

CONTRACT ENDORSEMENT

UMR: B0507UP2205413

INSURED: State of West Virginia
Mailing Address: 1124 Smith Street, Suite 433, Charleston, WV 25301

ENDORSEMENT NUMBER 1

CONTRACT CHANGES

ENDORSEMENT EFFECTIVE DATE 1 July 2022

CONTRACT CHANGES It is hereby noted and agreed the following amendments apply hereon:


- The following are deleted from **FISCAL AND REGULATORY**:
SURPLUS LINES BROKER: To be agreed Slip Leader
Surplus Lines License Number:
STATE OF FILING: Home State: To be agreed Slip Leader
- US CLASSIFICATION** is amended to read as follows:
US CLASSIFICATION: Non Regulatory

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

RL - 25 July 2022
CE - 25 July 2022

AGREEMENT

ENDORSEMENT AGREEMENTS

| General Underwriters Agreement (GUA) Each Underwriter's proportion is several not joint | | |
|--|-----------------------------------|------------------|
| Slip Leader Only | Slip Leader And Agreement Parties | All Underwriters |
|  Tokio Marine HCC Dave Mansell 25th Jul 2022 15:29 GMT | | |
| Box 1 | Box 2 | Box 3 |

CONTRACT ENDORSEMENT

UMR: B0507UP2205413

INSURED: State of West Virginia
Mailing Address: 1124 Smith Street, Suite 433, Charleston, WV 25301

ENDORSEMENT NUMBER 2

CONTRACT CHANGES

ENDORSEMENT EFFECTIVE DATE 1 July 2022

CONTRACT CHANGES It is hereby noted and agreed the following amendments apply hereon:

1. **PREMIUM** is amended to read as follows:

PREMIUM: USD 6,250,000 (100%) Annual inclusive of USD 112,500 (100%) Annual in respect of

TRIA to be paid in equal instalments as below

Due Date: 1 September 2022:

USD 468,750 (15% for Order) Annual inclusive of USD 8,437.50 (15% for Order) Annual in respect of TRIA

Due Date: 1 December 2022:

USD 468,750 (15% for Order) Annual inclusive of USD 8,437.50 (15% for Order) Annual in respect of TRIA

35% Minimum Earned Premium.

2. **PREMIUM PAYMENT TERMS** is amended to read as follows:

PREMIUM PAYMENT TERMS: First 50% of Premium:

PPC5 (TOR) 4/86 Direct (63 Days)

It is a condition of this contract of insurance that the premium due at inception must be paid to and received by Insurers on or before midnight on 1 September 2022

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

Any extensions to the Premium Payment Condition up to 45 days to be agreed by the Slip Leader only.

Second 50% of Premium:

PPC5 (TOR) 4/86 Direct (154 Days)

It is a condition of this contract of insurance that the premium due at inception must be paid to and received by Insurers on or before midnight on 1 December 2022

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

Any extensions to the Premium Payment Condition up to 45 days to be agreed by the Slip Leader only.

3. SETTLEMENT DUE DATE is amended to read as follows:

SETTLEMENT DUE DATE: First 50% of Premium: 1 September 2022

Second 50% of Premium: 1 December 2022

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

RL - 29 July 2022

AT - 29 July 2022

AGREEMENT

ENDORSEMENT
AGREEMENTS

| General Underwriters Agreement (GUA) | | |
|--|-----------------------------------|------------------|
| Each Underwriter's proportion is several not joint | | |
| Slip Leader Only | Slip Leader And Agreement Parties | All Underwriters |
| Box 1 | Box 2 | Box 3 |



Tokio Marine HCC
 Dave Mansell
 29th Jul 2022 13:29 GMT


AGREEMENT PARTY



2nd Aug 2022 09:34 GMT

Emma Smith
 Dale Underwriting Partners

AGREEMENT PARTY



2nd Aug 2022 09:43 GMT

Emma Smith
 DUAL

CONTRACT ENDORSEMENT

UMR: B0507UP2205413

INSURED: State of West Virginia
Mailing Address: 1124 Smith Street, Suite 433, Charleston, WV 25301

ENDORSEMENT NUMBER 3

CONTRACT CHANGES

ENDORSEMENT EFFECTIVE DATE 1 July 2022

CONTRACT CHANGES It is hereby noted and agreed the following amendments apply hereon:

1. **PREMIUM PAYMENT TERMS** in respect of the First 50% of Premium is amended to read as follows:

PREMIUM PAYMENT TERMS: First 50% of Premium:

PPC5 (TOR) 4/86 Direct (77 Days)

It is a condition of this contract of insurance that the premium due at inception must be paid to and received by Insurers on or before midnight on 15 September 2022

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

Any extensions to the Premium Payment Condition up to 45 days to be agreed by the Slip Leader only.

2. **SETTLEMENT DUE DATE** in respect of the First 50% of Premium is amended to read as follows:

SETTLEMENT DUE DATE: First 50% of Premium: 15 September 2022


ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

RL - 24 August 2022


CE - 24 August 2022

AGREEMENT

ENDORSEMENT AGREEMENTS

| General Underwriters Agreement (GUA) | | |
|--|---|------------------|
| Each Underwriter's proportion is several not joint | | |
| Slip Leader Only | Slip Leader And Agreement Parties | All Underwriters |
| |  <p>Tokio Marine HCC Dave Mansell 25th Aug 2022 10:31 GMT</p> | |
| Box 1 | Box 2 | Box 3 |

| |
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| <p>AGREEMENT PARTY</p>  |
| <p>25th Aug 2022 10:06 GMT</p> |
| <p>Emma Smith Dale Underwriting Partners</p> |

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| <p>AGREEMENT PARTY</p>  |
| <p>25th Aug 2022 10:21 GMT</p> |
| <p>Emma Smith DUAL</p> |

CONTRACT ENDORSEMENT

UMR: B0507UP2205413

INSURED: State of West Virginia
Mailing Address: 1124 Smith Street, Suite 433, Charleston, WV 25301

ENDORSEMENT NUMBER 4

CONTRACT CHANGES

ENDORSEMENT EFFECTIVE DATE 1 July 2022

CONTRACT CHANGES

It is hereby noted and agreed that the following amendments apply hereon:

1. **PREMIUM PAYMENT TERMS** in respect of the First 50% of Premium is amended to read as follows:

PREMIUM PAYMENT TERMS: First 50% of Premium:

PPC5 (TOR) 4/86 Direct (92 Days)

It is a condition of this contract of insurance that the premium due at inception must be paid to and received by Insurers on or before midnight on 30 September 2022

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

Any extensions to the Premium Payment Condition up to 45 days to be agreed by the Slip Leader only.

2. **SETTLEMENT DUE DATE** in respect of the First 50% of Premium is amended to read as follows:

SETTLEMENT DUE DATE: First 50% of Premium: 30 September 2022

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

9 September 2022 - TU

9 September 2022 - CE

AGREEMENT

ENDORSEMENT AGREEMENTS

| General Underwriters Agreement (GUA) | | |
|--|-----------------------------------|------------------|
| Each Underwriter's proportion is several not joint | | |
| Slip Leader Only | Slip Leader And Agreement Parties | All Underwriters |
| Box 1 | Box 2 | Box 3 |



Tokio Marine HCC
 Dave Mansell
 9th Sep 2022 12:41 GMT


AGREEMENT PARTY



9th Sep 2022 13:36 GMT

Emma Smith
 Dale Underwriting Partners

AGREEMENT PARTY



9th Sep 2022 13:37 GMT

Emma Smith
 DUAL

CONTRACT ENDORSEMENT

UMR: B0507UP2205413

INSURED: State of West Virginia
Mailing Address: 1124 Smith Street, Suite 433, Charleston, WV 25301

ENDORSEMENT NUMBER 6

CONTRACT CHANGES

ENDORSEMENT EFFECTIVE DATE 1 July 2022

CONTRACT CHANGES It is hereby understood and agreed that the following amendments are made hereon:

1) **SCHEDULE OF PROGRAM SUBLIMITS** are to read as attached

2) The following are added to **CONDITIONS**:

Dishonest Acts Endorsement as attached

Covered Animals Endorsement as attached

Mold, Fungi, Wet or Dry Rot and Bacteria Exclusion as attached

3) The following within **CONDITIONS** are deleted:

Mold Exclusion PR ES 10 04 01 22

Exclusion of Loss or Damage due to Virus or Bacteria as attached

Asbestos Endorsement PR ES 10 05 01 22

Nuclear, Biological, Chemical and Radioactive Explosion, Pollution Or Contamination Exclusion

Clause – PR ES 10 03 01 22

4) The following within **Conditions**:

'This Market Reform Contract is subject to the same terms, conditions, limitations and exclusions as more fully defined in Policy No To Be Agreed issued by Munich Re (except as contained elsewhere herein) on the identical subject matter and risk as far as applicable.
60 Days Cancellation Clause'

are amended to read:

'This Market Reform Contract is subject to the same terms, conditions, limitations and exclusions as more fully defined in Policy No N1-A3-PP-00000033-00 issued by The Princeton

Excess and Surplus Lines Insurance Company (except as contained elsewhere herein) on the

identical subject matter and risk as far as applicable.

