder.

This coverage extension does not apply to the peril of Earthquake Shock in the States of California, or Alaska except as follows:

(1) At Policy annual inception, for those Named Insureds that purchase the earthquake shock peril only, per the sub-limit that appears on the Declaration Page, automatic coverage applies for the peril of earthquake shock for a period of 30 days from date of contractual requirement by any bond, certificate of participation or any similar investment, for any new locations where there is such a contractual requirement to provide earthquake shock coverage. Otherwise there is no Automatic Coverage for Earthquake Shock for any other new locations in California or Alaska.

In the event of coverage being required for additional property and/or interest where the value exceeds USD25,000,000 or Named Insured's Policy Limit of Liability if less than USD25,000,000 any one acquisition details of said property and/or interest are to be provided to the Company for its agreement not later than one hundred twenty (120) days from the date of the said additional property and/or interest have become at the risk of the Named Insured, this Policy providing coverage automatically for such period of time up to a maximum limit of USD40,000,000 for combustible construction (USD50,000,000 for non-combustible construction).

After the reporting of a location added under automatic acquisition, the Company retains the right to determine acceptability of all such property(ies). Additional premium will be calculated from the date of acquisition, if values are in excess of USD25,000,000.

In the event that the Named Insured fails to comply with the above reporting provision, then coverage hereunder is sub-limited to USD25,000,000 any one occurrence.

Additional, or return premium due for endorsements issued during the policy term,

such as those for additions or deletions of values within or greater than as that which is provided in any "Automatic Acquisition sub-limit" (including those for existing Named Insureds or new Named Insureds to the Tribal program) will be processed on a quarterly basis. Issuance of the endorsements and calculation of pro-rata or return premium, for these changes will be processed as of, and at the time of the transaction.

19. MISCELLANEOUS UNNAMED LOCATIONS

Coverage is extended to include property at locations (including buildings, or structures, owned, occupied or which the Named Insured is obligated to maintain insurance) located within the territorial limitations set by this Policy. Coverage provided by this clause is limited to any sub-limit noted on the Declaration Page attached to this form, and by terms and conditions of this policy form. This coverage extension does not apply to the peril of Earthquake in the states of California or Alaska. If Flood coverage is purchased for scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V.

20. ACCIDENTAL CONTAMINATION

This Policy is hereby extended to cover Business Interruption and Property Damage loss as a result of accidental contamination, discharge or dispersal from any source to Covered Property, including expenses necessarily incurred to clean up, remove and dispose of contaminated substances so as to restore the Covered Property to the same condition as existed prior to loss. The coverage provided is sub-limited to USD as per Declaration Page.

If such contamination or dispersal is itself caused by fire, lightning, impact from aircraft, explosion, riot, civil commotion, smoke, collapse, vehicles, windstorm, hail, vandalism, malicious mischief or leakage and accidental discharge from automatic fire protective systems whereupon this extension shall provide coverage up to full limit of liability provided by this Policy.

For the purposes of this Accidental Contamination clause only, the term "Covered Property", as covered by this Policy, is held to include Land (and Land Values) on which Covered Property is located, whether or not the same are excluded by this Policy.

It is further understood and agreed that this coverage clause shall not override anything contained in Asbestos Clean Up and Removal in this Policy.

C. PROPERTY NOT COVERED

Except as for that which may be provided as an Extension of Coverage, this policy does not cover:

1. Aircraft, vehicles, watercraft over 50 feet in length (other than watercraft held for sale by the Named Insured), and rolling stock, except scheduled watercraft, and rolling stock, light rail vehicles, subway trains and related track maintenance vehicles for light rail and subway lines.

2. Standing timber, bodies of water, growing crops.

3. Land, (including land on which covered property is located), and land values (except athletic fields, landscaping, artificial turf, sand traps, tees and greens).

4. Property in due course of ocean marine transit.

5. Shipment by mail after delivery into the custody of the United States Post Office.

6. Power transmission lines, feeder lines and more than 1,000 feet from the premises of the Named Insured unless scheduled and specifically approved by the Company.

7. Underground pipes more than 1,000 feet from the premises of the Named Insured unless scheduled and specifically approved by the Company.

8. Offshore property, oilrigs, underground mines, caverns and their contents. Railroad track is excluded unless values have been reported by the Named Insured.

D. LOSS PAYMENT BASIS / VALUATION

In case of loss to property of a Named Insured covered hereunder, the basis of adjustment shall be as of the time and place of loss as follows:

1. On all real and personal property, including property of others in the care or control of the Named Insured at the replacement cost (as defined below) at the time of the loss without deduction for depreciation. If property is not replaced within a reasonable period of time, then the actual cash value shall apply.

2. On improvements and betterments at the replacement cost at time of loss without deduction for depreciation. If property is not repaired or replaced within a reasonable period of time, then the actual cash value shall apply. If replaced or repaired by others for the use of the Named Insured, there shall be no liability hereunder. The Company agrees to accept and consider the Named Insured as sole and unconditional owner of all improvements and betterments, any contract or lease the Named Insured may have made to the contrary notwithstanding.

3. On manuscripts, mechanical drawings, patterns, electronic data processing media, books of accounting and other valuable papers, the full replacement cost of the property at the time of loss (including expenses incurred to recreate the information lost, damaged or destroyed, except as may be limited by any separate policy provision) or what it would then cost to repair, replace or reconstruct the property with other of like kind and quality. If not repaired, replaced or reconstructed within a reasonable period of time, then not to exceed the cost of blank or unexposed material.

4. On antique, restored or historical buildings, the cost of acquisition, relocation to the site and renovation or reconstruction. In the event of a partial loss, replacement cost for antique, restored or historical buildings shall mean the cost of repairing, replacing, constructing or reconstructing (whichever is less) the property on the same site using materials of like kind and quality necessary to preserve or maintain a buildings' historical significance without deduction for depreciation.

5. On property of others for which the Named Insured is liable under contract or lease agreement the Company's liability in the event of loss is limited to the Named Insured's obligation as defined in said contract or lease agreement but not to exceed the replacement cost.

6. On library contents, at replacement cost, or as follows, whichever is greater:

Category	**Value (per item)**	
Juvenile Materials	USD	49.62
Pamphlets	USD	6.38
Magazines	USD	12.87
Fiction	USD	24.00
Non-Fiction	USD	86.40
Dictionary	USD	125.75
Encyclopedia	USD	300.96
Thesaurus	USD	46.42
Reference (other)	USD	120.77
Abstracts	USD	295.74
Textbook	USD	109.40
Art Books	USD	65.16
Film	USD	290.15
Book/Diskette	USD	109.54
Vinyl Records	USD	87.50
DVD/VHS	USD	58.03
Audio Cassette	USD	31.91
Compact Discs	USD	25.47
CD ROM	USD	41.21
Audio Books	USD	78.05
Medical Atlas	USD	186.47
Technical Law	USD	158.24
Nanotechnology	USD	182.73
Biotechnology	USD	172.90

The above valuation is predicated on the values provided by the Library of Congress Dewey Decimal system and adjusted for inflation.

The figures above do not include the "shelving cost" of each book. Therefore, the formula for adjusting a library contents loss is:

"Number of items in a category that are replaced multiplied by the valuation figure plus associated shelving costs".

The actual cost per item in the final adjustment is to be computed as of the time and place of loss or damage.

7. Animals: The stated value as per schedule on file with the Named Insured.

8. Landscaping, artificial turf, sand traps, tees, putting greens and athletic fields; the actual replacement cost of sod, shrubs, sand, plants and trees; however the Company's liability for replacement of trees, plants and shrubs will be limited to the actual size of the destroyed plant, tree or shrub at the time of the loss up to a maximum size of 25 gallons per item but not to exceed USD 25,000 per item.

   For the purpose of determining coverage under this policy landscaping, trees, plants and shrubs are only insured if their position and planting was undertaken by human agency for cosmetic effect.

The aforementioned valuations shall also be used for the purpose of any minimum earned premium and/or quarterly adjustments incurred.

Wherever the term "actual cash value" is used as respects real property or improvements and betterment's in this clause, or elsewhere herein, it shall mean replacement cost less depreciation.

"Replacement Cost" shall mean the cost of repairing, replacing, constructing or reconstructing (whichever is the least) the property on the same site, using new materials of like kind and quality and for like occupancy without deduction for depreciation, subject to the following:

(i) Until the property is actually repaired, replaced or reconstructed, the maximum amount recoverable shall be the actual cash value of the lost or damaged property;

(ii) Replacement shall be effected by the Named Insured with due diligence and dispatch;

(iii) Replacement need not be on same site, or of same or similar construction or occupancy provided that the Company shall not be liable for any additional costs that are directly attributable to the inclusion of this provision.

(iv.) For historical buildings as more specifically defined in this Section.

(v.) In no event shall the Company's liability exceed the amount actually and necessarily expended in repairing or replacing (whichever is less) Covered Property or any part thereof.

It is understood and agreed that as respects replacement cost, the Named Insured shall have the option of replacement with electrical and mechanical equipment having technological advantages and/or representing an improvement in function and/or forming part of a program of system enhancement provided that such replacement can be accomplished without increasing the Company's liability. The Company shall be allowed to dispose of, as salvage, any non-proprietary property deemed unusable by the Named Insured.

In the event the Named Insured should fail to comply with any of the foregoing provisions settlement shall be made as if this Replacement Cost provision had not been in effect.

SECTION III

BUSINESS INTERRUPTION, EXTRA EXPENSE & RENTAL INCOME

Subject to the terms, conditions and exclusions stated elsewhere herein, this Policy provides coverage for:

A. COVERAGE

1. BUSINESS INTERRUPTION

Against loss resulting directly from interruption of business, services or rental value caused by direct physical loss or damage, as covered by this Policy to real and/or personal property insured by this Policy, occurring during the term of this Policy.

In the event of such loss or damage the Company shall be liable for the actual loss sustained by the Named Insured for gross earnings as defined herein and rental value as defined herein resulting from such interruption of business, services, or rental value; less all charges and expenses which do not necessarily continue during the period of restoration. Due consideration shall be given to the continuation of normal charges and expenses including ordinary payroll expenses to the extent necessary to resume operations of the Named Insured with the same quality of service which existed immediately preceding the loss.

Ordinary payroll means payroll expenses for the Named Insured's employees EXCEPT: officers, executives, department managers, employees under contract, or additional exemptions such as specific job classes or specific employees. Ordinary payroll expenses does include payroll, employee benefits (if directly related to payroll), FICA (employers portion), union dues, and workers' compensation premiums.

With respect to business interruption for power generation facilities, the coverage provided hereunder is sub-limited to USD as per Declaration Page.

2. EXTRA EXPENSE

This Policy is extended to cover the necessary and reasonable extra expenses occurring during the term of this Policy at any location as hereinafter defined, incurred by the Named Insured in order to continue as nearly as practicable the normal operation of the Named Insured's business following damage to or destruction of covered property by a covered peril which is on premises owned, leased or occupied by the Named Insured. In the event of such damage or destruction, the Company shall be liable for such necessary extra expense incurred for only such length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair or replace such part of the property as has been damaged or destroyed commencing with the date of damage or destruction and not limited by the date of expiration of this Policy (hereinafter referred to as the period of restoration).

B. EXTENSIONS OF COVERAGE

1. INGRESS / EGRESS

This Policy is extended to insure the actual loss sustained during the period of time not exceeding 30 days, when as a direct result of physical loss or damage caused by a covered peril(s) specified by this Policy and occurring at property located within a 10 mile radius of covered property, ingress to or egress from the covered property covered by this Policy is prevented. Coverage under this extension is subject to a 24-hour waiting period.

2. INTERRUPTION BY CIVIL AUTHORITY

This Policy is extended to include the actual loss sustained by the Named Insured, as covered hereunder during the length of time, not exceeding 30 days, when as a direct result of damage to or destruction of property by a covered peril(s) occurring at a property located within a 10 mile radius of covered property, access to the covered property is specifically prohibited by order of a civil authority. Coverage under this extension is subject to a 24-hour waiting period.

3. DEMOLITION AND INCREASED TIME TO REBUILD

The Company shall, in the case of loss covered under this Policy, be liable also for loss to the interest covered by the Policy, occasioned by the enforcement of any local or state ordinance or law regulating the construction, repair or demolition of buildings or structures and in force at the time such loss occurs, which necessitates the demolition of any portion of the described building(s) not damaged by the covered peril(s). The Company shall also be liable for loss due to the additional period of time required for repair or reconstruction in conformity with the minimum standards of such ordinance or law of the building(s) described in this Policy damaged by a covered peril.

THE COMPANY SHALL NOT BE LIABLE UNDER THIS CLAUSE FOR:

a. More than the limit of liability as shown elsewhere in this Policy.

b. Any greater proportion of any loss to the interest covered by this Policy than the amount covered under this Policy on said interest bears to the total insurance and coverage on said interest, whether all such insurance contains this clause or not

4. CONTINGENT TIME ELEMENT COVERAGE

Business interruption, rental income, and extra expense coverage provided by this Policy is extended to cover loss directly resulting from physical damage to property of the type not otherwise excluded by this Policy at direct supplier or direct customer locations that prevents a supplier of goods and/or services to the Named Insured from supplying such goods and/or services, or that prevents a recipient of goods and/or services from the Named Insured from accepting such goods and/or services. The coverage provided by this clause separately as respects each of these coverage's is sub-limited to USD as per Declaration Page.

