



CLAIM REPORTING PROCEDURES

All liability and property claims for the **NSM's Coastal Condominium Program** regardless of severity or location should be reported to the YORK Claims Intake Center. The YORK Claims Intake Center is ready to accept new losses and provides different options for you to submit new loss reports:

Phone: 877-371-9774

Fax: 800-393-8104

Email: 1305LXCC@YORKRSG.COM

**Mail: York Risk Services Group, Inc
Attn. OSC
P.O. Box 183188
Columbus, OH 43218-3188**

To expedite the handling of your new claim, the following information must be provided when reporting a claim:

- 1. York Client Code: 1305**
- 2. Named Insured: _____**
- 3. Policy Number: _____**

The York Claims Intake Center will review all claims notices upon receipt and assign to the York handling branch office. A claim acknowledgement will then be transmitted to the designated individuals advising of the York claim number and the adjuster assigned to the claim.

Key Contacts:

OSC Contact: Jacob A. Banker, Assistant Vice President
Email: Jacob.Banker@Yorkrsg.com
Contact #: (916) 580-2453

York Contact: Dena Noerr, AVP Client Services
Email: dena.noerr@Yorkrsg.com
Contact #: (609)948-5816

POLICYHOLDER NOTICE

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at www.aig.com/producer-compensation or by calling 1-800-706-3102.

UMBRELLA POLICY

UNDERLYING INSURANCE

NAME AND ADDRESS OF PRODUCER NSM Insurance Group 555 North Lane, Suite 6060 Conshohocken, PA 19428 00000 0000	INSURANCE COMPANY Lexington Insurance Company (a capital stock company) 99 High Street Boston MA 02110
ITEM 1 NAME AND MAILING ADDRESS OF INSURED MARKET'S GATE INC C/O PENCO MANAGEMENT CO LLC 654 COLEMAN BLVD, SUITE 101 MOUNT PLEASANT SC 29464	POLICY NUMBER 41-UD -012856283-7/000 RENEWAL OF 41-UD-012856283-6 ITEM 2 POLICY PERIOD FROM: 12-31-17 TO: 12-31-18 At 12:01 A.M. Standard Time at the mailing address shown.

SCHEDULE OF UNDERLYING INSURANCE

<u>TYPE OF POLICY OR COVERAGE</u>	<u>INSURER POLICY NO. AND POLICY PERIOD</u>	<u>LIMITS</u>
COMMERCIAL GENERAL LIABILITY	LEXINGTON INSURANCE 41-LX-015849264-9 12/31/17 to 12/31/18	\$ 1,000,000 EACH OCCURRENCE \$ 2,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE \$ 2,000,000 GENERAL AGGREGATE ____ PER LOCATION ____ PER PROJECT

UMBRELLA POLICY

ENDORSEMENT SCHEDULE

NAME AND ADDRESS OF PRODUCER NSM Insurance Group 555 North Lane, Suite 6060 Conshohocken, PA 19428 00000 0000	INSURANCE COMPANY Lexington Insurance Company (a capital stock company) 99 High Street Boston MA 02110
ITEM 1 NAME AND MAILING ADDRESS OF INSURED MARKET'S GATE INC C/O PENCO MANAGEMENT CO LLC 654 COLEMAN BLVD, SUITE 101 MOUNT PLEASANT SC 29464	POLICY NUMBER 41-UD -012856283-7/000 RENEWAL OF 41-UD-012856283-6 ITEM 2 POLICY PERIOD FROM: 12-31-17 TO: 12-31-18 At 12:01 A.M. Standard Time at the mailing address shown.

TERRORISM RISK INSURANCE ACT IS INCLUDED

\$38

TOTAL PREMIUM	\$2,000
----------------------	----------------



AUTHORIZED REPRESENTATIVE

FORMS SCHEDULE

<p>NAME AND ADDRESS OF PRODUCER</p> <p>NSM Insurance Group 555 North Lane, Suite 6060 Conshohocken, PA 19428</p> <p>00000 0000</p>	<p>INSURANCE COMPANY</p> <p>Lexington Insurance Company (a capital stock company) 99 High Street Boston MA 02110</p>
<p>ITEM 1 NAME AND MAILING ADDRESS OF INSURED</p> <p>MARKET'S GATE INC C/O PENCO MANAGEMENT CO LLC 654 COLEMAN BLVD, SUITE 101 MOUNT PLEASANT SC 29464</p>	<p>POLICY NUMBER</p> <p>41-UD -012856283-7/000</p> <p>RENEWAL OF</p> <p>41-UD-012856283-6</p> <p>ITEM 2 POLICY PERIOD</p> <p>FROM: 12-31-17 TO: 12-31-18</p> <p>At 12:01 A.M. Standard Time at the mailing address shown.</p>