120 Days Cancellation Clause as per Coinsurer's Policy Wording.'

5) The following attachments to the Market Reform Contract are amended to be as attached:

Vacant/Unoccupied Building Endorsement

Joint or Disputed Loss Agreement

Occurrence Limit of Liability Endorsement

Law Enforcement Animals

Pollution Endorsement

Commercial Property Exclusion

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

RL - 10 March 2023

TU - 10 March 2023

SCHEDULE OF PROGRAM SUBLIMITS & Endorsements B - J

Attaching to and forming
part of B0507UP2205413

SCHEDULE OF PROGRAM SUBLIMITS

- A. USD10,000,000 Per Occurrence and Annual Aggregate as respects "Earthquake", subject to limitations contained in Paragraph 8.N of the policy for State Owned Properties and Bridges of the West Virginia Turnpike owned by West Virginia Parkways.
- B. USD10,000,000 Per Occurrence Newly Acquired Real and Personal Property
- C. USD5,000,000
USD200,000 Per Occurrence "Coal Mine Subsidence" for State-Owned Property
Per Structure "Coal Mine Subsidence" for Non-State Owned Property
However, in no event will this Company's liability for "Coal Mine Subsidence" for State Owned Property and Non State Owned Property ever exceed USD5,000,000 in any one occurrence.
- D. USD1,000,000 Per Occurrence and subject to USD2,000,000 in the annual aggregate Employee Dishonesty for entities listed in Named Insured 1. C.
- E. USD1,000,000 Per Occurrence and subject to USD2,000,000 in the annual aggregate Forgery or Alteration for entities listed in Named Insured 1. C.
- F. USD1,000,000 Per Occurrence Theft, Disappearance and Destruction for entities listed in Named Insured 1.C.
- G. USD5,000,000 Per Occurrence Disappearance and Destruction for Capital Complex
- H. USD1,000,000 Per Occurrence Disappearance and Destruction All Other Locations
- I. USD 10,000,000 Per Occurrence Earnings
- J. USD10,000,000 Per occurrence and Annual Aggregate for Named Insured 1. A. Risk Management schedule ONLY (TIV of USD12,209,446,076) subject to per building maximum of USD500,000 and contents per building maximum of USD500,000 but limited to the maximum amount for type and occupancy of buildings that could be recovered from a policy of the National Flood Insurance Program. USD10,000,000 is excess of deductible stated elsewhere herein.
- K. USD5,000,000 Per Occurrence and Annual Aggregate as respects "flood" for licensed automotive vehicles and other similar property of a mobile nature for Automobile Physical Damage subject to limitations contained in paragraph 8.M of the policy for the State of West Virginia and West Virginia County Boards of Education.
- L. USD1,000,000 Per Occurrence Property In Transit/Registered Mail
- M. USD1,000,000 Per Occurrence as respects Alterations, Additions, and Renovations to Existing Property

- N. USD10,000 Per Occurrence as respects Pollution/Contamination Cleanup (as defined in Item 8.O. of Exclusions) subject to USD100,000 annual aggregate
- O. USD250,000 Per Occurrence as respects Electronic Data Amendment Endorsement, subject to USD1,000,000 annual aggregate
- P. USD1,000 Per Occurrence as respects Fire Department Services Charges and Extinguishing Expense
- Q. USD1,000,000 Per Occurrence as respects Off Premises Services Interruption (Property Damage and Business Income combined)
- R. USD1,000,000 Per Occurrence for each respects Demolition Cost and Increased Cost of Construction

ENDORSEMENT NUMBER B

Dishonest Acts Endorsement

This endorsement modifies insurance provided under the:

State of West Virginia All Risks Coverage Form

It is agreed that:

Vandalism and/or destruction of Real and Personal Property of the Insured by an **“employee”**, or public official, elected, appointed and/or a volunteer, shall not be considered a dishonest act.

ENDORSEMENT NUMBER C

Covered Animals Endorsement

This endorsement modifies insurance provided under the following:

STATE OF WEST VIRGINIA ALL RISKS COVERAGE FORM

It is agreed that:

The following coverage is added to Section 6. B.

Covered Animals

- I. This policy is extended to cover direct physical loss of **“covered animals”** while at or within 1,000 feet of the Covered Location, or while in transit, within the coverage territory, caused by or resulting from any of the following causes of loss, not otherwise excluded under this policy:
 - a. Any **“covered cause of loss”**;
 - b. Collision, upset or overturn of a transporting vehicle; or
 - c. Theft, including attempted theft and loss of a **“covered animal”** from a Covered Location when it is likely that the **“covered animal”** has been stolen;

provided such **“covered cause of loss”** directly results in the death, necessary humane destruction or, in the case of theft of a **“covered animal”** that is not found and returned, the total loss of the **“covered animal”**.

- II. The exclusion of animals under Section 7. C. of the Property Excluded section does not apply to this extension of coverage.
- III. The most we will pay per **“occurrence”** under this extension of coverage is the Limit of Insurance shown below:
Any One Occurrence and Annual Aggregate Limit of Insurance - USD300,000
Each Covered Animal Limit of Insurance - USD10,000
However:
 - a. The most we will pay per **“occurrence”** for any one **“covered animal”** is the Each Covered Animal Limit of Insurance.
 - b. The most we will pay for loss of all **“covered animals”** occurring in each separate 12-month period of this policy (beginning with the effective date of this policy), regardless of the number of **“occurrences”** or animals involved, is that Annual Aggregate Limit of Insurance.
- IV. In the event of loss under this extension of coverage, we will determine the value of **“covered animals”** at replacement cost at the time of loss of such animals, prior to

any training or other work performed on the animals by you, or on your behalf, in your business operations.

- V. As used in this endorsement, “**covered animals**” means animals that are:
- a. Owned by you or the animals of others in your care custody and control; and
 - b. Used in your operations.

All other provisions of the policy remain unchanged

ENDORSEMENT NUMBER D

VACANT/UNOCCUPIED BUILDING ENDORSEMENT

This endorsement modifies insurance provided under the:

State of West Virginia All Risks Coverage Form

I. The following definitions are added to Section 5. Definitions in the policy:

- Q.** The terms "**vacant**", "**vacancy**", or "**vacant building**" mean any building, or structure, which is declared with a value to the West Virginia Board of Risk and Insurance Management, which for a period of 90 days does not contain enough business personal property to conduct customary operations, except that:
1. Buildings under construction, or being actively remodeled are not considered vacant, and
 2. If the Insured is a tenant, vacancy is determined in the context of the unit or suite rented or leased to the Insured tenant; if the Insured tenant's premise contain enough business personal property to conduct customary operations the Insured tenant is not subject to any of the vacancy penalties even if the remainder of the building is totally empty; and
 3. If the Insured is the building's owner, the entire building will be considered, not just the portion (if any) occupied by the Insured building owner, and the building will be considered vacant unless at least 31 percent of its total square footage is used to conduct customary operations by an Insured owner, or by a lessee or sub-lessee to whom the building is rented.
- R.** The terms of "**unoccupied**" or "**unoccupied building**" mean any building or structure which is declared with a value to the West Virginia Board of Risk and Insurance Management, in which the customary activities or operations of the Insured have been suspended for a period of 90 days, but business personal property has not been removed.

II. The following additions are made to Section 6. Coverage and Valuation in the policy:

- A. Section 6.C.3.. is amended as follows:
3. Real and Personal Property other than Stock and Improvements and Betterments
Except for "**vacant buildings**", the cost to repair or replace the damaged property, without deduction for depreciation, with materials or like kind, size, capacity and quality subject to:
 - a. Liability under these terms shall not exceed the lessor of the following:
 - i. The values on file with West Virginia Board of Risk and Insurance Management;
 - ii. The cost to repair, rebuild or replace on the same site with material of like kind, size, capacity and quality;
 - iii. The actual expenditure incurred in repairing, rebuilding or replacing on the same or another site but not to exceed size and operating capacity that existed at time of loss.

