

THIS INSURANCE CONTRACT IS NOT SUBJECT TO THE PROTECTION OF ANY GUARANTY ASSOCIATION IN THE EVENT OF LIQUIDATION OR RECEIVERSHIP OF THE INSURER.

**COMMERCIAL INLAND MARINE
DECLARATIONS PAGE**

Policy No. IMEB15819

Perryco LLC

Mailing Address

9401 72nd Street, Noble, OK 73068

Physical Address

9401 72nd Street, Noble, OK 73068

Sunde Ngoh Nyah

2175 Hillsdale Ave

St. Paul , MN 55119

TERM

Named Insured: Perryco LLC

Company/Insurer: Certain Underwriters at Lloyd's, London

UMR - B1312 11486U24

Policy Period: From 12/01/2024 to 12/01/2025 at 12:01 A.M. Standard Time at your mailing address shown above.

The **Inception Date** for the **Policy** is 12:01 a.m. on 12/01/2024

Minimum Earned Premium: 25%

NOTICE

Please read all portions of this policy carefully. There are a number of exclusions, conditions, endorsements and terms contained in this policy that may delete, modify or expand the coverage provisions stated elsewhere in the policy. All portions of this policy are to be read together. By accepting this policy, the insured has agreed to read the policy in its entirety within seven (7) days of its issuance.

In return for the payment of premium, and subject to all the terms, conditions and exclusions of this **Policy**, we agree with you to provide the insurance as stated in this **Policy**.

COVERAGE TYPE	LIMITS OF INSURANCE	DEDUCTIBLE (All Other Perils/Theft)
Miscellaneous Tools	\$10,000 (Not to exceed \$1,000 any one item)	\$500/\$2,500
Scheduled Equipment - Light/Medium	\$40,000	\$500/\$2,500

RATES & PREMIUMS	
Premium	\$1,203.92
Association Dues	\$120.00
Surplus Lines Tax	\$79.44
SLAS Transaction Fee	\$2.32
Total	\$1,405.68

SPECIAL PROVISIONS

If a single occurrence causes loss or damage to Covered Property under more than one Coverage Part shown above, each applicable Coverage Part deductible shown above shall apply separately to the loss or damage under each Coverage Part. Within any single Coverage Part, if two or more deductible amounts apply for one occurrence, the total to be deducted shall be the largest applicable deductible.

POLICY FORMS APPLICABLE TO THIS COVERAGE PART:

SISIM IL 00 17 11 98	Common Policy Conditions
SISIM CM 00 01 09 00	Commercial Inland Marine Conditions

NOTE THE FOREGOING POLICY FORMS ARE SUBJECT TO EXCLUSIONS, CONDITIONS, ENDORSEMENTS AND TERMS THAT MAY DELETE, MODIFY OR EXPAND THE COVERAGE PROVISIONS STATED ELSEWHERE IN THE POLICY.

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



Lloyd's Certificate

This Insurance is effected with certain Underwriters at Lloyd's, London.

This Certificate is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

The Assured is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.
All inquiries regarding this Certificate should be addressed to the following Correspondent:
Safebuilt Insurance Services, LLC. dba SIS Wholesale Insurance Services
1811 Aston Ave., Suite 200
Carlsbad, CA 92008

CERTIFICATE PROVISIONS

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
2. **Correspondent Not Insurer.** The Correspondent is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those Underwriters at Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
3. **Cancellation.** If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
4. **Service of Suit.** It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters, at the request of the Assured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon the firm or person named in item 7 of the attached Declaration Page, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.
The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.
Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-mentioned as the person to whom the said officer is authorized to mail such process or a true copy thereof.
5. **Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
6. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.
7. **Pro Rata Cancellation.** If the attached provisions provide for cancellation, the table below will be used to calculate the Pro Rata proportion of the premium when applicable under the terms of cancellation.