5. TAX REVENUE INTERRUPTION

Except as hereinafter or heretofore excluded, this Policy insures against loss resulting directly from necessary interruption of sales, property or other tax revenue including, but not limited to Tribal Incremental Municipal Services Payments collected by or due the Named Insured caused by damage, or destruction by a peril not excluded from this Policy to property which is not operated by the Named Insured and which wholly or partially prevents the generation of revenue for the account of the Named Insured.

The Company shall be liable for the actual loss sustained for only the length of time as would be required with exercise of due diligence and dispatch to rebuild, replace or repair the contributing property commencing with the date of damage to the contributing property, but not limited by the expiration date of this Policy.

If the Named Insured has reported Tax Revenue Interruption values for which premium has been charged, such loss recovery after deductible shall be limited to whichever is the least of:

1. The sub-limit USD3,000,000 insured on the Policy;
2. The actual loss sustained.
3. The difference in amount between 97.5% of the anticipated revenue and the actual total revenue after the loss.

If the Named Insured has not reported Tax Revenue Interruption values, such loss recovery after deductible shall be limited to whichever is the least of:

1. The actual loss sustained;
2. USD100,000 per occurrence.

DEDUCTIBLE: Each loss or series of losses arising out of one event at each location shall be adjusted separately and from the aggregate amount of all such losses 2.50% of the annual revenue value shall be deducted.

6. EXTENDED PERIOD OF INDEMNITY

Business interruption including rental income, tax interruption, tuition income and extra expense coverage provided by this Policy is extended for the additional length of time required to restore the business of the Named Insured to the condition that would have existed had no loss occurred commencing on either;

a. the date on which the Company's liability would otherwise terminate or;

b. the date on which rebuilding, repairing or replacement of such property as has been lost, damaged or destroyed is actually completed, whichever is later.

The Company's liability shall terminate no later than **180 (one hundred and eighty) days** from the commencement date set forth above, unless a different time period is agreed to by the Company through an endorsement to this policy.

7. EXPENSES TO REDUCE LOSS

This Policy also covers such expenses as are necessarily incurred for the purpose of reducing loss under this section (except incurred to extinguish a fire); but in no event to exceed the amount by which loss is thereby reduced.

C. EXCLUSIONS

1. The Company shall not be liable for any increase of loss which may be occasioned by the suspension, lapse, or cancellation of any lease or license, contract or order, unless such suspension, lapse, or cancellation results directly from the interruption of business caused by direct physical loss or damage covered by this policy and, then the Company shall only be liable for such loss as affects the Named Insured's earnings during and limited to, the period of indemnity covered under this Policy.

2. With respect to loss resulting from damage to or destruction of media for, or programming records pertaining to, electronic data processing or electronically controlled equipment, including data thereon, by the perils insured against, the length of time for which the Company shall be liable hereunder shall not exceed:

   i. Thirty (30) consecutive calendar days or the time required with exercise of due diligence and dispatch to reproduce the data thereon from duplicates or from originals of the previous generation, whichever is less; or,

   ii. the length of time that would be required to rebuild, repair or replace such other property herein described as has been damaged or destroyed, but not exceeding eighteen (18) calendar months, whichever is the greater length of time.

D. CONDITIONS APPLICABLE TO THIS SECTION

If the Named Insured could reduce the loss resulting from the interruption of business:

1. by complete or partial resumption of operation of the property whether or not such property be lost or damaged, or;
2. by making use of merchandise or other property at the Named Insured's location or elsewhere;

such reduction shall be taken into account in arriving at the amount of the loss hereunder.

E. DEFINITIONS

1. GROSS EARNINGS

"Gross Earnings" is defined as the sum of:

a. total net sales and;

b. other earnings derived from the operation of the business

less the cost of;

c. merchandise sold including packaging materials and;

d. materials and supplies consumed directly in supplying the service(s) sold by the Named Insured, and;

e. service(s) purchased from outside (not employees of the Named Insured) for resale that does not continue under contract.

No other cost shall be deducted in determining gross earnings.

In determining gross earnings, due consideration shall be given to the experience of the business before the date of loss or damage and the probable experience thereafter, had no loss occurred.

In the event that Real and/or Personal Property that does not normally produce an income sustain damage covered under this policy, the actual recovery under this policy shall be the continuing fixed charges and expenses directly attributable to such non-productive property.

2. MERCHANDISE

Shall be understood to mean, goods kept for sale by the Named Insured, which are not the products of manufacturing operations conducted by the Named Insured.

3. EXTRA EXPENSE

The term "extra expense", whenever used in this Policy, is defined as the excess (if any) of the total cost incurred during the period of restoration chargeable to the operation of the Named Insured's business over and above the total cost that would normally have been incurred to conduct the business during the same period had no damage or destruction occurred. Any salvage value of property obtained for temporary use during the period of restoration, which remains after the resumption of normal operations, shall be taken into consideration in the adjustment of any loss hereunder.

4. RENTAL VALUE

The term "rental value" is defined as the sum of:

a. the total anticipated gross rental income from tenant occupancy as furnished and equipped by the Named Insured, and;

b. the amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be obligations of the Named Insured, and;

c. the fair rental value of any portion of said property which is occupied by the Named Insured, and;

d. any amount in excess of a., b. and c. (above) which an obligation due under the terms and conditions of any revenue bond, certificate of participation or other financial instrument.

In determining rental value, due consideration shall be given to the experience before the date of loss or damage and the probable experience thereafter had no loss occurred.

5. PERIOD OF RESTORATION

The period during which business interruption and or rental interruption applies will begin on the date direct physical loss occurs and interrupts normal business operations and ends on the date that the damaged property should have been repaired, rebuilt or replaced with due diligence and dispatch, but not limited by the expiration of this policy.

SECTION IV
GENERAL CONDITIONS

A. PERILS COVERED

Subject to the terms, conditions and exclusions stated elsewhere herein, this Policy provides insurance against all risk of direct physical loss or damage occurring during the period of this Policy.

B. EXCLUSIONS

This Policy does not insure against any of the following:

1. Loss or damage caused by or resulting from moths, vermin, termites, or other insects, inherent vice, latent defect, faulty materials, error in design, faulty workmanship, wear, tear or gradual deterioration, rust, corrosion, wet or dry rot, unless physical loss or damage not otherwise excluded herein ensues and then only for such ensuing loss, or damage.

2. Physical loss or damage by normal settling, shrinkage or expansion in building or foundation.

3. Delay or loss of markets (this exclusion shall be inapplicable to the extent inconsistent with any time element coverage provided elsewhere herein).

4. Breakdown or derangement of machinery and/or steam boiler explosion, unless physical loss or damage not otherwise excluded herein ensues and then only for such ensuing loss.

5. Loss or damage caused by or resulting from misappropriation, conversion, inventory shortage, unexplained disappearance, infidelity or any dishonest act on the part of the Named Insured, it's employees or agents or others to whom the property may be entrusted (bailees and carriers for hire excepted) or other party of interest.

6. Loss or damage caused by or resulting from electrical injury or disturbance from artificial causes to electrical appliances, devices of any kind or wiring, unless physical loss or damage not otherwise excluded herein ensues and then only for such ensuing loss. This exclusion does not apply to data processing equipment or media.

7. Loss or damage to personal property resulting from shrinkage, evaporation, loss of weight, leakage, breakage of fragile articles, marring, scratching, exposure to light or change in color, texture or flavor, unless such loss is caused directly by fire or the combating thereof, lightning, windstorm, hail, explosion, strike, riot, or civil commotion, aircraft, vehicles, breakage of pipes or apparatus, sprinkler leakage, vandalism and malicious mischief, theft, attempted theft, flood or earthquake shock. (Earthquake Shock, and Flood, in the states of Alaska or California shall only apply to locations that are scheduled for Earthquake Shock and Flood).

8. Loss or damage caused by rain, sleet or snow to personal property in the open (except in the custody of carriers or bailees for hire).

9. Loss caused directly or indirectly, by:

   a. War, hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack

      i. by any government or sovereign power (de jure or de facto), or by any Authority maintaining or using military, naval or air forces; or
      ii. by military, naval or air forces; or
      iii. by an agent of any such government, power, authority or forces;

   b. any weapon of war employing atomic fission or radioactive force whether in time of peace or war;

   c. insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental Authority or hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

10. Nuclear reaction or nuclear radiation or radioactive contamination from any cause, all whether direct or indirect, controlled or uncontrolled, proximate or remote, or is contributed to or aggravated by a Covered Cause of Loss. However:

   a. If fire not otherwise excluded results, the Company shall be liable for the direct physical loss or damage by such resulting fire, but not including, any loss or damage due to nuclear reaction, nuclear radiation, or radioactive contamination, and

   b. This Policy does insure against physical loss or damage caused by sudden and accidental radioactive contamination, including resultant radiation damage, from material used or stored or from processes conducted on the Named Insured premises, provided that, at the time of such loss or damage, there is neither a nuclear reactor nor any new or used nuclear fuel on the Named Insured premises

11. As respects course of construction, the following exclusions shall apply:

   a. The cost of making good: faulty or defective workmanship, materials, construction and/or design, but this exclusion shall not apply to damage by a peril not excluded resulting from such faulty or defective workmanship, materials, construction and/or design.

   b. The cost of non-compliance of, or delay in completion of contract.

   c. The cost of non-compliance with contract conditions.

   d. Contractors' equipment or tools not a part of or destined to become a part of the installation.

12. Loss or damage caused by Earthquake Shock unless a limit is shown on the Declarations for Earthquake Shock this exclusion will apply.

13. Loss or damage caused by Flood unless a limit is shown on the Declarations for Flood this exclusion will apply.

14. Loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

    a) the recognition, interpretation, calculation, comparison, differentiation, sequencing or processing of data involving one or more dates or times, by any computer system, hardware, program or software, or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Named Insured or not; or

    b) any change, alteration, correction or modification involving one or more dates or times, to any such computer system, hardware, program or software, or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Named Insured or not.

    Except as provided in the next paragraph, this Electronic Date Recognition Clause shall apply regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

    If direct physical loss or damage not otherwise excluded by this Policy results, then subject to all its terms and conditions, this Policy shall be liable only for such resulting loss or damage. Such resulting loss or damage shall not include physical loss or damage to data resulting directly from a) or b) above, nor the cost, claim or expense, whether preventative, remedial, or otherwise, arising out of or relating to any change, alteration, correction or modification relating to the ability of any damaged computer system, hardware, program or software, or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment to recognize, interpret, calculate, compare, differentiate sequence or process any data involving one or more dates or times.

15. Loss or damage in the form of, caused by, arising out of, contributed to, or resulting from fungus, mold(s), mildew or yeast; or any spores or toxins created or produced by or emanating from such fungus, mold(s), mildew or yeast;

    a) fungus includes, but is not limited to, any of the plants or organisms belonging to the major group fungi, lacking chlorophyll, and including mold(s), rusts, mildews, smuts and mushrooms;

    b) mold(s) includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce mold(s);

    c) spores means any dormant or reproductive body produced by or arising or emanating out of any fungus, mold(s), mildew, plants, organisms or microorganisms,

regardless of any other cause or event that contributes concurrently or in any sequence to such loss.

This exclusion shall not apply to any loss or damage in the form of, caused by, contributed to or resulting from fungus, mold(s), mildew or yeast, or any spores or toxins created or produced by or emanating from such fungus, mold(s), mildew or yeast which the Insured establishes is a direct result of a Covered Loss not otherwise excluded by the Policy, provided that such fungus, mold(s), mildew or yeast loss or damage is reported to the Company within twelve months from the expiration date of the Policy. Notwithstanding Section IV, Item R., Other Insurance, coverage provided under this paragraph shall apply as primary. Nothing herein contained shall be held to waive, vary, alter or extend any condition or provision of the policy other than as above stated.

16. Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

17. The following additional exclusions apply to animals covered under this Policy:

    a. Death of any animal(s) from natural causes.

    b. Death of any animal(s) that dies from an unknown cause unless:

        i. upon the death of such animal a post-mortem examination conducted on the animal by a licensed veterinarian, and if
        ii. the veterinarian's post-mortem report shows the cause of death to clearly fall within the coverages of this Policy.

    c. Death of any animal(s) as a result of surgical operation, including inoculation, unless the necessity for same arises from a loss otherwise covered by this Policy.

    d. The death or destruction of any animal(s) caused by, resulting from, or made necessary by physical injury caused by or resulting from the activities of the injured animal or other animals unless such death or destruction is the result of a loss otherwise covered by this Policy.

    e. The death of any animal(s) caused directly or indirectly by the neglect or abuse of the Named Insured, his agent, employees or bailees (carriers for hire excepted) unless such death is a result of a loss otherwise covered by this Policy.

    f. The loss by death of any animal(s) as a result of parturition or abortion.

    g. Loss resulting from depreciation in value caused by any animal(s) covered hereunder becoming unfit for or incapable of filling the function or duties for which it is kept, employed or intended unless such depreciation is a result of a loss otherwise covered by this Policy.

    h. Loss by destruction of any animal(s) on the order of the federal or any state government, or otherwise as a result of having contracted or been exposed to any contagious or communicable disease.

i. The removal or disposal of the remains of any animal(s) or the expense thereof unless such removal or disposal is the result of a loss otherwise covered by this Policy.

j. The loss of any animal(s) that has been unnerved (the term "unnerved" to be considered as meaning the operation of neurotomy for lameness.)

k. Any claim consequent upon delay, deterioration, or loss of use or loss of market arising from an event covered by this Policy.

