

Contract Endorsement

Unique Market Reference: B0180PJ2000047
Endorsement Reference: 001
Insured: California Joint Powers Risk Management Authority

CONTRACT CHANGES

It is understood and agreed hereon that with effect from inception the **SCHEDULE OF DEDUCTIBLES (FOR 100%)** is deleted in its entirety and replaced with the following:

SCHEDULE OF DEDUCTIBLES (FOR 100%)
APPLICABLE SEPARATELY TO EACH INDIVIDUAL NAMED INSURED(S)

The Deductible amounts set forth below apply separately per individual Named Insured(s) per occurrence (for 100%), unless indicated otherwise.

Item	Deductible Amount	Coverage Description
i.	USD 250,000	Per Occurrence except:
ii.	USD 500,000	In respect of Wildfire
iii.	USD 1,000,000	All Flood
iv.	Not Covered	Earthquake Shock occurring in the States of California, Washington and Alaska – Per Unit of Insurance Per Occurrence separately as respects Real Property, Personal Property, Property in the Open and Time Element
v.	USD 500,000	Unscheduled Tunnels, Bridges, Dams, Catwalks (except those not for public use), Roadways, Highways, Streets, Sidewalks, Culverts, Street Lights and Traffic Signals, unless specific values for such items have been reported as part of the Named Insured(s) schedule of values held on file with Alliant Insurance Services, Inc. (excluding coverage for the peril of Earthquake Shock and excluding Federal Emergency Management Agency (F.E.M.A.) and/or Any State Office of Emergency Services (O.E.S.) declared disasters)
vi.	2.5%	Tax Interruption (Percentage of Annual Tax Value per Location)
vii.	24 Hours Waiting Period	Service Interruption as respects All Perils and Coverages

AGREEMENT

GENERAL UNDERWRITERS AGREEMENT (GUA)		
Each Underwriter's proportion is several not joint		
Slip Leader Only	Slip Leader and Agreement Parties	All Underwriters
Box 1	Box 2	Box 3

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Note: Where more than one insurer participates in the contract, the contract terms may mean that it is not always necessary to obtain a record of agreement to the Contract Endorsement from all of those insurers.

Contract Endorsement

It is further understood and agreed hereon that with effect from inception the **HOURS CLAUSE** is deleted in its entirety and replaced with the following:

Hours Clause

Occurrence Definition in respect of Wildfire(s) as defined:-

As regards wildfires, firestorms, brush fires and any other fires or series of fires, irrespective of origin, which spread through trees, grassland or other vegetation (hereinafter "fire(s)"), all individual losses sustained by the Insured arising out of and directly occasioned by fire(s) which occur during any period of 72 consecutive hours within a 50 mile radius of any one fixed point selected by the Insured, such fixed point must be the location of an individual fire loss covered hereunder. All such losses shall be included in the Company's "Loss Occurrence".

The Insured may choose the date and time when any such period of consecutive hours commences and if any event is of greater duration than the above period, the Insured may divide that event into two or more Occurrences provided no two periods overlap and provided no period commences earlier than the date and time of the happening of the first recorded individual loss to the Insured in that event during the Period of Insurance.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

London Dated: 26 June 2020

AGREEMENT

GENERAL UNDERWRITERS AGREEMENT (GUA)		
Each Underwriter's proportion is several not joint		
Slip Leader Only	Slip Leader and Agreement Parties	All Underwriters
Box 1	Box 2	Box 3

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Note: Where more than one insurer participates in the contract, the contract terms may mean that it is not always necessary to obtain a record of agreement to the Contract Endorsement from all of those insurers.

