



EVANSTON INSURANCE COMPANY

10 Parkway North
Deerfield, IL 60015

INSURANCE POLICY

Coverage afforded by this policy is provided by the Company (Insurer) and named in the Declarations.

In **Witness Whereof**, the company (insurer) has caused this policy to be executed and attested and countersigned by a duly authorized representative of the company (insurer) identified in the Declarations.

Kathleen Anne Sturgeon

Secretary

Gerard Albonesi for

President



EVANSTON INSURANCE COMPANY

COMMERCIAL PROPERTY FORMS REVISION NOTICE TO POLICYHOLDERS

As a result of a program update, changes have been made to many of the forms attached to your policy. Some forms have been revised, some forms have been discontinued and new forms have been introduced. Some of the changes to forms on your policy impact your coverage, but many have been reformatted, language has been rearranged and/or form numbers have been changed with no impact to your coverage.

Please read your policy carefully as these changes are very broad in scope and are not enumerated in this notice. PLEASE CONTACT YOUR AGENT OR BROKER FOR DETAILS OF ALL CHANGES.

No coverage is provided by this summary nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and your expiring policy, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**



PRIVACY NOTICE

We are committed to safeguarding your privacy. We understand your concerns regarding the privacy of your nonpublic personal information. No nonpublic personal information is required to be collected when you visit our websites; however, this information may be requested in order to provide the products and services described. We do not sell nonpublic personal information to non-affiliated third parties for marketing or other purposes. We only use and share this type of information with non-affiliated third parties for the purposes of underwriting insurance, administering your policy or claim and other purposes as permitted by law, such as disclosures to insurance regulatory authorities or in response to legal process. Notwithstanding the foregoing, we may use this information for the purpose of marketing our own products and services to you.

We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms;
- Information about your transactions with us, our affiliates, or others; and/or
- Information we receive from consumer reporting agencies and inspection reports.

We do not disclose any nonpublic personal information about our customers/claimants or former customers/claimants to anyone, except as permitted by law.

We may disclose nonpublic personal information about you to the following types of third parties:

- Service providers, such as insurance agents and/ or brokers and claims adjusters; and/or
- Other non-affiliated third parties as permitted by law.

We restrict access to nonpublic personal information about our customers/claimants to those individuals who need to know that information to provide products and services to our customers/claimants or as permitted by law. We maintain physical, electronic, and procedural safeguards to guard your nonpublic personal information.

Residents of California:

You may request to review and make corrections to recorded non-public personal information contained in our files. A more detailed description of your rights and practices regarding such information is available upon request. Please contact your agent/broker for instructions on how to submit a request to us.



EVANSTON INSURANCE COMPANY

NOTICE TO POLICYHOLDERS CLAIM REPORTING

Please immediately report a new claim under this policy to:

newclaims@markelcorp.com

For general claims inquiries after a claim has been reported, please email:

markelclaims@markelcorp.com

In order for us to expedite the handling of your claim and quickly refer it to the appropriate party, please have the following information available:

- Claim number (or report as new)
- Your name, contact information and position with the Named Insured
- Date of loss
- Policy number and insured name
- Details of loss

Our address and additional contact information are as follows:

Markel Claims
P.O. Box 2009
Glen Allen, VA 23058-2009
Phone: 800-362-7535 (800) 3MARKEL
Fax: 855-662-7535 (855) 6MARKEL

Markel understands the importance of having knowledgeable claims professionals prepared to answer your questions with personal attention and expertise. With claims professionals located across four time zones, you are sure to find the claims assistance you need -- when you need it.

**PLEASE REFER TO THE POLICY FOR ANY NOTICE AND REPORTING PROVISIONS
AND DUTIES IN THE EVENT OF LOSS OR DAMAGE TO COVERED PROPERTY.**



NOTICE TO POLICYHOLDERS – MERGER AND COMPANY NAME CHANGE

Effective December 31, 2015, Alterra Excess And Surplus Insurance Company merged with Evanston Insurance Company. Both companies are members of the Markel group of insurance companies. This is to provide you with notice of the merger since coverage was quoted or bound by Alterra Excess And Surplus Insurance Company, but the policy has been issued by the new resulting combined entity, Evanston Insurance Company.

All references to Alterra Excess And Surplus Insurance Company in your quote letter or any other document related to or affecting the purchase of this policy are changed to reflect Evanston Insurance Company's name.

Evanston Insurance Company is responsible for all Alterra Excess And Surplus Insurance Company legal obligations and commitments. The merger will not impact our obligations to you, and the terms and conditions under this policy will not change as a result of this merger.

This change is the result of an initiative underway at Markel to consolidate insuring entities and simplify its structure.

We remain committed to offering you the best service and quality products for your needs. If you have any questions, please contact your insurance agent or representative.



EVANSTON INSURANCE COMPANY

FORMS SCHEDULE

<u>Form Number</u>	<u>Form Name</u>
MJIL 1000 08 10	POLICY JACKET
MPCP 2001 11 14	COMMERCIAL PROPERTY FORMS REVISION
MPIL 1007 03 14	PRIVACY NOTICE
MPIL 1074 07 14	NOTICE TO POLICYHOLDERS CLAIM REPORTING
MPIL 1087 12 15	NOTICE TO POLICYHOLDERS MERGER COMPANY NAME CHANGE
MDIL 1001 08 11	FORMS SCHEDULE
MEIL 1200 01 10	SERVICE OF SUIT
MDCP 1005 09 14	COMMERCIAL PROPERTY POLICY DECLARATIONS
MDCP 1009 09 14	EXCESS PROPERTY SUPPLEMENTAL DECLARATIONS
MECP 0005 09 14	EXCESS PROPERTY COVERAGE FORM
MECP 1213 02 15	OCCURRENCE LIMIT OF INSURANCE - EXCESS INSURANCE
MECP 1215 09 14	ADDTL PROPERTY EXCLUSIONS CONDITIONS
MECP 1251 09 14	PERMISSION FOR EXCESS INSURANCE
MECP 1273 09 14	MINIMUM EARNED PREMIUM EXPOSURE TO HURRICANES
MECP 1304 01 15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
MECP 1308 09 14	EXCL - VIRUS HARMFUL CODE OR INSTRUCTION
MECP 1315 09 14	EXCLUSION - ASBESTOS
MECP 1317 09 14	EXCL - BIOLOGICAL RADIOLOGICAL CHEMICAL MATERIALS
MECP 1322 09 14	EXCLUSION - POLLUTION
MECP 1326 09 14	EXCLUSION - ORGANIC PATHOGENS

BROKER'S MANUSCRIPT FORM



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT

Except with respect to any policy issued in any state in which the Insurer is licensed as an admitted insurer to transact business, it is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Named Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court or 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 Secretary, Legal Department, Markel Midwest, Ten Parkway North, Deerfield, Illinois 60015 and that in any suit instituted against the Company upon this policy, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other official specified for that purpose in the statute, or his/her successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Named Insured or any beneficiary hereunder arising out of this policy, and hereby designates the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.



EVANSTON INSURANCE COMPANY

COMMERCIAL PROPERTY POLICY DECLARATIONS

POLICY NUMBER: MKLS11XP003808

RENEWAL OF POLICY: MKLS11XP002248

Named Insured and Mailing Address (No., Street, Town or City, County, State, Zip Code)

LEE COUNTY BOARD OF COUNTY COMMISSIONERS

PO BOX 398

FORT MEYERS

FL 33902

Policy Period: From October 1, 2015 to October 1, 2016 at 12:01 A.M. Standard Time at your mailing address shown above.

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

Description Of Premises

Prem. No. and Bldg. No. or Location Address

Per Schedule On File With Company

As Scheduled Below: **This insurance is issued pursuant to the Florida Surplus Lines Law. Persons insured by surplus lines carriers do not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer.**

License #: P082520
Address: 1815 Griffin Rd. Suite 300,
Dania Beach, FL 33004
Producing Agent's Name: _____
Address: _____

Tax Exempt

Coverages Provided

Coverage(s) marked (X) are included in this policy.

Building Business Personal Property (Including Tenant Improvements And Betterments)

Personal Property Of Others Stock Building Under Construction

Business Income (And Extra Expense) Business Income (Without Extra Expense)

Extra Expense Equipment

Premium And Fees

Total Policy Premium: \$ 135,000.00 Minimum Earned Premium: \$ 67,500.00

Inspection Fee \$

Producer Number, Name and Mailing Address

Peachtree Special Risk Brokers,
3525 Piedmont Road Northeast
Building 5, Suite 415
Atlanta GA 30305

Premium: \$135,000.00
Policy Fee: \$35.00
EMPA Fee: \$4.00
Total Premium: \$135,039.00

Mortgageholder

Name And Mailing Address

Other Provisions

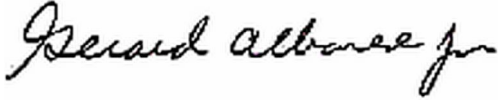
Endorsements

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

SEE MDIL 1001 ATTACHED.

These Declarations, together with the Supplemental Schedule, Additional Property Exclusions And Conditions, Coverage Form(s) and any Endorsement(s), complete the above numbered policy.

Countersigned: 02/04/2016
DATE

By: 
AUTHORIZED REPRESENTATIVE



EXCESS PROPERTY SUPPLEMENTAL DECLARATIONS

Limits Of Insurance						
Layer	Limit		Participation			
1. \$	5,000,000	Per Occurrence	Part of \$	40,000,000	Per Occurrence	Excess of \$ 10,000,000 Per Occurrence
2. \$		Per Occurrence	Part of \$		Per Occurrence	Excess of \$ Per Occurrence
3. \$		Per Occurrence	Part of \$		Per Occurrence	Excess of \$ Per Occurrence

Aggregates

The Aggregate(s) Completed Below Apply.

Layer 1	\$		In the aggregate for Earthquake/Earth Movement
	\$		In the aggregate for Flood
	\$		In the aggregate for
Layer 2	\$		In the aggregate for Earthquake/Earth Movement
	\$		In the aggregate for Flood
	\$		In the aggregate for
Layer 3	\$		In the aggregate for Earthquake/Earth Movement
	\$		In the aggregate for Flood
	\$		In the aggregate for

Primary Insurance Or Underlying Excess Insurance

Carrier: Westchester Surplus Lines Insurance Company

Policy Number: D37390252005

Policy Period: 10/01/2015 –10/01/2016

Other Provisions

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EVANSTON INSURANCE COMPANY

EXCESS PROPERTY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **IV**. Definitions.

I. INSURING AGREEMENT

We will indemnify you for direct physical loss or damage to Covered Property at the premises described in the Declarations.

Our duty to indemnify you applies only:

- A.** In excess of and after the primary and any underlying excess insurance has paid, or agreed to pay, the full amount of their policy limits; and
- B.** After the insured has paid any applicable self-insured retentions or deductibles as required by any underlying insurance.

II. LIMITS OF INSURANCE

- A.** The most we will pay in any one occurrence is our share of the "ultimate net loss", subject to the applicable Per Occurrence Limit shown in the Supplemental Declarations.
- B.** The aggregate limit, if any, shown in the Supplemental Declarations for a designated Covered Cause Of Loss is the most we will pay for the total of all occurrences for that Covered Cause Of Loss in the policy period regardless of the number of occurrences during that period of time. Thus, if the first occurrence does not exhaust the applicable limit, then the balance of that limit is available for a subsequent occurrence. If an occurrence begins during one policy period and ends during the following policy period, any limit applicable to the following policy period will not apply to that occurrence.
- C.** We will not pay for any loss or damage to Covered Property by any Covered Cause Of Loss which is:
 - 1.** Subject to a sublimit that is less than or equal to the Limits Of Insurance of any primary or underlying excess insurance policy shown in the Supplemental Declarations; or
 - 2.** Excluded from any primary or underlying excess insurance policy shown in the Supplemental Declarations.

The inclusion of more than one insured shall not increase our Limit Of Insurance.

III. CONDITIONS

A. Application Of Underlying Provisions

This insurance is subject to the same terms, conditions, definitions, limitations, exclusions and warranties as are contained in the primary or underlying excess insurance shown in the Supplemental Declarations. When there are differences between the primary or underlying excess insurance shown in the Supplemental Declarations and this insurance, the provisions of this insurance will apply.

This provision does not apply to premiums, rates, limits of insurance, sublimits, deductibles, self-insured retentions, definition of "ultimate net loss" or any other obligation to investigate, adjust or defend a claim or suit.

B. Maintenance Of Primary And Underlying Excess Insurance

While this insurance is in effect, you agree to maintain, in full force and effect, the policy(ies) and limits of the primary and underlying excess insurance. Failure to comply with this condition does not invalidate coverage under this policy. However, in the event of such failure, the insurance provided in this policy shall apply in the same manner as though such primary policy(ies) had been maintained in full force and effect.