18. Loss, damage, costs or expenses in connection with any kind or description of seepage and/or pollution and/or contamination, direct or indirect, arising from any cause whatsoever. Except as provided in Section II Property Damage, B. Extension of Coverage, 21. Accidental Contamination.

Nevertheless if fire is not excluded from this Policy and a fire arises directly or indirectly from seepage and/or pollution and/or contamination, any loss or damage covered under this Policy arising directly from that fire shall, (subject to the terms, conditions and limitations of the Policy) be covered.

However, if the covered property is the subject of direct physical loss or damage for which the Company has paid or agreed to pay, then this Policy (subject to its terms, conditions and limitations) insures against direct physical loss or damage to the property covered hereunder caused by resulting seepage and/or pollution and/or contamination.

The Named Insured shall give notice to the Company of intent to claim **NO LATER THAN TWELVE (12) MONTHS AFTER THE DATE OF THE ORIGINAL PHYSICAL LOSS OR DAMAGE.**

Notwithstanding the provisions of the preceding exclusions or any provision respecting seepage and/or pollution and/or contamination, and/or debris removal and/or cost of clean up in the Policy, in the event of direct physical loss or damage to the property covered hereunder, this Policy (subject otherwise to its terms, conditions and limitations, including but not limited to any applicable deductible) also insures, within the sum covered:

(a) expenses reasonably incurred in removal of debris of the property hereunder destroyed or damaged from the premises of the Named Insured; and/or;
(b) cost of clean up at the premises of the Named Insured made necessary as a result of such direct physical loss or damage;

PROVIDED that this Policy does not insure against the costs of decontamination or removal of water, soil or any other substance on or under such premises.

19. **AUTHORITIES EXCLUSION**

Fines, penalties or cost incurred or sustained by the Named Insured or imposed on the Named Insured at the order of any Government Agency, Court or other Authority, in connection with any kind or description of environmental impairment including seepage or pollution or contamination from any cause.

20. The following exclusion applies to Terrorism:

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

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

C. STATUTES

If any of the articles of this Policy conflict with the laws or statutes of any jurisdictions in which this Policy applies this Policy is amended to conform to such laws or statutes.

D. TERRITORIAL LIMITS

This Policy insures Real and Personal Property within the United States of America. Personal Property is extended to Worldwide coverage. The coverage provided by this clause for Personal Property is sub-limited to USD as per Declaration Page.

E. REINSTATEMENT

Any reduction in the amount insured hereunder due to payment of any loss or losses shall be automatically reinstated for the balance of the term of this contract except as respects to the perils of Earthquake Shock and Flood.

F. FREE ON BOARD (F.O.B.) SHIPMENTS

The Company shall be liable for the interest of the Named Insured at sole option of the Named Insured, the interest of the consignee in merchandise, which has been sold by the Named Insured under terms of F.O.B. point of origin or other terms usually regarded as terminating shippers' responsibility short of point of delivery.

G. BREACH OF CONDITIONS

If any breach of a clause, condition or warranty of this Policy shall occur prior to a loss affected thereby under this Policy, such breach shall not void the Policy nor avail the Company to avoid liability unless such breach shall exist at the time of such loss under this contract or Policy, and be a contributing factor to the loss for which claim is presented hereunder, it being understood that such breach of clause or condition is applicable only to the property affected thereby. Notwithstanding the foregoing, if the Named Insured establishes that the breach, whether contributory or not, occurred without its knowledge or permission or beyond its control, such breach shall not prevent the Named Insured from recovering under this Policy.

H. PERMITS AND PRIVILEGES

Anything in the printed conditions of this Policy to the contrary notwithstanding, permission is hereby granted:

1. to maintain present hazards and hazards which are consistent with the current operation of insured facilities;
2. to make additions, alterations, extensions, improvements and repairs, to delete, demolish, construct and reconstruct, and also to include all materials, equipment and supplies incidental to the foregoing operations of the property covered hereunder, while in, on and/or about the premises or adjacent thereto;
3. for such use of the premises as usual and/or incidental to the business as conducted therein and to keep and use all articles and materials usual and/or incidental to said business in such quantities as the exigencies of the business require;

This Policy shall not be prejudiced by:

1. any error in stating the name, number, street, or location of any building(s) and contents covered hereunder, or any error or omission involving the name or title of the Named Insured;
2. any act or neglect of the owner of the building, if the Named Insured hereunder is not the owner, or of any occupant of the within described premises other than the Named Insured, when such act or neglect is not within the control of the Named Insured, named herein; or
3. by failure of the Named Insured to comply with any of the warranties or conditions endorsed hereon in any portion of the premises over which the Named Insured has no control.

I. PROTECTIVE SAFEGUARDS

The Named Insured shall exercise due diligence in maintaining in complete working order all protective safeguard equipment and services.

J. NOTICE OF LOSS

In the event of loss or damage insured against under this Policy, the Named Insured shall give notice thereof to Tribal First, P.O. Box 609015, San Diego, CA 92160, Phone: 858-505-4022, Fax: 619-699-0929, of such loss. Such notice is to be made as soon practicable upon knowledge within the risk management or finance division of the insured that a loss has occurred.

K. ARBITRATION OF VALUE

In case the Named Insured and the Company shall fail to agree as to the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraisers selected. The appraiser shall first select a competent and disinterested umpire, and failing to agree upon such umpire, then, on request of the Named Insured or the Company such umpire shall be selected by judge of a court of record in the state in which the property covered is located.

The appraisers shall as soon as practicable, appraise the loss stating separately the loss of each item and failing to agree, shall submit their differences only to the umpire. An award in writing so itemized, of any two appraisers when filed with the Company shall determine the amount of loss. The party selecting him shall pay each appraiser and the expenses of appraisal and umpire shall be paid by the parties equally.

L. PROOF OF LOSS

The Named Insured shall render a signed and sworn proof of loss as soon as practical after the occurrence of a loss, stating the time, place and cause of loss, the interest of the Named Insured and of all others in the property, the value thereof and the amount of loss or damage thereto.

M. SUBROGATION

In the event of any loss payment under this Policy, the Company, shall be subrogated to all the Named Insured's rights of recovery thereof against any person or organization and the Named Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights.

As respects subrogation it is agreed that, after expenses incurred in subrogation are deducted, the Named Insured and the Company shall share proportionately to the extent of their respective interests as determined by the amount of their net loss. Any amount thus found to be due to either party from the other shall be paid promptly.

Notwithstanding the above wording, the Named Insured has the right to enter into an agreement that releases or waives the Named Insured's right to recovery against third parties responsible for the loss if made before the loss occurred.

N. CANCELLATION

This Policy may be cancelled by the Named Insured at any time by written notice or surrender of this Policy. This Policy may also be cancelled by or on behalf of the Company by delivering to the Named Insured or by mailing to the Named Insured, by registered, certified or other first class mail at the Named Insured's address as shown in this Policy, written notice, not less than ninety (90) days prior to the effective date of cancellation. The mailing of such notice as aforesaid shall be sufficient proof and this Policy and shall terminate at the date and hour specified in such notice. Notwithstanding what has been stated above, however, should this Policy be cancelled for non-payment of assessment, the Company shall only be required to give the Named Insured ten (10) days notice.

If this insurance in total shall be cancelled by the Named Insured, the Company shall retain the customary short rate proportion of the premium hereon. If the Company elects to cancel coverage mid-term, then such cancellation shall be handled on a pro-rata basis without short rate penalty.

In the event of cancellation the aggregate retention and specific limit amount shall be applied pro rata with the balance, if any, to be paid to the Named Insured.

Payment or tender of any unearned premium by the Company shall not be condition precedent to the effectiveness of cancellation but such payment shall be made forthwith.

Cancellation shall not affect coverage on any shipment in transit on date of cancellation. Coverage will continue in full force until such property is safely delivered and accepted at place of final destination.

It is understood and agreed that if the Named Insured cancels this Policy, the Policy is subject to 25% minimum earned premium regardless of the length of time coverage is in force.

O. ABANDONMENT

There shall be no abandonment to the Company of any property.

P. ASSIGNMENT

Assignment or transfer of this Policy shall not be valid except with the written consent of the Company.

Q. SALVAGE

When, in connection with any loss hereunder, any salvage is received prior or subsequent to the payment of such loss, the loss shall be figured on the basis on which it would have been settled had the amount of salvage been known at the time the loss was originally determined. The salvage value will be deducted from the claim or returned to the Company.

R. OTHER INSURANCE

Permission is hereby granted to the Named Insured to carry more specific insurance on any property covered under this Policy. This Policy shall not attach or become insurance upon any property which at the time of loss is more specifically described and covered under any other policy form until the liability of such other insurance has first been exhausted and shall then cover only the excess of value of such property over and above the amount payable under such other insurance, whether collectible or not. This Policy, subject to its conditions and limitations, shall attach and become insurance upon such property as respects any peril not covered by such other insurance and not otherwise excluded herein.

In the event of a loss that is covered by other insurance, wherein this Policy is excess of any amount paid by such other insurer, the other insurance shall be applied to the deductible amount stated elsewhere. Should the amount paid by such other insurance exceed these deductibles, no further deductibles shall be applied under this Policy.

S. EXCESS INSURANCE

Permission is granted for the Named Insured to maintain excess insurance over the limit of liability set forth in this Policy without prejudice to this Policy and the existence of such insurance, if any, shall not reduce any liability under this Policy. Also it is understood and agreed as respects earthquake shock or flood, that in the event of reduction or exhaustion of the aggregate limits of liability under the underlying Policy(s) by reason of loss(es) hereunder, this Policy shall:

1. in the event of reduction, pay out excess of the reduced underlying limit and
2. in the event of exhaustion, continue in force as the underlying Policy.

T. RIGHT TO REVIEW RECORDS FOLLOWING AN INSURED LOSS

The Named Insured as often as may be reasonably required, shall submit and so far as within their power, cause all other persons interested in the property or employees to submit to examination under oath by any person named by the Company relative to any and all matters in connection with a claim, and produce for examination all books of account, bills, invoices and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Company or their representatives and shall permit extracts and copies thereof to be made.

U. CONCEALMENT AND FRAUD

This entire Policy shall be void, if whether before or after a loss, the Named Insured has willfully concealed or misrepresented any material facts or circumstance concerning this Policy of the subject thereof, or the interest of the Named Insured therein, or in case of any fraud or false swearing by the Named Insured relating thereto.

V. FULL WAIVER

The terms and conditions of this form and any approved endorsements, supersede any policy jacket that may be attached hereto.

W. SUIT AGAINST COMPANY

No suit, action or proceeding for the recovery of any claim under this Policy shall be sustainable in any court of law or equity unless the Named Insured shall have complied with all the requirements of this Policy, nor unless the suit is commenced within twelve (12) months after the date that the Company has made its final offer of settlement or denial of the loss. However, that if under the laws of the jurisdiction in which the property is located such limitation is invalid, then any such claims shall be void unless such action, suit or proceedings be commenced within the shortest limit of time permitted by the laws of such jurisdiction.

X. JOINT LOSS ADJUSTMENT – BOILER & MACHINERY

In the event of damage to or destruction of property, at a location designated in this Policy and also designated in a boiler and machinery insurance policy, and there is a disagreement between the Company and the Named Insured with respect to:

(1) Whether such damage or destruction was caused by a peril covered against by this Policy or by an accident covered against by such boiler and machinery insurance policy(ies) or

(2) The extent of participation of this Policy and of such boiler and machinery insurance policy in a loss that is covered against, partially or wholly, by one or all of said policy(ies).

The Company shall, upon written request of the Named Insured, pay to the Named Insured one-half of the amount of the loss which is in disagreement, but in no event more than the Company would have paid if there had been no boiler and machinery insurance policy(ies) in effect, subject to the following conditions:

(1) The amount of loss which is in disagreement after making provisions for any undisputed claims payable under the said policy(ies) and after the amount of the loss is agreed by the Named Insured and the Boiler and Machinery Insurer and the Company is limited to the minimum amount remaining payable under either the boiler and machinery insurance policy(ies).

(2) The boiler and machinery insurer(s) shall simultaneously pay to the Named Insured, one-half of the said amount, which is in disagreement.

(3) The payments by the Company and acceptance of the same by the Named Insured signify the agreement of the Company to submit to and proceed with arbitration within ninety (90) days of such payments:

The arbitrators shall be three (3) in number, one of whom shall be appointed by the boiler insurer(s) and one of whom shall be appointed by the Company hereon and the third appointed by consent of the other two, and the decision by the arbitrators shall be binding on the insurer(s) and the Named Insured and that judgment upon such award may be entered in any court of competent jurisdiction.

(4) The Named Insured agrees to cooperate in connection with such arbitration but not to intervene therein.

(5) This agreement shall be null and void unless the Policy of the boiler and machinery Insurer is similarly endorsed.

In no event shall an Insurer be obligated to pay more than their total single limit.