SECURITY DETAILS

Endorsement Version Date	26 Jun 2020 16:09
Endorsement Status	Completed
UMR	B0180PJ2000047
Broker Endorsement Reference	001
Endorsement Name	Tidy Up Endorsement
(Re)Insured	California Joint Powers Risk Management Authority
Agreement Practice	GUA A
Agreement Instructions	Endorsement agreement parties only

CONFIRMATION OF AGREEMENT BY REQUIRED AGREEMENT PARTIES:

Leader

Agreed 26 Jun 2020 16:33

Underwriter Company	Underwriter	Stamp	Underwriter Ref
Canopus Managing Agents Limited	Ellie Broome	Lloyd's Underwriter Syndicate No. CNP 4444 65% / CNP 1861 35%, London, England	B50734EAA

Unique Market Reference: B0180PJ2000047

Perils Insured: **ALL RISKS OF DIRECT PHYSICAL LOSS OR DAMAGE but EXCLUDING EARTHQUAKE SHOCK** as detailed in the Policy Wording being the PEPiP USA Form No. 16.

Name of Insured: California Joint Powers Risk Management Authority and its affiliated, subsidiary, and associated companies and/or corporations and the Insured's interest in partnerships and joint ventures as now exists or may hereafter be constituted or acquired and any party or interest which the Insured is responsible to insure, as detailed in the Policy Wording.

Address of Insured: 3201 Doolan Road
Suite 285
LIVERMORE
94551
California
United States of America.

Period of Insurance: From: 01 July 2020
To: 01 July 2021
both days at 12.01 a.m. Standard Time at the location of the property insured.

Interest: REAL AND PERSONAL PROPERTY owned, used or acquired or leased including Improvements and Betterments, Property of Others in the Care, Custody or Control of the Insured or for which the Insured is legally responsible to insure, Property of the Insured in the Care, Custody or Control of others, Property in the incidental Course of Construction, Personal Property of the Insured's Officers, Employees and Representatives, Vehicles, property whilst in Transit, property whilst at Exhibitions, Expositions, Fairs or Trade Shows, Accounts Receivable, Valuable Papers and Records, Electronic Data Processing Equipment and Media (including full costs of reproduction), Contractors / Subcontractors and Vendors Interest, Stock, Expediting Expenses, Fine Arts, Land Improvements, BUSINESS INTERRUPTION (including Ordinary Payroll, Contingent and Interdependency), Extra Expense (including Contingent and Interdependency), Rental Value / Income, Leasehold Interest, Royalties, Research and Development Costs, as detailed in the Policy Wording.

Policy Limit(s) of Liability: USD 25,000,000 per occurrence and in the annual aggregate separately in respect of the peril of Flood

Excess of Policy Deductibles being as set forth in the attached Schedule of Policy Deductibles For (100%)

Territory: The 50 states comprising the United States of America, its territories and possessions, and the District of Columbia, including whilst in due course of transit, as detailed in the Policy Wording.

Conditions: All terms and conditions as agreed by the Binding Underwriter being Canopus Syndicate 4444.

All terms to be firm and bindable for 1st July 2020 renewal, irrespective of any deterioration in loss record - subject firm order from AIS prior to inception.

The PEPiP USA Form No. 16 Master Policy Wording, include, but are not limited to, the following:

Seepage and/or Pollution and/or Contamination Exclusion; Debris Removal And Cost of Clean Up Extension; Authorities Exclusion.

LMA5400 Property Cyber And Data Endorsement, as attached

LMA5393 Communicable Disease Endorsement, as attached

LMA5218 U.S. Terrorism Risk Insurance Act of 2002 as amended New & Renewal Business Endorsement as attached. LMA5219 as attached to apply if no formal confirmation received from the Insured prior to inception.

LMA9104 Policyholder Disclosure Notice Of Terrorism Insurance Coverage – only to be included in Policy Wording if purchased.

Re(Insurers Liability Clause (LMA 3333), as attached.

90 Days Cancellation Clause.

Lines Clause (NMA 2419).

Microorganism Exclusion (MAP).

Application of Sublimits (LMA5130).

Terrorism Exclusion Endorsement (NMA2920)

LMA3100 Sanctions Clause

Vacancy Clause attached

Wildfire Hours Clause attached

Notices:	California Mandatory Disclosure Statement (LSW 1147D) to apply as respects all Named Insured(s) domiciled in California.
Express Warranties:	None, other than as may exist in the policy wording or attached clauses.
Conditions Precedent:	None, other than as may exist in the policy wording or attached clauses
Subjectivities:	None, other than as may exist in the policy wording or attached clauses.
Choice of Law and Jurisdiction:	<p>This contract shall be subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of the Service of Suit clause within this contract.</p> <p>Service of Suit (U.S.A.) as contained within Policy Wording, naming: FLWA Service Corp, c/o Foley and Lardner LLP, 555 California Street, Suite 1700, San Francisco, CA 94104-15206829</p>

Premium: USD3,750,000 (100%) annual.