C. Drop Down Provision

In the event of reduction or exhaustion of the aggregate limits of any primary or underlying excess insurance by payment for loss or damage from a covered peril, this policy shall apply in excess of the reduced underlying limit, or if such aggregate limit is exhausted, will apply as primary insurance.

We will not pay more than the Limits Of Insurance shown in the Supplemental Declarations, and then only for loss in excess of the Deductible indicated in the primary or underlying excess insurance shown in the Supplemental Declarations.

This provision does not apply to any sublimits, additional coverages or extensions of coverage in any primary or underlying excess insurance. Nothing in this provision shall further modify Section III. Paragraph B. Maintenance Of Primary And Underlying Excess Insurance.

D. Uncollectible Underlying Insurance

Except for any reduction of underlying aggregate limits specified in Section III. Paragraph C. Drop Down Provision, this insurance shall always be excess over the maximum limits of insurance provided by the primary or underlying excess insurance shown in the Supplemental Declarations, and will never be less than the attachment specified in the Supplemental Declarations. This provision applies even if the underlying insurance is uncollectible, in whole or in part, for any reason including, but not limited to, the financial impairment or insolvency of any underlying insurer.

The risk of uncollectible underlying insurance is expressly retained by you and is not covered by this insurance.

E. Priority Of Payments

In the event of a claim which involves loss under more than one coverage or cause of loss, you have the option to apportion recovery in any order you choose when submitting final proof of loss. However, the amount recoverable under this insurance shall not exceed the Limit Of Insurance for any one occurrence. Nothing herein shall extend or increase the Limit Of Insurance to any coverage or cause of loss not covered in this policy.

In determining the amount recoverable under this insurance, loss from any coverage or Cause Of Loss covered in the primary or underlying excess insurance, but not covered by this insurance, may be applied up to the limit or sublimits available to you in the primary or underlying excess insurance in determining the "ultimate net loss".

F. Coinsurance

The Coinsurance provision in any primary or underlying excess insurance does not apply to the coverage provided by this policy.

IV. DEFINITIONS

This definition replaces any similar definition in any primary or underlying excess policy:

"Ultimate net loss" means the actual loss sustained by you to Covered Property resulting from direct physical loss or damage caused by a Covered Cause Of Loss insured against by the primary or underlying excess insurance and limited by:

1. Any sublimits contained within this policy or the primary or underlying excess insurance;
2. The policy limits for Covered Causes Of Loss in the primary or underlying excess insurance but not covered in this policy; and
3. Any deductions for all salvage and recoveries from any source except under this policy and the primary or underlying excess insurance.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OCCURRENCE LIMIT OF INSURANCE – EXCESS INSURANCE

This endorsement modifies insurance provided under all Property, Difference In Conditions and similar or related coverage forms attached to this policy.

SCHEDULE

Percentage Of Insured Value Per Item: 100 %

The following Special Terms and Conditions apply to this policy and supersede any provisions to the contrary in any applicable coverage form or endorsement:

1. The Limit Of Insurance or amount of insurance shown on the Declarations, or endorsed onto this policy, is the total limit or amount applicable to any one occurrence. In no event shall our liability exceed this limit or amount in one occurrence, regardless of the number of locations involved.
2. The premium for this policy is based on the Statement Of Values on file with us or attached to this policy. In the event of direct physical loss or damage to Covered Property as a result of a Covered Cause of Loss, our limit of insurance shall be the least of the following:
 - a. The actual adjusted amount of loss, less any applicable deductible.
 - b. The stated value for each scheduled item of lost or damaged property, as shown on the Statement of Values on file with us or Schedule attached to this policy. However, if a blanket limit is shown for the lost or damaged property on the Statement Of Values or Schedule attached to this policy, then that limit will apply.

The percentage shown in the Schedule of this endorsement applies to the individually stated value for lost or damaged property as shown on the latest Statement Of Values on file with us or Schedule attached to this policy.

If a percentage is not shown in the Schedule of this endorsement, then Paragraph **2.b.** does not apply.
 - c. The limit of insurance or amount of insurance shown on the Declarations or endorsed onto this policy.Any Schedule attached to this policy supersedes any Statement Of Values on file with us or provided by the Insured.
3. Occurrence, where used in this policy, means any one loss, disaster, casualty, or series of losses, disasters or casualties arising out of one event.
4. The duration and extent of any one occurrence will not exceed the total of all loss sustained during any period of 168 consecutive hours from and by the same event, except with respect to loss caused by or resulting from:
 - a. Windstorm, hail, tornado, hurricane and cyclone, including ensuing collapse and water damage, any one occurrence will be limited to a period of 120 consecutive hours.
 - b. Riot, riot attending strike, civil commotion, looting, theft, vandalism and malicious mischief, any one occurrence will be limited to a period of 72 consecutive hours.
 - c. Earth movement, earthquake and fire following and directly occasioned by the earth movement or earthquake, any one occurrence will be limited to any period of 168 consecutive hours.

Losses arising from a combination of 2 or more causes of loss as a result of the same event shall be considered as having arisen from one occurrence. Notwithstanding the foregoing, the hourly limitations stated above shall not be

exceeded with respect to the applicable causes of loss and no single occurrence shall encompass a time period greater than 168 consecutive hours.

The occurrence period defined in the Primary or Underlying Excess Policy shown in the Supplemental Declarations applies if it is shorter than the occurrence period shown in **4.** above,

When filing proof of loss, the insured may elect the moment at which the period of consecutive hours shall be deemed to have commenced, which may not be earlier than the time when the first loss to covered property occurs.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL PROPERTY EXCLUSIONS AND CONDITIONS

This endorsement modifies insurance provided under all Property, Difference In Conditions and similar or related coverage forms attached to this policy.

A. EXCLUSIONS

We shall not pay for loss or damage caused directly or indirectly by or resulting from 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. Nuclear Hazard

Nuclear reaction, nuclear radiation or radioactive contamination, however caused.

But, if nuclear reaction, radiation or radioactive contamination results in fire, we will pay for the loss or damage caused by that fire, if fire is a Covered Cause of Loss under this policy.

2. Governmental Action

Seizure, confiscation, quarantine or destruction of Covered Property by order of any governmental or public authority, But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this policy.

3. War And Military Action

a. Any hostile or warlike action in time of peace or war, whether or not the war is declared, including action in hindering, combating or defending against an actual, impending or expected attack by:

(1) Any government or sovereign power (de jure or de facto) or by any authority maintaining or using military forces;

(2) Military, naval or air forces; or

(3) Any agent of any government, power, authority or forces;

b. Any weapon of war, including but not limited to weapons employing atomic fission or radioactive force, whether in time of peace or war; or

c. Insurrection, rebellion, revolution, civil war, usurped power or action taken by governmental authority in hindering, combating or defending against any of these.

B. CONDITIONS

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss within 60 days after the receipt of proof of loss by us. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree within 15 days, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state

separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

3. Brands And Labels

In the event of loss of or damage to labels, capsules or wrappers, the loss will be adjusted on the basis of an amount sufficient to pay the cost of new labels, capsules or wrappers.

If branded or labeled merchandise covered by this policy is damaged and we elect to take all or any part of such merchandise at the value established by the terms of this policy, you may, at your own expense, label the damaged property as salvage or remove or obliterate the brands or labels, if such stamp, removal or obliteration will not physically damage the merchandise; but you must re-label the merchandise or containers in compliance with the requirements of law.

4. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

5. Changes

- a. This policy contains all the agreements between you and us concerning the insurance afforded by this policy. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. The terms of this insurance can be amended or waived only by endorsement issued by us and made a part of this policy.
- b. Notice to any agent or knowledge possessed by any agent or any other person will not:
 - (1) Create a waiver or change any part of this policy; or
 - (2) Prevent us from asserting any rights under this policy.

6. Concealment, Misrepresentation Or Fraud

This insurance is void in case of any fraud by you as it relates to this insurance at any time. It is also void if you or any other insured intentionally conceal or misrepresent a material fact concerning:

- a. This insurance;
- b. Any Covered Property;
- c. Your interest in any Covered Property; or
- d. A claim under this insurance.

7. Control Of Property

- a. Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

- b. The breach of any condition of this insurance at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

8. Duties In The Event Of Loss Or Damage

- a. You must see that the following are done in the event of loss or damage to Covered Property:
 - (1) Notify the police if a law may have been broken.
 - (2) Upon knowledge of any occurrence likely to give rise to claim for covered loss or damage, you shall give us written notice as soon as practicable but no later than one year from the expiration of this insurance. Include a description of the property involved.
 - (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
 - (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
 - (5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
 - (6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records. Also, permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
 - (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
 - (8) Cooperate with us in the investigation or settlement of the claim.
- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

9. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this insurance at any time during the policy period and up to three years afterward.

10. Inspections And Surveys

- a. We have the right to:
 - (1) Make inspections and surveys of the subject(s) of this insurance at any time;
 - (2) Give you reports on the conditions we find; and
 - (3) Recommend changes.
- b. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged.
- c. We do not:
 - (1) Make safety inspections;
 - (2) Undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public; or
 - (3) Warrant that any conditions:
 - (a) Are safe or healthful; or
 - (b) Comply with laws, regulations, codes or standards.
- d. Paragraphs **a.**, **b.** and **c.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

- e. Paragraphs **b.** and **c.** of this condition do not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

11. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

12. Legal Action Against Us

No one may bring a legal action against us under this insurance unless:

- a. There has been full compliance with all of the terms of this insurance; and
- b. The action is brought within one year after the date on which the direct physical loss or damage occurred.

13. Liberalization

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

14. Mortgageholders

- a. The term mortgageholder includes trustee.
- b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.
- c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
 - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
 - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
 - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

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

- e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:
 - (1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
 - (2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.
- f. If we cancel this policy, we will give written notice to the mortgageholder at least:
 - (1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

15. No Benefit To Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

16. Other Insurance

- a. You may have other insurance subject to the same plan, terms, conditions and provisions as this insurance. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that our applicable Limit of Insurance bears to the limits of all insurance covering on the same basis.
- b. If there is other insurance covering the same loss or damage other than that described in **a.** above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than our applicable Limit of Insurance.

17. Pair, Set Or Parts

In the event of loss of or damage to any:

- a. Article or articles which are a part of a pair or set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of such article or articles, but in no event shall such loss or damage be construed to mean total loss of the pair or set; or
- b. Part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

18. Policy Period, Coverage Territory

Under this Coverage Part:

- a. We cover loss or damage commencing:
 - (1) During the policy period shown in the Declarations; and
 - (2) Within the coverage territory.
- b. The coverage territory is:
 - (1) The United States of America (including its territories and possessions); and
 - (2) Canada.

19. Premiums

The first Named Insured shown in the Declarations:

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums we pay.

20. Salvage And Recovery

If we pay you for the loss and the lost or damaged property is recovered, or payment is made by those responsible for the loss, the following provisions apply:

- a. You must notify us promptly if you recover property or receive payment;
- b. We must notify you promptly if we recover property or receive payment;
- c. Any recovery expenses incurred by either are reimbursed first;
- d. You may keep the recovered property or payment received, but you must refund to us the amount of claim paid or any lesser amount to which we agree; and
- e. If the claim paid is less than the agreed loss due to a deductible or other limiting terms of this policy, any recovery will be prorated between you and us based on our respective interest in the loss.

21. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties, but only with respect to that property.

22. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this insurance has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- a.** Prior to a loss to your Covered Property or Covered Income;
- b.** After a loss to your Covered Property or Covered Income only if, at time of loss, that party is one of the following:
 - (1)** Someone insured by this insurance;
 - (2)** Your tenant; or
 - (3)** A business firm:
 - (a)** You own or control; or
 - (b)** That owns or controls you.

This will not restrict your insurance.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERMISSION FOR EXCESS INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

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

A. Excess Insurance

Permission is granted to purchase insurance in excess of the amounts (Limits Of Insurance) stated in this policy. Such excess insurance shall not be considered other insurance for purposes of the Other Insurance provision.

B. Coinsurance

Any coinsurance provision in this policy is deleted in its entirety.

C. Apportionment

Any reference to Pro Rata Liability, Pro Rata Distribution or any other apportionment provision is deleted in its entirety.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM FOR EXPOSURE TO HURRICANES

This endorsement modifies insurance provided under all Property, Difference In Conditions, and similar or related coverage forms attached to this policy.

SCHEDULE

Paragraph A. applies as indicated (x).
<input checked="" type="checkbox"/> Paragraph A. applies to all locations; or
<input type="checkbox"/> Paragraph A. applies to all locations except the following:

The following condition is added:

Minimum Earned Premium – Hurricanes

A. If you cancel this policy, remove a location or reduce the amount of insurance on a location and coverage existed any time during the period of June 1st to November 30th, we will return the unearned premium for the policy or location, as applicable.