Certain Underwriters at Lloyd's, London

Schedule of Underwriters

100% Atrium Syndicate 609

Policy No.: IMEB15819

Date: 12/01/2024

Time: **12:01 a.m.**

Certain Underwriters at Lloyd's, London

By:

Matt Grossberg
Authorized Representative

Includes Material Under Copyright from ISO

SERVICE OF SUIT

This endorsement modifies insurance provided under the following:

CONTRACTOR'S EQUIPMENT - SPECIAL FORM

Except with respect to any policy issued in any state in which the Company 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 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 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, SIS Wholesale Insurance Services 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 designate the above named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

Except as set forth above, all of the terms, conditions and exclusions of this policy apply and remain in effect.

Policy No.: IMEB15819

Certain Underwriters at Lloyd's, London

Date: 12/01/2024

By:

Time: 12:01 a.m.

Matt Grossberg
Authorized Representative

COMMERCIAL INLAND MARINE

SCHEDULE OF FORMS AND ENDORSEMENTS

FORM NUMBER	NAME
SISIM DP 0420	Surplus Lines State Disclosures
SISIM SS 0817	Declarations Page
SISIM SFE 0817	Service of Suit
SISIM IL 00 17 11 98	Schedule of Forms and Endorsements
SISIM CM 00 01 09 00	Common Policy Conditions
SISIM IH 00 68 09 09	Commercial Inland Marine Conditions
SISIM SCP 0817	Contractors Equipment Coverage Form
SISIM IH 99 22 04 03	Schedule of Covered Property
SISIM TCDN 0517	Covered Property Loss Payable
SISIM CC 0817	Terrorism Coverage Disclosure Notice
SISIM LossCondAmnt 0622	Cancellation Clause
SISIM Aggend 0622	Loss Conditions Amendment
SISIM MiscArtAmnt 0622	Aggregate Limit
SISIM IH 99 17 04 05	Miscellaneous Articles Amendment
SISIM IH 99 18 04 05	Earthquake Exclusion
SISIM IL 09 35 07 02	Water Exclusion
SISIM MSEE 0817	Exclusion of Certain Computer-Related Losses
SISIM TFLIM 0622	Money and Supplies Exclusion Endorsement
SISBR SLEC 1117	Theft and Vandalism Limitation
SISIM SNK 0419	Sanction Limitation and Exclusion Clause
LMA 5401	Sinkhole Loss Exclusion
LSW1135b	Property Cyber and Data Exclusion
SISIM RC 0521	Lloyd's Privacy Policy
	Reporting Contacts

Except as set forth above, all of the terms, conditions and exclusions of this policy apply and remain in effect.

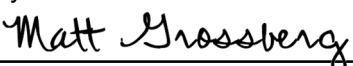
Policy No.: IMEB15819

Certain Underwriters at Lloyd's, London

Date: 12/01/2024

By:

Time: **12:01 a.m.**


Authorized Representative

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

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

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

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

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
 - c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

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

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

COMMERCIAL INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

LOSS CONDITIONS

A. Abandonment

There can be no abandonment of any property to us.

B. 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. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, 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:

1. Pay its chosen appraiser; and
2. 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.

C. Duties In The Event Of Loss

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. Give us prompt notice of the loss or damage. 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. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

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. 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.
8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
10. Cooperate with us in the investigation or settlement of the claim.

D. 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.

E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
2. We will not pay you more than your financial interest in the Covered Property.
3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:

- a. We have reached agreement with you on the amount of the loss; or
- b. An appraisal award has been made.

6. We will not be liable for any part of a loss that has been paid or made good by others.

F. Other Insurance

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. 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 the applicable Limit of Insurance.

G. Pair, Sets Or Parts

1. Pair Or Set

In case of loss or damage to any part of a pair or set we may:

- a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or
- b. Pay the difference between the value of the pair or set before and after the loss or damage.

2. Parts

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

H. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

I. Reinstatement Of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

J. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Part 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:

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

This will not restrict your insurance.

GENERAL CONDITIONS

A. Concealment, Misrepresentation Or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. Control Of Property

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

The breach of any condition of this Coverage Part 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.

C. Legal Action Against Us

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

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 2 years after you first have knowledge of the direct loss or damage.