COMMERCIAL UMBRELLA

- 80394 (09/03) ANTI-STACKING ENDORSEMENT
- 80411 (01/04) CROSS SUITS EXCL
- 80417 (07/02) DIRECTORS AND OFFICERS LIABILITY EXCL
- 80419 (07/02) EMPLOYEE BENEFITS LIABILITY EXCL
- 80479 (02/03) SILICA EXCL ENDT
- 82449 (06/03) FUNGUS EXCL ENDT
- 83070 (09/03) EMPLOYERS' LIABILITY EXCL ENDT
- 83093 (05/05) PROFESSIONAL LIABILITY EXCL ENDT
- 83094 (09/03) RADIOACTIVE MATTER EXCL ENDT
- 86471 (02/06) LEAD EXCL ENDT
- 87224 (12/04) LIQUOR LIABILITY EXCL ENDT
- 113512 (03/13) PHYS ABUSE, SEXUAL ABUSE OR MOLEST EXCLUSION ENDT
- 118632 (01/15) ACCESS OR DISCL OF CONFIDENTIAL OR PERS INFO EXCL
- 117617 (09/14) CRISIS RESPONSE EXCLUSION
- 80514 (07/02) TOTAL POLLUTION EXCL
- 99497 (06/08) Violation of Economic or Trade Sanctions Condition
- 89644 (06/13) ECONOMIC SANCTIONS ENDORSEMENT
- 83049 (03/06) Act of Terrorism Self-Insured Retention Endt
- 52167 (03/09) South Carolina Cancellation/Nonrenewal Endorsement
- 60412 (05/94) Punitive Damages Exclusion
- 60446 (05/94) Automobile Liability Follow-Form Endorsement
- 57725 (06/93) Subsidence Exclusion
- 65597 (06/96) Pre-Existing Damages and/or Defects Exclusion
- 84338 (04/04) ALCOHOL HEALTH EXCLUSION
- PRG2023 (05/14) SERVICE OF SUIT CONDITION
- PRG2078 (3-16) ADDENDUM TO THE DECLARATIONS

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A.M.,
Forms a part of Policy No.:

SERVICE OF SUIT CONDITION

This endorsement modifies insurance provided under the policy:

The following condition is added to this policy and, if applicable, supersedes any Service of Suit Condition currently provided therein:

In the event of our failure to pay any amount claimed to be due hereunder, we, at your request, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of our 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 Counsel, Legal Department, Lexington Insurance Company, 99 High Street, Boston, Massachusetts 02110 or his or her representative, and that in any suit instituted against us upon this Policy, we will abide by the final decision of such court or of any appellate court in the event of any appeal.

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

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

Authorized Representative

ADDENDUM TO THE DECLARATIONS

By signing below, the President and the Secretary of the Insurer agree on behalf of the Insurer to all the terms of this Policy.



Jeremy Johnson
PRESIDENT



Tanya Kent
SECRETARY

This policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer, either below or on the Declarations page of the policy.



Ethan D. Allen
AUTHORIZED COMPANY REPRESENTATIVE

Endorsement #

This endorsement effective 12:01 a.m.

forms a part of

Policy No.

issued to

By:

Commercial Umbrella Liability Policy with CrisisResponse®

Anti-Stacking Endorsement

This policy is amended as follows:

Section VI. CONDITIONS is amended to include the following additional condition:

If this insurance and any **Other Insurance** provided by us or any of our affiliated companies will apply to the same claim, **Suit** or **Occurrence**, the maximum limit of insurance under all insurance available will not exceed the highest applicable limit of insurance available under any one policy. However, this condition will not apply if the insurance is specifically written to be excess of this policy.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

Authorized Representative or
Countersignature (Where Applicable)

Endorsement #

This endorsement effective 12:01 a.m. forms a part of

Policy No. issued to

By:

Commercial Umbrella Liability Policy with CrisisResponseSM

Cross Suits Exclusion

This policy is amended as follows:

Section V. EXCLUSIONS is amended to include the following exclusion:

Cross Suits

This insurance does not apply to **Bodily Injury, Property Damage, or Personal Injury and Advertising Injury** to a **Named Insured** that is caused, in whole or in part, by any other **Named Insured**.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

Authorized Representative or
Countersignature
(in States Where Applicable)

Endorsement #

This endorsement effective 12:01 a.m. forms a part of

Policy No. issued to

By

Commercial Umbrella Liability Policy with CrisisResponseSM

Directors and Officers Liability Exclusion

This policy is amended as follows:

Section V. EXCLUSIONS is amended to include the following additional exclusion:

Directors and Officers Liability

This insurance does not apply to any liability of the **Named Insured** or of a director or officer of the **Named Insured** arising out of any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, omission or act by such directors or officers in their respective capacities as such, or any matter claimed against them solely by reason of their status or capacity as directors or officers of the **Named Insured**.

All other terms, definitions, conditions and exclusions of this policy remain unchanged.

Authorized Representative or
Countersignature
(in States Where Applicable)

Endorsement #

This endorsement effective _____ **forms a part of**

Policy No. _____ **issued to**

By:

Commercial Umbrella Liability Policy with CrisisResponseSM

Employee Benefits Liability Exclusion

This policy is amended as follows:

Section V. EXCLUSIONS is amended to include the following additional exclusion:

Employee Benefits Liability

This insurance does not apply to any liability arising out of:

1. any violation of any of the responsibilities, obligations or duties imposed upon fiduciaries by **ERISA** or any similar law regarding workers' compensation, unemployment insurance, Social Security or any government-mandated disability benefits;
2. any act, error or omission committed by or on behalf of the **Insured** solely in the performance of one or more of the following administrative duties or activities:
 - a. giving counsel to employees with respect to a **plan**;
 - b. interpreting a **plan**;
 - c. handling of records in connection with a **plan**;
 - d. effecting enrollment, termination or cancellation of employees under a **plan**; or
 - e. any claim against an **Insured** solely by reason of his, her or its status as an administrator, the **plan** or you as sponsor of the **plan**.

ERISA as used in this endorsement means the Employee Retirement Income Security Act of 1974 (including amendments relating to the Consolidated Omnibus Budget Reconciliation Act of 1985), and including any amendment or revisions thereto, or any similar common or statutory law of the United States, Canada or any state or jurisdiction anywhere in the world to which a **plan** is subject.

Plan as used in this endorsement means any plan, fund or program established anywhere in the world, regardless of whether it is subject to regulation under Title 1 of **ERISA** or meets the requirements for qualification under Section 401 of the Internal Revenue Code of 1986, as amended and which is:

1. a welfare plan, as defined in **ERISA** or any similar law regarding workers' compensation, unemployment insurance, Social Security or any government-mandated disability benefits;
2. a pension plan as defined in **ERISA** or any similar law regarding workers' compensation, unemployment insurance, Social Security or any government-mandated disability benefits; or
3. a combination of 1. or 2. above.

All other terms, definitions, conditions and exclusions of this policy remain unchanged.

Authorized Representative or Countersignature
(Where Applicable)

Endorsement #

This endorsement effective 12:01 a.m. forms a part of

Policy No. issued to

By:

Commercial Umbrella Liability Policy with CrisisResponse®

Silica Exclusion Endorsement

This policy is amended as follows:

Section V. EXCLUSIONS is amended to include the following additional exclusion:

This insurance does not apply to:

Any liability arising out of **Silica**, **Silica** fiber(s) or **Silica Dust** or any product(s) containing **Silica**, **Silica** fiber(s) or **Silica Dust**.

Section VII. DEFINITIONS is amended to include the following additional definitions:

Silica means:

1. The substance commonly known as **Silica**; and
2. Any substance or product which has the same or substantially similar chemical formulation, structure or function as **Silica**, by whatever name manufactured, formulated, structured, sold or distributed.

Silica Dust means:

1. Dust comprising of **Silica** only; and
2. Dust comprising of **Silica** mixed with other dust or fiber(s) including, but not limited to, asbestos fibers.