The unearned premium is calculated as the annual premium for the policy (or for the location removed or coverage reduced, as applicable) multiplied by the Unearned Factor shown in the chart below.

The location unearned premium is calculated by determining the location premium, which is the 100% annual rate multiplied by the location value as shown in the most current Statement of Values on file with us, and multiplying it by the Unearned Factor shown in the chart below:

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

B. If you cancel this policy and coverage did not exist anytime during the period of June 1st to November 30th, then a minimum earned premium factor of 35% shall apply.

C. The provisions of this endorsement replace any short rate or pro-rata provisions stipulated in this policy.

D. Nothing contained in this endorsement will act to provide coverage outside of the automatic acquisition clause, if any, attached to the policy.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

All coverages, coverage parts or coverage forms included in the Property coverage section(s) of this policy are subject to the following conditions:

SCHEDULE

The **Exception Covering Certain Fire Losses** (Paragraph **C**) applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part or Policy:

State(s)	Coverage Form, Coverage Part Or Policy
CA, ME, MO, OR, WI	All Commercial Property and Commercial Inland Marine coverages, coverage parts or coverage forms attached to this policy.
CT, GA, HI, IA, ID, IL, MA, NC, NJ, NY, RI, VA, WA, WV	All Commercial Property coverages, coverage parts or coverage forms attached to this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. The following definition is added with respect to the provisions of this endorsement:

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

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

B. The following exclusion is added:

CERTIFIED ACT OF TERRORISM EXCLUSION

We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

C. Exception Covering Certain Fire Losses

The following exception to the exclusion in Paragraph **B.** applies only if indicated and as indicated in the Schedule of this endorsement.

If a "certified act of terrorism" results in fire, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under any other types of coverage forms or endorsements, including but not limited to Business Income and/or Extra Expense coverages or any other time element or consequential coverages.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

D. Application Of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this coverage form or policy, such as losses excluded by a nuclear hazard exclusion or a war and military action exclusion.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

EXCLUSION – VIRUS, HARMFUL CODE OR SIMILAR INSTRUCTION

This endorsement modifies insurance provided under all Property, Difference In Conditions, and similar or related coverage forms attached to this policy.

The following exclusion is added:

We will not pay for loss or damage to electronic data 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.

Virus, Harmful Code Or Similar Instruction

1. Denial of service attack, including but not limited to unauthorized direction of a high volume of messages or inquiries to a website or e-mail destinations, effectively denying, interrupting or limiting legitimate access;
2. Transfer of property caused by, resulting from, or arising out of unauthorized instructions transmitted by a computer;
3. Financial loss or any other loss or damage due to unauthorized viewing, copying or use of any data (including proprietary or confidential information) by any person, even if such activity is characterized as theft;
4. Virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to:
 - a. Damage or destroy any part of the system, or disrupt its normal operation; or
 - b. Cause physical damage to computer equipment or electronic data.

This includes electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system.

These exclusions apply regardless of:

- a. Any physical loss or damage to Covered Property by any cause, contributing concurrently or in any sequence;
- b. Any loss of use, occupancy or functionality of computer equipment or computer media and data;
- c. Any action required, including but not limited to repair, replacement, restoration, removal, cleanup, abatement, disposal, relocation; and
- d. Medical or legal costs, expenses or fees.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ASBESTOS

This endorsement modifies insurance provided under all Property and similar or related coverage forms attached to this policy.

The following exclusion is added and is therefore not a Covered Cause Of Loss:

We will not pay for loss or damage arising out of, resulting from, or related in any way to 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.

Asbestos

Asbestos, asbestos-containing material or any material or substance containing asbestos or that is alleged to have contained asbestos.

We shall have no duty of any kind with respect to any such loss or damage.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – BIOLOGICAL, RADIOLOGICAL OR CHEMICAL MATERIALS

This endorsement modifies insurance provided under all Property and similar or related coverage forms attached to this policy.

The following exclusion is added and is therefore not a Covered Cause Of Loss:

We will not pay for loss or damage caused directly or indirectly by 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.

Biological, Radiological Or Chemical Materials

Loss or damage caused directly or indirectly by the actual or threatened malicious use of pathogenic or poisonous biological, radiological or chemical materials, whether in time of peace or war, and regardless of who commits the act.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – POLLUTION

This endorsement modifies insurance provided all Property and similar or related coverage forms attached to this policy.

A. The following exclusion is added and is therefore not a Covered Cause Of Loss:

We 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.

Pollution

The discharge, dispersal, seepage, migration, release, escape or existence of contaminants or “pollutants”.

This exclusion applies regardless of whether there is any:

1. Direct physical loss or damage to Covered Property;
2. Loss of use, occupancy or functionality or decreased valuation of Covered Property or loss of Business Income;
3. Cost of removal, treatment, disposal, decontamination, replacement or restoration of Covered Property which has been contaminated by toxic or hazardous substances, contaminants or “pollutants” and by law or civil authority must be removed, contained, treated, detoxified or neutralized, disposed of, decontaminated, replaced or restored; or
4. Suit or administrative proceeding or action involving the insured.

But if the discharge, dispersal, seepage, migration, release, escape or existence of contaminants or “pollutants” results in a “specified cause of loss”, we will pay for the loss or damage caused by that “specified cause of loss”.

B. The following definitions are added and replace any similar definition in any primary or underlying excess policy:

“Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, toxic or hazardous substances and waste. Waste includes materials to be, or that have been, recycled, reconditioned or reclaimed.

“Specified causes of loss” means the following: fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism or malicious mischief; leakage from fire-extinguishing equipment; sinkhole collapse; volcanic action, falling objects; weight of snow, ice or sleet; and water damage.

1. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
 - a. The cost of filling sinkholes; or
 - b. Sinking or collapse of land into man-made underground cavities.
2. Falling objects does not include loss or damage to:
 - a. Personal property in the open; or
 - b. The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
3. Water damage means:

- a.** Accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam; and
- b.** Accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of a water or sewer pipe that is located off the described premises and is part of a municipal potable water supply system or municipal sanitary sewer system, if the breakage or cracking is caused by wear and tear.

But water damage does not include loss or damage otherwise excluded under the terms of any water exclusion included in this policy.

To the extent that accidental discharge or leakage of water falls within the criteria set forth in **3.a.** or **3.b.** of this definition of "specified causes of loss," such water is not subject to the provisions of any water exclusion which precludes coverage for surface water or water under the surface of the ground.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ORGANIC PATHOGENS

This endorsement modifies insurance provided under all Property coverage forms attached to this policy.

A. The following exclusion is added and is therefore not a Covered Cause Of Loss:

We 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.

Organic Pathogens

Presence, growth, proliferation, spread or any activity of “organic pathogens”.

This exclusion applies regardless of whether there is any:

1. Direct physical loss or damage to Covered Property;
2. Loss of use, occupancy or functionality or decreased valuation of Covered Property or loss of Business Income;
3. Action required, including but not limited to, testing, repair, replacement, removal, clean-up, abatement, disposal, relocation, or actions taken to address medical or legal concerns; or
4. Suit or administrative proceeding, or action involving the insured.

This exclusion replaces any “Fungus”, Wet Rot, Dry Rot And Bacteria exclusion or other similar exclusion in this policy.

B. With respect to this exclusion, the following definitions are added and replace any similar definitions in this policy:

1. “Fungus” means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
2. “Organic pathogen” means:
 - a. Any organic irritant or contaminant including, but not limited to, “fungus”, wet or dry rot, bacteria, virus or other microorganisms of any type, and their by-products such as spores or mycotoxins; or
 - b. Any disease-causing agent as classified by the Environmental Protection Agency.

All other terms and conditions remain unchanged.

PARTICIPATION PAGE

In consideration of the premium charged, the subscribers hereto, hereinafter referred to as the insurers, do severally, but not jointly, agree to indemnify the Insured for the amount recoverable in accordance with the terms and conditions of the Policy.

Provided that:

1. The collective liability of Insurers shall not exceed the Limit of Liability or any appropriate Sublimit of Liability or any Annual Aggregate limit.
2. The liability of each of the Insurers shall not exceed the Limit to the pro-rata percentage of liability sat against its name.

Insured and Mailing Address: **Lee County Board of County Commissioners**
P.O. Box 398
Fort Myers, FL 33902

Lines Bound:

Insurer(s)	Policy No.	Participation	Authorized Signature
Westchester Surplus Lines Insurance Company	D37390252005	50% or \$5,000,000 Part of \$10,000,000 Primary	
Endurance American Specialty Insurance Company	CPN10007813400	12.5% or \$1,250,000 Part of \$10,000,000 Primary	
Lloyd's of London	12104F15	17.9% or \$8,950,000 part of \$50,000,000 Primary	
Ironshore Specialty Insurance Company	001472703	3% or \$1,500,000 part of \$50,000,000 Primary	
Aspen Specialty Insurance Company	PRA8TUF15	2.5% or \$1,250,000 part of \$50,000,000 Primary	
Certain Underwriters at Lloyd's	AMR-40010-01	4.23% or \$2,115,000 Part of \$50,000,000 Primary	
Indian Harbor Insurance Company	AMP7523165-02	1.269% or \$634,500 Part of \$50,000,000 Primary	
QBE Specialty Insurance Company	MSP-15698-02	4.371% or \$2,185,500 Part of \$50,000,000 Primary	
General Security Indemnity Company of Arizona	10T029659-02575-15	1.269% or \$634,500 Part of \$50,000,000 Primary	
United Specialty Insurance Company	USI-12545-01	1.41% or \$705,000 Part of \$50,000,000 Primary	
Lexington Insurance Company	LEX-084297356-01	1.128% or \$564,000 Part of \$50,000,000 Primary	

Princeton Excess and Surplus Lines Insurance Co.	7DA3CM0002500-01	0.423% or \$211,500 Part of \$50,000,000 Primary	
Landmark American Insurance Company	LHD394095	15% or \$6,000,000 part of \$40,000,000 Excess \$10,000,000	
Alterra Excess and Surplus Insurance Company	MKLS11XP003808	12.5% or \$5,000,000 part of \$40,000,000 Excess \$10,000,000	
Arch Specialty Insurance Company	ESP0051826-03	12.5% or \$5,000,000 part of \$40,000,000 Excess \$10,000,000	
United Specialty Insurance Company	UWT-15-28007	10% or \$4,000,000 part of \$40,000,000 Excess \$10,000,000	
Everest Indemnity Insurance Company	CA3X000369151	12.5% or \$5,000,000 part of \$40,000,000 Excess \$10,000,000	
James River Insurance Company	00055055-3	50% or \$25,000,000 part of \$50,000,000 Excess \$50,000,000	
Landmark American Insurance Company	LHD394096	50% or \$25,000,000 part of \$50,000,000 Excess \$50,000,000	

Aggregate Exhaustion (as applicable)

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

Priority of Payment (as applicable)

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

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

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the policy except as herein above set forth.

Lee County Board of County Commissioners

AND ANY EXISTING OR NEWLY FORMED OR ACQUIRED
OR AFFILIATED OR ASSOCIATED, OR SUBSIDIARY COMPANIES
OR ENTITIES, CORPORATE OR OTHERWISE, OWNED, CONTROLLED,
OR MANAGED BY ONE OR MORE OF THE ABOVE NAMED INSURED;
AND ANY AFFILIATED OR ASSOCIATED ENTITIES, CORPORATE OR OTHERWISE,
OWNING AN INTEREST IN OR CONTROLLING OR MANAGING ONE OR MORE OF
THE ABOVE NAMED INSURED; AND ANY NOMINEES, GENERAL OR LIMITED
PARTNERS, TRUSTEES, OR BENEFICIARIES, IN ANY OF THE ABOVE,
BUT ONLY AS RESPECTS THEIR LIABILITY RESULTING FROM BEING
A NOMINEE, PARTNER, TRUSTEE, OR BENEFICIARY, AND ANY PARTY
IN INTEREST WHICH THE INSURED IS RESPONSIBLE TO INSURE

HEREINAFTER REFERRED TO AS "THE INSURED"

1. TERM OF INSURANCE

In consideration of an annual premiums, as denoted on the Participation Page attached hereto, this policy attaches and covers for a period of one year, from October 1, 2015 to October 1, 2016, beginning and ending at 12:01 A.M., standard time, at the location of the property involved.

The actual effective time of attachment of this insurance on the above date shall be the same time as the actual effective time of cancellation or expiration of policy(ies) replaced or renewed by this policy.

2. PARTICIPATION

This policy insures for an interest as denoted on the Participation Page attached hereto. In the event of loss or damage insured by this policy, this Insurer shall be liable for its proportional share of the Limits of Liability set forth herein.