D. No Benefit To Bailee

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

E. Policy Period

We cover loss or damage commencing:

1. During the policy period shown in the Declarations; and
2. Within the coverage territory.

F. Valuation

The value of property will be the least of the following amounts:

1. The actual cash value of that property;

2. The cost of reasonably restoring that property to its condition immediately before loss or damage; or

3. The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

CONTRACTORS EQUIPMENT 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. 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 F. Definitions.

A. Coverage

We will pay for direct physical loss of or damage to Covered Property from any of the Covered Causes of Loss.

1. Covered Property

Covered Property, as used in this coverage form, means the following property described in the Declarations:

- a. Your contractor's equipment; and
- b. Similar property of others in your care, custody or control.

2. Property Not Covered

Covered Property does not include:

- a. Automobiles, motor trucks, trailers or other vehicles licensed for use on public roads;
- b. Aircraft or watercraft;
- c. Plans, blueprints, designs or specifications;
- d. Property while waterborne, except while on ferries operating on the navigable waters of the Continental United States and Canada (other than to or from Alaska);
- e. Property while underground or under water;
- f. Property that you loan, lease or rent to others;
- g. Contraband, or property in the course of illegal transportation or trade; or
- h. Tools and clothing belonging to your employees.

3. Covered Causes Of Loss

Covered Causes of Loss means Direct Physical Loss Or Damage to Covered Property except those causes of loss listed in the Exclusions.

4. Additional Coverages

a. Additionally Acquired Property

If during the policy period you acquire additional property of a type already covered by this coverage form, we will cover such equipment for up to 60 days, but not beyond the end of the policy period.

The most we will pay for loss or damage is the lesser of:

- (1) 25% of the total Limit of Insurance shown in the Declarations for all scheduled equipment; or
- (2) \$50,000

You will report values of such property to us within 60 days from the date you take possession and will pay any additional premium due. If you do not report such property, coverage will cease automatically 60 days after the date the property is acquired or at the end of the policy period, whichever occurs first.

The **Coinsurance** Additional Condition does not apply to this coverage.

This Additional Coverage does not increase the applicable Limit of Insurance shown in the Declarations.

b. Debris Removal

- (1) We will pay your expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (2) The most we will pay under this Additional Coverage is 25% of:
 - (a) The amount we pay for the direct physical loss or damage to Covered Property; plus
 - (b) The deductible in this policy applicable to that loss or damage.

(3) Payment under this Additional Coverage will not increase the applicable Limit of Insurance, but if:

(a) The sum of direct physical loss or damage and debris removal expense exceeds the Limit of Insurance; or

(b) The debris removal expense exceeds the amount payable under the 25% limitation;

we will pay up to an additional \$5,000 in any one occurrence under this Additional Coverage.

(4) This Additional Coverage does not apply to costs to:

(a) Extract "pollutants" from land or water; or

(b) Remove, restore or replace polluted land or water.

c. Preservation Of Property

If it is necessary to move Covered Property to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

(1) While it is being moved or while temporarily stored at another location; and

(2) Only if the loss or damage occurs within 30 days after the property is first moved.

This Additional Coverage does not increase the Limit of Insurance.

d. Pollutant Cleanup And Removal

We will pay your expense to extract "pollutants" from land or water if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage is \$10,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

The limit for this Additional Coverage is in addition to the Limit of Insurance.

B. Exclusions

1. 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 or damage.

a. Governmental Action

Seizure or destruction of property by order of governmental 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 coverage form.

b. Nuclear Hazard

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

But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this coverage form.

c. War And Military Action

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

Exclusions **B.1.a.** through **B.1.c.** apply whether or not the loss event results in widespread damage or affects a substantial area.

2. We will not pay for loss or damage caused by or resulting from any of the following:

a. Delay, loss of use, loss of market or any other consequential loss.

b. Dishonest or criminal act committed by:

(1) You, any of your partners, employees, directors, trustees, or authorized representatives;

(2) A manager or a member if you are a limited liability company;

- (3) Anyone else with an interest in the property, or their employees or authorized representatives; or
- (4) Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or to acts of destruction by your employees. But theft by employees is not covered.

c. Work upon the property.