IT IS UNDERSTOOD THAT TO THE EXTENT ANY COVERAGE MAY OTHERWISE BE PROVIDED UNDER THIS POLICY OR ANY OF ITS ENDORSEMENTS, THE PROVISIONS OF THIS EXCLUSION WILL SUPERCEDE.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

Authorized Representative or
Countersignature (Where Applicable)

Endorsement

This endorsement, effective 12:01 A.M. forms a part of

Policy No. issued to:

By:

Commercial Umbrella Liability Policy with CrisisResponse®

Fungus Exclusion Endorsement

This policy is amended as follows:

Section V. EXCLUSIONS is amended to include the following additional exclusion:

This insurance does not apply to:

Bodily Injury, Property Damage or Personal Injury and Advertising Injury or any other loss, injury, damage, cost or expense, including, but not limited to, losses, costs or expenses related to, arising from or associated with clean-up, remediation, containment, removal or abatement, caused directly or indirectly, in whole or in part, by:

- a. Any **Fungus(i), Molds(s)**, mildew or yeast, or
- b. Any **Spore(s)** or toxins created or produced by or emanating from such **Fungus(i), Mold(s)**, mildew or yeast, or
- c. Any substance, vapor, gas, or other emission or organic or inorganic body or substance produced by or arising out of any **Fungus(i), Mold(s)**, mildew or yeast, or
- d. Any material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure, that contains, harbors, nurtures or acts as a medium for any **Fungus(i), Mold(s)**, mildew, yeast, or **Spore(s)** or toxins emanating therefrom.

Paragraphs a., b., c. and d. above apply regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that loss, injury, damage, cost or expense.

It is understood that to the extent any coverage may otherwise be provided under this policy or any of its endorsements, the provisions of this exclusion will supercede.

Section VII. DEFINITIONS is amended to include the following additional definitions:

Fungus(i) includes, but is not limited to, any of the plants or organisms belonging to the major group Fungi, lacking chlorophyll, and including molds, rusts, mildews, smuts and mushrooms.

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

Spore(s) means any dormant or reproductive body produced by or arising or emanating out of any **Fungus(i), Mold(s)**, mildew, plants, organisms or microorganisms.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

Authorized Representative or
Countersignature (Where Applicable)

Endorsement #

This endorsement effective 12:01 a.m. forms a part of

Policy No. Issued to

By:

Commercial Umbrella Liability Policy with CrisisResponse®

Employers' Liability Exclusion Endorsement

This policy is amended as follows:

Section V. EXCLUSIONS is amended to include the following additional exclusion:

Employers' Liability

This insurance does not apply to **Bodily Injury** to any employee of the **Insured** arising out of and in the course of the employee's employment by the **Insured**.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

Authorized Representative or Countersignature
(Where Applicable)

Endorsement #

This endorsement effective

forms a part of

Policy No.

issued to

By:

Commercial Umbrella Liability Policy with CrisisResponse®

Professional Liability Exclusion Endorsement

This policy is amended as follows:

Section V. EXCLUSIONS is amended to include the following additional exclusion:

Professional Liability

This insurance does not apply to any liability arising out of any act, error, omission, malpractice or mistake of a professional nature committed by the **Insured** or any person for whom the **Insured** is legally responsible.

It is understood this exclusion applies even if the claims against any **Insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **Insured**.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

Authorized Representative or
Countersignature (Where Applicable)

Endorsement #

This endorsement effective 12:01 a.m. forms a part of

Policy No. issued to

By:

Commercial Umbrella Liability Policy with CrisisResponse®

Radioactive Matter Exclusion Endorsement

This policy is amended as follows:

Section V. EXCLUSIONS is amended to include the following additional exclusion:

Radioactive Matter

This insurance does not apply to any liability arising out of radioactive matter or any form of radiation.

It is understood that to the extent any coverage may otherwise be provided under this policy or any of its endorsements, the provisions of this exclusion will supercede.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

Authorized Representative or Countersignature
(Where Applicable)

Endorsement #

This endorsement effective 12:01 a.m. forms a part of

Policy No. issued to

By:

Commercial Umbrella Liability Policy with CrisisResponse®

Lead Exclusion Endorsement

This policy is amended as follows:

Section V. EXCLUSIONS is amended to include the following additional exclusion:

Lead

This insurance does not apply to any liability arising out of lead or the lead content of products.