Y. JOINT LOSS ADJUSTMENT – EXCESS PROPERTY

In the event of damage to or destruction of property at a location designated in this Policy and also designated in an excess insurance policy(ies) and if there is disagreement between the insurers with respect to:

(1) whether such damage or destruction was caused by a single event or by multiple events or;

(2) the extent of participation of this Policy and any excess insurance policy in a loss covered against partially or wholly, by one of said Policy or policy(ies).

The Company shall, upon written request of the Named Insured, pay to the Named Insured one-half of the amount of the loss which is in disagreement, but in no event more than the Company would have paid if there had been no excess insurance or policy(ies) in effect, subject to the following conditions:

(1) the amount of loss which is in disagreement after making provisions for any undisputed claims payable under the said policy(ies) and after the amount of the loss is agreed by the Named Insured and the Company is limited to the minimum amount remaining payable under either the primary insurance policy or excess insurance policy(ies);

(2) the excess insurers shall simultaneously pay to the Named Insured one-half of the said amount which is in disagreement; and,

(3) the payments by the Company hereunder and acceptance of the same by the Named Insured signify the agreement of the Company to submit to and proceed with arbitration within ninety (90) days of such payments.

The arbitrators shall be three (3) in number, one of whom shall be appointed by the excess insurer(s) and one of whom shall be appointed by the Company and the third appointed by consent of the other two, and the decision by the arbitrators shall be binding on the Company and the Named Insured, and that judgment upon such award may be entered in any court of competent jurisdiction.

(4) The Named Insured agrees to cooperate in connection with such arbitration but not to intervene therein.

Z. LENDER'S LOSS PAYABLE

The following provisions (or equivalent) apply as required by "mortgages" and "lenders" to whom certificates of coverage have been issued.

1. Loss or damage, if any, under this policy, shall be paid to the Payee named on the first page of this policy, its successors and assigns, hereinafter referred to as "the Lender," in whatever form or capacity its interests may appear and whether said interest be vested in said Lender in its individual or in its disclosed or undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said Lender.

2. The insurance under this policy, or any rider or endorsement attached thereto, as to the interest only of the Lender, its successors and assigns, shall not be invalidated nor suspended: (a) by any error, omission, or change respecting the ownership, description, possession, or location of the subject of the insurance or the interest therein, or the title thereto; (b) by the commencement of foreclosure proceedings or the giving of notice of sale of any of the property covered by this policy by virtue of any mortgage or trust deed; (c) by any breach of warranty, act, omission, neglect, or non-compliance with any of the provisions of this policy, including any and all riders now or hereafter attached thereto, by the Named Insured, the borrower, mortgagor, trustor, vendee, owner, tenant, warehouseman, custodian, occupant, or by the agents of either or any of them or by the happening of any event permitted by them or either of them, or their agents, or which they failed to prevent, whether occurring before or after the attachment of this endorsement, or whether before or after a loss, which under the provisions of this policy of insurance or of any rider or endorsement attached thereto would invalidate or suspend the insurance as to the Named Insured, excluding here from, however, any acts or omissions of the Lender while exercising active control and management of the property.

3. In the event of failure of the Named Insured to pay any premium or additional premium which shall be or become due under the terms of this policy or on account of any change in occupancy or increase in hazard not permitted by this policy, the Company agrees to give written notice to the Lender of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lender hereunder that the Lender when so notified in writing by this Company of the failure of the Named Insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefore. If the Lender shall decline to pay said premium or additional premium, the rights of the Lender under this Lender's Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lender.

4. Whenever the Company shall pay to the Lender any sum for loss or damage under this policy and shall claim that as to the Named Insured no liability therefore exists, the Company, at its option, may pay to the Lender the whole principal sum and interest and other indebtedness due or to become due from the Named Insured, whether secured or unsecured, (with refund of all interest not accrued), and the Company, to the extent of such payment, shall thereupon receive a full assignment and transfer, without recourse, of the debt and all rights and securities held as collateral thereto.

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

For covered property in which both insured and a Loss Payee shown in the Schedule or in the Declaration Page have an insurable interest, the Company will:

1. Adjust losses with the Named Insured; and

2. Pay any claim for loss or damage jointly to the Named Insured and the Loss Payee, as interests may appear.

B. LENDER'S LOSS PAYABLE

1. The Loss Payee shown in the Schedule or in the Declaration Page is a creditor, including a mortgage holder or trustee, whose interest in Covered Property is established by such written instruments as:

   a. Warehouse receipts;
   b. A contract for deed;
   c. Bills of lading;
   d. Financing statements; or
   e. Mortgages, deeds of trust or security agreements.

2. For Covered Property in which both the Named Insured and a Loss Payee have an insurable interest:

   a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
   b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
   c. If the Company deny the Named Insured claim because of the insured act or because the Named Insured have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:

      (1) Pays any premium due under this Coverage Part at our request if the Named Insured have failed to do so;
      (2) Submits a signed, sworn proof of loss within 90 days after receiving notice from us of the Named Insured failure to do so; and
      (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

   All of the terms of this Coverage Part will then apply directly to the Loss Payee.

   d. If the Company pays the Loss Payee for any loss or damage and deny payment to the Named Insured because of the Named Insured acts or because the Named Insured have failed to comply with the terms of this Coverage Part:

      (1) The Loss Payee's rights will be transferred to us to the extent of the amount the Company pays; and
      (2) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, the Company may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, the Named Insured will pay the insured remaining debt to us.

3. If the Company cancels this policy, the Company will give written notice to the Loss Payee at least:

   a. Ten (10) days before the effective date of cancellation if the Company cancels for the insured non-payment of premium; or
   b. Thirty (30) days before the effective date of cancellation if the Company cancels for any other reason.

4. If the Company elects not to renew this policy, the Company will give written notice to the Loss Payee at least ten (10) days before the expiration date of this policy.

C. CONTRACT OF SALE

1. The Loss Payee shown in the Schedule or in the Declaration Page is a person or organization the Named Insured have entered a contract with for the sale of Covered Property.
2. For Covered Property in which both the Named Insured and the Loss Payee have an insurable interest the Company will:
   a. Adjust losses with the Named Insured; and
   b. Pay any claim for loss or damage jointly to the Named Insured and the Loss Payee, as interests may appear:
3. The following is added to the OTHER INSURANCE Condition:

   For Covered Property that is the subject of a contract of sale, the word "the Named Insured" includes the Loss Payee.

AC. ELECTRONIC DATA

1. Electronic Data Exclusion

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

a) This Policy does not insure, loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced

unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

b) However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this Policy, subject to all its terms, conditions and exclusions will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils
Fire
Explosion

2. Electronic Data Processing Media Valuation

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

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost to repair, replace or restore such media to the condition that existed immediately prior to such loss or damage, including the cost of reproducing any ELECTRONIC DATA contained thereon, providing such media is repaired, replaced or restored. Such cost of reproduction shall include all reasonable and necessary amounts, not to exceed USD10,000,000 any one loss, incurred by the Named Insured in recreating, gathering and assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Named Insured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

AD. LOSS ADJUSTMENT SERVICES

Crawford & Company, 3050 Saturn Street #200, Brea, California, 92821, is hereby authorized to represent the Company in the investigation and adjustment of any loss or damage under this Policy at the expense of the Company and without regard to the amount of loss or damage and/or applicable deductible if any.

However, the Company reserves the right to utilize other adjusting firms if and when they feel it necessary.

AE. SERVICE OF SUIT (U.S.A.)

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Named Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon:

FLWA Service Corp, c/o Foley and Lardner LLP, 555 California Street, Suite 1700, San Francisco, CA 94104-1520 (applicable to all markets except as noted below) and that in any

suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Named Insured (or Reinsured) to give a written undertaking to the Named Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Named Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

AF. DEFINITIONS:

1. OCCURRENCE

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

a. Windstorm

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

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

b. Flood

Each loss by flood shall constitute a single loss hereunder.

1. If any flood occurs within a period of the continued rising or overflow of any river(s) or stream(s) and the subsidence of same within the banks of such river(s) or stream(s); or

2. If any flood results from any tidal wave or series of tidal waves caused by any one disturbance;

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

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

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

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

1. overflow of inland or tidal water;

2. unusual and rapid accumulation or run off of surface waters from any natural source.

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

The definition of flood does not include ensuing loss or damage by fire, explosion or sprinkler leakage.

c. **Flood Zone A and V**

Flood zones A and V as referenced in this policy is defined by FEMA as being inclusive of all 100 year high risk flood areas. A one-hundred-year flood is a flood event that has a 1% probability of occurring in any given year..

d. Earthquake Shock

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

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

In the event of there being a difference of opinion between the Named Insured and the Company as to whether or not all earthquake shock losses sustained by

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

The term earthquake shock is defined as: earth movement meaning natural faulting of land masses, but not including subsidence, landslide, rock slide, earth rising, earth sinking, earth shifting or settling unless as a direct result of such earth movement. The definition of earthquake shock does not include ensuing loss or damage by fire, explosion or sprinkler leakage. Further Earthquake Sprinkler Leakage is covered outside of the "Earthquake Shock" definition and subject to the basic peril deductible.

2. PERSONAL PROPERTY OF OTHERS

Means, any property (other than real property) belonging to others for which a Named Insured has assumed liability. This includes but is not limited to:

- Articles of Clothing
- Jewelry
- Sound Equipment
- Fine Arts (up to the sub-limit of unscheduled fine arts)
- EDP Media & Hardware
- Valuable Papers
- Portable Electronic Equipment
- Employee Tools

3. IMPROVEMENTS AND BETTERMENTS

Means, additions or changes made by a Named Insured / lessee at their own expense to a building they are occupying that enhance the building's value.

4. VALUABLE PAPERS AND RECORDS

Means, all inscribed, printed, or written; documents, manuscripts or records; including but not limited to abstracts, books, deeds, drawing, films, maps, or mortgages. Valuable Papers are not money, securities, stamps or converted data program or instructions used in the Named Insured's data processing operations including the materials on which data is recorded.

5. TIER I WINDSTORM COUNTIES

State	Tier I Counties, Parishes or Independent Cities
Alabama	Baldwin, Mobile
Florida	Entire State, All Counties
Georgia	Bryan, Camden, Chatham, Glynn, Liberty, McIntosh,
Hawaii	Entire State, All Counties
Louisiana	Assumption, Calcasieu, Cameron, Iberia, Jefferson, Lafourche, Livingston, Orleans, Plaquemines, St. Bernard, St. Charles, St. James, St. John the Baptist, St. Mary, St. Tammany, Tangipahoa, Terrebonne, Vermilion
Mississippi	Hancock, Harrison, Jackson
North Carolina	Beaufort, Bertie, Brunswick, Camden, Carteret, Chowan, Columbus, Craven, Currituck, Dare, Hyde, Jones, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrell, Washington
South Carolina	Beaufort, Berkley, Charleston, Colleton, Georgetown, Horry, Jasper
Texas	Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Harris (entire County), Jackson, Jefferson, Kenedy, Kleberg, Liberty, Matagorda, Newton, Nueces, Orange, Refugio, San Patricio, Victoria, Willacy
Virginia	Accomack, Charles City, Chesapeake City, Gloucester, Hampton City, Isle of Wight, James City, Lancaster, Mathews, Middlesex, New Kent, Newport News, Norfolk City, Northampton, Northumberland, Poquoson City, Portsmouth City, Prince George, Suffolk City, Sussex, Surry, Virginia Beach City, Westmoreland, Williamsburg City, York

6. RESIDENTIAL/HABITATIONAL

The term residential/habitational with respects to deductibles is defined as: single family dwellings, duplexes, four-plexes, apartment buildings, or any other structure that is currently being used as the aforementioned occupancies. However, single family dwellings, duplexes, four-plexes, and apartment buildings that are not currently being used primarily as a residence will not be considered residential/habitational. Additionally, nursing homes, battered family shelters, youth centers, dormitories, and other occupancies that are business related will not be considered residential/habitational.

AG. ADDITIONAL INSURED'S / LOSS PAYEES

It is hereby understood and agreed that the interest of Additional Insured's and/or Loss Payees is automatically included, as per schedule held on file with Tribal First.

SECTION V

FINE ARTS FLOATER

A. COVERAGE

This policy insures against all risks of physical loss of or damage except as hereafter excluded occurring during the policy period to fine arts, which are the property of the Named Insured or the property of others in the custody or control of the Named Insured while on exhibition or otherwise within the limits of the United States.

If any of the property covered by this Section is also covered under any other provisions of the Policy of which this Section is made a part, those provisions are hereby amended to exclude such property, the intent being that the coverage under this Section is the sole coverage on such property.

1. PROPERTY COVERED

Objects of art of every kind and description, and property incidental thereto, which are the property of the Named Insured, or the property of others in the custody and control of the Named Insured, or in transit at the Named Insured's risk, and property in which the Named Insured shall have a fractional ownership interest which are owned by or have been leased, loaned, rented or otherwise made available to the Named Insured. "Property" shall mean paintings, drawings, etchings, prints, rare books, manuscripts, rugs, tapestries, furniture, pictures, bronzes, potteries, porcelains, marbles statuary and all other bonafide works of art and other objects of rarity, historic value, cultural interest or artistic merit, which are part of the collections of the Named Insured, or in the care, custody or control of the Named Insured, and their frames, glazing and shadow boxes.