But if work upon the property results in fire or explosion, we will pay for direct loss or damage caused by that fire or explosion if the fire or explosion would be covered under this coverage form.

d. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:

- (1) Electrical or electronic wire, device, appliance, system or network; or
- (2) Device, appliance, system or network utilizing cellular or satellite technology;

creating a short circuit or other electric disturbance within an article covered under this coverage form.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes, but is not limited to, electrical current, including arcing; electrical charge produced or conducted by a magnetic or electromagnetic field; pulse of electromagnetic energy; electromagnetic waves or microwaves.

But if artificially generated electrical, magnetic or electromagnetic energy, as described above, results in fire or explosion, we will pay for the direct loss or damage caused by that fire or explosion if the fire or explosion would be covered under this coverage form.

This exclusion only applies to loss or damage to that article in which the disturbance occurs.

e. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

- f. Unauthorized instructions to transfer property to any person or to any place.
- g. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

3. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss.

- a. Wear and tear, depreciation.
- b. Any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration.
- c. Insects, vermin, rodents.
- d. Corrosion, rust.
- e. Mechanical breakdown or failure of the Covered Property.

C. Limits Of Insurance

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

D. Deductible

We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage before applying the applicable Limits of Insurance exceeds the Deductible shown in the Declarations. We will then pay the amount of the adjusted loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

E. Additional Conditions

The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

1. Coverage Territory

- a. We cover property wherever located within:
 - (1) The United States of America (including its territories and possessions);
 - (2) Puerto Rico; and
 - (3) Canada.
- b. We also cover property being shipped by air within and between points in Paragraph a.

2. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies:

We will not pay the full amount of any loss or damage if the value of an item of Covered Property at the time of loss or damage times the Coinsurance percentage is greater than the Limit of Insurance for the item.

Instead, we will determine the most we will pay using the following steps:

- a. Multiply the value of the item of Covered Property at the time of loss or damage by the Coinsurance percentage;
- b. Divide the Limit of Insurance of the property by the figure determined in Step a.;
- c. Multiply the total amount of loss or damage, before the application of any deductible, by the figure determined in Step b.; and
- d. Subtract the deductible from the figure determined in Step c.

We will pay the amount determined in Step d. or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

This provision does not apply to blanket property or rented equipment.

F. Definitions

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMMERCIAL INLAND MARINE POLICY

SCHEDULE OF COVERED PROPERTY

2010 John Deer 323D T0323DB179709 \$40,000

Except as set forth above, all of the terms, conditions and exclusions of this policy apply and remain in effect.

Policy No.: IMEB15819

Certain Underwriters at Lloyd's, London

Date: 12/01/2024

By:

Time: **12:01 a.m.**

Matt Grossberg
Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**LOSS PAYABLE**

This endorsement modifies insurance provided under the following:

BUILDERS RISK COVERAGE FORM
COMMERCIAL FINE ARTS COVERAGE FORM
COMPUTER SYSTEMS COVERAGE FORM
CONTRACTORS EQUIPMENT COVERAGE FORM
DIFFERENCE IN CONDITIONS COVERAGE FORM
FINE ARTS DEALERS AND GALLERIES COVERAGE FORM
INSTALLATION COVERAGE FORM
INSTALLMENT SALES AND LEASED PROPERTY COVERAGE FORM
MACHINERY AND EQUIPMENT COVERAGE FORM
MOTOR TRUCK CARGO OWNERS COVERAGE FORM
RADIO AND TELEVISION TOWERS AND EQUIPMENT COVERAGE FORM
SCIENTIFIC AND MEDICAL DIAGNOSTIC EQUIPMENT COVERAGE FORM

SCHEDULE*

Prem. No.	Bldg. No.	Description Of Property	Loss Payable
• Skid Steer (Light/Medium) - 2010 - John Deer 323D - VIN/Serial Number: T0323DB179709 - Limit of Insurance: \$40,000 Armstrong Bank - Loss Payee Contract # 3000042584 - 11671 S Western ave, Moore, OK 73170			
*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.			