It is understood that to the extent any coverage may otherwise be provided under this policy or any of its endorsements, the provisions of this exclusion will supersede.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

Authorized Representative or
Countersignature (Where Applicable)

Endorsement #

This endorsement effective 12:01 a.m. forms a part of

Policy No. issued to

By:

Commercial Umbrella Liability Policy with CrisisResponse®

Liquor Liability Exclusion Endorsement

This policy is amended as follows:

Section V. EXCLUSIONS, Paragraph M. is deleted in its entirety and replaced by the following:

M. Liquor Liability

This insurance does not apply to **Bodily Injury** or **Property Damage** for which any **Insured** may be held liable by reason of:

1. causing or contributing to the intoxication of any person;
2. the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
3. any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

Authorized Representative or Countersignature
(Where Applicable)

Endorsement #

This endorsement effective 12:01 a.m.

forms a part of

Policy No.

issued to

By:

Commercial Umbrella Liability Policy with CrisisResponse®

Physical Abuse, Sexual Abuse or Molestation Exclusion Endorsement

This policy is amended as follows:

Section V. EXCLUSIONS is amended to include the following additional exclusion:

Physical Abuse, Sexual Abuse or Molestation

This insurance does not apply to any liability of any person by any person, arising out of:

1. Any actual, threatened or alleged, sexual abuse, sexual molestation, sexual harassment, sexual misconduct, physical abuse, mental abuse, physical assault, sexual assault, sexual victimization, sexual intimacy (even if consensual), sexual contact, sexual advances, sexual exploitation, requests for sexual favors, verbal or physical conduct of a sexual nature, coercion to engage in sexual activities, licentious or immoral misconduct, and any resulting mental or emotional injury; or
2. The negligent employment, investigation, supervision, reporting to the proper authorities or failure to so report, or the retention of any person for whom any **Insured** is or has ever been legally responsible and whose conduct would be excluded by Paragraph 1. above.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

Authorized Representative or
Countersignature (Where Applicable)

113512 (3/13)

Includes copyrighted material of Insurance Services Office, Inc.,
with its permission.

Endorsement #

This endorsement effective 12:01 a.m. forms a part of

Policy No. issued to

By:

Commercial Umbrella Liability Policy with CrisisResponse®

**Access or Disclosure of Confidential or
Personal Information Exclusion Endorsement**

This policy is amended as follows:

Section V. EXCLUSIONS is amended to include the following additional exclusion:

Access or Disclosure of Confidential or Personal Information

This insurance does not apply to any liability arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described above.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

Authorized Representative or
Countersignature (Where Applicable)

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A.M.,
Forms a part of Policy No.:

CRISISRESPONSE® EXCLUSION

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy with CrisisResponse®

This policy is amended by removing CrisisResponse® coverage as follows:

- A. **SECTION II. INSURING AGREEMENT – CRISISRESPONSE® AND EXCESS CASUALTY CRISISFUND®** is deleted in its entirety.
- B. **SECTION IV. LIMITS OF INSURANCE** is amended by deleting paragraphs I., J. and K.
- C. **SECTION VII. DEFINITIONS** is amended by deleting paragraphs D., E., F., G., H., I. and J.

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

Authorized Representative

Endorsement #

This endorsement effective 12:01 a.m. forms a part of

Policy No. issued to

By:

Commercial Umbrella Liability Policy with CrisisResponse®

Total Pollution Exclusion

This policy is amended as follows:

Section V. EXCLUSIONS, Paragraph Q. **Pollution** is deleted in its entirety and replaced by the following:

Pollution

This insurance does not apply to:

1. Any **Bodily Injury, Property Damage or Personal Injury and Advertising Injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants** anywhere at any time;
2. Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that the **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **Pollutants**; or
3. Any loss, cost or expense arising out of any claim or **Suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to, or assessing the effects of **Pollutants**.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

Authorized Representative or
Countersignature
(Where Applicable)

Endorsement #

This endorsement effective 12:01 a.m.

forms a part of

Policy No.

issued to

By:

Commercial Umbrella Liability Policy With CrisisResponse®

Violation of Economic or Trade Sanctions Condition Amendment Endorsement

This policy is amended as follows:

Section VI. CONDITIONS, Paragraph R. Violation of Economic or Trade Sanctions
is deleted in its entirety.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

Authorized Representative or
Countersignature (Where Applicable)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. forms a part of Policy