3. LIMITS OF LIABILITY

In the event of loss or damage insured under this policy, this insurer(s) shall be liable for its proportional share of any one occurrence as denoted on the Participation Page attached hereto.

All coverages combined in any one loss; and further subject to the individual sublimits stated below:

Coverage hereunder applies up to, but not more than, the stated limits, for any one loss per occurrence. These limits are part of and not in addition to the stated Limits of Liability.

Program Sub-Limits:

- A. With respect to the perils of flood and earthquake, this Company shall not be liable, per occurrence and in any one policy year, for more than its proportion of \$50,000,000 which shall apply separately to each peril as referred to in Section 13. Even if the peril of flood or earthquake is the predominant cause of loss or damage, any ensuing loss or damage not

otherwise excluded herein shall not be subject to any sublimits or aggregates specified in this Clause A.;

- B. \$50,000,000 for Named Storm Wind
- C. \$25,000,000 for Flood in Special Flood Hazard Areas (SFHA), as defined by the Federal Emergency Management Agency, annual aggregate applies
- D. \$5,000,000 for Builders Risk Materials While in the Insured's Care, Custody & Control
- E. \$1,500,000 for Business Interruption
- F. \$5,000,000 Debris Removal (or 25% Whichever is greater)
- G. \$5,000,000 for Extra Expense
- H. \$5,000,000 for Newly Acquired Property (90 Days Reporting); includes Builders Risk, excluding soft costs
- I. \$1,000,000 for Miscellaneous Non-Owned Property at Scheduled and Unnamed Locations,
- J. \$1,000,000 Miscellaneous Rented Equipment Including Rented Vehicles; \$125,000 per item
- K. \$1,000,000 Errors & Omissions
- L. \$5,000,000 Valuable Papers & Records
- M. \$250,000 Pollution Cleanup (Annual Aggregate)
- N. \$1,000,000 Resultant Mold
- O. \$5,000,000 Accounts Receivable
- P. \$1,000,000 Emergency Evacuation Response (per attached endorsement)
- Q. \$10,000,000 Ordinance or Law – Demolition
- R. \$10,000,000 Ordinance or Law - Increased Cost of Construction
- S. \$400,000 Transit
- T. \$1,000,000 Fine Arts – non-scheduled items
- U. \$635,275 Fine Arts – as per schedule on file with this Company
- V. \$5,000,000 Loss Adjustment Expense

4. DEDUCTIBLES

All losses, damages or expenses arising out of any one occurrence, shall be adjusted as one loss, and from the amount of such adjusted loss shall be deducted \$75,000 except:

A. With respect to Flood:

With respect to locations partially or wholly exposed to areas of frequent flooding (less than 100 year frequency) within Special Flood Hazard Areas (SFHA), as defined by the Federal

Emergency Management Agency (if these locations are not excluded elsewhere in this policy with respect to the peril of flood), the deductible shall be 5% of the total values at the time of loss at each location involved in the loss, subject to a minimum of \$1,000,000 for any one occurrence;

With respect to Named Storms (a storm that has been declared by the National Weather Service to be a Hurricane, Typhoon, Tropical Cyclone or Tropical Storm), the deductible shall be 5% of the total values at the time of loss at each location involved in the loss, subject to a minimum of \$1,000,000 for any one occurrence;

With respect to any other flood loss, the deductible shall \$100,000 for any one occurrence.

In the event that all or any portion of the deductible is payable under the Insured's primary insurance or by locale state or governmental funding organizations including the National Flood Insurance, such payment shall be considered Underlying Insurance as defined herein. National Flood Insurance Policies shall be considered as a Deductible Buy Back.

B. With respect to Earthquake:

The sum of \$75,000 shall be deducted from any adjusted loss due to Earthquake except in the entire state of California and the entire state of Alaska where the peril of earthquake is excluded;

Except in the entire state of Hawaii, Shelby County in Tennessee, St. Louis City, St. Louis County in Missouri, and the counties of Callum, Jefferson, King, Kitsap, Mason, Pierce, San Juan, Skagit, Snohomish, Thurston, and Watcom in the state of Washington, where the peril of earthquake is excluded;

C. With respect to Wind:

The deductible shall be 5% of the total values at the time of loss at each location involved in the loss, subject to a minimum of \$1,000,000 for any one occurrence as respects Named Storms (a storm that has been declared by the National Weather Service to be a Hurricane, Typhoon, Tropical Cyclone or Tropical Storm).

With respect to all other wind and hail losses, all loss, damage, and/or expense arising out of any one occurrence shall be adjusted as one loss, and from the amount of each such adjusted loss shall be deducted the sum of \$75,000;

5. LOSS PAYABLE

Loss, if any, shall be adjusted with and payable to Lee County Board of County Commissioners, or order, whose receipt shall constitute a release in full of all liability under this policy with respect to such loss.

6. TERRITORY

Coverage will apply for locations within the United States (excluding U.S. territories and possessions and all other countries)

7. COVERAGE

Except as hereinafter excluded, this policy covers:

A. REAL AND/OR PERSONAL PROPERTY

(1) (a.)The interest of the Insured in all Real and/or Personal Property including but not limited to improvements and betterments and alterations owned, used, or intended for use by the Insured or hereinafter constructed, erected, installed, or acquired. In the event of loss or damage, the Company agrees to accept and consider the Insured as sole and unconditional owner of improvements and betterments, any contract or leases to the contrary notwithstanding.

(b.)Real and/or Personal Property specifically, but not exclusively, includes Property in the open, Electronic Data Processing Media, Equipment and Extra Expense, Automobile Physical Damage (excluding over the road coverage), Business Interruption w/ Extra Expense, Miscellaneous Street Traffic Stanchions/Signal Lights/Street Lights, Miscellaneous Street Signs, Miscellaneous Traffic Flashers/Count Stations/Traffic Monitoring Cameras, Contractors Equipment (to include the sublimited amount for Rented Equipment in the Care/Custody/Control), Miscellaneous Property in Insured's Care, Custody and Control, Miscellaneous Unnamed Locations, Valuable Papers, Fixed Asset Major Equipment, Accounts Receivable, Fine Arts, Miscellaneous Fences, Voting Machines, Watercraft, and Transit

- (2) The interest of the Insured in the Real and Personal Property of others in the Insured's care, custody, or control, and to the extent of the Insured's liability imposed by law or assumed by contract for such property.
- (3) At the option of the Insured, Personal Property of the Insured's officials and employees while on the premises of the Insured.
- (4) Contractors' interest in property covered to the extent of the Insured's liability imposed by law or assumed by contract.

B. BUSINESS INTERRUPTION

This policy also covers loss as described below, resulting from necessary interruption of business conducted by the Insured and caused by loss, damage or destruction by any of the perils covered herein during the term of this policy to Real and/or Personal Property as covered herein.

If such loss occurs during the term of this policy, it shall be adjusted on the basis of the ACTUAL LOSS SUSTAINED by the Insured, consisting of the net profit which is thereby prevented from being earned and of all charges and expenses (excluding ordinary payroll), but only to the extent that they must necessarily continue during the interruption of business, and only to the extent to which they would have been earned had no loss occurred.

Ordinary payroll is defined to be the entire payroll expense for all employees of the Insured except officers, executives, department managers, employees under contract, and other important employees.

The Company shall not be liable for any loss resulting from partial or total interruption of business during the time required to reproduce finished stock. Finished stock shall mean stock manufactured by the Insured which in the ordinary course of the Insured's business is ready for packing, shipment, or sale.

RESUMPTION OF OPERATIONS: It is a condition of this insurance that if the Insured could reduce the loss resulting from the interruption of business,

- 1) by a complete or partial resumption of operations, or
- 2) by making use of other available stock, merchandise, or locations such reduction will be taken into account in arriving at the amount of loss hereunder;

EXPENSE TO REDUCE LOSS: This policy also covers such expenses as are necessarily incurred for the purpose of reducing any business interruption loss under this policy, provided

such coverage shall not exceed the amount by which the loss under this policy is thereby reduced.

EXPERIENCE OF BUSINESS: In determining the amount of net profit, charges and expenses covered hereunder for the purpose of ascertaining the amount of loss sustained, due consideration shall be given to the experience of the Insured's business before the date of damage or destruction and to the probable experience thereafter had no loss occurred.

C. EXTRA EXPENSE

This policy also covers Extra Expense incurred resulting from loss or damage to property insured hereunder caused by any of the perils covered herein during the term of this policy.

"Extra Expense" means the excess of the total cost chargeable to the operation of the Insured's business over and above the total cost that would normally have been incurred to conduct the business had no loss or damage occurred.

D. RENTAL VALUE

This policy also covers rental value loss sustained by the Insured directly from the necessary untenantability, caused by loss, damage or destruction by any of the perils covered herein during the term of this policy to Real and/or Personal Property as described in the previous paragraphs, but not exceeding the reduction in rental value less charges and expenses which do not necessarily continue during the period of untenantability.

For the purpose of this insurance "Rental Value" is defined as the sum of:

- (1) the total anticipated gross rental income from the tenant occupancy of the described property as furnished and equipped by the Insured, and
- (2) the amount of all continuing charges which are the legal obligation of the tenant(s) and which, because of the loss, becomes obligations of the Insured, and
- (3) the fair rental value of any portion of said property which is occupied by the Insured.

EXPENSE TO REDUCE LOSS: This policy also covers such expenses as necessarily incurred for the purpose of reducing any rental value loss under this policy. Such coverage, however, shall not exceed the amount by which the loss under this policy is thereby reduced.

EXPERIENCE OF THE BUSINESS: In determining the amount of Rental Value covered hereunder for the purpose of ascertaining the amount of loss sustained, due consideration shall be given to the rental experience before the date of damage or destruction and to the probable experience thereafter had no loss occurred.

E. ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS INTERRUPTION AND EXTRA EXPENSE COVERAGE AND RENTAL VALUE COVERAGE

PERIOD OF RECOVERY: This length of time for which loss may be claimed:

- (1) shall not exceed such length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair or replace such part of the property as has been destroyed or damaged.
- (2) shall commence with date of such loss or damage and shall not be limited by the date of expiration of this policy.

SPECIAL EXCLUSIONS: This policy does not insure against any increase of loss which may be occasioned by the suspension, lapse, or cancellation of any lease, license, contract, or order, nor for any increase of loss due to interference at the Insured's premises by strikes or other persons with rebuilding, repairing, or replacing the property damaged or destroyed or with the resumption

or continuation of business, or with the re-occupancy of the premises nor for any loss occurrence to property in transit off the premises.

EXTENSION OF COVERAGE: This policy, subject to all provisions and without increasing the amount of said policy, also insures against loss resulting from damage to or destruction of by the perils insured against:

- (1) public utility plants, transformers or switching stations, substations furnishing heat, light, power or gas to the Insured's premises, within one statute mile of the Insured's premises;
- (2) any property thereby inhibiting ingress to or egress from the Insured's premises for a period not exceeding thirty (30) days;
- (3) any property when access to the premises is inhibited for not exceeding 30 days by order of civil or military authority

F. DEMOLITION AND INCREASED COST OF CONSTRUCTION

In the event of loss or damage under this policy that causes the enforcement of any laws or ordinance regulating the construction or repair of damaged facilities insured hereunder, the Company shall be liable for:

- (1) the cost of demolishing the undamaged facility including the cost of clearing the site;
- (2) the value of such undamaged part of the facility which must be demolished;
- (3) the increased cost of repair or reconstruction of the damaged and undamaged facility on same or another site limited to the minimum requirements of such law or ordinance regulating the repair or reconstruction of the damaged property and undamaged property the cost thereof on the same site. However, the Company shall not be liable for any increased cost of construction loss unless the damaged facility is actually rebuilt or replaced within two years. We may extend this period as reasonable in writing upon mutual agreement between the company(ies) and the insured.
- (4) any increase in the business interruption, extra expense or rental value loss arising out of the additional time required to comply with said law or ordinance compared with the time it would have taken to restore the facility with materials of like kind and quality.

G. DEBRIS REMOVAL

This policy shall cover the cost of removal of debris or property covered hereunder resulting from damage to property by a peril insured against.

H. EXPEDITING EXPENSE

This policy covers the extra cost of temporary repair and/or replacement and of expediting the repair and/or replacement of damaged property insured hereunder, including, but not limited to, overtime and express freight or other rapid means of transportation.

I. LOSS ADJUSTMENT EXPENSES

This policy is extended to include the expenses described below incurred by the insured, or by the Insured's representatives, for preparing and certifying the details of a claim resulting from a covered loss: reasonable and customary fees payable to the Insured's outside accountants, architects, auditors, engineers, or other professionals specifically employed by the insured to verify, certify and calculate the particulars or details, including amount, of a proof of loss submitted by the insured. This coverage does not include the fees and costs of attorneys, public adjusters and loss arbitrators, nor does it cover the costs of experts engaged for arbitration or litigation with the insurer.