Plus:

USD Not Covered (100%) annual, if required, in respect of Terrorism coverage, as provided under the Terrorism Risk Insurance Program Reauthorization Act 2007.

Up to 5% increase in values for Nil Additional Premium with regards to the final bind order values

Premium Payment Terms:

Premium Payment Condition- PPC5 (TOR) 4/86 (90 days), as attached.

Taxes Payable by Insured and Administered by Insurers:

None applicable.

Recording, Transmitting and Storing Information:

Where RKH Specialty maintains risk and claim data/information/documents RKH Specialty may hold data/information/documents electronically.

Insurer Contract Documentation:

This document details the contract terms entered into by the Insurer(s), and constitutes the contract document.

For contract changes the Contract Endorsement(s) signed by Insurer(s) shall form the evidence of changes agreed.

RKH Specialty are authorised by insurer(s) to provide the Insured with copies of all London market registered clauses applicable to this contract. .

SCHEDULE OF SUB-LIMITS OF LIABILITY (FOR 100%)
APPLICABLE SEPARATELY TO EACH INDIVIDUAL NAMED INSURED(S)

Item	Sub-Limit of Liability	Coverage Description
A1.	USD 100,000,000	Per Occurrence and in the Annual Aggregate as respects the peril of Flood (for those Named Insured(s) that purchase this optional dedicated coverage)
A2.	USD 25,000,000	Per Occurrence and in the Annual Aggregate Sublimit for Flood Zones A & V (inclusive of all 100 year exposures), and does not increase the specific flood limit of liability
B.	USD Not Covered	Per Occurrence and in the Annual Aggregate as respects the peril of Earthquake Shock (for those Named Insured(s) that purchase this optional dedicated coverage)
C.	USD 100,000,000	Combined Business Interruption, Rental Income, and Tax Interruption, Tuition Income (and related fees) – except USD500,000 per Member / Entity, subject to maximum of USD2,500,000 Per Occurrence if specific values for such coverage have not been reported as part of the Named Insured(s) schedule of values held on file with Alliant Insurance Services, Inc.
D.	USD 50,000,000	Extra Expense
E.	USD 25,000,000	Miscellaneous Unnamed Locations (as more fully defined in the PEPiP USA Form No.16)
F.	See policy provision	Automatic Acquisitions
G.	USD 1,000,000	Unscheduled Landscaping, Tees, Sand Traps, Greens and Athletic Fields if specific values for such items have not been reported as part of the Named Insured(s) schedule of values held on file with Alliant Insurance Services, Inc. Further sublimited to 25 gallons per item, but not to exceed USD25,000 per item.
H.	The greater of USD 5,000,000 Or 110% of the scheduled values	Scheduled Landscaping, Tees, Sand Traps, Greens and Athletic Fields if specific values for such items have been reported as part of the Insured(s) schedule of values held on file with Alliant Insurance Services, Inc. Further sublimited to 25 gallons per item, but not to exceed USD25,000 per item.
I.	USD 50,000,000	Errors & Omissions
J.	USD 100,000,000	Course of Construction and Additions (including new, for Projects with Project Values not exceeding USD100,000,000)
K.	USD 2,500,000	Money and Securities as respects the peril(s) of Fire, Wind, Hail, Explosion, Smoke, Lightning, Riot, Civil Commotion, Impact by Aircraft or Objects falling there from, Impact by Vehicles, Water Damage and Theft (other than by an employee(s) of the Named Insured(s))
L.	USD 2,500,000	Unscheduled Fine Arts (as more fully defined in the PEPiP USA Form No.16)
M.	USD 250,000 except Named Insured(s) attaching under Declaration Numbers 15, 16, 17, 31, 35, 36, 37 & 38 which USD25,000	Per Occurrence and in the Annual Aggregate as respects Accidental Contamination, including Owned Land, Land Values and Water owned by the Named Insured(s), subject to USD500,000 in the Annual Aggregate in respect of all Named Insured(s) of this Declaration combined. No Annual Aggregate to apply as respects Named Insured(s) attaching under Declaration Numbers 15, 16, 17, 31, 35, 36, 37 & 38