No. issued to by

ECONOMIC SANCTIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

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

AUTHORIZED REPRESENTATIVE

Endorsement #

This endorsement effective 12:01 a.m. forms a part of

Policy No. issued to

By:

Commercial Umbrella Policy with CrisisResponse®

Act of Terrorism Self-Insured Retention Endorsement

Solely with respect to any **Act of Terrorism**, this policy is amended as follows:

The **DECLARATIONS, ITEM 5. SELF-INSURED RETENTION** is amended to include the following additional Self-Insured Retention:

ACT OF TERRORISM SELF-INSURED RETENTION - _____ Each Occurrence
(As respects all liability covered under this policy arising out of any **Act of Terrorism**.) The **Act of Terrorism Self-Insured Retention** will not be reduced or exhausted by **Defense Expenses**.

ITEM 6. OF THE DECLARATIONS, PREMIUM AND PREMIUM COMPUTATION is amended to include the following:

ACT OF TERRORISM PREMIUM \$ _____

Section IV. LIMITS OF INSURANCE, is amended to include the following additional provision:

The **Act of Terrorism Self-Insured Retention** applies whether or not there is any available **Scheduled Underlying Insurance** or **Other Insurance** providing coverage to the **Insured**. If there is **Scheduled Underlying Insurance** or **Other Insurance** providing coverage to the **Insured**, amounts received through such **Scheduled Underlying Insurance** or **Other Insurance** for payment of the **Loss** may be applied to reduce or exhaust the **Act of Terrorism Self-Insured Retention**. However, in no event will amounts received through such **Scheduled Underlying Insurance** or **Other Insurance** for the payment of **Defense Expenses** reduce the **Act of Terrorism Self-Insured Retention**.

Section III. DEFENSE PROVISIONS, Paragraphs A. 1. and A. 2., and D. are deleted in their entireties, and Paragraph A. is replaced by the following:

A. We will have no duty to defend any **Suit** against the **Insured**. We will, however, have the right, but not the duty, to participate in the defense of any **Suit** and the investigation of any claim to which this policy may apply. If we exercise this right, we will do so at our own expense.

Section VII. DEFINITIONS is amended to include the following additional definition:

Act of Terrorism means:

1. any act which is verified or recognized by the United States Government as an act of terrorism, including a certified "act of terrorism" defined by Section 102. Definitions., of the Terrorism Risk Insurance Act of 2002 and any revisions, amendments, or extensions thereto; or
2. the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm a government, the civilian population or any segment thereof, or to disrupt any segment of the economy.

Defense Expenses means any payment allocated to a specific loss, claim or **Suit** for its investigation, settlement or defense, including but not limited to:

1. Attorney's fees and all other investigation, loss adjustment and litigation expenses;
2. Premiums on bonds to release attachments;
3. Premiums on appeal bonds required by law to appeal any claim or **Suit**;
4. Costs taxed against the **Insured** in any claim or **Suit**;
5. Pre-judgment interest awarded against the **Insured**;
6. Interest that accrues after entry of judgment.

It is understood and agreed that if any other endorsement to this policy excludes terrorism liability arising in one or more specified countries, the provisions of such exclusion shall supersede this endorsement.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

Authorized Representative or
Countersignature (Where Applicable)

SOUTH CAROLINA AMENDATORY ENDORSEMENT

This endorsement, effective _____ forms a part of

policy no.: _____ issued to

by:

Wherever used in this endorsement: 1) "Insurer" means the insurance company which issued this policy; and 2) "Insured" means the Named Corporation, Named Entity, Named Organization, Named Sponsor, Named Insured, or Insured stated in the declarations page;

The following is added and supersedes any provision in the policy to the contrary:

CANCELLATION:

This policy may be cancelled by the Insured by surrender thereof to the Insurer or any of its authorized agents or by mailing to the Insurer written notice stating when thereafter the cancellation shall be effective.

If this policy has been in effect for less than 120 days and is not a renewal of a previously existing policy, this policy may be cancelled by the Insurer for any reason by delivering or mailing to the Insured at the address shown in this policy, written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. Where the reason for cancellation is nonpayment of premium however, not less than ten (10) days written notice shall be furnished by the Insurer.

If this policy has been in effect for 120 days or more, or is a renewal of a previously existing policy, this policy may be cancelled by the Insurer by delivering or mailing to the Insured and the agent of record, if any, at the address shown in the policy, written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. Where the reason for cancellation is nonpayment of premium however, not less than ten (10) days written notice shall be furnished by the Insurer.