- b. In the event that replacement with the kind and quality cannot be accomplished, the basis of loss adjustment will be the replacement cost new of unlike kind and quality to restore the function which existed prior to loss.
 - c. In the event of loss or damage to property which is not repaired, rebuilt or replaced within two years from the date of loss or damage, this Company shall not be liable for more than the actual cash value (with proper deduction for depreciation) of the property destroyed.
 - B. Section 6.C.8. is added as follows:
 - 8. Vacant Buildings
 - a. For any "**vacant building**", not owned by the State of West Virginia, liability under these terms shall not exceed the lesser of the follow:
 - i. The declared values on file with the West Virginia Board of Risk and Insurance Management less 25%; or
 - ii. the actual cash value (with proper deduction for depreciation) of the property destroyed, less 25%; however
 - iii. any deductible shall be applied after the conditions imposed by i. or ii., above.
 - b. For any "**vacant building**", owned by the State of West Virginia, the conditions imposed by subsection a., above, do not apply, and loss adjustment shall be as otherwise described in this policy.
- III. The following additions are made to Section 8. Exclusions in the policy:
 - U. As respects buildings or structures which are "vacant", the Company is not obligated to pay for loss or damage resulting from any of the following perils:
 - 1. vandalism
 - 2. building glass breakage
 - 3. water damage, except as may be caused by sprinkler leakage
 - 4. theft
 - 5. attempted theft

All other provisions of the Policy remain unchanged

ENDORSEMENT NUMBER E

JOINT OR DISPUTED LOSS AGREEMENT

This endorsement changes the policy. Please read it carefully.

- A. This endorsement is intended to facilitate payment of insurance proceeds when:
1. Both a boiler and machinery policy and this commercial property policy are in effect;
 2. Damage occurs to Covered Property that is insured by the boiler and machinery policy and this commercial property policy; and
 3. There is disagreement between the insurers as to whether there is coverage or as to the amount of the loss to be paid, if any, by each insurer under its own policies.
- B. This endorsement does not apply if:
1. Both the boiler and machinery insurer(s) and we do not admit to any liability; and
 2. Neither the boiler and machinery insurer(s) nor we contend that coverage applies under the other insurer's policy.
- C. The provisions of this endorsement apply only if all of the following requirements are met:
1. The boiler and machinery policy carried by the named insured, insuring the Covered Property, contains a similar provision at the time of the loss or damage, with substantially the same requirements, procedures and conditions as contained in this endorsement;
 2. The damage to the Covered Property was caused by a loss for which:
 - a. Both the boiler and machinery insurer(s) and we admit to some liability for payment under the respective policies; or
 - b. Either:
 - (1) The boiler and machinery insurer(s) does not admit to any liability for payment, while we contend that:
 - (a) All liability exists under the boiler and machinery policy; or
 - (b) Some liability exists under both the boiler and

machinery policy and this commercial property policy;

(2) We do not admit to any liability for payment, while the boiler and machinery insurer(s) contends that:

- (a) All liability exists under this commercial property policy; or
- (b) Some liability exists under both the boiler and machinery policy and this commercial property policy;
or

(3) Both the boiler and machinery insurer(s) and we:

- a) Do not admit to any liability for payment; and
- b) Contend that some or all liability exists under the other insurer's policy;

3. The total amount of the loss is agreed to by you, the boiler and machinery insurer(s) and us.

D. If the requirements listed in Paragraph C. above are satisfied, we and the boiler and machinery insurer(s) will make payments to the extent, and in the manner, described as follows:

1. We will pay, after your written request, the entire amount of loss that we have agreed as being covered, if any, by this commercial property policy and one-half (1/2) the amount of the loss that is in disagreement.
2. The boiler and machinery insurer(s) will pay, after your written request, the entire amount of loss that they have agreed as being covered, if any, by the boiler and machinery policy and one-half (1/2) the amount of loss that is in disagreement.
3. Payments by the insurers of the amounts that are in disagreement, as described in Paragraphs 1. and 2., do not alter, waive or surrender any rights of any insurer against any other with regard to the portion of the loss for which each insurer is liable.
4. The amount in disagreement to be paid by us under this endorsement shall not exceed the amount payable under the equivalent Loss Agreement(s) of the boiler and machinery policy.
5. The amount to be paid under this endorsement shall not exceed the amount we would have paid had no boiler and machinery policy been in effect at the time of loss. In no event will we pay more than the applicable Limit of Insurance shown in the Declarations.
6. Acceptance by you of sums paid under this endorsement does not alter, waive or surrender any other rights against us.

E. Arbitration

1. If the circumstances described in Paragraph C.2.a. exist and the boiler and machinery insurer(s) and we agree to submit our differences to arbitration, the boiler and machinery insurer(s) and we will determine the amount each will pay and will pay the insured within 90 days. Arbitration will then take place within 90 days after payment of the loss under the terms of this endorsement.
2. If any of the circumstances described in Paragraph C.2.b. exist, then the boiler and machinery insurer(s) and we agree to submit our differences to arbitration within 90 days after payment of the loss under the terms of this endorsement.
3. You agree to cooperate with any arbitration procedures. There will be three arbitrators: one will be appointed by us, and another will be appointed by the boiler and machinery insurer(s). The two arbitrators will select a third arbitrator. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. A decision agreed to by two of the three arbitrators will be binding on both parties. Judgment on any award can be entered in any court that has jurisdiction.

F. Final Settlement Between Insurers

The insurer(s) found responsible for the greater percentage of the ultimate loss must return the excess contribution to the other insurer(s). In addition, the insurer(s) found responsible for the greater portion of the loss must pay Liquidated Damages to the other insurer(s) on the amount of the excess contribution of the other insurer(s). Liquidated Damages are defined as interest from the date the insured invokes this Agreement to the date the insurer(s) that contributed the excess amount is reimbursed. The interest is calculated at 1.5 times the highest prime rate from the Money Rates column of the Wall Street Journal during the period of the Liquidated Damages. Arbitration expenses are not a part of the excess contribution for which liquidated damages are calculated. Arbitration expenses will be apportioned between insurers on the same basis that the ultimate loss is apportioned.

ENDORSEMENT NUMBER F

OCCURRENCE LIMIT OF LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the:

State of West Virginia All Risks Coverage Form

The following terms and conditions will apply to this policy:

1. The amount of insurance shown on the face of this policy is an amount per **“occurrence”**. In no event will the liability of this Company exceed the amount in any one **“occurrence”**, disaster or casualty, irrespective of the number of locations involved.
2. The premium for this policy is based upon the Statement of Values on file with the Company. In the event of a **“covered cause of loss”**, liability of the Company shall be limited to the least of the following:
 - a. the actual adjusted amount of a **“covered cause of loss”**, less applicable deductible(s);
 - b. for a **“covered cause of loss”** sustained to any specifically scheduled item or element of coverage, as scheduled in the most current Statement of Values on file with the Company, 100% of the individually stated amount of each individually scheduled item or element of coverage, less applicable deductibles, regardless of any reference to any sum total amount of specifically scheduled items or elements of coverage by location as may be listed or contained in the Statement of Values.
 - c. the Limit of Liability or amount of insurance shown on the face of this policy.

ENDORSEMENT NUMBER G

LAW ENFORCEMENT ANIMALS

This endorsement modifies insurance provided under the following: All Risks Coverage Form

The following coverage is added to Section 6.B. Real and Personal Property: Law Enforcement Animals

1. As used in this Endorsement, a law enforcement animal means an animal that participates in law enforcement duties for you under the direction of your law enforcement agency and its employees, and includes police dogs and horses from equestrian units, rescue animals and search animals.
2. We will pay for direct physical loss of your law enforcement animals caused by any of the following causes of loss:

Death or injury caused by another while within the course of duty other than such death or injury caused by:

- (1) You or your employees;
- (2) Anyone acting under your or your employees' direction or with your consent; or
- (3) Anyone else to whom you entrust the animals;

that results in the death, necessary humane destruction or, in the case of theft, the total loss of the animals.

** All Law Enforcement Animals: USD30,000 per occurrence

** Any One Law Enforcement Animal: USD10,000 per occurrence

3. Under Section 7.C., Property Excluded, the exclusion of animals does not apply to the coverage provided by this endorsement.
4. The insurance provided under this endorsement does not apply to loss caused by the necessary humane destruction of any animal unless the humane destruction is itself made necessary by a cause of loss listed in provision 2. Above.

5. The most we will pay for loss of all law enforcement animals in any one occurrence under this endorsement is the limit of insurance shown in Paragraph 2. For All Law Enforcement Animals.

Subject to the All Law Endorsement Animals Limit of Insurance, the value of each animal lost in any one occurrence is agreed to be the Limit of Insurance shown in Paragraph 2. For Any One Law Enforcement Animal.