2. "WALL TO WALL" ("NAIL TO NAIL") COVERAGE

This Section covers the Named Insured's property on a "Wall to Wall" ("Nail to Nail") basis, or domicile to domicile basis, as applicable, from the time said property is removed from its normal repository incidental to shipment until returned thereto or other point designated by the owner or owner's agent prior to return shipment, including while in transit to or from points of consolidation or deconsolidation, packing, repacking or unpacking, while at such locations during such processes or awaiting shipment.

Coverage shall terminate upon arrival of the covered property at the final destination designated by the owner or owner's agent, or upon expiration of this Policy, whichever may occur first, except that expiration of this Policy shall not prejudice coverage of any risk then in transit.

B. EXCLUSIONS

1. Loss or damage occasioned by: wear and tear, gradual deterioration, insects, vermin, inherent vice or damage sustained due to and resulting from any repairing, restoration or retouching process;

2. Loss or damage caused by or resulting from:

a. War, hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack;

i. by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or
ii. by military, naval or air forces; or
iii. by an agent of any such government, power, authority or forces;

b. Any weapon of war employing atomic fission or radioactive force whether in time of peace or war;

c. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

3. Nuclear reaction or nuclear radiation or radioactive contamination from any cause, all whether direct or indirect, controlled or uncontrolled, proximate or remote, or is contributed to or aggravated by a Covered Cause of Loss. However:

a. If fire not otherwise excluded results, the Company shall be liable for the direct physical loss or damage by such resulting fire, but not including, any loss or damage due to nuclear reaction, nuclear radiation, or radioactive contamination, and

b. This Policy does insure against physical loss or damage caused by sudden and accidental radioactive contamination, including resultant radiation damage, from material used or stored or from processes conducted on the Insured premises, provided that, at the time of such loss or damage, there is neither a nuclear reactor nor any new or used nuclear fuel on the Named Insured premises.

4. Any dishonest, fraudulent or criminal act by the Named Insured, a partner therein or an officer, director, employee or trustee thereof, whether acting alone or in collusion with others.

For the purpose of this exclusion an act of vandalism or malicious damage by an employee shall not constitute a dishonest, fraudulent or criminal act.

C. LOSS PAYMENT BASIS / VALUATION

The valuation of each article of property covered by this Section shall be determined as follows:

a. Property of the Named Insured shall be covered for and valued at the current fair market value of each article indicated on the books and records of the Named Insured prior to loss, according to the Named Insured's valuation of each object covered.

b. Property of others loaned to the Named Insured and for which the Named Insured may be legally liable, or which the Named Insured has been instructed to insure, shall be covered for and valued at the amount agreed upon for each article by the Named Insured and owner(s) as recorded on the books and records of the Named Insured prior to loss.

c. Otherwise, in the absence of recorded current fair market values or agreed values for each article covered, the Company shall not be liable beyond the fair market value of the property at the time any loss or damage occurs. Said value shall be ascertained by the Named Insured and the Company or, if they differ, then the amount of value or loss shall be determined as provided in the following appraisal clause.

D. SPECIAL CONDITIONS

1. Misrepresentation and Fraud: This entire Section shall be void if, whether before or after a loss, the Named Insured has concealed or misrepresented any material fact or circumstance concerning this Policy or the subject thereof, or the interest of the Named Insured therein, or in case of any fraud or false swearing by the Named Insured relating thereto.

2. Notice of Loss: The Named Insured shall as soon as practicable report in writing to the Company or its agent every loss, damage or occurrence which may give rise to a claim under this Section and shall also file with the Company or its agent within ninety (90) days from the date of discovery of such loss, damage or occurrence, a detailed sworn proof of loss.

3. Examination under Oath: The Named Insured, as often as may be reasonably required, shall exhibit to any person designated by the Company all that remains of any property herein described, and shall submit, and insofar as is within its power cause its employees, Named Insured and others to submit to examination under oath by any person named by the Company and subscribe the same; and, as often as may be reasonably required, shall produce for examination all writings, books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Company or its representative and shall permit extracts and copies thereof to be made. No such examination under oath or examination of books or documents, nor any act of the Named Insured or any of its employees or representatives in connection with the investigation of any loss or claim hereunder, shall be deemed a waiver of any defense which the Named Insured might otherwise have with respect to any loss or claim, but all such examinations and acts shall be deemed to have been made or done without prejudice to the Company's liability.

4. Settlement of Loss: All adjusted claims shall be paid or made good to the Named Insured within sixty (60) days after presentation and acceptance of satisfactory proof of interest and loss at the office of the Company. No loss shall be paid or made good if the Named Insured has collected the same from others.

5. No Benefit to Bailee: This Section shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

6. Subrogation or Loan: If in the event of loss or damage the Named Insured shall acquire any right of action against any individual, firm or corporation for loss of, or damage to, property covered hereunder, the Named Insured will, if requested by the Company, assign and transfer such claim or right of action to the Company or, at the Company's option, execute and deliver to the Company the customary form of loan receipt upon receiving an advance of funds in respect of the loss or damage; and will subrogate the Company to, or will hold in trust for the Company, all such rights of action to the extent of the amount paid or advanced, and will permit suit to be brought in the Named Insured's name under the direction of and at the expense of the Company.

7. Loss Clause: Any loss hereunder shall not reduce the amount of this Section, except in the event of payment of claim for total loss of an item specifically scheduled hereon.

8. Protection and Preservation of Property: In case of actual or imminent physical loss or damage of the type insured against by this Policy, the expenses incurred by the Named Insured in taking reasonable and necessary actions for the temporary protection and preservation of property insured hereunder shall be added to the total physical loss or damage otherwise recoverable under the Policy and be subject to the applicable deductible and without increase in the limit provisions contained in this Policy.

9. Appraisal: If the Named Insured and the Company fail to agree as to the amount of loss, each shall on the written demand of other, made within sixty (60) days after receipt of proof of loss by the Company, select a competent and disinterested appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen (15) days to agree upon such umpire, then on the request of the Named Insured or the Company, such umpire shall be selected by a judge of a court of record in the state in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the fair market value at the time of loss and the amount of loss, and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The Named Insured and the Company shall each pay their chosen appraiser and shall bear equally the other expenses of the appraisal and umpire. The Named Insured shall not be held to have waived any of its rights by any act relating to appraisal.

10. Civil Authority: Property covered under this Section against the peril of fire is also covered against the risk of damage or destruction by Civil authority during a conflagration and for the purpose of retarding the same; provided that neither such conflagration nor such damage or destruction is caused or contributed to by a peril otherwise excluded herein.

11. Changes: Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Section or stop the Named Insured from asserting any right under the terms of this Section, nor shall the terms of this Section be waived or changed except by endorsement issued to form a part of this Section.

12. Additional Covered Party(ies): Corporations, associations, firms, institutions, museums, persons and others who own or control collections, objects or articles who make them available to the Named Insured, and temporary borrowers or custodians (but not carriers, packers or shippers) of property covered, are additional Insured(s) hereunder, but only as respects coverage afforded to said Named Insured's property.

13. Packing: It is agreed by the Named Insured that the property covered hereunder be packed and unpacked by competent packers.

14. Other Insurance: This fine arts floater Section is excess coverage over any other valid and collectible insurance which may apply to any objects of art for which coverage would apply under this Policy.

15. Pair And Set: In the event of the total loss of any article or articles which are a part of a set, the Company agrees to pay the Named Insured the full amount of the value of such set and the Named Insured agrees to surrender the remaining article or articles of the set to the Company.

SECTION VI

MOBILE / CONTRACTORS EQUIPMENT

A. COVERAGE

This Policy insures only contractor's equipment, whether self propelled or not, including equipment thereof while attached thereto or located thereon, such as bulldozers, drag lines, power shovels, derricks, drills, concrete mixers and other machinery of a similar nature and not subject to motor vehicle registration.

If any of the property covered by this Section is also covered under any other provisions of the Policy of which this Section is made a part, those provisions are hereby amended to exclude such property, the intent being that the coverage under this Section is the sole coverage on such property.

B. PERILS EXCLUDED

This Section insures against all risks of direct physical loss or damage occurring during the policy period to the above described property from any external cause except as provided below.

1. Loss or damage due to wear, tear, rust, corrosion, latent defect, mechanical breakage or improper assemblage.

2. Loss or damage due to the weight of the load imposed on the machine exceeding the capacity for which such machine was designed.

3. Loss or damage to crane or derrick boom(s) and jib(s) of lattice construction while being operated unless directly caused by fire, lightning, hail, windstorm, earthquake shock, explosion, riot, riot attending a strike, civil commotion, actual physical contact with an aircraft or airborne missile including objects falling therefrom, collision with other vehicles or other contractors equipment whether or not such other equipment is covered hereunder, landslide, or upset of the unit of which it is a part (but only when and to the same extent that such other perils are covered by the Policy).

4. Loss or damage due to explosion arising from within steam boilers.

5. Loss or damage to dynamos, exciters, lamps, switches, motors or other electrical appliances or devices, including wiring, caused by lightning or other electrical currents (artificial or natural) unless fire ensues and then for the loss by fire only.

6. Loss or damage due to dishonesty of Named Insured's employees or persons to whom the Named Insured's property is entrusted.

7. Loss or damage caused by or contributed to failure of the Named Insured to keep and maintain the property in a thorough state of repair.

8. Loss or damage caused by or resulting from:

   a. War, hostile or warlike action in time of peace or, including action in hindering, combating or defending against an actual, impending or expected attack,

      i. by any government or sovereign power (de jure or de facto) or by any authority maintaining using military, naval or air forces; or
      ii. any military, naval or air forces; or
      iii. by an agent of any such government, power, authority or forces;

   b. any weapon of war employing atomic fission or radioactive force whether in time of peace or war;

   c. insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;

9. Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) covered against in this endorsement; however, subject to the foregoing and all provisions of this Policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is covered against by this Policy.

C. PROPERTY EXCLUDED

1. Automobiles, motorcycles, motor trucks, or parts thereof.

2. Buildings

3. Machinery or equipment or building materials to be installed in any building for the purpose of becoming a part thereof; nor on any property which has become a permanent part of any structure.

4. Property that is located underground.

5. Property while waterborne except while being transported on any regular ferry.

6. The storage risk of property not owned or required to be insured by the Named Insured at premises controlled or leased by the Named Insured, except where incidental to the regular or frequent use of the equipment or property.

7. Plans, blue prints, designs or specifications.

D. LOSS PAYMENT BASIS / VALUATION

On Contractors Equipment (whether self propelled or not), on or off premises, where Replacement Cost (New) values are specified, loss or damage shall be based on 100% of the Replacement Cost (New) at the time of loss. Partial losses shall be based on the cost of repairing or replacing the damaged portion, up to the fair market value of the Contractors Equipment. However, should these costs exceed the fair market value then recovery shall be based upon the Replacement Cost (New).

If the values, provided by the Named Insured, provides a valuation based on replacement cost, then recovery will be on the same basis, if replaced. If not replaced, the basis of recovery shall be actual cash value.

E. SPECIAL CONDITIONS

This section covers property only within the limits of the United States of America.

It is a condition of this Policy that all articles covered hereunder are in sound condition at the time of attachment of this Policy.

SECTION VII

ACCOUNTS RECEIVABLE

A. COVERAGE

This Policy covers the loss of or damage resulting from insured perils to the Named Insured's records of accounts receivable as defined below, occurring during the Policy period.

B. EXCLUSIONS

In addition to the exclusions in the General Conditions, this coverage does not apply:

1. To loss due to any fraudulent, dishonest or criminal act by the Named Insured, a partner therein, or an officer, director, employee or trustee thereof, while working or otherwise and whether acting alone or in collusion with others.

   For the purpose of this exclusion an act of vandalism or malicious damage by an employee shall not constitute a dishonest, fraudulent or criminal act.

2. To loss due to bookkeeping, accounting or billing errors or omissions.

3. To loss, the proof of which as to factual existence, is dependent upon an audit of records or an inventory computation; but this shall not preclude the use of such procedures in support if claim for loss which the Named Insured can prove through evidence wholly apart therefrom, is due solely to a risk of loss to records of accounts receivable not otherwise excluded hereunder.

4. To loss due to alteration, falsification, manipulation, concealment, destruction or disposal of records of accounts receivable committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities or other property, but only to the extent of such wrongful giving, taking, obtaining or withholding.

C. LOSS PAYMENT BASIS / VALUATION

When there is proof that a loss covered by this Policy has occurred but the Named Insured cannot accurately establish the total amount of accounts receivable outstanding as of the date of such loss, such amount shall be based on the Named Insured's monthly statements and shall be computed as follows:

a. Determine the amount of all outstanding accounts receivable at the end of the same fiscal month in the year immediately proceeding the year in which the loss occurs;

b. Calculate the percentage of increase or decrease in the average monthly total of accounts receivable for the twelve (12) months immediately preceding the month in which the loss occurs as compared with such average for the months of the preceding year;

c. The amount determined under (a) above, increased or decreased by the percentage calculated under (b) above, shall be the agreed total amount of accounts receivable as of the last day of the fiscal month in which said loss occurs;

d. The amount determined under (c) above shall be increased or decreased in conformity with the normal fluctuations in the amount of accounts receivable during the fiscal month involved, due consideration being given to the experience of the business since the last day of the last fiscal month for which statement has been rendered.