If this policy applies to property insurance on risks located in the State it may be cancelled by the Insurer by delivering or mailing to the Insured at the address shown in the policy a written notice stating when such cancellation shall be effective:

- (1) not less than sixty (60) days for any cancellation effective between November first and May thirty-first; and
- (2) not less than ninety (90) days for any cancellation effective between June first and October 31st

Any notice of cancellation will state the reason for cancellation. Cancellation under this paragraph shall be based on one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Material misrepresentation of fact which, if known to the Insurer, would have caused the Insurer not to issue the policy;

- (3) Substantial change in the risk assumed, except to the extent the Insurer should reasonably have foreseen the change or contemplated the risk in writing the policy;
- (4) Substantial breaches of contractual duties, conditions, or warranties;
- (5) Loss of the Insurer's reinsurance covering all or a significant portion of the particular policy insured; or
- (6) Where continuation of the policy would imperil the Insurer's solvency or place the Insurer in violation of the insurance laws of this state.

Prior to cancellation for reasons numbered five (5) and six (6) above, the Insurer shall notify the Insurance Commissioner in writing at least sixty (60) days prior to the effective date of such cancellation.

NONRENEWAL:

If the Insurer shall elect to nonrenew this policy and such policy is for a period of one year or less, than the Insurer shall mail or deliver written notice of nonrenewal to the Insured and the Insured's agent of record, if any, at least:

- (1) sixty days prior to the expiration date of the policy for any nonrenewal that would be effective between November first and May thirty-first; and
- (2) ninety days prior to the expiration date of the policy for any nonrenewal that would be effective between June first and October thirty-first.

If the Insurer shall elect to nonrenew this policy and such policy is for a period of more than one year or for an indefinite term, than the Insurer shall mail or deliver written notice of nonrenewal to the Insured and the Insured's agent of record, if any, at least:

- (1) sixty days prior to the anniversary date of the policy for any nonrenewal that would be effective between November first and May thirty-first; and
- (2) ninety days prior to the anniversary date of the policy for any nonrenewal that would be effective between June first and October thirty-first.

Any notice of nonrenewal will be mailed or delivered to the Insured's and the Insured's agent's at their addresses shown in the policy or, if not reflected therein, at their last known addresses. If notice is mailed, proof of mailing will be sufficient proof of notice.

Any notice of nonrenewal will state the precise reason for nonrenewal.

POLICY RENEWAL NOTICE:

If the Insurer intends to renew a policy, the Insurer shall furnish renewal terms and a statement of the amount of premium or estimated premium due for the renewal policy period.

If the policy being renewed (hereinafter "original policy") is written for a term of one year or less, the renewal terms and statement of premium or estimated premium due shall be furnished to the Insured not less than thirty (30) days prior to the expiration date of the original policy.

If the original policy is written for a term of more than one year or for an indefinite term, the renewal terms and statement of premium or estimated premium due shall be furnished to the Insured not less than thirty (30) days prior to the anniversary date of the original policy.

The Insurer may satisfy its obligation to furnish renewal terms and statement of premium or estimated premium due by either of the following methods:

- mailing or delivering renewal terms and statement to the Insured at his address shown in the policy or, if not reflected therein, at his last known address, not less than thirty (30) days prior to expiration or anniversary; or
- mailing or delivering renewal terms and statement to the agent of record, if any, not less than forty-five (45) days prior to the expiration or anniversary, along with instructions that the agent furnish the renewal terms and statement to the Insured not less than thirty (30) days prior to expiration or anniversary.

If the Insurer fails to furnish the renewal terms and statement of premium or estimated premium due, the Insured may elect to cancel the renewal policy within the thirty-day period following receipt of the renewal terms and statement of premium or estimated premium due. Earned premium for any period of coverage shall be calculated pro rata based upon the premium applicable to the original policy and not the premium applicable to the renewal policy.

All other terms, conditions and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective:

forms a part of

Policy No

issued to

by

PUNITIVE DAMAGES EXCLUSION

This insurance does not apply to any fines, penalties, punitive or exemplary damages.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective:

forms a part of

Policy No

issued to

by

AUTOMOBILE LIABILITY FOLLOW-FORM ENDORSEMENT

This insurance does not apply to **Bodily Injury** or **Property Damage** arising out of the ownership, maintenance, operation, use, loading or unloading of any **auto**.