ENDORSEMENT NUMBER H

POLLUTION ENDORSEMENT

It is agreed that:

Notwithstanding any language to the contrary in the following endorsements, the Pollutant Contamination coverage provided by this policy shall be subject to the limits of liability shown in 3. LIMITS OF LIABILITY,

1. Commercial Property Exclusion Endorsement
2. Mold, Fungi, Wet or Dry Rot and Bacteria Exclusion Endorsement

ENDORSEMENT NUMBER I

COMMERCIAL PROPERTY EXCLUSION

This endorsement modifies insurance provided under the:

State of West Virginia All Risks Coverage Form

The following exclusion is added to the policy:

1. EXCLUSIONS

A. POLLUTANTS AND CONTAMINANTS EXCLUSION

1) As used in this endorsement, Pollutants or Contaminants means:

- a. Any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- b. Pollutants or contaminants include but are not limited to those materials that can cause or threaten damage to human health or human welfare or cause or threaten damage, deterioration, loss of value, marketability or loss of use to property. Pollutants or contaminants include, but are not limited to bacteria, fungi, mold, mildew, virus or hazardous substances.

2) This policy does not cover any of the following.

- a. Loss or damage caused by, resulting from, contributed to or made worse by actual, alleged or threatened release, discharge, escape or dispersal of pollutants or contaminants, however caused;

- b. The expense or cost to extract or remove pollutants or contaminants from debris;

- c. The expense or cost to extract or remove pollutants or contaminants from land or water;

- d. The expense or cost to extract or remove, restore or replace contaminated or polluted land or water;
- e. The costs associated with the enforcement or any ordinance or law which requires the Insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of pollutants or contaminants;
- f. Any cost to transport any property or debris to a site for storage or decontamination required because the property is infected by pollutants or contaminants, whether or not such removal, transport or decontamination is required by law, regulation or any authority governing such matters;
- g. Any cost to store or otherwise dispose of any property because pollutants or contaminants infect the property; or
- h. Any expense for the investigation or defense of any loss, damage or any cost, loss of use expense, fine or penalty or for any expense or claim or suit related to any of the above.

3) Additional Coverage

This policy is extended to cover the necessary and reasonable expenses actually incurred by the Insured to clean up or remove pollutants from land or water at Covered Locations under this policy during the policy period if the discharge, dispersal, seepage, migration, release or escape of the pollutants is directly caused by or results directly from fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm or hail, vandalism, malicious mischief, leakage or accidental discharge from automatic fire protective system. The most the Company will pay for such pollutant clean up or removal is a USD10,000 aggregate in any one policy year. The expenses will be paid only if they are reported to the Company in writing within 180 days of the date on which the “**covered cause of loss**” occurs. This additional coverage does not increase the policy limit of insurance.

B. ASBESTOS, DIOXIN OR POLYCHLORINATED BIPHENOLS MATERIALS EXCLUSION

- 1) “**Materials**” means Asbestos, Dioxin, and Polychlorinated Bisphenols.
- 2) This policy does not cover loss or damage caused directly or indirectly by any of the following:

- a. Removal of **"Materials"** from any goods, products, structures or debris;
- b. Demolition, increased cost of reconstruction repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating such **"Materials"**;
- c. Any governmental direction or request declaring that such **"Materials"** present in or part of or utilized in any undamaged portion of the Insured's property can no longer be used for the purpose for which it was intended or installed and must be removed or modified; or
- d. Any expense for the investigation or defense of any loss, damage or any cost, loss of use expense, fine or penalty or for any expense or claim or suit related to any of the above.

3) Additional Coverage

This policy is extended to cover the necessary and reasonable expenses actually incurred by the Insured to remove Asbestos at insured locations under this policy during the policy period if Asbestos itself is directly damaged by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm or hail, vandalism, malicious mischief, leakage or accidental discharge from automatic fire protective system. The most the Company will pay for such Asbestos removal is a USD10,000 aggregate in any one policy year. The expenses will be paid only if they are reported to the Company in writing within 180 days of the date on which the **"covered cause of loss"** occurs. This additional coverage does not increase the policy limit of insurance.

C. NUCLEAR EXCLUSION CLAUSE

- 1) The Company shall not be liable for loss or damage by nuclear reaction, nuclear radiation or radioactive contamination, however caused.
- 2) This policy will not cover any cost or expense to defend any claim or suit or pay any damages, loss or expense or obligation, resulting from nuclear reaction, nuclear radiation or radioactive contamination, however caused.

D. FINES OR PENALTIES

This policy will not pay any costs, expenses, fines or penalties incurred or sustained by or imposed on the Insured at the order of any government agency, court or other authority arising from any cause whatsoever.

2. OTHER INSURANCE CONTRACTS

Coverage provided by other insurance contract(s) for any exclusion in this endorsement shall not affect the terms and conditions as set forth by this endorsement. This policy shall not cover as excess insurance or contribute with such other insurance for loss or damage excluded by this endorsement.

The policy changes provided by this endorsement shall supersede and annul any conflicting provisions of the policy. All other matters not affected by this endorsement remain the same and shall be governed by the terms and conditions of the Company's policy to which this endorsement is attached.

ENDORSEMENT NUMBER J

MOLD, FUNGI, WET OR DRY ROT AND BACTERIA EXCLUSION

It is agreed that:

I. EXCLUSIONS

This policy does not cover:

- A. Loss or damage caused directly or indirectly by mold or other fungi, wet or dry rot, or bacteria;
- B. The costs associated with the enforcement of any ordinance or law which requires the 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 mold or other fungi, wet or dry rot, or bacteria; or
- C. Any costs, expenses, fines or penalties incurred or sustained by or imposed on the Insured at the order of any government agency, court or other authority arising from any cause whatsoever.

This mold or other fungi, wet or dry rot, or bacteria exclusion applies whether or not the loss event results in widespread damage or affects a substantial area.

II. LIMITED COVERAGE FOR MOLD, FUNGI, WET OR DRY ROT AND BACTERIA

This policy is extended to cover, subject to a maximum total limit of USD10,000 per **“occurrence”**, loss or damage directly caused by or resulting from mold or other fungi, wet or dry rot, or bacteria if such mold or other fungi, wet or dry rot, or bacteria is directly caused by or results from one or more of the following causes that occurs during the policy period:

- Fire;
- Lightning;
- Explosion;
- Windstorm;
- Hail;

- Smoke;
- Vehicles;
- Aircraft;
- Civil disturbance;
- Riot;
- Vandalism;
- Sprinkler leakage;
- Leakage from fire extinguishing equipment;
- "Sinkhole collapse";
- Volcanic action;
- Falling objects;
- Weight of snow, ice or sleet;
- Water damage; or
- Collision, or upset or overturn of a transporting vehicle:
 - 1) at locations occupied by the Insured; or
 - 2) away from the locations occupied by the Insured when the transporting vehicle is owned, operated, rented, leased or borrowed by the Insured.

If this policy includes coverage for "**flood**", "**earthquake**" or earth movement it will be considered a covered peril for mold or other fungi, wet or dry rot, or bacteria.

As applied to this limited coverage for loss or damage by mold, fungi, wet or dry rot, and bacteria, "loss or damage" means:

- A. Direct physical loss or damages to Covered Property by mold, fungus, wet or dry rot or bacteria, including the cost of removal of the mold, 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 mold, 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 reason to believe that mold, fungus, wet or dry rot or bacteria are present.

The maximum total limit provided by this coverage extension is USD10,000 per “**occurrence**” regardless of the number or type of coverages that may apply, the number of locations to which this coverage extension applies, or regardless of the number or type of mold or other fungi, wet or dry rot, or bacteria that caused the loss or damage. When this agreement and any other insuring agreement or endorsement written by the Company applies to the same mold or other fungi, wet or dry rot, or bacteria loss, USD10,000 is the most the Company will pay on a combined total basis for all such loss. This amount is not in addition to the limits of coverage for real or personal property, “**flood**”, “**earthquake**” or earth movement or time element coverage as specified elsewhere in this policy.

III. DEFINITIONS

A. Mold or other fungi means:

- 1) any type or form of mold or mildew;
- 2) any other type or form of fungus; or
- 3) any mycotoxin, spore, scent or byproduct that is produced or released by such mold, mildew or other fungus.

B. Bacteria means:

- 1) any type or form of bacterium; or
- 2) any byproduct that is produced or released by such bacterium.