PROVISIONS

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

- A. Adjust losses with you; and
- B. Pay any claim for loss or damage jointly to you and the Loss Payee, as interest may appear.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**Commercial Inland Marine Policy****TERRORISM COVERAGE DISCLOSURE NOTICE****Terrorism Coverage Provided Under this Policy**

The Terrorism Risk Insurance Act of 2002 and amendments thereto (collectively referred to as the "Act") established a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. An act of terrorism is defined as any act certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

In accordance with the Act we are required to offer you coverage for losses resulting from an act of terrorism **that is certified under the federal program** as an act of terrorism. The policy's other provisions will still apply to such an act. **This offer does not include coverage for incidents of nuclear, biological, chemical, or radiological terrorism which will be excluded from your policy.** Your decision is needed on this question: do you choose to pay the premium for terrorism coverage stated in this offer of coverage, or do you reject the offer of coverage and not pay the premium? You may accept or reject this offer.

If your policy provides commercial property coverage, in certain states, statutes or regulations may require coverage for fire following an act of terrorism. In those states, if terrorism results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to Legal Liability coverage forms or Leasehold Interest coverage forms.

Your premium will include the additional premium for terrorism as stated in the section of this Notice titled **DISCLOSURE OF PREMIUM**.

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer deductible during calendar year 2008 and each calendar year thereafter through 2016, and from January 1, 2016 through 2020, the federal share shall decrease by 1% per calendar year until it equals 80%.

DISCLOSURE OF CAP ON ANNUAL LIABILITY

If the aggregate insured terrorism losses of all insurers exceed \$100,000,000,000 during any calendar year provided in the Act, the Secretary of the Treasury shall not make any payments for any portion of the amount of such losses that exceed \$100,000,000,000, and if we have met our insurer deductible, we shall not be liable for the payment of any portion of such losses that exceeds \$120,000,000,000. This sum changes to \$140 million for calendar year 2017, \$160 million for calendar year 2018, \$160 million for calendar year 2018, \$180 million for calendar year 2019, and \$200 million for calendar year 2020.

Acknowledgment

3353135



0025358521P1



Applicant

DISCLOSURE OF PREMIUM

Your premium for terrorism coverage is: \$60.20
Premium charged is for the policy period up to your policy expiration.
(This charge/amount is applied to obtain the final premium.)

You may choose to reject the offer by signing the statement below and returning it to us. Your policy will be changed to exclude the described coverage. If you chose to accept this offer, this form does not have to be returned.

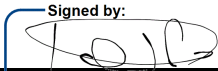
REJECTION STATEMENT

I hereby decline to purchase coverage for certified acts of terrorism. I understand that an exclusion of certain terrorism losses will be made part of this policy.

Perryco LLC

Applicant:

Signed by:



11/27/2024

Signature of Applicant: 0009F56D654D420...

Date:

Daniel Perry

Printed Name:

Acknowledgment

3353135



0025358521P2



Applicant

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMMERCIAL INLAND MARINE POLICY

ENDORSEMENT – CANCELLATION CLAUSE

NOTWITHSTANDING anything contained in this Insurance to the contrary this Insurance may be cancelled by the Insured at any time by written notice or by surrendering of this Contract of Insurance. This Insurance may also be cancelled by or on behalf of the Company by delivering to the Insured or by mailing to the Insured, by registered, certified or other first class mail, at the Insured's address as shown in this Insurance, written notice stating when, not less than 10 days thereafter, the cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.

If this Insurance shall be cancelled by or on behalf of the Company the Company shall retain the pro rata proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Company shall receive the Earned Premium hereon or the pro rata proportion of any Minimum Premium stipulated herein whichever is the greater.

Payment or tender of any Unearned Premium by the Company shall not be a condition precedent to the effectiveness of Cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

Except as set forth above, all of the terms, conditions and exclusions of this policy apply and remain in effect.