There shall be deducted from the total amount of accounts receivable, however established, the amount of such accounts evidenced by records not lost or damaged or otherwise established or collected by the Named Insured, and an amount to allow for probable bad debts which would normally have been uncollectible by the Named Insured. All unearned interest and service charges shall be deducted.

D. DEFINITIONS:

ACCOUNTS RECEIVABLE:

a. All sums due the Named Insured from customers provided the Named Insured is unable to effect collection thereof as the direct result of loss or damage to records of accounts receivable.

b. Interest charges on any loan to offset impaired collections pending repayment of such sums made uncollectible by such loss or damage.

c. Collection expense in excess of normal collection cost and made necessary because of such loss or damage.

d. Other expenses, when reasonably incurred by the Named Insured, in re-establishing records of accounts receivable following such loss or damage.

SECTION VIII

UNMANNED AIRCRAFT

A. COVERAGE

This Policy insures only **Unmanned Aircraft,** that are usual to your business that you own or are required to insure, to pay for any physical damage loss sustained while not **In Flight** or **In Motion** and which are not the result of fire or explosion following crash or collision while the **Unmanned Aircraft** was **In Flight** or **In Motion** that are:

(1) Listed on the schedule which is a part of this policy or which is on file with us;

(2) Unscheduled but for an amount not to exceed the limit shown on the Declarations

If any of the property covered by this Section is also covered under any other provisions of the Policy of which this Section is made a part, those provisions are hereby amended to exclude such property, the intent being that the coverage under this Section is the sole coverage on such property.

B. PERILS EXCLUDED

This Section insures against all risks of direct physical loss or damage occurring during the policy period to **Unmanned Aircraft** from any external cause except as provided below.

1. Loss or damage due to the **Unmanned Aircraft** being **In Flight** or **In Motion** including during propulsion system startup or any time the propulsion system is operating.

2. Loss or damage due to wear, tear, rust, corrosion, latent defect, mechanical breakage, freezing or improper assemblage.

3. Loss or damage due to the weight of the load imposed on the **Unmanned Aircraft** exceeding the capacity for which such **Unmanned Aircraft** was designed.

4. Loss or damage to tires except where such loss or damage is caused by fire, theft, windstorm or vandalism or is the direct result of physical damage covered by this policy.

5. Loss or damage to **Unmanned Aircraft** while being worked upon except for direct loss or damage caused by resulting fire or explosion.

6. Loss or damage to dynamos, exciters, lamps, switches, motors or other electrical appliances or devices, including wiring, caused by lightning or other electrical currents (artificial or natural) unless fire ensues and then for the loss by fire only.

7. Loss or damage due to conversion, embezzlement or secretion by any person or organization with legal right to possession of such **Unmanned Aircraft** under bailment, lease, conditional sale, purchase agreement, mortgage or other legal agreement that governs the use, sale or lease of the **Unmanned Aircraft**, nor for any loss or damage during or resulting therefrom.

8. Loss or damage due to dishonesty of Named Insured's employees or persons to whom the Named Insured's property is entrusted**.**

9. Loss or damage caused by or contributed to failure of the Named Insured to keep and maintain the property in a thorough state of repair.

10. Loss or damage caused by or resulting from:

    a. War, hostile or warlike action in time of peace or, including action in hindering, combating or defending against an actual, impending or expected attack,

        i. by any government or sovereign power (de jure or de facto) or by any authority maintaining using military, naval or air forces; or
        ii. any military, naval or air forces; or
        iii. by an agent of any such government, power, authority or forces;

    b. any weapon of war employing atomic fission or radioactive force whether in time of peace or war;

    c. insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;

11. Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) covered against in this endorsement; however, subject to the foregoing and all provisions of this Policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is covered against by this Policy.

C. PROPERTY EXCLUDED

1. **Unmanned Aircraft** that are located in underground mines, caverns or underground storage facilities.

2. **Unmanned Aircraft** while waterborne except while being transported on any regular ferry.

3. The storage risk of **Unmanned Aircraft** not owned or required to be insured by the Named Insured at premises controlled or leased by the Named Insured, except where incidental to the regular or frequent use of the equipment or property.

D. LOSS PAYMENT BASIS / VALUATION

On **Unmanned Aircraft**, on or off premises, where Replacement Cost (New) values are specified, loss or damage shall be based on 100% of the Replacement Cost (New) at the time of loss. Partial losses shall be based on the cost of repairing or replacing the damaged portion, up to the fair market value of the **Unmanned Aircraft**. However, should these costs exceed the fair market value then recovery shall be based upon the Replacement Cost (New).

If the values, provided by the Named Insured, provides a valuation based on replacement cost, then recovery will be on the same basis, if replaced. If not replaced, the basis of recovery shall be actual cash value.

E. SPECIAL CONDITIONS

This section covers property only within the limits of the United States of America.

It is a condition of this Policy that all articles covered hereunder are in sound condition at the time of attachment of this Policy.

F. DEFINITIONS

1. UNMANNED AIRCRAFT

Means a powered aerial vehicle that does not carry a human operator, uses aerodynamic forces to provide vehicle lift, can fly autonomously or be piloted remotely, is recoverable and in some cases can carry a non-lethal payload including the propulsion system and equipment usually installed in the vehicle (1) while installed in the vehicle, (2) while temporarily removed from the vehicle and (3) while removed from the aircraft for replacement until such time as replacement by a similar item has commenced; also tools and equipment which are specially designed for the aircraft and which are ordinarily carried therein.

2. IN FLIGHT

Means, with respect to fixed wing **Unmanned Aircraft,** the time commencing with the actual take-off run or launch and continuing thereafter until it has completed its landing run; or capture; and if the **Unmanned Aircraft** is a rotorcraft, from the time the rotors start to revolve under power for the purpose of flight until they subsequently cease to revolve after landing; and if the **Unmanned Aircraft** is a balloon, while it is inflated or being inflated or deflated.

3. IN MOTION

Means while the **Unmanned Aircraft** is moving under its own power or the momentum generated therefrom or while it is **In Flight** and, if the **Unmanned Aircraft** is a rotorcraft, any time the rotors are rotating or while it is **In Flight** and, if the **Unmanned Aircraft** is a glider or balloon, any time it is being transported, towed or while it is **In Flight.**

SECTION IX

BOILER AND MACHINERY BREAKDOWN EXTENSION

1. PERILS INSURED

In consideration of the premium paid and subject to the terms, General Conditions and General Exclusions of the policy to which this Extension is attached, and to the following terms and conditions, this Insurance is extended to cover direct damage to Covered Property caused by a Covered Cause of Loss.

2. ADDITIONAL COVERAGE

(a) Hazardous Substance:

The additional expense incurred for cleanup, repair or replacement or disposal of damaged, contaminated or polluted property as a result of an Accident, which causes property to become damaged, contaminated or polluted by a substance declared hazardous to health by an authorized governmental agency. The coverage provided by this clause is sub-limited to USD as per Declaration Page. For the purpose of this coverage "Additional expense" means any expense that would not have incurred, if no substance hazardous to health had been involved in the accident

(b) Ammonia Contamination:

The loss, including salvage expense, incurred with respect to damage by ammonia contacting or permeating property under refrigeration or in process requiring refrigeration, as a result of any one Accident to one or more Objects. The coverage provided by this clause is sub-limited to USD as per Declaration Page.

(c) Water Damage:

The loss, including salvage expense, with respect to property damaged by water, resulting from any one Accident. The coverage provided by this clause is sub-limited to USD as per Declaration Page.

(d) Media Coverage:

The loss to all forms of electronic, magnetic and optical tapes and discs used in any electronic computer or electronic data processing equipment directly damaged by an Accident to an Object. The coverage provided by this clause is sub-limited to USD as per Declaration Page. For the purpose of this coverage, the valuation basis for "Media" is as follows:

i. For "Media" that are mass-produced and commercially available, at the replacement cost.
ii. For all other "Media," at the cost of blank material for reproducing the records.

(e) "Consequential Damage"

The "Consequential Damage" to refrigerated and frozen goods of the Named Insured or for which the Named Insured is legally liable or under the Named Insured's care, custody or control caused solely by an Accident to an Object. For the purpose of this coverage, "Consequential Damage" is defined as loss due to spoilage from lack of power, light, heat, steam or refrigeration, resulting from Accident. The coverage provided by this clause is sub-limited to USD as per Declaration Page.

(f) Utility Interruption

The loss caused by an Accident to an Object that is owned, operated or controlled by a public or private entity that the Named Insured has contracted with to furnish them with electrical utility service including all direct electrical suppliers. The coverage provided by this clause is sub-limited to USD as per Declaration Page.

(g) CFC Refrigerants and Halon

The replacement of any CFC (chlorofluorocarbon) refrigerant used in refrigeration or air conditioning equipment or Halon used in a fire suppression system due to an "Accident" to an Object.

(h) Ordinance or Law

If an Accident to an Object at the Named Insured's location damages a building that is "Covered Property," the Company will pay for

i. Loss to the Undamaged Portion of the Building, meaning loss to the undamaged portion of the building caused by enforcement of any ordinance or law that:

   a. Requires the demolition of parts of the same building not damaged by the Accident to an Object; or
   b. Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the location of the building.

ii. Demolition Cost meaning the cost to demolish and clear the site of undamaged parts of the building, caused by the enforcement of building, zoning, or land ordinance or use.

iii. Increased Cost of Construction, meaning the increased cost to:

   a. Repair or reconstruct damaged portions of the building; and
   b. Reconstruct or remodel undamaged portions of the building whether or not demolition is required;

   when the increased cost is a consequence of enforcement of building, zoning or land use ordinance or law. But the Company will only pay for this increased cost if the building is repaired, reconstructed or remodeled. Also, if the building is repaired, reconstructed or remodeled, it must be intended for similar occupancy as the current building, unless such occupancy is not permitted by zoning or land use ordinance or law.

Insurance under this section only applies with respect to ordinance or law that is in force at the time of the Accident to an Object. Insurance under this section does not apply to:

a. Costs associated with the enforcement of any ordinance or law which requires any Named 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 substances declared to be hazardous to health by a governmental agency; or

b. Loss due to any ordinance or law that:

   i. The Named Insured was required to comply with before the Accident to an Object even if the building was undamaged; and
   ii. The Named Insured failed to comply with.

The coverage provided by this clause is sub-limited to USD as per Declaration Page.

3. DEFINITION OF ACCIDENT

Accident shall mean a sudden and accidental breakdown of the Object, or a part thereof, which manifests itself at the time of it occurrence by physical damage to the Object that necessitates repair or replacement of the Object or part thereof; but Accident shall not mean:

a. depletion, deterioration, corrosion , or erosion of material;
b. wear and tear;
c. leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
d. the breakdown of any vacuum tube, gas tube or brush;
e. the breakdown of any structure or foundation supporting the Object or any part thereof;
f. the functioning of any safety device or protective device.

4. DEFINITION OF OBJECT

Except as otherwise specifically designated herein, Object as described below shall mean any equipment or apparatus which is owned by, leased by or operated under the control of the Named Insured subject to the Exclusions and Special Provisions specified herein:

a. Any boiler, any fired vessel, any unfired vessel subject to vacuum or internal pressure other than static pressure of contents, any refrigerating and air conditioning vessels, or any piping and its accessory equipment, but such Object shall not include:

   1. Any boiler setting, any insulating or refractory material,

   2. Any sewer piping, any underground gas piping, any piping forming a part of a sprinkler system or any water piping other than

      (a) Feed water piping between any boiler and its feed pumps or injectors
      (b) Boiler condensate returning piping

b. Any mechanical or electrical machine or electrical apparatus used for the generation, transmission or utilization of mechanical or electrical power, but Object shall not include

1. Any structure or foundation other than a bedplate of a machine,

2. Any vehicle, elevator, crane, hoist, power shovel or drag line, but not excluding any electrical equipment used with said machine or apparatus,

3. Any refractory material, or

4. Any penstock or draft tube.

5. COVERED CAUSE OF LOSS

A Covered Cause of Loss is an Accident to an Object insured hereon. An Object must be in use or connected ready for use at the time of the Accident.

6. COVERED PROPERTY

Covered Property, as used in this Extension, means any property that:

a. The Named Insured owns; or
b. Is in the Named Insured's' care, custody or control and for which they are legally liable

7. SPECIAL PROVISIONS

a. As respects any boiler, fired or unfired vessel, refrigerating system or piping, the Company shall not be liable for loss from an Accident while said Object is undergoing a hydrostatic, pneumatic or gas pressure test that exceeds manufacturers recommended limits.

b. As respects any boiler of fired vessel, the Company shall not be liable for loss from an explosion of gas or unconsumed fuel within the furnace of such Object or within the passages from the furnace to the atmosphere, whether or not such explosion (a) is contributed to or aggravated by an Accident to any part of said Object that contains steam or water, or (b) is caused in whole or in part, directly or indirectly, by any Accident to any Object, or part thereof, nor shall the Company be liable for any loss from an Accident caused directly or indirectly by such explosion.

c. As respects any unfired vessel which is used for the storage of gas or liquid and which is periodically filled, moved, emptied and refilled in the course of its normal service, such vessel shall be considered as "connected ready for use" within the terms of this Extension of the Policy.

d. As respects any Object or part of an Object that is being dismantled, reassembled or is in storage, will be considered as "connected ready for use" within the terms of this Extension of the Policy.

e. As respects any gas turbine of the internal combustion type, (a) the combustor or such Object shall not be considered to be a "furnace" as the word is used in the Definition of Accident or in Special Provision 2 above and (b) the Definition of Accident shall not mean the cracking of any part of the Turbine exposed to the production of combustion.

f. As respects new turbine generator units, coverage shall not apply until the unit has been contractually accepted by the Named Insured, that all tests required by the

contractor have been performed and satisfied and the unit has been placed in commercial operation.