SCHEDULE OF SUB-LIMITS OF LIABILITY (FOR 100%)
APPLICABLE SEPARATELY TO EACH INDIVIDUAL NAMED INSURED(S)

(CONTINUED)

Item	Sub-Limit of Liability	Coverage Description
N.	USD 2,000,000	Unscheduled Tunnels, Bridges, Dams, Catwalks (except those not for public use), Roadways, Highways, Streets, Sidewalks, Culverts, Street Lights and Traffic Signals, unless specific values for such items have been reported as part of the Named Insured(s) schedule of values held on file in the offices of Alliant Insurance Services, Inc. (excluding coverage for the peril of Earthquake Shock and excluding Federal Emergency Management Agency (F.E.M.A.) and/or any state Office of Emergency Services (O.E.S.) declared disasters, providing said declaration provides funding for repairs)
O.	USD 25,000,000	Increased Cost of Construction due to the enforcement of building codes / ordinance or law, including Boiler and Machinery Breakdown
P.	USD 25,000,000	Transit
Q.	USD 2,500,000	Unscheduled Animals, subject to maximum of USD50,000 Per Animal, Per Occurrence
R.	USD 2,500,000	Unscheduled Watercraft; up to 27 feet
S.	USD 25,000,000	Off Premises Services Interruption including Extra Expense resulting from a covered peril at non-owned / operated location(s)
T.	USD 3,000,000	Separately as respects Contingent Business Interruption, Contingent Rental Value, and Contingent Extra Expense
U.	USD5,000,000 per occurrence per member subject to an Annual Aggregate of USD10,000,000 per declaration.	as respects the peril of Earthquake Shock for Licensed Vehicles, Unlicensed Vehicles, Contractors Equipment and Fine Arts combined, for all Named Insured(s) of this Declaration combined that do not purchase optional dedicated Earthquake Shock coverage, and/or where specific values for such items are not covered for optional dedicated Earthquake Shock coverage as part of the Named Insured(s) schedule of values held on file with Alliant Insurance Services, Inc.
V.	USD5,000,000 per occurrence per member subject to an Annual Aggregate of USD10,000,000 per declaration.	as respects the peril of Flood for Licensed Vehicles, Unlicensed Vehicles, Contractors Equipment and Fine Arts combined, for all Named Insured(s) of this Declaration combined that do not purchase optional dedicated Flood coverage, and/or where specific values for such items are not covered for optional dedicated Flood coverage as part of the Named Insured(s) schedule of values held on file with Alliant Insurance Services, Inc.
W.	USD 1,000,000	Claim Preparation Expenses
X.	USD 50,000,000	Expediting Expenses
Y.	USD 500,000	Separately as respects Furs, Jewellery, Precious Metals and Precious Stones
Z.	USD 5,000,000	Business Interruption for Power Generation Facilities which is understood to be part of and not additional to Item C. above

**SCHEDULE OF SUB-LIMITS OF LIABILITY (FOR 100%)
APPLICABLE SEPARATELY TO EACH INDIVIDUAL NAMED INSURED(S)**

(CONTINUED)