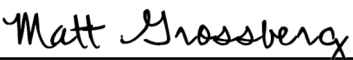
Policy No.: IMEB15819

Certain Underwriters at Lloyd's, London

Date: 12/01/2024

By:

Time: **12:01 a.m.**


Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMMERCIAL INLAND MARINE POLICY

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE CONDITIONS
CONTRACTORS EQUIPMENT COVERAGE FORM
INSTALLATION COVERAGE FORM
COMPUTER SYSTEMS COVERAGE FORM
MISCELLANEOUS ARTICLES COVERAGE FORM

Loss Conditions Section C. of Commercial Inland Marine Conditions shall be deleted in its entirety and replaced with the following:

LOSS CONDITIONS

C. Duties in the Event of Loss

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. Give us prompt notice of the loss or damage. Include a description of the property involved.
3. As soon as possible and no later than 45 days from the date of loss, 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. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.
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. 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.
8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 30 days after our request. We will supply you with the necessary forms.
9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
10. Cooperate with us in the investigation or settlement of the claim.

Loss Conditions Section E. of Commercial Inland Marine Conditions shall be deleted in its entirety and replaced with the following:

E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
2. We will not pay you more than your financial interest in the Covered Property.
3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part, including any endorsements, and:
 - a. We have reached agreement with you on the amount of the loss; or
 - b. An appraisal award has been made.

6. We will not be liable for any part of a loss that has been paid or made good by others

General Conditions Section E. of Commercial Inland Marine Conditions shall be deleted in its entirety and replaced with the following:

E. Policy Period

We cover loss or damage commencing:

1. During the policy period shown in the Declarations.
and
2. Within the coverage territory, which is defined as those operations in those states specifically identified by the insured in the application for this insurance on file with the company and described under the "States in which you do business for which you are applying for this insurance".

Except as set forth above, all of the terms, conditions and exclusions of this policy apply and remain in effect.

Policy No.: IMEB15819

Certain Underwriters at Lloyd's, London

Date: 12/01/2024

By:

Time: 12:01 a.m.

Matt Grossberg
Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMMERCIAL INLAND MARINE POLICY

ENDORSEMENT – AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE CONDITIONS
CONTRACTORS EQUIPMENT COVERAGE FORM
INSTALLATION COVERAGE FORM
COMPUTER SYSTEMS COVERAGE FORM
MISCELLANEOUS ARTICLES COVERAGE FORM

Notwithstanding any other terms and conditions of this policy, two hundred & fifty thousand dollars (\$250,000) is the maximum amount we will pay for loss or damage during one policy period regardless of the number of claims made, insureds, or losses.

Except as set forth above, all of the terms, conditions and exclusions of this policy apply and remain in effect.

Policy No.: IMEB15819

Certain Underwriters at Lloyd's, London

Date: 12/01/2024

By:

Time: **12:01 a.m.**

Matt Grossberg
Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMMERCIAL INLAND MARINE POLICY

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE CONDITIONS
CONTRACTORS EQUIPMENT COVERAGE FORM
INSTALLATION COVERAGE FORM
COMPUTER SYSTEMS COVERAGE FORM
MISCELLANEOUS ARTICLES COVERAGE FORM

The following shall be added to the list of Property Not Covered under Miscellaneous Articles Coverage Form, section **A. Coverage 2. Property Not Covered**:

- a. a land motor vehicle, trailer, or semi-trailer, designed for travel on public roads, including any attached machinery or equipment; or
- b. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
- c. cranes, loaders, diggers, drills, or any road construction or resurfacing equipment such as graders, scrapers or rollers.

Coverage Section A 4. Additional Acquired Property

of Miscellaneous Articles Coverage Form shall be deleted in its entirety.

Additional Conditions Section E. 1. of Miscellaneous Articles Coverage Form shall be deleted in its entirety and replaced with the following:

1. Coverage Territory

We cover property within the coverage territory, which is defined as those operations in those states specifically identified by the insured in the application for this insurance on file with the company and described under the "States in which you do business for which you are applying for this insurance".

Except as set forth above, all of the terms, conditions and exclusions of this policy apply and remain in effect.

Policy No.: IMEB15819

Certain Underwriters at Lloyd's, London

Date: 12/01/2024

By:

Time: 12:01 a.m.