8. VALUATION

a. The Company will pay the Named Insured the amount the Named Insured spends to repair or replace the property directly damaged by an Accident. The Company payment will be the smallest of:

1) The Limit of Insurance;

2) The cost at the time of the Accident to repair the damaged property with property of like kind, capacity, size and quality;

3) The cost at the time of the Accident to replace the damaged property on the same site with other property:

a) Of like kind, capacity, size and quality; and
b) Used for the same purpose

4) The amount the Named Insured actually spends that is necessary to repair or replace the damaged property.

b. As respects any Object if the cost of repairing or replacing only a part of the Object is greater than:

1) the cost of repairing the Object; or
2) the cost of replacing the entire Object on the same site;

The Company will pay only the smaller of (1) or (2). The repair parts or replacement Object must be:

1) of like kind, capacity, size and quality; and
2) used for the same purpose.

c. The Company will not pay:

1) if the loss or damage is to property that is obsolete or useless to the Named Insured; or
2) for any extra cost if the Named Insured decides to repair or replace the damaged property with property of a better kind or quality or of larger capacity,

d. If the Named Insured does not repair or replace the damaged property within 18 months after the date of the Accident then the Company will pay on the smaller of the:

1) cost it would have taken to repair; or
2) actual cash value;

at the time of the "accident."

Paragraph (d) does not apply to any time period beyond the 18 months that the Company agrees to in writing.

e. As respects CFC (chlorofluorocarbon) refrigerant or Halon, the following valuation basis is applicable:

1) If the CFC refrigerant or Halon is replaceable, the Named Insured may, at their option, elect to:

a) Repair or replace the damaged refrigeration equipment, air conditioning equipment or fire suppression system and replace the lost CFC refrigerant or Halon subject to it being of like kind, capacity, size and quality and used for the same purpose; or

b) Change the refrigeration equipment, air conditioning equipment or fire suppression system, through modification or replacement, to:

i. Refrigeration or air conditioning equipment that uses an approved non-CFC refrigerant; or
ii. A fire suppression system that uses an approved non – Halon agent.

But this option is available only if the change to the equipment or system is made within 18 months after the date of the Accident or within any extended time period that the Company agrees to in writing.

If Option 1) b) above is elected, the Company will not pay more than the least of the following amounts:

a) The Limit of Insurance;

b) The cost at the time of the Accident to repair the damaged refrigeration equipment, air conditioning equipment or fire suppression system, retrofit the equipment or system to accept non – CFC refrigerant or non – Halon fire suppressant, and charge the equipment or system with that refrigerant or fire suppressant;

c) The cost at the time of the Accident to replace the damaged refrigeration equipment, air conditioning equipment or fire suppression system with equipment or a system that is functionally equivalent and uses an approved non – CFC refrigerant or non – Halon fire suppressant;

d) The amount that the Named Insured actually spend that is necessary to change the refrigeration equipment, air conditioning equipment or fire suppression system, through modification or replacement, to equipment or a system that uses an approved non – CFC refrigerant or non – Halon fire suppressant; or

e) One hundred twenty-five percent (125%) of the amount the Company otherwise would have paid for loss to the refrigeration equipment, air conditioning equipment or fire suppression system.

f. If the CFC refrigerant or Halon is not replaceable and:

(1) The Named Insured repairs or replaces the damaged equipment within 18 months after the date of the Accident or within any extended time that the Company agrees to in writing, the Company will pay the least of the following amounts:

(a) The Limit of Insurance;

(b) The cost at the time of the Accident to repair the damaged refrigeration equipment, air conditioning equipment or fire suppression system,

retrofit the equipment or system to accept non – CFC refrigerant or non – Halon fire suppressant, and charge the equipment or system with that refrigerant or fire suppressant;

(c) The cost at the time of the Accident to replace the damaged refrigeration equipment, air conditioning equipment or fire suppression system with equipment or a system that is functionally equivalent and uses an approved non – CFC refrigerant or non – Halon fire suppressant;

(d) The amount that the Named Insured actually spend that is necessary to change the refrigeration equipment, air conditioning equipment or fire suppression system, through modification or replacement, to equipment or a system that uses an approved non – CFC refrigerant or non – Halon fire suppressant.

(2) If the Named Insured does not replace the damaged equipment within 18 months after the date of the Accident or within the extended time period that the Company agrees to in writing, the Company will not pay more than the lesser of:

(a) The amount that the Company would have paid if repair or replacement of the damaged equipment had been made as determined in F 1 above; or

(b) The actual cash value of the damaged equipment at the time of the Accident.

g. As respects Insurance under Ordinance and Law, the most the Company will pay as a result of any one Accident for:

a) Loss to the Undamaged portion of the building is included in the Limit of Insurance that otherwise applies to the damaged building. But in no event will the amount the Company pay for loss to the building, including the loss in value of the undamaged portion of the building due to enforcement of an ordinance or law to which this coverage applies, exceed:

i. The amount that the Named Insured actually spend to repair, rebuild or replace the building, but not more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or

ii. The actual cash value of the building at the time of loss if the building is not repaired or replaced.

b) Demolition and Increased Cost of Construction is USD as per Declaration Page, subject to the following:

i. With respect to the coverage provided for Demolition Cost, the Company will not pay more than the amount the Named Insured actually spend to demolish and clear the site of the undamaged parts of the building;

ii. With respect to the coverage provided for Increased Cost of Construction:

(a) We will not pay for the Increased Cost of Construction:

Until the building is actually repaired or replaced at the same or another premises; and

Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed 18 months. We may extend this period in writing during the 18 months.

(b) If the building is repaired or replaced at the same location, or if the Named Insured elect to rebuild at another location, the most the Company will pay for the increased cost of construction is the increased cost of construction at the same location.

(c) If the ordinance or law requires relocation to another location, the most the Company will pay for the increased cost of construction is the increased cost of construction at the new location.

h. If a claim or "suit" is brought against the Named Insured alleging that the Named Insured is liable for damage to property of another that was caused by an Accident to an Object, the Company will either:

1. Settle the claim or "suit", or
2. Defend the Named Insured against the "suit" but reserve the right for themselves to settle at any point.

9. EXCLUSIONS

a. To loss:

1) From explosion of an Object other than:

a) Any steam boiler, steam piping, steam turbine, gas turbine, steam engine, or
b) Any machine when such loss is caused by centrifugal force or mechanical breakdown,

b. Nuclear reaction or radiation or radioactive contamination however caused, however this exclusion shall not apply to nuclear medicine at covered hospitals,

c. From fire concomitant with or following an Accident.

d. From an Accident caused directly or indirectly by fire

e. From a combustion explosion outside the Object concomitant with or following an Accident,

f. From an Accident caused directly or indirectly by a combustion explosion outside an Object,

10. CONDITIONS

a. Inspection

The Company shall be permitted but not obligated to inspect the Named Insured's property and operations at any reasonable time. Neither the right to make inspections nor the making thereof nor any advice or report resulting therefrom shall constitute an undertaking, on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

b. Suspension

Upon the discovery of a dangerous condition with respect to any Object, Alliant Insurance Services, Inc., may immediately suspend the insurance, with respect to an Accident to said Object, by written notice mailed or delivered to the Named Insured at the address of the Named Insured stated in the Declaration Page, or at the location of the Object, as stated for it in a schedule or endorsement. The insurance so suspended may be reinstated by the Company but only by an endorsement issued to form a part of this Policy. The Named Insured shall be allowed the unearned portion of the premium paid for such suspended insurance, pro rata for the period of suspension.

c. Notice of Accident and Adjustments

When an Accident occurs, written notice shall be given to the Company as soon as practicable. The Company shall be given like notice of any claim made on account of such Accident. The Company or their representative shall have reasonable time and opportunity to examine the property, and the Named Insured's Location of Risk, before repairs are undertaken or physical evidence of the Accident is removed, except for protection or salvage. Proof of loss shall be made in such form as the Company may require. If suit is brought against the Named Insured for loss to which this Section of the Policy is applicable, any summons or other process served upon the Named Insured shall be forwarded immediately to the Company.

d. Deductible

In the event of an Accident to an Object as insured under this Extension that is concomitant with or followed by physical loss or damage incurred under the All Risks policy that this Extension attaches to, the deductible to be applied to the total loss shall be the applicable Boiler & Machinery deductible.

SECTION X

ENDORSEMENTS

1. VACANT OR UNOCCUPIED LOCATIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

All Coverage Parts

Permission is given for a scheduled location to be vacant or unoccupied for a period of sixty (60) consecutive days from the date of its acquisition or the inception date of this policy, which ever date is later. Thereafter, coverage will apply subject to the following conditions and limitations:

A. The Named Insured must provide written notification to the Company of any and all vacant or unoccupied location(s) and properly designate the vacant/unoccupied status of each on the Statement of Values on file with the Company, prior to any loss or damage; and

B. The Named Insured must maintain all utilities and the same degree of fire protection, and watch and alarm service; and

If conditions A and B above are met, the liability of the Company for covered loss, damage or expense shall be limited to the lesser of the actual replacement cost, the actual cash value if the property is not replaced, or the individually stated value for the scheduled location which sustained the loss as shown in Statement of Value on file with the Company prior to the loss, but in no event shall the liability of the Company exceed USD2,000,000 in any one occurrence. Any exception to this USD2,000,000 limitation on recovery must be agreed to by the Company, in writing and by endorsement, prior to any loss or damage.

If conditions A and B above are not met, the Company will:

1. Not pay for loss, damage or expense caused by or resulting from: vandalism, sprinkler leakage, breakage of building glass, freezing, water damage, theft, attempted theft, any loss covered under any extension of coverage, all regardless of the cause of loss, and

2. Value all loss, damage or expense caused by a covered peril, not otherwise excluded above, at actual cash value or the actual repair/replacement cost, not to exceed USD500,000 in any one occurrence.

Any loss, damage or expense which occurs at an unscheduled location that is vacant or unoccupied at the time of loss, whether unnamed or newly acquired, will be valued at the lesser of the actual cash value, the actual replacement cost or the purchase price of the location, but in no event shall the liability of the Company exceed USD500,000 in any one occurrence. The purchase price value as discussed herein will only be considered in the case of newly acquired properties. Any exception to this limitation on recovery must be agreed to by the company, in writing and by endorsement, prior to any loss or damage.

As used in this Vacancy or Unoccupied Location Endorsement, a building is “vacant” or “unoccupied” when:

a. 70% or more of its total square footage is “vacant” or “unoccupied”; or

b. When it does not contain enough business personal property to conduct customary operations, or, it does not contain enough business personal property pertaining to activities customary to the occupancy of the building.

There is no coverage afforded under the Errors and Omissions provision of this policy for loss, damage or expense at “vacant” or “unoccupied” properties as defined above.

ENDORSEMENT 2

CANCELLATION CLAUSE AMENDMENT
DUE TO FINANCIAL STRENGTH DOWNGRADE ENDORSEMENT

It is hereby understood and agreed that Section IV, General Conditions, Clause N, Cancellation of this policy is amended.

This endorsement modifies insurance provided by the policy:

The Cancellation Provision, Cancellation Condition, or Cancellation Clause, whichever is applicable, is amended by adding the following paragraph to the end thereof:

Notwithstanding any other terms or conditions of this policy to the contrary, in the event that the financial strength rating of the **Company** is downgraded to: (1) below A- by A.M. Best Co., or (2) below BBB by Standard & Poor's Ratings Services (hereinafter, the **Credit Rating Downgrade**), this policy may be canceled by the **FIRST NAMED INSURED** by mailing prior written notice to the Company or by surrender of this policy to the **Company**.

If this policy is canceled by the **First Named Insured** due to such **Credit Rating Downgrade**, then the **Company** shall return the unearned pro rata proportion of the premium as of the effective date of cancellation and shall waive any minimum earned premium requirement specified herein.

The following definitions apply to this endorsement:

1. **Company** means any Insurer participating on this Policy.

2. **First Named Insured** means the first Named Insured as shown on the Declarations page of this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

ENDORSEMENT 3

ECONOMIC SANCTIONS ENDORSEMENT

This endorsement modifies insurance provided by this Policy.

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

All other terms and conditions of the policy remain the same.

PR4225 (07/13)

ENDORSEMENT 4

WAR AND TERRORISM EXCLUSION ENDORSEMENT
(applies to locations outside the USA, its territories and possessions)

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

(1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

(2) any act of terrorism.

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

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.
In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

NMA2918
08/10/2001

This Endorsement Changes The Policy. Please Read It Carefully.