Item	Sub-Limit of Liability	Coverage Description
AA.	USD 1,000,000	Personal Property Outside the U.S.A.
AB.	USD 100,000,000	Boiler Explosion and Machinery Breakdown (for those Named Insured(s) that purchase this optional dedicated coverage), as respects combined Property Damage and Business Interruption and Extra Expense (including Revenue Bond Interest Payments for locations where specific income values have been reported as part of the Named Insured(s) schedule of values held on file with Alliant Insurance Services, Inc.) – including Loss Adjustment Agreement, and Electronic Computer or Electronic Data Processing Equipment subject to the following:
	USD 10,000,000	Hazardous Substance
	USD 10,000,000	Media Coverage
	USD Included	Consequential Damage
	USD 10,000,000	Utility Interruption
	USD 25,000,000	Ordinance or Law
	USD 25,000,000	Demolition and Increased Cost of Construction
		Earthquake Shock Resultant Damage coverage only applies for Member(s) Entity(ies) of this Declaration that purchase optional dedicated Earthquake Shock Coverage (Difference In Conditions) and only for those locations covered for the peril of Earthquake Shock:
	USD 2,000,000	Earthquake Shock Resultant Damage, Per Occurrence
	USD 2,000,000	Earthquake Shock Resultant Damage, Per Member / Entity
	USD 2,000,000	Earthquake Shock Resultant Damage, in the Annual Aggregate
AC.	180 days	Extended Period of Indemnity for all Declarations
AD.	On a Per Occurrence basis.	
	Upgrade to Green	
	The lessor of:	
	a) The cost to Upgrade	
	b) An additional 25% of the applicable limit of liability shown in the schedule of values.	
	c) USD 5,000,000	
	all as more fully defined in the Primary Policy Wording, PEPiP USA Form No.16 Master Policy Wording.	
AE.	Ingress / Egress	USD100,000,000 / 10 miles / 4 weeks as per policy wording
AF.	Interruption by Civil and/or Military Authority	USD100,000,000 / 10 miles / 4 weeks as per policy wording

SCHEDULE OF DEDUCTIBLES (FOR 100%)
APPLICABLE SEPARATELY TO EACH INDIVIDUAL NAMED INSURED(S)

The Deductible amounts set forth below apply separately per individual Named Insured(s) per occurrence (for 100%), unless indicated otherwise.

Item	Deductible Amount	Coverage Description
i.	USD 250,000	Per Occurrence except:
ii.	USD 500,000	In respect of Wildfire
iii.	USD 1,000,000	All Flood Zones
iv.	Not Covered	Earthquake Shock occurring in the States of California, Washington and Alaska – Per Unit of Insurance Per Occurrence separately as respects Real Property, Personal Property, Property in the Open and Time Element
v.	USD 500,000	Unscheduled Tunnels, Bridges, Dams, Catwalks (except those not for public use), Roadways, Highways, Streets, Sidewalks, Culverts, Street Lights and Traffic Signals, unless specific values for such items have been reported as part of the Named Insured(s) schedule of values held on file with Alliant Insurance Services, Inc. (excluding coverage for the peril of Earthquake Shock and excluding Federal Emergency Management Agency (F.E.M.A.) and/or Any State Office of Emergency Services (O.E.S.) declared disasters)
vi.	2.5%	Tax Interruption (Percentage of Annual Tax Value per Location)
vii.	24 Hours Waiting Period	Service Interruption as respects All Perils and Coverages

PROPERTY CYBER AND DATA ENDORSEMENT

- 1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
 - 1.1 Cyber Loss, unless subject to the provisions of paragraph 2;
 - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph 3;
regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2 Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.
- 3 Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.
- 4 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 5 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

Definitions

- 6 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- 7 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- 8 Cyber Incident means:
 - 8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- 9 Computer System means:

9.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,

owned or operated by the Insured or any other party.

- 10 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
- 11 Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.

LMA5400

11 November 2019

COMMUNICABLE DISEASE ENDORSEMENT

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - 2.1. for a Communicable Disease, or
 - 2.2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

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

LMA5393
25 March 2020

PREMIUM PAYMENT CONDITION (TOR) 4/86 DIRECT

It is a condition of this contract of insurance that the premium due at inception must be paid to and received by Insurers on or before midnight on 29th September 2020.

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

INFORMATION

As per RKH Specialty Underwriting Submission dated April 2020 which seen, noted, understood and agreed by Underwriters hereon.