Matt Grossberg
Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARTHQUAKE EXCLUSION

This endorsement modifies insurance provided under the following:

ANNUAL TRANSIT COVERAGE FORM
COMMERCIAL FINE ARTS COVERAGE FORM
COMPUTER SYSTEMS COVERAGE FORM
CONTRACTORS EQUIPMENT COVERAGE FORM
DIFFERENCE IN CONDITIONS COVERAGE FORM
MACHINERY AND EQUIPMENT COVERAGE FORM
MISCELLANEOUS ARTICLES COVERAGE FORM
MOTOR TRUCK CARGO CARRIERS COVERAGE FORM
MOTOR TRUCK CARGO OWNERS COVERAGE FORM
PATTERNS AND DIES COVERAGE FORM
RADIO AND TELEVISION TOWERS AND EQUIPMENT COVERAGE FORM
RAILROAD ROLLING STOCK COVERAGE FORM
SALESPERSONS SAMPLES COVERAGE FORM
SCIENTIFIC AND MEDICAL DIAGNOSTIC EQUIPMENT COVERAGE FORM
TANK STORAGE COVERAGE FORM
TRIP TRANSIT COVERAGE FORM
WAREHOUSE OPERATORS LEGAL LIABILITY COVERAGE FORM

The following exclusion is added to Section B., Paragraph 1:

Earthquake, but we will pay for direct loss or damage caused by resulting fire, explosion or theft if these causes of loss would be covered under this Coverage Form.

This exclusion does not apply to property in transit.

Except as set forth above, all of the terms, conditions and exclusions of this policy apply and remain in effect.

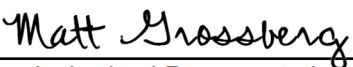
Policy No.: IMEB15819

Certain Underwriters at Lloyd's, London

Date: 12/01/2024

By:

Time: **12:01 a.m.**


Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATER EXCLUSION

This endorsement modifies insurance provided under the following:

ANNUAL TRANSIT COVERAGE FORM
COMMERCIAL FINE ARTS COVERAGE FORM
COMPUTER SYSTEMS COVERAGE FORM
CONTRACTORS EQUIPMENT COVERAGE FORM
DIFFERENCE IN CONDITIONS COVERAGE FORM
MACHINERY AND EQUIPMENT COVERAGE FORM
MISCELLANEOUS ARTICLES COVERAGE FORM
MOTOR TRUCK CARGO CARRIERS COVERAGE FORM
MOTOR TRUCK CARGO OWNERS COVERAGE FORM
PATIERNs AND DIES COVERAGE FORM
RADIO AND TELEVISION TOWERS AND EQUIPMENT COVERAGE FORM
RAILROAD ROLLING STOCK COVERAGE FORM
SALESPERSONS SAMPLES COVERAGE FORM
SCIENTIFIC AND MEDICAL DIAGNOSTIC EQUIPMENT COVERAGE FORM
TANK STORAGE COVERAGE FORM
TRIP TRANSIT COVERAGE FORM
WAREHOUSE OPERATORS LEGAL LIABILITY COVERAGE FORM

The following exclusion is added to Section B., Paragraph 1:

Water damage caused directly or indirectly by flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not. But we will pay for direct loss or damage caused by resulting fire, explosion or theft if these causes of loss would be covered under this Coverage Form.

This exclusion does not apply to property in transit.

Except as set forth above, all of the terms, conditions and exclusions of this policy apply and remain in effect.

Policy No.: IMEB15819

Certain Underwriters at Lloyd's, London

Date: 12/01/2024

By:

Time: **12:01 a.m.**

Matt Grossberg
Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
STANDARD PROPERTY POLICY