SERVICE OF SUIT (CALIFORNIA)

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

It is agreed that in the event of the failure of this Company to pay any amount claimed to be due hereunder, this Company, at the request of the Insured, will submit to the jurisdiction of any Court of Competent Jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court or seek a transfer of a case to another Court as permitted by the laws of the United States or of any state in the United States, moreover, this endorsement is not an agreement that the law of a particular jurisdiction applies to any dispute under the policy. It is further agreed that service of process in such suit may be made upon the highest one in authority bearing the title "Commissioner", "Director" or "Superintendent" of Insurance of the state or commonwealth wherein the property covered by this policy is located, and that in any suit instituted against it upon this contract this Company will abide by the final decision of such Court or any Appellate Court in the event of an appeal. The one in authority bearing the title "Commissioner", "Director" or "Superintendent" of Insurance of the state or commonwealth wherein the property covered by this policy is located is hereby authorized and directed to accept service of process on behalf of this Company in any such suit and/or upon the Insured's request to give a written undertaking to the Insured that they will enter a general appearance upon this Company's behalf in the event such a suit shall be instituted.

As respects locations in the State of California, notwithstanding anything to the contrary contained in the printed form of this policy, it is agreed and understood that service of suit may be made upon the following:

Corporation Service Company

2710 Gateway Oaks Drive, Suite 150N

Sacramento, California 95833-3505

All other terms and conditions of the policy remain unchanged.

This Endorsement Changes The Policy. Please Read It Carefully.

CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL

The following conditions are added and supersede any provisions to the contrary:

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured at the mailing address shown in the policy and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation if we cancel for:

(1) Nonpayment of premium; or

(2) Discovery of fraud by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

(1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.

(2) Discovery of fraud or material misrepresentation by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

(3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

(4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.

(5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.

(6) A determination by the Commissioner of Insurance that the:

(a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or

(b) Continuation of the policy coverage would:

(i) Place us in violation of California law or the laws of the state where we are domiciled; or

(ii) Threaten our solvency.

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(7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.

b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud ;or

(2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph **3.a.**

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

7. Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under the Commercial Property Coverage Part:

a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in **b.** and **c.** below.

b. We may not cancel this policy solely because the first Named Insured has:

(1) Accepted an offer of earthquake coverage; or

(2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This Restriction **(c.)** applies only if coverage is subject to the Commercial Property Coverage Part – Causes of Loss – Special Form, which exclude loss or damage caused by or resulting from corrosive soil conditions.

B. NONRENEWAL

1. Subject to the provisions of Paragraphs **B.2.** and **B.3.** below, if we elect not to renew this policy, we will mail or deliver written notice stating the reason for nonrenewal to the first Named Insured shown in the Declarations and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under the Commercial Property Coverage Part:

a. We may elect not to renew such coverage for any reason, except as provided in **b., c.** and **d.** below:

b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

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However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

(1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

(2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

(3) We have:

(a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or

(b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority that included an earthquake policy premium surcharge.

d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This Restriction **(d.)** applies only if coverage is subject to the Commercial Property Coverage Part – Causes of Loss – Special Form, which exclude loss or damage caused by or resulting from corrosive soil conditions.

3. We are not required to send notice of nonrenewal in the following situations:

a. If the transfer or renewal of a policy, without any changes in terms, conditions, or rates, is between us and a member of our insurance group.

b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph **B.1.**

c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.

d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.

e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.

f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph **B.1.,** to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

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This Endorsement Changes The Policy. Please Read It Carefully.

MINIMUM EARNED PREMIUM CLAUSE - PERCENTAGE

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

In the event of cancellation of this policy or reduction of coverage by the Insured, a minimum premium of 25 % of the original policy premium shall become earned; any conditions of the policy to the contrary notwithstanding.

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

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

This Endorsement Changes The Policy. Please Read It Carefully.

EXCLUSION AND LIMITED ADDITIONAL COVERAGE FOR FUNGUS

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

A. The following Exclusion is added:

EXCLUSION – "Fungus", Wet Rot, Dry Rot And Bacteria

We will not pay for loss or damage caused directly or indirectly by the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. But if "fungus", wet or dry rot or bacteria results in a "specified covered cause of loss", we will pay for the loss or damage caused by that "specified covered cause of loss".

This exclusion does not apply:

1. When "fungus", wet or dry rot or bacteria results from fire or lightning; or

2. To the extent that coverage is provided in the Additional Coverage - Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria with respect to loss or damage by a cause of loss other than fire or lightning.

B. The following Additional Coverage is added:

ADDITIONAL COVERAGE - Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria

1. This limited coverage applies only when the "fungus", wet or dry rot or bacteria is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence, and only if any loss resulting from the following is reported to us within 60 days of the occurrence.

a. A "specified covered cause of loss" other than fire or lightning; or

b. Flood, if the Flood Coverage Endorsement applies to the affected premises.

2. Under conditions described in item **B.1.** above, we will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:

a. Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;

b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and

c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.

3. The coverage provided under this Limited Coverage is limited to $15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of $15,000 even if the "fungus", wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period.

4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

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If there is covered loss or damage to Covered Property, not caused by "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

C. The following Definition is added:

1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

2. "Specified covered cause of loss" means the following: Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.

a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:

(1) The cost of filling sinkholes; or

(2) Sinking or collapse of land into man-made underground cavities.

b. Falling objects does not include loss or damage to:

(1) Personal property in the open; or

(2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object**.**

c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam.

This Endorsement Changes The Policy. Please Read It Carefully.

EXCLUSION OF PATHOGENIC OR POISONOUS BIOLOGICAL OR CHEMICAL MATERIALS

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

The following exclusion is added:

We will not pay for loss or damage caused directly or indirectly by the discharge, dispersal, seepage, migration, release, escape or application of any pathogenic or poisonous biological or chemical materials. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

However, if both A. and B. below apply, we will pay up to a maximum of $10,000 for any and all claims for such loss or damage arising out of events occurring within the term of this policy:

A. The pathogenic or poisonous biological or chemical materials are normally kept at or brought onto your premises, with your consent, for use in your business operations at your premises; and

B. The discharge, dispersal, seepage, migration, release, escape or application of the pathogenic or poisonous biological or chemical materials is accidental and is not the result of a willful or malicious act against any persons, organizations, or property of any nature.

This Endorsement Changes The Policy. Please Read It Carefully.

FLOOD EXCLUSION

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

In consideration of premium charged, it is agreed that the following exclusion is added to this policy:

We will not pay for loss or damage caused directly or indirectly by a **Flood**. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

Flood is defined as the following:

a. Flood, surface water, rising waters, waves, tides, tidal waves, storm surge, overflow of any body of water or their spray, all whether driven by wind or not;

b. Mudslide or mudflow;

c. Water that backs up or overflows from any sewer or drain;

d. Water that seeps, leaks or flows from below the surface of the ground;

e. The rising, overflowing or breaking of boundaries of natural or man-made bodies of water;

f. The release of water held by a dam, levee or dike or by a water or flood control device;

g. The release of water caused by the Acts, Errors or Omissions by you or others in the design, specifications, workmanship, repair, construction, or renovation of all or any part of a water or flood control device, levee, dam or dike;

h. Inundation of normally dry land by natural or man-made cause; or

i. Water inundation from any cause whatsoever.

However, **Flood** does not include the accidental discharge or leakage of water as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance.

This Endorsement Changes The Policy. Please Read It Carefully.

EARTH MOVEMENT SPRINKLER LEAKAGE EXCLUSION

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

In consideration of premium charged, it is agreed that the following exclusion is added to this policy:

We will not pay for loss or damage caused directly or indirectly by Sprinkler Leakage resulting from Earth Movement. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

Earth Movement shall be defined as follows:

1. Earthquake, including any earth sinking, rising or shifting related to such event;

2. Landslide, including any earth sinking, rising or shifting related to such event;

3. Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

4. Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

5. Volcanic Eruption, Explosion or Effusion.

This Endorsement Changes The Policy. Please Read It Carefully.

EXCLUSION OF TERRORISM (EXCEPTION COVERING CERTAIN FIRE LOSSES)

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

A. Definitions

1. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in that Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

a. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is 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.

2. "Other act of terrorism" means any activity against persons, organizations or property of any nature:

a. That involves the following or preparation for the following:

(1) Use or threat of force or violence; or

(2) Commission or threat of a dangerous act; or

(3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

(1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

(2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology; and

c. When the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act.

B. Exclusion of Certified Acts of Terrorism and the following Other Acts of Terrorism

We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism" or an "other act of terrorism":

1. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

2. With respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:

a. The act involves the use, release or escape of nuclear materials, or that directly or indirectly results in nuclear reaction or radiation or radioactive contamination;

b. The act is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials;

c. The act involves the release of pathogenic or poisonous biological or chemical materials, and it appears that one purpose of the terrorism was to release such materials; or

d. The total of insured damage to all types of property in the United States, its territories and possessions, Puerto Rico, and Canada exceeds $25,000,000. In determining whether the $25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "other act of terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions. Multiple incidents of an "other act of terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold is exceeded.

With respect to this Item **B.2.d.**, the immediately preceding paragraph describes the threshold used to measure the magnitude of an "other act of terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an "other act of terrorism", there is no coverage under this Coverage Part or Policy.

C. Exception Covering Certain Fire Losses

If a "certified act of terrorism" or an "other act of terrorism" results in Fire, we will pay for the loss or damage caused by that Fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for Fire applies only to direct loss or damage by Fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense Coverage Forms or endorsements that apply to those coverage forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

With respect to Fire resulting from any one or more "certified acts of terrorism" under the federal Terrorism Risk Insurance Act, we will not pay any amounts for which we are not responsible under the terms of that Act (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

D. Application Of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as, but not limited to, losses excluded by any Nuclear Hazard or War And Military Action Exclusions.

This Endorsement Changes The Policy. Please Read It Carefully.

CYBER, ELECTRONIC DATA AND SYSTEMS EXCLUSION

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

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

Exclusion

This Policy does not insure any loss, damage, destruction, distortion, erasure, corruption or alteration of **ELECTRONIC DATA** from any cause whatsoever (including but not limited to **COMPUTER VIRUS**) or any loss of access, any loss of use, reduction in functionality, cost, expense of any kind or of any nature whatsoever resulting therefrom. Further, this Policy does not insure any loss or damage that directly or indirectly results from loss, damage, destruction, distortion, erasure, corruption or alteration of **ELECTRONIC DATA** from any cause whatsoever (including but not limited to **COMPUTER VIRUS**).

Such loss or damage as described herein is excluded regardless of any other cause or event contributing concurrently or in any other sequence to the loss or damage.

This exclusion applies regardless of whether the loss or damage arises out of or results from authorized, unauthorized, intentional, unintentional or accidental access in, of, or to any computer, communication system, file server, network(s), networking equipment, computer system, computer hardware, computer software, data processing equipment, computer memory, microchip, microprocessor, integrated circuit or similar device.

ELECTRONIC DATA means facts, concepts and information recorded, transmitted or converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment. **ELECTRONIC DATA** also includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorized instructions or code including, but not limited to any set of maliciously, intentionally, unintentionally or accidentally introduced instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature located anywhere in the world. **COMPUTER VIRUS** includes, but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

However, in the event that a peril insured by this Policy results from any of the matters described herein, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage to insured property that was directly caused by such peril insured by this Policy and occurring within the Policy Period.

This Endorsement Changes The Policy. Please Read It Carefully.

EXCLUSION – MARIJUANA

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

A. The following Exclusion is added:

1. We will not pay for loss or damage to “marijuana” or any property related to the design, manufacture, distribution, sale, serving, furnishing, use or possession of “marijuana”.

2. We will not pay for that part of Business Income loss or Extra Expense incurred due to a "suspension" of your "operations" which involve the design, manufacture, distribution, sale, serving, furnishing, use or possession of "marijuana".

B. Paragraph **A.** above does not apply to any "marijuana" that is not designed, manufactured, distributed, sold, served or furnished for bodily ingestion, inhalation, absorption or consumption.

C. The following definition is added to the **Definitions** section:

"Marijuana" means:

Any good or product that consists of or contains any amount of Tetrahydrocannabinol (THC) or any other cannabinoid, regardless of whether any such THC or cannabinoid is natural or synthetic.

Which includes, but is not limited to, any of the following containing such THC or cannabinoid:

1. Any plant of the genus Cannabis L., or any part thereof, such as seeds, stems, flowers, stalks and roots; or

2. Any compound, byproduct, extract, derivative, mixture or combination, such as, but not limited to:

a. Resin, oil or wax;

b. Hash or hemp; or

c. Infused liquid or edible marijuana;

whether derived from any plant or part of any plant set forth in Paragraph **C.1.** above or not.

COMMON POLICY CONDITIONS

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

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

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

C. Examination Of Your Books And Records

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

D. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

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

F. Transfer Of Your Rights And Duties Under This Policy

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

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

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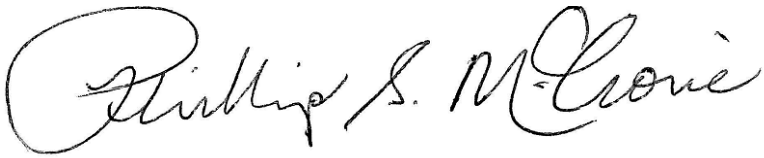
Your policy has been signed on our behalf by our President and by our Secretary. However, your policy will not be binding on us unless it is also countersigned by one of our duly authorized agents.



President

RSUI Indemnity Company
Landmark American Insurance Company
Covington Specialty Insurance Company

Secretary

RSUI Indemnity Company
Landmark American Insurance Company
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