J. FIRE DEPARTMENT CHARGES AND EXTINGUISHING EXPENSES

If property insured is destroyed or damaged by a peril insured against, this policy shall cover:
(1) fire department and other extinguishing expenses for which the Insured may be assessed;
(2) Loss and disposal of fire extinguishing materials expended.

K. ERRORS AND OMISSIONS

Any unintentional error or omission made by the Insured shall not void or impair the insurance hereunder provided the Insured reports such error or omission as soon as reasonably possible after discovery and pays appropriate premium thereon. In the event that the Insured commits an unintentional error the Company's liability shall be limited to the occurrence limit of liability or the amount indicated on the separate errors and omissions limitation whichever is less.

L. VALUABLE PAPERS AND RECORDS

This policy also covers valuable papers and records, defined as written, printed or otherwise inscribed documents and records, including but not limited to books, maps, films, drawings, abstracts, deeds, mortgages, micro inscribed documents, manuscripts and media, but not including money and/or securities.

The term securities shall mean all negotiable and non-negotiable instruments or contracts representing either money or other property and includes revenue and other stamps in current use, tokens and tickets, but does not include money.

M. PROPERTY IN TRANSIT

This policy covers shipments within and between the territorial limits of this policy including the coastal waters thereof, by means of conveyance, from the time the property is moved for purpose of loading and continuously thereafter while awaiting and during loading and unloading and in temporary storage, including temporary storage on any one conveyance intended for use of any outbound or used for inbound shipment; including during deviation and delay; until safely delivered into place of final destination.

This insurance is extended to cover loss or damage to property:

- (1) sold and shipped by the Insured under terms of F.O.B. point of origin or other terms usually regarded as the shipper's responsibility short of points of delivery; or
- (2) arising out of any unauthorized person(s) representing themselves to be the proper party(ies) to receive goods for shipment or to accept goods for delivery;
- (3) occasioned by the acceptance by the Insured, by its agents, or by its customers of fraudulent bills of lading, shipping and delivery orders, or similar documents.

The insured may waive right(s) of recovery against private and contract carriers and accept bills of lading or receipts from carriers, bailee's, warehousemen, or processors limiting their liability, but this Transit insurance shall not inure to the benefit of any carrier, bailee, ware-housemen, or processor.

With respect to shipments made under F.O.B. or similar terms, this Company agrees to waive its rights of subrogation against consignees at the option of the Insured.

The Insured is not to be prejudiced by any agreements exempting lightermen from liability.

Seaworthiness of any vessel or craft is admitted between this Company and the Insured.

N. NEWLY ACQUIRED LOCATIONS AND BUILDERS RISK

All newly acquired locations or additions to existing locations of the Insured are automatically covered provided such acquisitions and additions are reported to the Company within ninety (90) days and additional premium is paid thereon from date of acquisition or addition. The company's liability shall be limited to the occurrence limit of liability or the amount indicated for Newly Acquired Locations and Builders Risk, whichever is less.

O. ACCOUNTS RECIEVABLE

- (1) All sums due the Insured from customers, provided the Insured is unable to effect collection thereof as the direct result of loss of or damage to records of accounts receivable;
- (2) Interest charges on any loan to offset impaired collections pending repayment of such sums made uncollectible by such loss or damage;
- (3) Collection expense in excess of normal collection cost and made necessary by such loss or damage;
- (4) Other expenses, when reasonably incurred by the Insured in reestablishing records of accounts receivable following such loss or damage.

For the purpose of this insurance, credit card company charge media shall be deemed to represent sums due the Insured from customers, until such charge media is delivered to the credit card company.

When there is proof that a loss of records of accounts receivable has occurred but the Insured cannot more accurately establish the total amount of accounts receivable outstanding as of the date of such loss, such amount shall be computed as follows:

- (1) The monthly average of accounts receivable during the last available twelve months shall be adjusted in accordance with the percentage increase or decrease in the twelve months average of monthly gross revenues which may have occurred in the interim.
- (2) The monthly amount of accounts receivable thus established shall be further adjusted in accordance with any demonstrable variance from the average for the particular month in which the loss occurred, due consideration being given to the normal fluctuations in the amount of accounts receivable within the fiscal month involved.

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

P. LEASHOLD INTEREST

- (1) Pro rata proportion from the date of loss to expiration date of the lease (to be paid without discount) on the Insured's interest in:
 - (a) the amount of bonus paid by the Insured for the acquisition of the lease not recoverable under the terms of the lease;

- (b) Improvements and betterments to real property which are not covered under any other section of this policy;
- (c) the amount of advance rental paid by the Insured and not recoverable under the terms of the lease;

when property is rendered wholly or partially untenable by any covered loss during the term of this policy and the lease is canceled by the party not the Named Insured under this policy in accordance with the conditions of the lease or by statutory requirements of the appropriate jurisdiction in which the damaged or destroyed property is located; and

- (2) (a) "The Interest of the Insured as Lessee or Lessor" when property is rendered wholly or partially untenable by any covered loss during the term of this policy and the lease is canceled by the party not the Named Insured by this policy in accordance with the conditions of the lease or by statutory requirements of the appropriate jurisdiction in which the damaged or destroyed property is located.
- (b) "The Interest of the Insured as Lessee or Lessor" as referred to herein shall be paid for the first three months succeeding the date of the loss and the "Net Lease Interest" shall be paid for the remaining months of the unexpired lease.

(3) Definitions:

The following terms, wherever used in this section shall mean::

- (a) "The Interest of the Insured as Lessee" is defined as:
 - (i) the excess of the rental value of similar premises over the actual rental payable by the lessee (including any maintenance or operating charges paid by the lessee) during the unexpired term of the lease; and
 - (ii) the rental income earned by the Insured from sublease agreements, to the extent not covered under any other section of this policy, over and above the rental expenses specified in the lease between the Insured and the lessor.
- (b) "The Interest of the Insured as Lessor" is defined as the difference between the rents payable to the lessor under the terms of the lease in effect at the time of loss and the actual rent collectible by the lessor during the unexpired term of the lease provided the lease is canceled by the lessee, to the extent not covered under any other section of this policy.
- (c) "Net Lease Interest" is defined as that sum, which placed at 6% interest compounded annually will be equivalent to the "The Interest of the Insured as Lessee or Lessor."

- (4) This Company shall not be liable for any increase of loss which may be occasioned by the suspension, lapse or cancellation of any license or by the Named Insured exercising any option to cancel the lease. Furthermore, the Named Insured shall use due diligence including all things reasonably practicable to diminish loss under this clause.

8. PERILS INSURED AGAINST

This policy insures against all risk of direct physical loss or damage to described property including general average, salvage and all other similar charges on shipments covered hereunder, if any, subject to the provisions, stipulations and/or exclusions herein and in the policy of which this form is made part.

9. PERILS EXCLUDED

This policy does not insure:

- A. against any fraudulent or dishonest act or acts committed by the Insured or any of the Insured's employees or others to whom the property may be delivered or entrusted;
- B. inventory shortage or unexplained disappearance;
- C. against the cost of making good defective design or specifications, faulty material, or faulty workmanship
- D. explosion, rupture, or bursting of steam boilers, steam pipers, steam turbines or steam engines owned or operated by the Insured unless loss or damage from a peril insured herein ensues and then this policy shall cover only for such ensuing loss or damage;
- E. loss or damage caused by or resulting from moth, vermin, termites or other insects, inherent vice, latent defect, rust, wet or dry rot, mold, dampness of atmosphere, smog or extremes in temperature;
- F. errors in processing or manufacturing of the Insured's products unless loss or damage from a peril insured herein ensues and then this policy shall cover only for such ensuing loss or damage;
- G. ordinary wear, tear, or gradual deterioration unless other loss or damage from a peril insured against herein ensues and then this policy shall cover only for ensuing loss or damage;
- H. normal settling, shrinkage or expansion of buildings, foundation or walls, floors, or ceilings unless loss or damage from a peril insured herein ensues and then this policy shall cover only for such ensuing loss or damage;
- I. loss of market; delay with respects to property in transit;
- J. nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this policy, except:
 - (1) if fire ensues, liability is specifically assumed for direct loss of such ensuing fire but not including any loss due to nuclear reaction, nuclear radiation, or radioactive contamination;
 - (2) the Company shall be liable for loss or damage caused by sudden and accidental radioactive contamination including resultant radiation damage from material used or stored or from processes conducted on an insured premises provided at the time of loss there is neither a nuclear reactor capable of sustaining nuclear fission in a self-supporting chain reaction nor any new or used nuclear fuel on the insured premises.
- K.
 - (1) hostile or warlike action in time or peace or war, including action in hindering, combating, or defending against an actual impending, or expected attack;
 - (a) by any government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval, or air forces;
 - (b) or by military, naval, or air forces;
 - (c) or by an agent of any such government, power, authority, or forces;
 - (2) any weapon employing atomic fusion;
 - (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering combating, or defending against such occurrence;

- (4) seizure or destruction by order of public authority, except destruction by order of public authority to prevent spread of fire or explosion;
- (5) risk of contraband or illegal trade

Notwithstanding the above provisions M (1), (2), (3), (4), and (5), this insurance shall cover loss or damage directly caused by acts committed by an agent of any government, party, or faction engaged in war, hostilities, or warlike operations, provided such agent is acting secretly and not in connection with any operation of armed forces (whether military, naval, or air forces) in the country where the property is situated.

L. against any loss or damage to any motor vehicle on the Insured's premises, not otherwise insured, caused by or resulting from:

- (1) collision, upset or overturn
- (2) wrongful conversion, embezzlement or secretion;

M. against any loss, damage or expense arising from the release, discharge of contaminants or pollutants into, under or upon any property insured under this policy.

"Contaminants" and "Pollution" means fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials and any other substances which pose a hazard to human health of the environment;

N. loss or damage, including but not limited to costs or expenses incurred by the Insured, arising as a result of any of the following:

- (1) asbestos material removal, containment, or other abatement, unless the asbestos is itself damaged by an otherwise insured peril, in which case the Company will pay only those costs or expenses incurred to clean up or repair the damaged asbestos;
- (2) demolition or increased cost of reconstruction, repair debris removal, or loss of use necessitated by the enforcement of any law or ordinance regulating asbestos materials and;
- (3) any government declaration, directive, or request pertaining to asbestos materials, removal, containment, or other abatement at the insured property.

O. against loss or damage caused by or resulting from:

- (1) Earthquake and/or Volcanic Eruption and/or Flood **except** for the amount or percentage, if any, specified in the policy limits;
- (2) any and all losses from any other cause when occurring currently or sequentially with Earthquake or Volcanic Eruption or Flood except Fire; and the limit of insurance hereunder for such Fire shall be the amount of insurance covering the property or the residual value of the property if the Fire is preceded by Earthquake or Volcanic Eruption damage or Flood, whichever is lesser.

Exclusions D and E shall not apply to Electronic Data Processing Systems and Valuable Papers.

10. PROPERTY EXCLUDED

This policy does not cover loss or damage to:

- A. Currency; Money; Securities; coins; bullion; notes; stamps; letters of credit; tickets, bills and deeds;
- B. Land, land values; growing crops; drying crops; standing timber; lawns; trees; plants; shrubs and animals except animals held for research and then for the perils of father and extended coverages only;
- C. Excavation; back filling; wells; bricks; stone or concrete foundations or footings of any kind; piling below the surface of the ground; piers, wharves or docks; pavements sidewalks or roadways. Piers, Wharves, and Docks are covered if specifically scheduled.