RISK DETAILS

| | |
|---------------------------------------|--|
| UMR: | B0507UP2205413 |
| TYPE: | ALL RISKS OF DIRECT PHYSICAL LOSS OR DAMAGE INCLUDING FLOOD, EARTH MOVEMENT, BUT EXCLUDING BOILER EXPLOSION AND MACHINERY BREAKDOWN |
| INSURED: | State of West Virginia Mailing Address: 1124 Smith Street, Suite 433, Charleston, WV 25301 |
| PERIOD: | From 1 July 2022 to 1 July 2023, beginning and ending 12:01 AM at the location of the property insured. |
| INTEREST: | Real and Personal Property, including Property in the Care, Custody and Control of the Insured for which the Insured are legally liable to insure, Improvements and Betterments, Property in the Course of Construction, Property in Transit, Electronic Data Processing Equipment/Media/Extra Expense, Accounts Receivable, Valuable Papers and Records, Consequential Damage, Expediting Expense, Business Interruption, Extra Expense, Contingent Business Interruption/Extra Expense, Leasehold Interest and Rental Value, all as may be more fully defined in the Coinsurer's Policy Wording. |
| SUM INSURED: | USD 20,000,000 any one occurrence and in the Annual Aggregate in respect of Flood and Earthquake separately Only to pay the excess of: USD 1,000,000 any one occurrence in respect of All Perils |
| SCHEDULE OF PROGRAM SUBLIMITS: | Any one occurrence. Entire program from ground up (Excess of deductibles) USD 20,000,000 As respects all coverage's for any one "occurrence" regardless of the number of locations, coverage's or perils involved, except the following sub limits are part of the overall Policy limit and do not increase this Company's overall limit of liability as stated above. A. USD 10,000,000 Per Occurrence and Annual Aggregate as respects "Earthquake", subject to limitations contained in Paragraph 8.N of the policy for State Owned Properties and Bridges of the West Virginia Turnpike owned by West Virginia Parkways. B. USD 10,000,000 Per Occurrence Newly Acquired Real and Personal Property C. USD 5,000,000 Per Occurrence "Coal Mine Subsidence" for State-Owned Property USD 200,000 Per Structure "Coal Mine Subsidence" for Non-State Owned Property However, in no event will this Company's liability for "Coal Mine Subsidence" for State Owned Property and Non State Owned Property ever exceed USD 5,000,000 in any one occurrence. D. USD 1,000,000 Per Occurrence and subject to USD 2m in the annual aggregate Employee Dishonesty for entities listed in Named Insured 1. C. E. USD 1,000,000 Per Occurrence and subject to USD 2m in the annual aggregate Forgery or Alteration for entities listed in Named Insured 1. C. F. USD 1,000,000 Per Occurrence Theft, Disappearance and Destruction for entities listed in Named Insured 1.C. G. USD 5,000,000 Per Occurrence Disappearance and Destruction for Capital Complex |

- H. USD 1,000,000 Per Occurrence Disappearance and Destruction All Other Locations
- I. USD 10,000,000 Per Occurrence Earnings
- J. USD 10,000,000 Per occurrence and Annual Aggregate for the Risk Management schedule ONLY (TIV of USD 12,209,446,076) subject to per building maximum of USD 500,000 and contents per building maximum of USD 500,000 but limited to the maximum amount for type and occupancy of buildings that could be recovered from a policy of the National Flood Insurance Program. USD 10,000,000 is excess of deductible stated elsewhere herein.
- K. USD 5,000,000 Per Occurrence and Annual Aggregate as respects “flood” for licensed automotive vehicles and other similar property of a mobile nature for Automobile Physical Damage subject to limitations contained in paragraph 8.M of the policy for the State of West Virginia and West Virginia County Boards of Education.
- L. USD 1,000,000 Per Occurrence Property In Transit/Registered Mail
- M. USD 1,000,000 Per Occurrence as respects Alterations, Additions, and Renovations to Existing Property
- N. USD 10,000 Per Occurrence as respects Pollution/Contamination Cleanup (as defined in Item 8.O. of Exclusions) subject to USD 100,000 annual aggregate O. USD 250,000 Per Occurrence as respects Electronic Data Amendment Endorsement, subject to USD 1,000,000 annual aggregate
- P. USD 1,000 Per Occurrence as respects Fire Department Services Charges and Extinguishing Expense
- Q. USD 1,000,000 Per Occurrence as respects Off Premises Services Interruption (Property Damage and Business Income combined)
- R. USD 1,000,000 Per Occurrence for each respects Demolition Cost and Increased Cost of Construction

SITUATION: The fifty (50) states comprising the United States of America, its territories and possessions, the District of Columbia and Puerto Rico

CONDITIONS: This Market Reform Contract is subject to the same terms, conditions, limitations and exclusions as more fully defined in Policy No To Be Agreed issued by Munich Re (except as contained elsewhere herein) on the identical subject matter and risk as far as applicable.

- 60 Days Cancellation Clause
- NMA 2802 Electronic Date Recognition Exclusion (EDRE)
- LMA 5400 Property Cyber and Data Endorsement
- Mold Exclusion PR ES 10 04 01 22
- Asbestos Endorsement PR ES 10 05 01 22
- 711PDP00214 Preservation of Property Clause
- War and Military Action Exclusion - PR ES 10 06 01 22
- Nuclear, Biological, Chemical, And Radioactive Explosion, Pollution Or Contamination Exclusion Clause - PR ES 10 03 01 22
- NMA 2419 Lines Clause
- LMA 5389 US Terrorism Risk Insurance Act of 2002 as amended – New & Renewal Business Endorsement
- Communicable Disease Endorsement LMA 5393

LMA 3100 Sanction Limitation and Exclusion
 LMA 5130 Application of Sublimits Endorsement
 Joint or Disputed Loss Agreement as attached
 Law Enforcement Animals as attached
 Vacant Unoccupied Building Endorsement as attached
 Occurrence Limit of Liability Endorsement as attached
 Pollution Endorsement as attached
 Commercial Property Exclusion as attached
 Exclusion of Loss or Damage due to Virus or Bacteria as attached

CHOICE OF LAW & JURISDICTION: The applicable law will be determined by the court of competent jurisdiction as referred to in NMA 1998. NMA 1998 US Jurisdiction naming Lloyd's America, Inc. Attention: Legal Department, 280 Park Avenue, East Tower, 25th Floor, New York, NY 10017 except Mendes & Mount of 750 Seventh Avenue, New York, New York, 10019-6829 for any Companies hereon

PREMIUM: USD 6,250,000 (100%) Annual inclusive of USD 112,500 (100%) annual in respect of TRIA 35% Minimum Earned Premium.

PREMIUM PAYMENT TERMS: PPC5 (TOR) 4/86 Direct (60 Days)
 It is a condition of this contract of insurance that the premium due at inception must be paid to and received by Insurers on or before midnight on 29 August 2022
 If this condition is not complied with, then this contract of insurance will terminate on the above date with the Insured hereby agreeing to pay premium calculated at not less than pro-rata temporis.
 Any extensions to the Premium Payment Condition up to 45 days to be agreed by the Slip Leader only.

TAXES PAYABLE BY INSURED AND ADMINISTERED BY INSURERS: None

RECORDING, TRANSMITTING & STORING INFORMATION: Where the Broker maintains risk and claim data/information/documents the Broker may hold data/information/documents electronically

INSURER CONTRACT DOCUMENTATION: This document details the contract terms entered into by the Insurers and constitutes the contract document. No further contractual documentation to be issued.
 This contract is subject to US state surplus lines requirements. It is the responsibility of the surplus lines broker to affix a surplus lines notice to the contract document before it is provided to the insured. In the event that the surplus lines notice is not affixed to the contract document the insured should contact the surplus lines broker

JOINT OR DISPUTED LOSS AGREEMENT **This endorsement changes the policy. Please read it carefully.**

- A. This endorsement is intended to facilitate payment of insurance proceeds when:
1. Both a boiler and machinery policy and this commercial property policy are in effect;
 2. Damage occurs to Covered Property that is insured by the boiler and machinery policy and this commercial property policy; and
 3. There is disagreement between the insurers as to whether there is coverage or as to the amount of the loss to be paid, if any, by each insurer under its own policies.
- B. This endorsement does not apply if:
1. Both the boiler and machinery insurer(s) and we do not admit to any liability; and
 2. Neither the boiler and machinery insurer(s) nor we contend that coverage applies under the other insurer's policy.
- C. The provisions of this endorsement apply only if all of the following requirements are met:
1. The boiler and machinery policy carried by the named insured, insuring the Covered Property, contains a similar provision at the time of the loss or damage, with substantially the same requirements, procedures and conditions as contained in this endorsement;
 2. The damage to the Covered Property was caused by a loss for which:
 - a. Both the boiler and machinery insurer(s) and we admit to some liability for payment under the respective policies; or
 - b. Either:
 - (1) The boiler and machinery insurer(s) does not admit to any liability for payment, while we contend that:
 - (a) All liability exists under the boiler and machinery policy; or
 - (b) Some liability exists under both the boiler and machinery policy and this commercial property policy;
 - (2) We do not admit to any liability for payment, while the boiler and machinery insurer(s) contends that:
 - (a) All liability exists under this commercial property policy; or
 - (b) Some liability exists under both the boiler and machinery policy and this commercial property policy; or
 - (3) Both the boiler and machinery insurer(s) and we:

- a) Do not admit to any liability for payment; and
 - b) Contend that some or all liability exists under the other insurer's policy;
3. The total amount of the loss is agreed to by you, the boiler and machinery insurer(s) and us.
- D. If the requirements listed in Paragraph C. above are satisfied, we and the boiler and machinery insurer(s) will make payments to the extent, and in the manner, described as follows:
1. We will pay, after your written request, the entire amount of loss that we have agreed as being covered, if any, by this commercial property policy and one-half (1/2) the amount of the loss that is in disagreement.
 2. The boiler and machinery insurer(s) will pay, after your written request, the entire amount of loss that they have agreed as being covered, if any, by the boiler and machinery policy and one-half (1/2) the amount of loss that is in disagreement.
 3. Payments by the insurers of the amounts that are in disagreement, as described in Paragraphs 1. and 2., do not alter, waive or surrender any rights of any insurer against any other with regard to the portion of the loss for which each insurer is liable.
 4. The amount in disagreement to be paid by us under this endorsement shall not exceed the amount payable under the equivalent Loss Agreement(s) of the boiler and machinery policy.
 5. The amount to be paid under this endorsement shall not exceed the amount we would have paid had no boiler and machinery policy been in effect at the time of loss. In no event will we pay more than the applicable Limit of Insurance shown in the Declarations.
 6. Acceptance by you of sums paid under this endorsement does not alter, waive or surrender any other rights against us.
- E. Arbitration
1. If the circumstances described in Paragraph C.2.a. exist and the boiler and machinery insurer(s) and we agree to submit our differences to arbitration, the boiler and machinery insurer(s) and we will determine the amount each will pay and will pay the insured within 90 days. Arbitration will then take place within 90 days after payment of the loss under the terms of this endorsement.
 2. If any of the circumstances described in Paragraph C.2.b. exist, then the boiler and machinery insurer(s) and we agree to submit our differences to arbitration within 90 days after payment of the loss under the terms of this endorsement.
 3. You agree to cooperate with any arbitration procedures. There will be three arbitrators: one will be appointed by us, and another will be appointed by the boiler and machinery insurer(s). The two arbitrators will select a third arbitrator. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. A decision agreed to by two of the three arbitrators will be binding on both parties. Judgment on any award can be entered in any court that has jurisdiction.

F. Final Settlement Between Insurers

The insurer(s) found responsible for the greater percentage of the ultimate loss must return the excess contribution to the other insurer(s). In addition, the insurer(s) found responsible for the greater portion of the loss must pay Liquidated Damages to the other insurer(s) on the amount of the excess contribution of the other insurer(s). Liquidated Damages are defined as interest from the date the insured invokes this Agreement to the date the insurer(s) that contributed the excess amount is reimbursed. The interest is calculated at 1.5 times the highest prime rate from the Money Rates column of the Wall Street Journal during the period of the Liquidated Damages. Arbitration expenses are not a part of the excess contribution for which liquidated damages are calculated. Arbitration expenses will be apportioned between insurers on the same basis that the ultimate loss is apportioned.

LAW ENFORCEMENT ANIMALS

This endorsement modifies insurance provided under the following: All Risks Coverage Form

The following coverage is added to Section 6.B. Real and Personal Property: Law Enforcement Animals

1. As used in this Endorsement, a law enforcement animal means an animal that participates in law enforcement duties for you under the direction of your law enforcement agency and its employees, and includes police dogs and horses from equestrian units, rescue animals and search animals.
2. We will pay for direct physical loss of your law enforcement animals caused by any of the following causes of loss:

Death or injury caused by another while within the course of duty other than such death or injury caused by:

- (1) You or your employees;
- (2) Anyone acting under your or your employees' direction or with your consent; or
- (3) Anyone else to whom you entrust the animals;

that results in the death, necessary humane destruction or, in the case of theft, the total loss of the animals.

**

All Law Enforcement Animals:

\$30,000 per occurrence

**

Any One Law Enforcement Animal:

\$10,000 per occurrence

3. Under Section 7.C., Property Excluded, the exclusion of animals does not apply to the coverage provided by this endorsement.
4. The insurance provided under this endorsement does not apply to loss caused by the necessary humane destruction of any animal unless the humane destruction is itself made necessary by a cause of loss listed in provision 2. Above.

5. The most we will pay for loss of all law enforcement animals in any one occurrence under this endorsement is the limit of insurance shown in Paragraph 2. For All Law Enforcement Animals.

Subject to the All Law Endorsement Animals Limit of Insurance, the value of each animal lost in any one occurrence is agreed to be the Limit of Insurance shown in Paragraph 2. For Any One Law Enforcement Animal.

**VACANT/
UNOCCUPIED
BUILDING
ENDORSEMENT**

This endorsement modifies insurance provided under the:
State of West Virginia All Risks Coverage Form

- I. The following definitions are added to Section 5. Definitions in the policy:
 - Q. Buildings under construction, or being actively remodeled are not considered vacant, and
 2. If the Insured is a tenant, vacancy is determined in the context of the unit or suite rented or leased to the Insured tenant; if the Insured tenant's premise contain enough business personal property to conduct customary operations the Insured tenant is not subject to any of the vacancy penalties even if the remainder of the building is totally empty; and
 3. If the Insured is the building's owner, the entire building will be considered, not just the portion (if any) occupied by the Insured building owner, and the building will be considered vacant unless at least 31 percent of its total square footage is used to conduct customary operations by an Insured owner, or by a lessee or sub-lessee to whom the building is rented.
 - R. The terms of "unoccupied" or "unoccupied building" mean any building or structure which is declared with a value to the West Virginia Board of Risk and Insurance Management, in which the customary activities or operations of the Insured have been suspended for a period of 90 days, but business personal property has not been removed.
- II. The following additions are made to Section 6. Coverage and Valuation in the policy: A.

Section 6.C.3.. is amended as follows: 3.

Real and Personal Property other than Stock and Improvements and Betterments Except for "vacant buildings", the cost to repair or replace the damaged property, without deduction for depreciation, with materials or like kind, size, capacity and quality subject to:

 - a. Liability under these terms shall not exceed the lesser of the following: i.

The values on file with West Virginia Board of Risk and Insurance Management;
 - ii. The cost to repair, rebuild or replace on the same site with material of like kind, size, capacity and quality;

- iii. The actual expenditure incurred in repairing, rebuilding or replacing on the same or another site but not to exceed size and operating capacity that existed at time of loss.
- b. In the event that replacement with the kind and quality cannot be accomplished, the basis of loss adjustment will be the replacement cost new of unlike kind and quality to restore the function which existed prior to loss.
- c. In the event of loss or damage to property which is not repaired, rebuilt or replaced within two years from the date of loss or damage, this Company shall not be liable for more than the actual cash value (with proper deduction for depreciation) of the property destroyed.

Section 6.C.8. is added as follows:

B.

8. Vacant Buildings

- a. For any "vacant building", not owned by the State of West Virginia, liability under these terms shall not exceed the lesser of the follow:
 - i. The declared values on file with the West Virginia Board of Risk and Insurance Management less 25%; or
 - ii. the actual cash value (with proper deduction for depreciation) of the property destroyed, less 25%; however
 - iii. any deductible shall be applied after the conditions imposed by i. or ii., above.
- b. For any "vacant building", owned by the State of West Virginia, the conditions imposed by subsection a., above, do not apply, and loss adjustment shall be as otherwise described in this policy.

II. The following additions are made to Section 8. Exclusions in the policy:

- U. As respects buildings or structures which are "vacant", the Company is not obligated to pay for loss or damage resulting from any of the following perils:
 1. vandalism
 2. building glass breakage
 3. water damage, except as may be caused by sprinkler leakage

- 4. theft
- 5. attempted theft

**OCCURRENCE LIMIT
OF LIABILITY
ENDORSEMENT**

This endorsement modifies insurance provided under the:
State of West Virginia All Risks Coverage Form
The following terms and conditions will apply to this policy:

- 1. The amount of insurance shown on the face of this policy is an amount per “**occurrence**”. In no event will the liability of this Company exceed the amount in any one “**occurrence**”, disaster or casualty, irrespective of the number of locations involved.
- 2. the actual adjusted amount of a “**covered cause of loss**”, less applicable deductible(s);
 - b. for a “**covered cause of loss**” sustained to any specifically scheduled item or element of coverage. as scheduled in the most current Statement of Values on file with the Company, 100% of the individually stated amount of each individually scheduled item or element of coverage, less applicable deductibles, regardless of any reference to any sum total amount of specifically scheduled items or elements of coverage by location as may be listed or contained in the Statement of Values.
 - c. the Limit of Liability or amount of insurance shown on the face of this policy.