TOTAL INSURED VALUE: USD10,350,904,889

LOSS HISTORY*:

		<u>Gross</u>	<u>Net</u>
2010/2011	USD	-	USD -
2011/2012	USD	-	USD -
2012/2013	USD	-	USD -
2013/2014	USD	-	USD -
2014/2015	USD	-	USD -
2015/2016	USD	-	USD -
2016/2017	USD	-	USD -
2017/2018	USD	16,525,000	USD15,525,000
2018/2019	USD	1,500,000	USD500,000
2019/2020	USD	1,400,000	USD1,150,000

* As If losses as at 3rd April 2020

Vacancy Clause

EXCLUSION OF CERTAIN VACANT STRUCTURES/BUILDINGS

Definition: The term *vacant* is defined as an entire abandonment, deprived of contents, empty, that is, without contents of substantial utility. The term *unoccupied* means lacking the habitual presence of human beings, and not used by the building owner or tenant to conduct customary operations.

Definition: The fair market value is the price at which the property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of relevant facts.

Any member that has a structure/building covered by this property program must notify CJPRMA if it is or becomes a *vacant* or *unoccupied* structure/building, within 60 days of the structure/building becoming *vacant* or *unoccupied*, or 60 days from the effective date of this Addendum, whichever occurs later. Once a structure/building has been *vacant* or *unoccupied* for a period of 90 days, regardless of whether it is reported as such, the structure will be considered *vacant/unoccupied* for the purpose of this addendum. All such *vacant* or *unoccupied* structures sustaining any loss covered within this MOC will be subject to the following limits of coverage:

1. There will be no rental interruption or loss of use coverage for any such structure/building. There will be no coverage for vandalism, building glass breakage, or water damage. All vacant/unoccupied structures sustaining loss will not be eligible to receive reimbursement at replacement cost. Settlement is strictly *fair market value* or the stated insurable value whichever is less. In no event shall the total payment on any claim involving a vacant/unoccupied structure exceed the current reported value.
2. Failure to report the vacant/unoccupied status of the structure/building to CJPRMA within 60 days from the structure/building becoming vacant or unoccupied will result in a reduction in coverage for reimbursement of demolition costs to no more than 50% of the total cost of demolition.
3. Once a structure/property has been reported to CJPRMA as vacant/unoccupied, the member will supply CJPRMA with an updated value of the structure recognizing the structure as vacant/unoccupied and submit the value based upon *fair market value*.
4. Failure to report the vacant/unoccupied status of the structure /building to CJPRMA within 60 days from the structure/building becoming vacant or unoccupied will result in a reduction in coverage to *fair market value* minus 50%

A Member may eliminate the limitations to sections 2 and 4 above by subsequently reporting the vacant/unoccupied status to CJPRMA in writing a minimum of 60 days prior to a loss.

As used herein, "vacant" and "unoccupied" does not include buildings or structures under construction, including substantial continuing activities of renovation. If a vacant/unoccupied building becomes no longer vacant or unoccupied, the member shall promptly report the change in status with updated valuation, and the limitations set forth above shall cease to apply to losses occurring after CJPRMA receipt of the Member's written report of change in status and updated valuation.

The limitations in this addendum will not apply to mortgagors that are required by contract to be loss payees.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

Hours Clause

Occurrence Definition in respect of Wildfire(s) as defined:-

As regards wildfires, firestorms, brush fires and any other fires or series of fires, irrespective of origin, which spread through trees, grassland or other vegetation (hereinafter "fire(s)"), all individual losses sustained by the Insured arising out of and directly occasioned by fire(s) which occur during any period of 120 consecutive hours within a 150 mile radius of any one fixed point selected by the Insured, such fixed point must be the location of an individual fire loss covered hereunder. All such losses shall be included in the Company's "Loss Occurrence".

The Insured may choose the date and time when any such period of consecutive hours commences and if any event is of greater duration than the above period, the Insured may divide that event into two or more Occurrences provided no two periods overlap and provided no period commences earlier than the date and time of the happening of the first recorded individual loss to the Insured in that event during the Period of Insurance.

Insurer's Liability:**LMA 3333****(RE)INSURERS LIABILITY CLAUSE****(Re)insurer's liability several not joint**

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

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

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

Proportion of liability

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

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

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

Order Hereon:

33.000 % of 100.000%

Basis of Written Lines: Percentage of whole.
Lines Clause NMA2419.