However if insurance for such **Bodily Injury** or **Property Damage** is provided by a policy listed in the Schedule of Underlying Insurance:

1. This exclusion shall not apply; and
2. The insurance provided by our policy will not be broader than the insurance coverage provided by the policy listed in the Schedule of Underlying Insurance.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective: _____ forms a part of
Policy No _____ issued to _____
by _____

SUBSIDENCE EXCLUSION

This insurance does not apply to any damages directly or indirectly arising out of, caused by, resulting from, contributed to or aggravated by the subsidence, settling, sinking, slipping, falling away, caving in, shifting, eroding, mud flow, rising, tilting, or any other movements of land or earth; if any of the foregoing emanates from, or is attributable to, any operations of the **Insured**.

It is further agreed that this insurance does not apply to any damages arising out of any act of direct condemnation of property or exercise of power of eminent domain by the **Insured**, any act by the **Insured** of inverse condemnation, any taking of property by the **Insured** which is compensable under the fifth or fourteenth amendment to the United States Constitution, or any taking of property by the **Insured** which is compensable under the Constitution of the State in which the claim is made.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective _____ forms a part of
policy No: _____ issued to _____
by _____

PRE-EXISTING DAMAGES AND/OR DEFECTS EXCLUSION

This insurance does not apply to **Bodily Injury, Property Damage, Personal Injury** or **Advertising Injury** arising out of, based on or involving the continuation of in the period of this policy, any pre-existing damages and/or defects known to any "Insured" before the effective date of this policy as shown in Item 2. Of the Declarations. This exclusion shall apply whether or not the "Insured's" legal obligation to pay for such pre-existing damages and/or defects was established before the effective date of this policy. This exclusion shall be applicable to all known pre-existing damages and/or defects including, but not limited to, those listed in the Schedule of this endorsement.

Solely for the purpose of this endorsement, "Insured" shall mean the **Named Insured**, its officers, directors, partners, risk managers or any other persons acting in similar capacities.

Schedule of Known Pre-Existing Damages And/Or Defects

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A. M. forms part of Policy

No. issued to by

EXCLUSION – ALCOHOLIC BEVERAGE HEALTH EFFECTS

This insurance does not apply to any damages, claim, suit, loss, cost, expense or injury, including death resulting therefrom, arising out of or resulting from, caused directly or indirectly, in whole or in part, by the “consumption of ‘alcohol’” by any *person*, provided that such “consumption of ‘alcohol’” results in a “specified health condition” of the “person” consuming the “alcohol.”

For the purposes of this Exclusion only, the following definitions apply:

1. “Alcohol” means ethyl or grain alcohol and alcoholic beverages;
2. The “consumption of ‘alcohol’” means to directly, or indirectly, physically ingest “alcohol,” but does not include ingestion of “alcohol” that is a constituent of food or any pharmaceutical preparation, or healthcare or toiletry products, when used in accordance with that preparation’s or product’s intended purpose;
3. “Person” means any human being in any stage of physical development and includes spermatogonia, spermatocytes, spermatids, sperm, oogonia, oocytes, ova, embryo and fetuses, including any child produced therefrom;
4. “Specified Health Condition” means any:
 - a. Disease, cancer, or physical or mental disorder;
 - b. Injury or damage to spermatogonia, spermatocytes, spermatids, sperm, oogonia, oocytes, ova, embryo and fetuses, including any child produced therefrom; and
 - c. “Alcohol” abuse, dependence, addiction or any condition attributable to “alcohol” consumption.

It is understood that to the extent any coverage may otherwise be available under this Policy or any of its endorsements, the provisions of this Exclusion shall supercede the same and exclude such coverage.

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

Authorized Representative or Countersignature
(where required by law)

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE
(COVERAGE INCLUDED)**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning January 1, 2016; 83% beginning January 1, 2017; 82% beginning January 1, 2018; 81% beginning January 1, 2019 and 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$ 38, and does not include any charges for the portion of losses covered by the United States Government under the Act.

Policy No. 41-UD-012856283-7
Named Insured MARKET'S GATE INC

96556 (1/15)

Copyright 2015 National Association of Insurance Commissioners