**POLLUTION
ENDORSEMENT**

It is agreed that:
Notwithstanding any language to the contrary in the following endorsements, the Pollutant Contamination coverage provided by this policy shall be subject to the limits of liability shown in 3. LIMITS
OF LIABILITY,

- 1. Commercial Property Exclusion Endorsement
- 2. Mold, Fungi, Wet or Dry Rot and Bacteria Exclusion Endorsement

**COMMERCIAL
PROPERTY
EXCLUSION**

This endorsement modifies insurance provided under the:
State of West Virginia All Risks Coverage Form
The following exclusion is added to the policy:

- 1. EXCLUSIONS
 - A. POLLUTANTS AND CONTAMINANTS EXCLUSION
 - 1) As used in this endorsement, Pollutants or Contaminants means:
 - a. Any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
 - b.

Pollutants or contaminants include but are not limited to those materials that can cause or threaten damage to human health or human welfare or cause or threaten damage, deterioration, loss of value, marketability or loss of use to property. Pollutants or contaminants include, but are not limited to bacteria, fungi, mold, mildew, virus or hazardous substances.

- 2) This policy does not cover any of the following.
- a. Loss or damage caused by, resulting from, contributed to or made worse by actual, alleged or threatened release, discharge, escape or dispersal of pollutants or contaminants, however caused;
 - b. The expense or cost to extract or remove pollutants or contaminants from debris;
 - c. The expense or cost to extract or remove pollutants or contaminants from land or
water;
 - d. The expense or cost to extract or remove, restore or replace contaminated or polluted
land or water;
 - e. The costs associated with the enforcement or any ordinance or law which requires the Insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of pollutants or contaminants;
 - f. Any cost to transport any property or debris to a site for storage or decontamination required because the property is infected by pollutants or contaminants, whether or not such removal, transport or decontamination is required by law, regulation or any authority governing such matters;
 - g. Any cost to store or otherwise dispose of any property because pollutants or contaminants infect the property; or
 - h. Any expense for the investigation or defense of any loss, damage or any cost, loss of use expense, fine or penalty or for any expense or claim or suit related to any of the above.

3) Additional Coverage

This policy is extended to cover the necessary and reasonable expenses actually incurred by the Insured to clean up or remove pollutants from land or water at Covered Locations under this policy during the policy period if the discharge, dispersal, seepage, migration, release or escape of the pollutants is directly caused by or results directly from fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm or hail, vandalism, malicious mischief, leakage or accidental discharge from automatic fire protective system. The most the Company will pay for such pollutant clean up or removal is a \$10,000 aggregate in any one policy year. The expenses will be paid only if they are reported to the Company in writing within 180 days of the date on which the “covered cause of loss” occurs. This additional coverage does not increase the

policy limit of insurance.

B. ASBESTOS, DIOXIN OR POLYCHLORINATED BIPHENOLS MATERIALS EXCLUSION

- 1) **"Materials"** means Asbestos, Dioxin, and Polychlorinated Bisphenols.
- 2) This policy does not cover loss or damage caused directly or indirectly by any of the

following:

- a. Removal of **"Materials"** from any goods, products, structures or debris;
 - b. Demolition, increased cost of reconstruction repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating such **"Materials"**;
 - c. Any governmental direction or request declaring that such **"Materials"** present in or part of or utilized in any undamaged portion of the Insured's property can no longer be used for the purpose for which it was intended or installed and must be removed or modified; or
 - d. Any expense for the investigation or defense of any loss, damage or any cost, loss of use expense, fine or penalty or for any expense or claim or suit related to any of the above.
- 3) **Additional Coverage**

This policy is extended to cover the necessary and reasonable expenses actually incurred by the Insured to remove Asbestos at insured locations under this policy during the policy period if Asbestos itself is directly damaged by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm or hail, vandalism, malicious mischief, leakage or accidental discharge from automatic fire protective system. The most the Company will pay for such Asbestos removal is a \$10,000 aggregate in any one policy year. The expenses will be paid only if they are reported to the Company in writing within 180 days of the date on which the **"covered cause of loss"** occurs. This additional coverage does not increase the policy limit of insurance.

C.

NUCLEAR EXCLUSION CLAUSE

- 1) The Company shall not be liable for loss or damage by nuclear reaction, nuclear radiation or radioactive contamination, however caused.
- 2) This policy will not cover any cost or expense to defend any claim or suit or pay any damages, loss or expense or obligation, resulting from nuclear reaction, nuclear radiation or radioactive contamination, however caused.

FINES OR PENALTIES

- D. This policy will not pay any costs, expenses, fines or penalties incurred or sustained by or imposed on the Insured at the order of any government agency, court or other authority arising from any cause whatsoever.

OTHER INSURANCE CONTRACTS

- 2. Coverage provided by other insurance contract(s) for any exclusion in this endorsement shall not affect the terms and conditions as set forth by this endorsement. This policy shall not cover as excess insurance or contribute with such other insurance for loss or damage excluded by this endorsement.

The policy changes provided by this endorsement shall supersede and annul any conflicting provisions of the policy. All other

matters not affected by this endorsement remain the same and shall be governed by the terms and conditions of the Company's policy to which this endorsement is attached.

EXCLUSION OF LOSS OR DAMAGE DUE TO VIRUS OR BACTERIA

It is agreed that the following exclusion shall be added to the policy:

Virus or Bacteria Exclusion

We will not pay for loss or damage to covered property caused by, arising out of or resulting from, contributed to or made worse by, actual, alleged or suspected presence of any virus, bacterium or microorganism that induces or is capable of inducing physical distress, illness or disease. Nor will we pay:

- 1. The expense or cost to extract or remove such a virus, bacterium or microorganism from covered property;
- 2. The costs associated with the enforcement of any ordinance or law which requires you 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 such a virus, bacterium or microorganism;
- 3. The expense or costs associated with the enforcement of or compliance with of any ordinance or law which requires the total or partial, temporary or permanent, interruption, closure or cessation of business;
- 4. Any cost to transport any property or debris to a site for storage or decontamination required because the property is infected by such a virus, bacterium or microorganism, whether or not such removal, transport or decontamination is required by law, regulation or any authority governing such matters; or
- 5. Any cost to store or otherwise dispose of any property because of the presence of such a virus, bacterium or microorganism in or on covered property.

This exclusion applies to all coverage under all forms and endorsements that comprise this coverage part or policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.

With respect to loss or damage subject to this exclusion, the terms of this exclusion shall supersede any exclusion pertaining to pollutants.

As used in this endorsement:

The term “we” means the company providing this insurance.

The term “covered property” shall have the same meaning as set forth in the policy and shall have the same meaning as the term “insured property” (wherever such term is used in policy).

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

Nuclear, Biological, Chemical, And Radioactive Explosion, Pollution Or Contamination Exclusion

Clause

With respect to this policy and any endorsements thereto, the following endorsement is added and supersedes any provision to the contrary: Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, this Policy excludes absolutely any, loss, damage, cost, claim, expense, sum or other obligation of any kind or description directly or indirectly caused by, contributed to, resulting from, or arising out of or in connection with actual, threatened, feared or perceived use of any biological, chemical, radioactive or nuclear agent, material, device or weapon regardless of any other cause or event that contributes concurrently or in any sequence thereto. However, if fire results from any of the above, we will cover the resultant fire loss but only to the extent, if any, required by the Standard Fire Policy Statute in that state.

PR ES 10 03 01 22

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

War and Military Action Exclusion

With respect to this policy and any endorsements thereto, the following endorsement is added and supersedes any provision to the contrary:

We, the Company, will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. 1.

War, including undeclared or civil war;

2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

PR ES 10 06 01 22

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

COMMUNICABLE DISEASE ENDORSEMENT (For use on property policies)

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

- 2.1. for a Communicable Disease, or
- 2.2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

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

LMA5393

25 March 2020

Mold, Fungal Pathogens Exclusion

With respect to this policy and any endorsements thereto, the following endorsement is added and supersedes any provision to the contrary: The insurance under this policy does not apply to: All loss, damage, cost or expense directly or indirectly caused by, arising out of, resulting from or in any manner related to Fungal Pathogens whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss. As used in this endorsement, Fungal Pathogens means any fungus or mycota or any byproduct or type of infestation produced by such fungus or mycota, including but not limited to, mold, mildew, mycotoxins, spores or any biogenic aerosols.