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

However:

- a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;
- b) the Insured may elect for the disproportionate signing of (re)insurers lines, without further specific agreement of (re)insurers, providing that any such variation is made prior to the commencement date of the period of insurance, and that lines written "to stand" may not be varied without the documented agreement of those (re)insurers.
- c) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the insured and all (re)insurers whose lines are to be varied. The variation to the contracts will take effect only when all such (re)insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.

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

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

Line Conditions: None.

FISCAL AND REGULATORY SECTION

Tax Payable by Insurer(s): None applicable.

Country of Origin: United States of America.

Overseas Broker: AmWINS Insurance Brokerage of California, LLC
21550 Oxnard Street
Suite 1100
Woodland Hills
91367
California
United States of America

Surplus Lines Broker: AmWINS Insurance Brokerage of California, LLC
21550 Oxnard Street
Suite 1100
Woodland Hills
91367
California
United States of America

License # OC01319

State of Filing: California

US Classification: US Surplus Lines

Allocation of Premium to Coding: P2 100%

Regulatory Client Classification: Large Risk

SUBSCRIPTION AGREEMENT SECTION

Slip Leader: Canopius Syndicate 4444

Basis of Agreement to Contract Changes: GUA (October 2001) with Non Marine Schedule (October 2001).

Other Agreement Parties for Contract Changes, for Part 2 GUA Changes Only: Part 2 changes may be agreed by Slip Leader only.

Any amendments extending "beyond 5 days" the settlement due dates shown in any Premium Payment Warranty, Premium Payment Condition, or LSW 3000 (as applicable to this contract) to be agreed by Slip Leader only, if required. All Insurers hereon will receive electronic transmission from RKH Specialty.

When required to do so by the Slip Leader only, RKH Specialty will provide details of agreed endorsements to following Insurers. If required, electronic transmission may be used by RKH Specialty for providing details of agreed endorsements, contractual changes or information to following Insurers as necessary.

Amendments to final going-in values and premium to be agreed by the Slip Leader if required.

Agreement Parties for Contract Changes, for Their Proportion Only: None.

Basis of Claims Agreement: Claims to be managed in accordance with

- i) The Lloyd's Claims Scheme (Combined), or as amended or any successor thereto.
- ii) IUA claims agreement practices.
- iii) The practices of any company(ies) electing to agree claims in respect of their own participation.

Claims Agreement Parties:

- i) For Lloyd's syndicates
The leading Lloyd's syndicate and, where required by the applicable Lloyd's Claims Scheme, the second Lloyd's syndicate and/or the Scheme Service Provider.

The second Lloyd's Syndicate is: Kiln Syndicate 510, if this is not completed, and there is Lloyd's participation of more than one Lloyd's syndicate, then the 2nd Lloyd's Syndicate which appears on the Security Details section shall be 'the second Lloyd's Syndicate'.

- ii) For IUA Companies
Those companies acting in accordance with the IUA claims agreement practices, excepting those that may have opted out via iii) below.
- iii) Those companies that have specifically elected to agree claims in respect of their own participation. *None, unless completed here.*

**Claims Agreement
Parties (Continued):**iv) For Non Bureau Companies

All other subscribing insurers that are not party to the Lloyd's/IUA claims agreement practices, each in respect of their own participation.

Claims Administration:

RKH Specialty and insurers agree that any claims hereunder (including any claims related costs/fees) will be notified and administered via ECF with any payment(s) processed via CLASS.

**Rules and Extent of
Any Other Delegated
Claims Authority:**

None.

**Expert(s) Fees
Collection:**

RKH Specialty to collect fees.

Settlement Due Date:

29th September 2020

Bureau Arrangements:

Xchanging Ins-sure Services are authorised to sign premium from individual cedants / territories separately as and when received by RKH Specialty.

Premium payment requirements deemed met by presentation of premium / accounts to Ins-sure or Underwriters hereon as applicable on or before the Settlement Due Date(s) which deemed to be in compliance with Settlement Due Date(s) and will therefore not be recorded as a late signing or payment.