- D. Aircraft; railroad rolling stock;
- E. Waterborne shipments to and from Puerto Rico, Virgin Islands, Hawaii, and Alaska; waterborne shipments via the Panama Canal;
- F. Export shipments after loading on board an overseas vessel or after ocean marine insurance attaches, whichever occurs first, and import shipments until they have been discharged from the overseas vessel or until the ocean marine insurance terminates, whichever occurs last;
- G. Furs; fur garment; jewels; jewelry; watches; pearls; precious & semi-precious stones; gold; silver; platinum; other precious metals and alloys;
- H. Property sold on installment, conditional sale, trust agreement or other deferred payment plan, after delivery to customers;
- I. Shipments by mail and parcel post;
- J. Power transmission and feeder lines not on the Insured's premises;

11. VALUATION

At the time of loss, the basis of adjustment unless other endorsed herein shall be as follows:

- A. Real and/or Personal Property at replacement cost without deduction for depreciation except as provided below or by endorsement.
 - (1) The company's liability for loss on a replacement cost basis shall not exceed the smallest amount of the following amounts:
 - (a) The limit of this policy applicable to the damaged or destroyed property;
 - (b) The replacement cost of the property or any part thereof identical with such property with NO REQUIREMENT TO REBUILD ON THE SAME PREMISES; or
 - (c) The amount actually and necessarily expended in repairing or replacing said property or any part thereof.
 - (2) The company shall not be liable under this clause for any loss:
 - (a) Occasioned directly or indirectly by the enforcement of any ordinance or law regulating the use, construction, repair or demolition of property unless such liability has been specifically assumed under this policy; or
 - (b) The damaged or destroyed property is actually repaired or replaced by the Insured with due diligence and dispatch. If the property is not repaired or replaced the valuation is to be on an Actual Cash Value basis measured at the time of loss.
 - (3) It is agreed if the Insured property is not replaced the valuation is to be actual cash value which shall be measured at the time of loss.
- B. Property of others at the amount for which the insured is liable but in no event to exceed replacement cost plus the cost of labor performed and materials expended thereon at the time of loss.
- C. Tenant's Improvements and Betterments:
 - (1) If repaired and replaced at the expense of the Insured within a reasonable time after loss, the replacement cost of the damaged or destroyed improvements and betterments.
 - (2) If not repaired or replaced within a reasonable time after loss, the proportion of the original cost at the time of installation of the damaged or destroyed property which the unexpired term of the lease or rental agreement, whether written or oral, in effect at the time of loss bears to the period from the date such improvements or betterments were to the expiration date of the lease.
 - (3) If repaired or replaced at the expense of others for the use of Insured, there shall be no liability hereunder.

- D. Valuable papers and records and electronic data processing media: The cost to repair or replace the property with other property of like kind and quality including the cost of gathering and/or assembling information, but only if such property is actually repaired or replaced.
- E. Auto Physical Damage, as respects vehicles owned and/or operated by the Insured, shall be limited to: The value shown for each scheduled vehicle per the Auto Physical Damage Schedule on file with this Company or the Actual Cash Value at the time of loss, whichever is less.
- F. All vacant, unoccupied, and any other property not otherwise described: Shall be valued at Replacement Cost of the property at the time of the loss or damage occurs.
- G. Replacement cost shall include the reasonable and necessary architect's and/or engineers' plans, drawings, blueprints, photographs, specifications and their related fees, including inspectors' and/or superintendents' fees, inspection and/or supervisory charges; and to include architects' and engineers' fees for supervision of construction and repair of insured damage.

12. FLOOD

With respect to the peril of Flood, any and all losses from this cause within a seventy-two (72) hours period shall be deemed to be one loss insofar as the Limit of Liability and Deductible provisions of this policy are concerned.

The Company shall not be liable for any loss caused by any Flood occurring before the effective date and time of this policy, however, the Company will be liable for any loss occurring for a period, of up to seventy-two (72) hours after the expiration of this policy provided that the first flood damage occurs prior to the date and time of the expiration of this policy.

The term "flood" as used herein, shall mean surface water, waves, tide or tidal water and the rising (including the overflowing or breaking of boundaries) of lakes, ponds, reservoirs, rivers, streams, creeks, harbors, and similar bodies of water. The term "surface water," as insured hereunder, shall mean seepage, leakage, or influx of water (immediately derived from natural sources) through sidewalks, driveways, foundations, walls or floors; and also include all the water which backs up through sewers or drains.

13. EARTHQUAKE

Each loss by earthquake shall constitute a single claim hereunder; provided, if more than one earthquake shock shall occur within any period of seventy-two (72) hours during the term of this policy such earthquake shall be deemed to be a single earthquake within the meaning hereof. The Company shall not be liable for any loss caused by any earthquake occurring before the effective date and time of this policy, however, the Company will be liable for any losses occurring for a period of up to seventy-two (72) hours after the expiration of this policy provided that the first earthquake shock or damage occurs prior to the date and time of the expiration of the policy.

The term "earthquake" as used herein shall mean; earth shock, volcanic action, landslide, earth movement, earth sinking, and the earth rising or shifting.

14. CONTRIBUTING INSURANCE

Contributing insurance is insurance covering in the same manner and layer as this insurance which is not designated as and notified to the Company as primary or excess with respect to the insurance provided in the policy.

The insurance shall contribute in accordance with the condition of this policy only to the extent of the participation of this policy in the total limit of liability set herein.

15. EXCESS INSURANCE

Excess insurance is insurance over the limit of liability set forth in this policy. The existence of such excess insurance shall not prejudice the coverage provided under this policy nor will it reduce any liability hereunder.

16. UNDERLYING INSURANCE

- A. Underlying insurance is insurance on all or any part of the deductible and against all or any of the causes of loss covered by this policy including declarations of value to the carrier for hire. The existence of such underlying insurance shall not prejudice or affect any recovery otherwise payable under this policy.
- B. If the limits of such underlying insurance exceed the deductible amount which would apply in the event of loss under this policy, then that portion which exceeds such a deductible amount shall be considered other insurance, as defined in the Other Insurance clause.
- C. In the event that all or any portion of the deductible is payable under the Insured's primary insurance or by locale state or governmental funding organizations including the National Flood Insurance, such payment shall be considered Underlying Insurance as defined herein. National Flood Insurance Policies shall be considered as a Deductible Buy Back.

17. OTHER INSURANCE

Except for insurance described in the Contributing Insurance Clause, or the Excess Insurance Clause, this policy shall not cover to the extent of any other insurance, whether prior or subsequent hereto in date, and whether directly or indirectly covering the same property against the same perils and whether collectible or not. The Company shall be liable for loss or damage only to the extent of that amount excess of amount due from such other insurance.

18. SUBROGATION

- A. In the event of any payment under this policy, this Company shall be subrogated to the extent of such payment to all the Insured's rights of recovery thereof. The Insured shall execute all papers required and shall do anything that may be necessary at the expense of the Company to secure such right. The company will act in concert with all other interests concerned, i.e., the Insured and other company(ies) participating in the payment of any loss as primary or excess insurers, in the exercise of such rights of recovery. If any amount is recovered as a result of such proceedings, the cost of recovery shall be divided between the interests concerned in the proportion of their respective interests. If there should be no recovery, the expense of proceedings shall be borne proportionally by the interests instituting the proceedings.
- B. Any release from liability entered into by the Insured in writing prior to loss hereunder shall not affect this policy or the right of the Insured to recover hereunder. The right of subrogation against the Insured or subsidiary or affiliated companies or any other companies associated with Insured through ownership or management is waived.

19. SALVAGE AND RECOVERIES

All salvages, recoveries and payments excluding proceeds from subrogation recovered or received subsequent to a loss settlement under this policy shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made accordingly.

20. BRANDS AND TRADEMARKS

In case of damage by a peril insured against to property bearing a brand or trademark or which in any way carries or implies the guarantee or the responsibility of the manufacturer or Insured, the salvage value of such brands or trademarks or other identifying characteristics. The Insured shall have full right to the possession of all goods involved in any loss under this policy and shall retain control of damaged goods. The Insured, exercising a reasonable discretion, shall be the sole judge as to whether the goods involved in any loss under this policy are fit for consumption and no goods so deemed by the Insured to be unfit for consumption shall be sold or otherwise disposed of except by the Insured or with the Insured's consent, but the Insured shall allow this Company any salvage obtained by the Insured on any sale or other disposition of such goods.

21. MACHINERY

In case of loss or damage by peril insured against to any part of a machine or unit held either for sale or use consisting of two or more parts when complete, the liability of the Company shall be limited to the value of the part or parts lost or damaged or, at the Insured's option, to the cost and expense of replacing or duplicating the lost or damaged part or parts or of repairing the machine or unit provided that no such option shall exceed 125% of the lowest of the above.

22. PAIR AND SET

Except as provided under the Machinery Clause, in the event of loss or damage by a peril insured against to any article or articles which are part of a pair or set, the measure of loss damage to such article or articles shall be reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of the pair or set.

23. NOTICE OF LOSS – CLAIM REPORTING PROVISION

- (1) It is understood and agreed that, notwithstanding any provision contained in this policy to contrary, the Insured will be deemed to be in full compliance with any claim notice requirements, if notice of an occurrence is made to the Company as soon as practicable after knowledge by the Office of Risk Management, Lee County Board of County Commissioners that such occurrence will, or is likely to, result in a claim under the contract. Any unintentional failure to report any occurrence or claim shall not invalidate coverage with respects to any such occurrence or claim.
- (2) Given the judgment of the Insured, when a loss is likely to involve this policy, immediate notice of any such loss will be given by the Insured to:

Attn: Michelle Y. Martin, CIC
Vice President, Account Executive
Brown & Brown - Public Risk Insurance Agency
220 S. Ridgewood Avenue, Daytona Beach, FL 32114
386-239-4047 Direct Phone
386-239-4049 Fax
386-566-3484 Mobile
mmartin@bbpria.com

Public Risk Insurance Agency will then promptly notify all companies who participated in the layer or layers where a loss is anticipated.

(3) Each participating company involved in the loss shall have the right to associate in the investigation, adjustment and settlement of the loss, but it is understood and agreed that such association and/or involvement will be at their own discretion and expense. Any loss amount paid in excess of the appropriate deductible shall be proportionately paid by all participating carriers as their respective limit bears to the total limit. All adjustment expense shall be proportionately paid in like manner.

24. PROOF OF LOSS

In the event of loss hereunder it shall be necessary for the Insured, within 90 days following demand therefore by the Company, to render a signed and sworn proof of loss to the Company or its appointed representative stating: the place, time, and cause of loss, damage, or expense; the interest of the Insured and all others in the damaged or destroyed property; the value of the property involved in the loss; and the amount of loss, damage, or expense.

25. DESIGNATED LOSS ADJUSTER

It is understood and agreed that each and every loss will be adjusted by:

Rick Mullen
Executive General Adjuster
VRS>> Vericclaim Adjusters
1001 Yamato Road, Suite 402
Boca Raton, FL 33431
Phone: 561-995-8244
Fax: 561-995-0129
Cell: 561-289-1496
rmullen@vericclaiminc.com

26. PAYMENT OF LOSS

All adjusted claim shall be due and payable no later than sixty (60) days after presentation and acceptance of final proofs of loss by this company or its appointed representative.

27. REINSTATEMENT

With the exception of loss caused by the perils which are subject to annual aggregate limits as noted in the Limits of Liability Clause, any loss hereunder shall not reduce the amount of this policy.

28. SUIT AGAINST THE COMPANY

No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless the Insured shall have fully complied with all the requirements of this policy. The Company agrees that any action or proceeding against it for recovery of any loss under this policy shall not be barred if commenced within the time prescribed therefore in the statutes of the state of New York.

29. APPRAISAL

If the Insured and the Company fail to agree on the amount of loss, each, upon written demand either of the Insured or the Company made within sixty (60) days after receipt of proof of loss by the Company, shall select competent and disinterested appraisers. The appraisers shall then select a competent and disinterested umpire. If they should fail for fifteen (15) days to agree upon such an umpire, then upon the request of the Insured or the Company such an umpire shall be selected by a judge of a court of record in the county and state in which such appraisal is

pending. Then at a reasonable time and place, the appraisers shall appraise the loss stating separately the value at the time and place of loss and the amount of loss. If the appraisers fail to agree, they shall submit their differences to the umpire. An award in writing of any two shall determine amount of loss. The Insured and the Company shall each pay his or its chosen appraiser and shall bear equally the other expenses of the appraisal and of the umpire. For the purpose of this provision, values stated above shall mean values used by the Insured in making annual reports under this insurance.

30. ASSISTANCE AND COOPERATION OF THE INSURED

The Insured shall cooperate with the Company, and upon the Company's request and expense, shall attend hearings and trials and shall assist in effecting settlements, in securing and giving evidence, in obtaining the attendance of witnesses, and in conducting suits.

31. EXAMINATION UNDER OATH

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

32. SUE AND LABOR

In case of actual or imminent loss or damage by a peril insured against it shall without to the insurance, be lawful and necessary for the Insured, their factors, servants, or assigns to sue, labor, and travel for, in, and about the defense, the safeguard, and the recovering of the property insured hereunder; nor, in the event of loss or damage, shall the acts of the Insured or of the Company in recovering, saving, and preserving the insured property be considered a waiver or an acceptance of abandonment. The Company shall contribute to the expense so incurred according to the rate and quantity of the sum herein insured.

33. CANCELLATION

- A. This policy may be cancelled at any time at the request of the Insured or it may be cancelled by the Company by mailing to the Insured at the address shown in the Declaration hereof written notice stating when not less ninety (90) days thereafter such cancellation shall be effective; ten (10) days if for nonpayment of premium.
- B. The mailing of such notice as aforesaid shall be sufficient proof of notice and the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing.
- C. Cancellation shall not affect coverage on any shipment in transit, if any, on the date of cancellation. Coverage will continue in force until such property is delivered and accepted.