PR ES 10 04 01 22

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

Asbestos Endorsement

With respect to this policy and any endorsements thereto, the following endorsement is added and supersedes any provision to the contrary:

This policy only insures asbestos physically incorporated in an insured building or structure,

- A. and then only that part of the asbestos which has been physically damaged during the policy period by one of these Listed Perils:

Fire; Explosion; Lightning; Windstorm; Hail; Direct impact of vehicle, aircraft or vessel; Riot or Civil Commotion; Vandalism or malicious mischief; or accidental discharge of fire protective equipment.

This coverage is subject to all limitations in the policy to which this endorsement attached and, in addition, to each of the following specific limitations:

1. The said building or structure must be insured under this policy for damage by that Listed Peril.
2. The Listed Peril must be the immediate, sole cause of the damage to the asbestos.
- 3.

The Insured must report to Underwriters the existence and cost of the damage as soon as

practicable after the Listed Perils first damaged the asbestos. However this policy does not insure any damage first reported to underwriters more than 12 (twelve) months after the expiration, or termination, of the policy.

4. Insurance under this Policy in respect of asbestos shall not include any sum relating to:
 - (i) any faults in the design, manufacture or installation of the asbestos.
 - (ii) Asbestos not physically damaged by the Listed Peril including any governmental or regulatory authority direction or request of whatsoever nature relating to undamaged asbestos.

B. Except as set forth in the foregoing Section A, this policy does not insure asbestos or any sum relating thereto.

PR ES 10 05 01 22 ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

ELECTRONIC DATE RECOGNITION EXCLUSION (EDRE)

This Policy does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- (a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not; or
- (b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not.

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

17/12/97 NMA2802

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 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 this Policy and be subject to the applicable Deductible and without increase in the Limit provisions contained in this Policy.

711PDP00214

Lines Clause

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

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

NMA2419

**PROPERTY CYBER
AND DATA
ENDORSEMENT** 1

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

- 1.1 Cyber Loss, unless subject to the provisions of paragraph 2;
- 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph 3;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2

Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.

3

Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.

4

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

5

This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

Definitions

6

Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

7

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

8

Cyber Incident means:

- 8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- 8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

9

Computer System means:

- 9.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller

including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,

owned or operated by the Insured or any other party.

10

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

11

Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.

LMA5400 11 November 2019

**SANCTION
LIMITATION AND
EXCLUSION CLAUSE**

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

15/09/10 LMA3100

**APPLICATION OF
SUBLIMITS
ENDORSEMENT**

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

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

05/03/09 LMA5130

**SERVICE OF SUIT
CLAUSE (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 Insured, 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 (as per Risk Details) 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 Insured to give a written undertaking to the Insured 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 therefor, 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 Insured or any beneficiary hereunder arising out of this contract of insurance, 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.

24/4/86 NMA1998

**POLICYHOLDER
DISCLOSURE NOTICE
OF TERRORISM
INSURANCE
COVERAGE**

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

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS

WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD 100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD 100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD 100 BILLION, YOUR COVERAGE MAY BE REDUCED.

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

I hereby elect to purchase coverage for acts of terrorism for a prospective premium of USD 112,500 100% for layer as per risk details

I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

Policyholder/Applicant's Signature

..... Syndicate on behalf of certain underwriters at Lloyd's

Print Name

Policy Number

_____ Date

LMA9184

9 January 2020

**U.S. Terrorism Risk
Insurance Act of
2002 as amended
New & Renewal
Business
Endorsement**

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

In consideration of an additional premium of USD (as per Risk Details) paid, it is hereby noted and agreed with effect from inception that the Terrorism exclusion to which this Insurance is subject, shall not apply to any "insured loss" directly resulting from any "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA").

The coverage afforded by this Endorsement is only in respect of any "insured loss" of the type insured by this Insurance directly resulting from an "act of terrorism" as defined in TRIA. The coverage provided by this Endorsement shall expire at 12:00 midnight 31 December 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates. The Terrorism exclusion, to which this Insurance is subject, applies in full force and effect to any other losses and any act or events that are not included in said definition of "act of terrorism".

This Endorsement only affects the Terrorism exclusion to which this Insurance is subject. All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

Furthermore the Underwriter(s) will not be liable for any amounts for which they are not responsible under the terms of TRIA (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on the Underwriter's liability for payment for terrorism losses.

LMA5389

9 January 2020

INFORMATION

INFORMATION

Total Insurable Values: USD 23,442,427,445

As per schedule of values seen and agreed

Loss Record: - As advised by Price Forbes and Partners Limited loss report dated 7 June 2022

2021 - 2022 No Losses

2020 - 2021 No Losses

As advised to Price Forbes and Partners Limited email dated 3 June 2020

2019 - 2020

23 September 2019 Ice making compressor system failed Expense Paid: USD 16,316.58
Total Incurred: 16,316.58 Status: Closed

2018 – 2019 No Losses

2017 – 2018

4 January 2018 Windstorm Expense Paid: USD 28,996.20 Total Incurred: USD 28,996.20
Status: Open

2016 – 2017

1 March 2017 Wind/ Storm damage Expense Paid: USD 4,855.20 Total Incurred: USD 4,855.20 Status: Closed

2015 – 2016

22 January 2016 Armory building collapsed Loss Paid: USD 1,735,595.68 Expense Paid: USD 71,883.82 Total Incurred: USD 1,807,479.50 Status: Closed

28 April 2016 Hail Damage Loss Paid: 684,817.79 Expense Paid: USD 134,194.94 Total Incurred: USD 819,012.73 Status: Closed

2014 – 2015 No Losses

2013 – 2014 1 July 2013 Theft Total Incurred Nil Status: Closed

SECURITY DETAILS

INSURERS LIABILITY: (Re)insurer's liability several not joint

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

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

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

Proportion of liability

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

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

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

LMA3333 21 June 2007

ORDER HEREON: 15% of 100%

BASIS OF WRITTEN LINES: Percentage of Whole

SIGNING PROVISIONS:

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

However:

- b) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;
- c) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the (re)insured, or the (re)insured's

representatives, and the Slip Leader. Such variation to be in accordance with provision a) above with the resulting variation in signed lines commencing from the date set out in that agreement

Any other variation to the contracts will take effect only by the documented agreement of the (re)insured, or the (re)insured's representatives, and all (re)insurers whose lines are to be varied. Such variation to the contracts will take effect only when all such (re)insurers have agreed with the resulting variation in signed lines commencing from the date set out in that agreement.

WRITTEN LINES

In a co-insurance placement, following (re)insurers may, but are not obliged to, follow the premium charged by the lead (re)insurer.

(Re)insurers may not seek to guarantee for themselves terms as favourable as those which others subsequently achieve during the placement.

MODE OF EXECUTION CLAUSE

This contract and any changes to it may be executed by:

- a. electronic signature technology employing computer software and a digital signature or digitiser pen pad to capture a person’s handwritten signature in such a manner that the signature is unique to the person signing, is under the sole control of the person signing, is capable of verification to authenticate the signature and is linked to the document signed in such a manner that if the data is changed, such signature is invalidated;
- b. a unique authorisation provided via a secure electronic trading platform
- c. a timed and dated authorisation provided via an electronic message/system;
- d. an exchange of facsimile/scanned copies showing the original written ink signature of paper documents;
- e. an original written ink signature of paper documents (or a true representation of a signature, such as a rubber stamp);

The use of any one or a combination of these methods of execution shall constitute a legally binding and valid signing of this contract. This contract may be executed in one or more of the above counterparts, each of which, when duly executed, shall be deemed an original.



XIS
H5100

5%
WRITTEN

P22U7170A001

DM - prim

5%
SIGNED

30 Jun 2022 16:28 GMT

Dave Mansell

Houston Casualty Company (UK Branch)



6.25%
WRITTEN

009908H22AA

P2 6T

6.25%
SIGNED

01 Jul 2022 11:31 GMT

Emma Smith

Dale Property Consortium 4873. All underwriters as per LPSO Registered Consortium No 4873

DUAL

DDML

3.75%
WRITTEN

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|--|--|
| 1 | 0 | 4 | 4 | 2 | D | D | 2 | 2 | | |
|---|---|---|---|---|---|---|---|---|--|--|

3.75%
SIGNED

01 Jul 2022 11:33 GMT

Emma Smith

DUAL DALE MGU 2020 B0180RSF200032
(Aviva 100%) Premium/claims settled direct
with DUAL DALE MGU LTD

Line Conditions

- Notification of Claims: In the event of a Claim or Loss settlement request, please notify DDML in the first instance at ddmlclaims@dualgroup.com. Please provide confirmation of Lead agreement (where Dale are lead), or all parties and XIS agreement where Dale follow, for any mentioned request