Where a Premium Payment Condition or Premium Payment Warranty requires payment by a date which is later than the Settlement Due Date, the Settlement Due Date is deemed to have been amended and shall be the same as the Premium Payment Condition or Premium Payment Warranty due date.

If Settlement Due Date (SDD) or any Premium Payment Warranty (PPW) or Premium Payment Condition (PPC) due date falls on a weekend or public holiday, presentation to Xchanging Ins-sure Services or Underwriters hereon as applicable on the next working day will be deemed in compliance with SDD, PPW or PPC.

**Non-Bureau
Arrangements:**

None.

BROKER REMUNERATION & DEDUCTIONS SECTION

Fee Payable by Client?: No

Total Brokerage: 20.00% (or net equivalent downwards).

Other Deductions from Premium: None.

SECURITY DETAILS

REFERENCES

UMR (Unique Market Reference): B0180PJ2000047
Date contract printed to PDF: 08:39 25 June 2020

SIGNED UNDERWRITERS

Axis Insurance

Theo Kaltsas

Written Line	5.5%	Signed Line	5.5%
Agreed on	18:04 24 June 2020		

For and on behalf of:

Axis Specialty Europe SE, LIRMA A9505,
London, England

Written Line	Signed Line
5.5%	5.5%

Bound

<i>XIS Code:</i>	A9505
<i>Reference:</i>	3361710120UP
<i>Description:</i>	JM-TK

Tokio Marine Kiln

Joshua Brett

Written Line	15.00%	Signed Line	15.00%
Agreed on	13:00 18 June 2020		

For and on behalf of:

Lloyd's Underwriter Syndicate No. 0510 KLN,
London, England

Written Line	Signed Line
7.5%	7.5%

Bound

<i>Lloyd's Stamp:</i>	0510
<i>Reference:</i>	PFB616J20AA
<i>Description:</i>	

Lloyd's Underwriter Syndicate No. 1880 TMKS, London, England	7.5%	7.5%
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Bound

<i>Lloyd's Stamp:</i>	1880
<i>LORS Code:</i>	L1880
<i>Reference:</i>	PFE345V20ZA
<i>Description:</i>	

Sompo International

Rupert Cousins

Written Line	5.00%	Signed Line	5.00%
Agreed on	16:57 18 June 2020		
For and on behalf of:		Written Line	Signed Line
Lloyd's Underwriter Syndicate No. 5151 ENH, London, England		5.00%	5.00%
Bound			
	<i>Lloyd's Stamp:</i>	5151	
	<i>LORS Code:</i>	L5151	
	<i>Reference:</i>	LPR301442301	
	<i>Description:</i>		

Canopus Managing Agents Limited

Ellie Broome

Written Line	7.5%	Signed Line	7.5%
Agreed on	08:39 25 June 2020		
For and on behalf of:		Written Line	Signed Line
Lloyd's Underwriter Syndicate No. 4444 CNP, London, England		7.5%	7.5%
Bound as Slip Leader, Lloyd's Leader			
	<i>Lloyd's Stamp:</i>	4444	
	<i>LORS Code:</i>	L4444	
	<i>Reference:</i>	B50734EAA	
	<i>Description:</i>	On behalf of DH	
	<i>Risk Code(s):</i>	P2	

Subjectivities

As discussed, the below points are to be amended per expiry
 The 'all' in 'all flood zones' was removed last year (page 8)
 Hours clause was amended last year to 72 consecutive hours within 50 mile radius (page 15)

Deadline	N/A	Status	Subjectivity has been satisfied
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SETTLEMENT INFORMATION

Allocation of Premium to Coding

P2 at 100.00%

Allocation of Premium to Year of Account

2020

Terms of Settlement

Settlement Due Date: 29 September 2020

Instalment Premium Period of Credit: 0 day(s)

Adjustment Premium Period of Credit: 0 day(s)

Lloyd's Underwriter Syndicate No. 4444 CNP, London, England

Bureau Leader and Lloyd's Leader

Ellie Broome