34. PROTECTION AND MAINTENANCE

It is agreed that any protection provided for the safety of the insured property shall be maintained in good order throughout the currency of this policy and shall be in use at all times out of business hours or when the Insured's premises are left unattended, and that such protection shall not be withdrawn or varied to the detriment of the interests of the Company without their consent.

35. INSPECTION AND AUDIT

The Company shall be permitted but not obligated to inspect the Insured's property at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Insured or others, to determine or warrant that such property is safe. The Company may examine and audit the Insured's books and records at any time during the Policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this Insurance.

36. ABANDONMENT

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

37. FALSE OR FRAUDULENT CLAIMS

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

38. ASSIGNMENT

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

39. CONFORMITY TO STATUTE

Terms of this policy in conflict with the written laws of the state in which the policy is issued are changed to conform to such laws.

40. TITLES OF PARAGRAPHS

The titles of the paragraphs of this form and of endorsements and supplemental contracts, if any, nor or hereafter attached hereto are inserted solely for convenience of reference and shall not be deemed in any way to limit or affect the provisions to which they relate.

40. SEVERABILITY OF INTERESTS

Each of the Insureds covered by this policy will have the same protection and obligations as if the policy has been issued individually to each of them. However, the inclusion of more than one Insured will not operate to increase the limit of liability of the Insurer beyond the limit of liability stated in this policy.

41. BANKRUPTCY AND INSOLVENCY

In the event of the insolvency or the bankruptcy of any Insured, the Company will continue to insure the representatives, successors or assigns of such Insured. The insolvency or bankruptcy of the Insured does not relieve the Company of liability as provided under this policy.

42. COINSURANCE WAIVER

This policy is not subject to coinsurance.

43. VACANCY OR UNOCCUPANCY

Permission is granted to cease operations or remain vacant and/or unoccupied without limit of time, and such vacancy and/or unoccupancy shall not affect the insurance provided under this policy.

44. LIBERALIZATION

If, during the period that insurance is in force under this policy, any authorized endorsement or filed rules or regulations affecting the same are revised by statute so as to broaden the insurance without additional premium charge, such extended or broadened insurance shall insure to the benefit of the Insured hereunder.

45. NO CONTROL

This insurance shall not be affected by failure of the Insured to comply with any provisions of this policy in any portion of the premises over which the Insured has no control.

POLICY ADDENDUM #1

Named Insured: **Lee County Board of County Commissioners**
Effective Date: **October 1, 2015**

JOINT LOSS AGREEMENT

With respect to insurance provided by this policy, it is agreed that:

1. If at the time of loss, there is in existence a policy(is) issued by either this Company or by a boiler and machinery insurance company which may cover the same property or cover the location at which the property is subject to loss is situated; and
2. If there is a disagreement between the companies under this policy and such other contract either as to:
 - (a) whether such damage or destruction was caused by a peril insured against by this policy or be an accident insured against by such boiler and machinery insurance policy; or
 - (b) the extent of participation of this policy and of such boiler and machinery insurance policy in a loss which is insured against, partially or wholly, by any one or all of said policies;

this Company shall, upon written request of the Insured, pay to the Insured one half of the amount of the loss which is in disagreement, but in no event more than this Company would have paid if there has been no boiler or machinery policy in effect, subject to the following conditions:

- (a) the amount of the loss which is in disagreement, after making provisions for any undisputed claims payable under the said policies and after the amount of the loss is agreed upon by the Insured and the companies is limited to the minimum amount remaining payable under with the boiler and machinery or this policy(ies);
- (b) the boiler and machinery insurance company shall simultaneously pay to the Insured at least one half of said amount which is in disagreement;
- (c) the payments by the companies hereunder and acceptance of the same by the Insured signify the agreement of the companies to submit to proceed with arbitration within ninety (90) days of such payments; The arbitrators shall be three in number, one of whom shall be appointed by the boiler and machinery insurance company, one of whom shall be appointed by this Company, and the third of whom shall be appointed by the consent of the other two; the decision by the arbitrators shall be binding on the companies and that judgment upon such award may be entered in any court of competent jurisdiction;
- (d) the Insured agrees to cooperate in connection with such arbitration but not to intervene therein;
- (e) the provisions shall not apply unless such other policy issued by the boiler and machinery insurance company is similarly endorsed;
- (f) acceptance by the Insured of sums paid pursuant to the provisions, including an arbitration award, shall not operate to alter, waive, surrender or in any way affect the right of the Insured against any of the companies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY ADDENDUM #2

It is hereby understood and agreed that all terms and conditions in the manuscript policy form supersede any conflicts with the common policy conditions.

All other terms, conditions and warranties remaining unchanged.

Issued to: Lee County Board of County Commissioners

If this endorsement is listed in the policy declarations, it is in effect from the time coverage under this policy commences.

Otherwise, the effective date of this endorsement is as shown below at the same time or hour of the day as the policy became effective.

Effective Date: October 1, 2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY ADDENDUM #3

PERMISSION FOR EXCESS INSURANCE

In consideration of the rate and premium for which this policy is written, the following additional provisions are hereby made a part of the policy superseding any provisions to the contrary:

1. **EXCESS INSURANCE:** Permission is hereby granted to purchase insurance in excess of the amount (Limit of Liability) stated in this policy. Such excess insurance shall not be considered other insurance for the purposes of the "Other Insurance" clause.
2. Any **COINSURANCE CLAUSE** in this policy is deleted.
3. Any reference to **PRO RATE LIABILITY, PRO RATA DISTRIBUTION** or any other apportionment clause is hereby deleted.
4. **SALVAGE AND RECOVERIES:** This clause is amended to include the following:

When, in connection with any loss hereunder, any salvage or recovery is received subsequent to the payment of such loss, the loss shall be figured on the basis on which it would have been settled had the amount of salvage or recovery been known at the time the loss was originally determined.

All other terms, conditions and warranties remaining unchanged.

Issued to: Lee County Board of County Commissioners

If this endorsement is listed in the policy declarations, it is in effect from the time coverage under this policy commences.

Otherwise, the effective date of this endorsement is as shown below at the same time or hour of the day as the policy became effective.

Effective Date: October 1, 2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY ADDENDUM #4

Policy Language Applicable to the Individual Company (ies) Noted – 1 Page (s)

It is hereby understood and agreed that the following change is made to this policy:

In addition to each Company (ies)'s Declaration's Page, Premium payment Conditions, Terrorism Exclusions and Notices (if Terrorism is excluded by the Insured), State Statute Amendatory Endorsements, Producer Compensation Notices / Disclosures and Service of Suit Clause if applicable; the following Company (ies)'s endorsements, forms, exclusions, etc... are added and apply only towards the individual Company (ies) to which such is noted. No other Company (ies) may claim such wording as their own, whether more or less restrictive in the event of loss to apply against all recovery.

Engineering fees, loss prevention fees, plan reviews and subsequent services / products, surplus lines taxes and fees, US FET Taxes and various state and local taxes and fees such as the Florida Fire College Trust Fund and Florida Emergency Management Preparedness & Assistance Fund Trust for the State of Florida and/or other state assessments should be viewed as unequal as charged on an individual Company Basis Separately from premium.

The terms and conditions of this form and endorsements attached thereto replace those of the policy to which it is attached, all terms, conditions and endorsements of the later being waived unless specifically noted within this endorsement.

Westchester Surplus Lines Insurance Company:

- ALL-20887 (10/06) ACE Producer Compensation Practices & Policies
- ACE061 (10/13) Asbestos Material Exclusion (Named Peril Exception)
- ACE0745 (09/12) Certificate Of Insurance - Automatic Additional Insured And Loss Payee Endorsement
- ACE0668 (04/14) Claims Adjustment
- MA-608255p (04/15) Claims Directory Property and Inland Marine
- BB-5W58a (09/11) Common Policy Declarations
- ACE0681 (10/11) Definition Of Loss Occurrence Endorsement
- ACE126 (10/14) Electronic Data Amendment Endorsement
- ACE0204 (05/10) Fungus, Wet Rot, Dry Rot and Bacteria Exclusion
- ACE0210 (01/08) Nuclear, Biological, Chemical, Radiological Exclusion Endorsement
- LE02523B (10/13) Policy Form Amendments Endorsement
- TRIA15c (01/15) Policyholder Disclosure Notice of Terrorism Insurance Coverage
- ALL-5X45 (11/96) Questions About Your Insurance
- SL-34255 (11/14) Service of Suit Endorsement - Florida
- LD-5S23j (03/14) Signature Endorsement
- SLPD (03/08) Surplus Lines Declarations
- ALL-10750 (01/15) Terrorism Exclusion Endorsement
- ALL-21101 (11/06) Trade or Economic Sanctions Endorsement
- IL P 001 01 04 U.S. Treasury Departments' Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders

Endurance American Specialty Insurance Company:

- ECP 0001 0115 PROPERTY DECLARATIONS
- ECP 0101 0508 FORMS & ENDORSEMENTS SCHEDULE
- IL 00 17 11 98 COMMON POLICY CONDITIONS
- CP 00 90 07 88 COMMERCIAL PROPERTY CONDITIONS
- ECP 1324 0215 OCCURRENCE LIMIT OF LIABILITY ENDORSEMENT
- ECP 1322 0215 DEFINITION OF OCCURRENCE ENDORSEMENT

- CP 04 05 10 12 ORDINANCE OR LAW COVERAGE
- ECP 1321 0115 MINIMUM EARNED PREMIUM CLAUSE
- ECP 1323 0215 HURRICANE SEASON MINIMUM EARNED PREMIUM ENDORSEMENT
- ECP 0104 0315 SUPPLEMENTAL DEDUCTIBLE ENDORSEMENT
- CP 03 25 1012 NAMED STORM PERCENTAGE DEDUCTIBLE
- ECP 1325 0415 AMENDMENT OF CANCELLATION ENDORSEMENT
- ECP 0501 0115 ABSOLUTE POLLUTION EXCLUSION
- ECP 0502 0115 ASBESTOS EXCLUSION
- ECP 0511 0709 NUCLEAR EXCLUSION ENDORSEMENT
- ECP 0505 0606 ABSOLUTE MOLD EXCLUSION
- IL 09 35 07 02 EXCLUSION FOR CERTAIN COMPUTER RELATED LOSSES
- CP 01 40 07 06 EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
- IL 09 86 03 08 NUCLEAR, BIOLOGICAL, CHEMICAL OR RADIOLOGICAL
TERRORISM
- ECP 1307 0512 SERVICE OF SUIT ENDORSEMENT
- ECP 1302 0214 NOTICE OF LOSS
- ECP 1301 0508 LOSS ADJUSTMENT ENDORSMENT
- PN 0001 0407 OFAC NOTICE
- IL 1008 0114 SIGNATURE PAGE

Certain Underwriters at Lloyds of London:

- NMA2920 Terrorism Exclusion Endorsement
- NMA 464 War and Civil War Exclusion
- LMA5219 U.S. Terrorism Risk Insurance Act of 2002 as Amended New and Renewal Business Endorsement
- NMA1191 Radioactive Contamination Exclusion Clause- Physical Damage –Direct U.S.A.
- NMA2914 Electronic Data Endorsement A (Section 1B amended to include additional perils, cost of reproduction limit under Section 2. – USD1,000,000 any one loss)
- NMA2962 Biological or Chemical Materials Exclusion Clause
- Automatic Acquisitions (Limited) and Annual Adjustment Endorsements
- Joint Loss Agreement
- LMA5130 – Application of Sublimits Endorsement
- Conformity Clause
- Evacuation Response
- Occurrence Limit of Liability Endorsement
- LMA3100 Sanction Limitation and Exclusion Clause
- LMA9037 – Florida Surplus Lines Notice (Guaranty Act)
- LMA9038 - Florida Surplus Lines Notice (Rates and Forms)
- NMA1998 Service of Suit Clause
- Mold Exclusion

Ironshore Specialty Insurance Company:

- Occurrence Limit of Liability Endorsement applies – Form # IS.PROP.END.016 (Delete Clause 2b)
- Pollution, Contamination, Debris Removal Exclusion applies
- Defined Peril Millennium Endorsement applies
- Office of Foreign Assets Control (OFAC) Disclosure Notice – Form # IS.PROP.END.017
- Mold / Fungus Exclusion applies
- Data Corruption Exclusion applies
- Special Catastrophe Earned Premium Provision
- Earthquake Limitation (CHAP)
- Joint Loss Agreement
- TRIA Sunset Clause

Aspen Specialty Insurance Company:

- Florida Changes – Form CP 0125 07 08
- General Service of Suit Endorsement – Form ASPCO002 0213
- Exclusion and Limited Additional Coverage for Fungus – Form ASPPR089 0907
- Exclusion of Certain Computer-Related Losses – Form IL 09 35 07 02
- Exclusion of War, Military Action & Terrorism – Form IL 09 53 01 08
- Electronic Data Endorsement – Form #NMA2915 0101
- NBCR Terrorism Exclusion – Form #ASPCO023 1012
- Seepage and/or Pollution and/or Contamination Exclusion – Form #ASPPR081 0907
- Earned Premium Endorsement- Form#ASPPR005 0404
- Minimum Earned Premium Clause Percentage – Form ASPPR072 0807
- OFAC Endorsement – Form ASPCO021 0412
- Policy Holders Guide to Reporting – Form #ASPPR100 1012

Certain Underwriters at Lloyds, Indian Harbor Insurance, QBE Specialty, General Security, United Specialty, Lexington, Princeton Excess and International Insurance (AmRisc):

- AmRisc Property Endorsement (AR PE 04 14 XM) Delete 3.B. on OLL Section of AR PE Form
- IL 09 53 TRIA Exclusion

Landmark American Insurance Company:

- Drop Down Clause RSG 94059 1005
- Exclusion And Limited Additional Coverage - Electronic Data RSG 94030 1003
- Exclusion And Limited Additional Coverage For Fungus RSG 96004 0210
- Exclusion of Pathogenic or Poisonous Biological or Chemical Material RSG 96014 0504
- Exclusion Of Terrorism RSG 96005 0315
- Minimum Earned Premium (Insureds with Coastal Property) RSG 94095 0512

Alterra Excess & Surplus Insurance Company:

- MJIL 1000 08 10 Policy Jacket
- MPCP 2001 11 14 Commercial Property Forms Revision Notice to Policyholders
- MPIL 1007 03 14 Privacy Notice
- MPIL 1074 07 14 Notice To Policyholders Claim Reporting
- MDIL 1001 08 11 Forms Schedule
- IL 02 55 04 15 Florida Changes - Cancellation And Nonrenewal
- IL 09 95 01 07 Conditional Exclusion Of Terrorism
- MEIL 1200 01 10 Service Of Suit
- MDCP 1005 09 14 Commercial Property Policy Declarations
- MDCP 1009 09 14 Excess Property Supplemental Declarations
- MECP 0005 09 14 Excess Property Coverage Form
- MECP 1213 02 15 Occurrence Limit of Liability - Excess
- MECP 1215 09 14 Additional Property Exclusions And Conditions
- MECP 1251 09 14 Permission For Excess Insurance
- MECP 1273 09 14 Minimum Earned Premium For Exposure To Hurricanes
- MECP 1304 01 15 Exclusion Of Certified Acts Of Terrorism
- MECP 1308 09 14 Exclusion - Virus, Harmful Code Or Similar Instruction
- MECP 1315 09 14 Exclusion - Asbestos
- MECP 1316 09 14 Exclusion - Equipment Breakdown
- MECP 1317 09 14 Exclusion - Biological, Radiological Or Chemical Materials
- MECP 1322 09 14 Exclusion - Pollution
- MECP 1326 09 14 Exclusion- Organic Pathogens

Arch Specialty Insurance Company:

- 06 EXP0001 10 09 09 Florida Commercial Property Declarations (Asic)
- 00 MI0012 00 01 03 Schedule Of Forms And Endorsements
- 06 MI0002 00 01 13 Signature Page (Arch Specialty)
- 02 EXP0075 00 09 02 Minimum Earned Premium Clause - Dollar
- 00 EXP0091 00 11 03 Common Policy Conditions
- 00 MI0003 00 04 12 Service Of Suit
- 06 CP0002 00 03 08 Claims Handling Procedures (Arch Specialty Ins. Co.)
- 00 EXP0125 00 06 06 Total Terrorism Exclusion
- 00 MI0065 00 06 07 U.S. Treasury Department's Office Of Foreign Assets Control ("Ofac")
- 00 EXP0078 00 05 06 Occurrence Limit Of Liability Endorsement
- 02 EXP0006 00 08 02 Exclusion And Limited Additional Coverage For Fungus
- 02 EXP0004 00 08 02 Electronic Property & Virus - Exclusion
- 02 EXP0071 00 09 02 Seepage/Pollution/Contamination Exclusion

United Specialty Insurance Company:

- Biological or Chemical Materials Exclusion – NMA 2962
- Data Distortion/Corruption Exclusion
- Millennium Endorsement
- Mold Endorsement with \$1,000,000 resultant damage sublimit
- Service of Suit – NMA 1998
- Terrorism Exclusions LMA 5219 (If Coverage Declined)
- OFAC Notice
- Fraudulent Claim Clause – LMA 5062

Everest Indemnity Insurance Company:

- Commercial Property Conditions CP 00 90 07 88
- Florida Changes CP 01 25 02 12
- Exclusion – Asbestos ECP 10 508 06 06
- Deletion of Liberalization Condition ECP 12 502 05 06
- Amendment – Other Insurance Condition (Permits Insurance Specifically Written Excess of This Insurance) ESP 12 501 10 10
- Deletion Of Liberalization Condition ECP 12 502 05 06
- Definition of Occurrence ECP 99 501 05 06
- Company Signature Page EIL 00 502 03 07
- Common Policy Conditions EIL 00 503 07 02
- Minimum Earned Premium - Coastal Properties EIL 00 591 09 12
- Pollution Changes EIL 01 50 07 08
- Florida Changes - Legal Action Against US IL 01 75 09 07
- Florida Changes – Cancellation and Nonrenewal EIL 02 529 04 11
- Exclusion of Certain Computer Related Losses IL 09 35 07 02
- Exclusion of Certified Acts of Terrorism IL 09 53 01 08

James River Insurance Company:

- (XP0002US - 0403) Commercial Property Policy Declarations
- (XP0005US - 0403) Schedule A-Excess Property
- (XP0050US - 0208) Common Policy Conditions (Property)
- (XP0052US - 0907) Conflicting Provisions Clause
- (SP2108US-0707) Minimum Earned Premium Endorsement
- (SP2303B – 1209) Occurrence Limit of Liability Endorsement – Blanket
- (AP5038US – 1009) Flood Exclusion
- (PP2000US - 0504) Boiler & Machinery Exclusion
- (SP2301US - 1110) Electronic Data Clause

- (SP2304US - 0403) Property Pollution Exclusion
- (XP0200US – 0403) Earthquake Exclusion
- (XP0400US _ 0403) Named Storm Exclusion
- (XP2302US - 1108) Fungus Mold and Organic Pathogen Exclusion
- (XP2308US - 0403) Increased Cost of Construction and Demolition Exclusion
- (XP5005US – 0115) Exclusion – Terrorism
- (XP5006US – 0115) Exclusion of Certified Acts of Terrorism
- (AP0100US - 0403) Privacy Policy

Landmark American Insurance Company:

- Minimum Earned Premium (Insureds with Coastal Property) RSG 94095 0512
- Exclusion And Limited Additional Coverage - Electronic Data - RSG 94030 1003
- Exclusion And Limited Additional Coverage For Fungus - RSG 96004 0210
- Exclusion of Pathogenic or Poisonous Biological or Chemical Material - RSG 96014 0504
- Exclusion Of Terrorism - RSG 96005 00315

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY ADDENDUM #5

EVACUATION RESPONSE

This endorsement modifies insurance provided by the policy:

NOTICE: THE SUBLIMITS OF INSURANCE PROVIDED HEREIN ARE SUBJECT TO AND INCLUDED WITHIN POLICY LIMIT OF LIABILITY.

ADDITIONAL DECLARATIONS

SUBLIMITS OF INSURANCE

Disaster Sublimit of Liability:	\$1,000,000 Annual Aggregate
Evacuation Expense Sublimits:	
No Physical Loss or Damage Sublimit:	\$1,000,000 per scheduled location
Physical Loss or Damage Sublimit:	
Maximum Sublimit:	\$1,000,000 per scheduled location
Minimum Sublimit:	\$1,000,000 per scheduled location
DEDUCTIBLE:	\$75,000 per Mandatory Evacuation Order
ADDITIONAL PREMIUM:	INCLUDED

DESIGNATED PERSONS:

- Students who are residents of a university or college scheduled location.
- Patients who are admitted as inpatients and who are overnight residents at a scheduled location.
- Prisoners who are confined to a scheduled location.

SCHEDULE OF LOCATIONS: On file with Company(ies)

Subject to the terms and conditions of the policy, the terms of the above Additional Declarations (including the Sublimits of Insurance and Deductible), the attached Schedule of Locations, in consideration of the additional premium shown above, this policy is hereby extended to reimburse **Evacuation Expenses**, but only in accordance with the terms and conditions set forth in this endorsement:

I. INSURING AGREEMENTS

The Company will reimburse the Named Insured for reasonable and necessary **Evacuation Expenses** incurred during the **Evacuation Period** as a result of compliance with a **Mandatory Evacuation Order** which requires the evacuation of a scheduled location to which this insurance applies.

II. DEDUCTIBLE

All **Evacuation Expenses** arising out of one **Mandatory Evacuation Order** shall be adjusted as one loss, and from the amount of each such adjusted loss shall be deducted the sum shown in the above Additional Declarations.

III. SUBLIMITS OF INSURANCE

A. Subject to the Policy Limit of Liability per **Occurrence**, the Disaster Sublimit of Liability as shown in the above Additional Declarations is the most the Company will reimburse the Named Insured for all **Evacuation Expenses** under this policy in accordance with the terms and conditions of this endorsement.

B. Evacuation Expense Sublimits

1. Subject to Policy Limit of Liability per **Occurrence** or the Disaster Sublimit of Liability described above, whichever is less, the No Physical Loss or Damage Sublimit shown in the above Additional Declarations is the most the Company will reimburse the Named Insured for all **Evacuation Expenses** incurred per scheduled location if such scheduled location does not incur direct physical loss or damage.

2. Subject to Policy Limit of Liability per **Occurrence** or the Disaster Sublimit of Liability described above, whichever is less, the Physical Loss or Damage Sublimit is the most the Company will reimburse the Named Insured for all **Evacuation Expenses** incurred per scheduled location if such scheduled location incurs direct physical loss or damage. The Physical Loss or Damage Sublimit is either the Maximum Sublimit shown in the above Additional Declarations or 25% of the direct physical loss or damage sustained to the scheduled location, whichever is less, but in no event will the Physical Loss or Damage Sublimit be less than the Minimum Sublimit shown in the above Additional Declarations.

IV. ADDITIONAL DEFINITIONS

The definitions of the policy apply to this endorsement. However, the following additional definitions supersede any similar definitions in the policy, but only with respect to the application of this endorsement.

A. Designated Persons means those individuals as indicated by a check mark in the above Additional Declarations and those individuals who are essential employees to implement the **Mandatory Evacuation Order**.

B. Evacuation Expenses means the reasonable and necessary expenses to transport, house, feed, and provide medical care to **Designated Persons** and which are incurred during the **Evacuation Period**. **Evacuation Expenses** include evacuation of **Designated Persons**, maintenance of **Designated Persons** in another location, and the return of **Designated Persons** to the scheduled location or, if the scheduled location is not habitable, to a suitable alternative location, provided that, such **Evacuation Expenses** are incurred during the **Evacuation Period**.

C. Evacuation Period means that period of time that:

1. Begins immediately after the **Mandatory Evacuation Order** is first broadcast; and
2. Ends on the earlier of:
 - i. Thirty (30) days after the **Mandatory Evacuation Order** is first broadcast; or
 - ii. Ninety-six (96) hours after, the earlier of:
 - a. the time and date that a public announcement ending the **Mandatory Evacuation Order** is broadcast, or
 - b. the time and date when the appropriate civil authority allows a return to the scheduled location.

D. Mandatory Evacuation Order means the first public broadcast of a compulsory evacuation made by the responsible civil authority that is specific as to the effective date, time and area affected and which arises out of a peril for which coverage would have been provided if such peril had caused loss or damage to a scheduled location. The **Mandatory Evacuation Order** must commence during the policy period. Recommended, advisory, precautionary, or voluntary evacuation is not included in the definition of **Mandatory Evacuation Order**.

E. Occurrence means a **Single Event** which gives rise to one or more **Mandatory Evacuation Orders**. For the purposes of this definition, a **Single Event** means, e.g., one hurricane, one tropical storm, one earthquake (as further described in the policy), one flood (as further described in the policy), or any other **Single Event** regardless of the number of perils involved in such **Single Event**.

V. EXCLUSIONS

This insurance does not apply to and the Company will not reimburse any **Evacuation Expenses**:

A. Arising out of any claim that the Named Insured or any employee responsible for reporting such claim knew or should have known was false or fraudulent,

B. Arising out of any monetary loss other than those expenses specifically defined as **Evacuation Expenses**, and

C. Arising out of a peril for which coverage is not provided under this policy or for which an exclusion applies to such peril.

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