- A. We will not pay for loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.
1. The failure, malfunction or inadequacy of:
 - a. Any of the following, whether belonging to any insured or to others:
 - (1) Computer hardware, including microprocessors;
 - (2) Computer application software;
 - (3) Computer operating systems and related software;
 - (4) Computer networks;
 - (5) Microprocessors (computer chips) not part of any computer system; or
 - (6) Any other computerized or electronic equipment or components; or
 - b. Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph A.1.a. of this endorsement;
 2. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph A.1. of this endorsement.
- B. If an excluded Cause of Loss as described in Paragraph A. of this endorsement results:
1. In a Covered Cause of Loss under the Crime and Fidelity Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or
 2. Under the Commercial Property Coverage Part:
 - a. In a "Specified Cause of Loss", or in elevator collision resulting from mechanical breakdown, under the Causes of Loss – Special Form; or
 - b. In a Covered Cause of Loss under the Causes of Loss – Basic Form or the Causes of Loss – Broad Form;
- we will pay only for the loss ("loss") or damage caused by such "specified Cause of Loss", elevator collision, or Covered Cause of Loss.
- C. We will not pay for repair, replacement or modification of any items in Paragraphs A.1.a. and A.1.b. of this endorsement to correct any deficiencies or change any features.
- due to the inability to correctly recognize, process, distinguish, interpret, or accept one or more dates or times. An example is the inability or computer software to recognize the year 2000.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MONEY AND SUPPLIES EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

CONTRACTORS EQUIPMENT COVERAGE FORM
INSTALLATION COVERAGE FORM
COMPUTER SYSTEMS COVERAGE FORM
MISCELLANEOUS COVERAGE FORM

The following shall be added to the list of Property Not Covered under section **A. Coverage 2. Property Not Covered:**

money and associated money supplies

Except as set forth above, all of the terms, conditions and exclusions of this policy apply and remain in effect.

Policy No.: IMEB15819

Certain Underwriters at Lloyd's, London

Date: 12/01/2024

By:

Time: 12:01 a.m.

Matt Grossberg
Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMMERCIAL INLAND MARINE POLICY

THEFT AND VANDALISM LIMITATION

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE CONDITIONS
CONTRACTORS EQUIPMENT COVERAGE FORM
INSTALLATION COVERAGE FORM
MISCELLANEOUS ARTICLES COVERAGE FORM

We do not pay for loss or damage that results from:

1. "Theft" of Covered Property from an unattended vehicle unless:

- a. it is securely locked;
- b. its windows are fully closed; and
- c. there is visible objective evidence that entry into the vehicle is forced.

This Exclusion does not apply to Covered Property in the custody of a common or contract carrier.

2. "Theft" of Covered Property from a tool box located in the open bed of a truck unless

- a. The tool box is permanently fixed or attached to the truck bed;
- b. its securely locked; and
- c. there is visible objective evidence that the tool box has been broken into or forcibly removed from the truck bed.

3. "Theft" of Covered Property left overnight in a building or structure unless there is visible objective evidence of forced entry into the building or structure. "Unattended" means (a vehicle) without a person on or in the vehicle, whose duty is to safeguard the vehicle and its cargo.

Notwithstanding any other terms, conditions, or endorsements of this policy, and as a condition precedent to any payment for loss or damage caused by or arising out of, resulting from, caused by, contributed to, or in any way involving, in whole or in part theft, attempted theft or "vandalism," you must do the following:

- (i) Obtain a written police or law enforcement report identifying the claimed item or property; and
- (ii) Provide written proof of purchase or verifiable receipt in support for any claimed item or property for any loss valued at \$500 or more:

For purposes of this endorsement, "vandalism" means willful or malicious damage to, or destruction of, Covered Property.

Except as set forth above, all of the terms, conditions and exclusions of this policy apply and remain in effect.

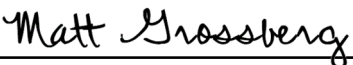
Policy No.: IMEB15819

Certain Underwriters at Lloyd's, London

Date: 12/01/2024

By:

Time: **12:01 a.m.**


Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SANCTION LIMITATION AND EXCLUSION CLAUSE

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

LMA3100
15 September 2010

Except as set forth above, all of the terms, conditions and exclusions of this policy apply and remain in effect.

Policy No.: IMEB15819

Certain Underwriters at Lloyd's, London

Date: 12/01/2024

By:

Time: 12:01 a.m.

Matt Grossberg
Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMMERCIAL INLAND MARINE POLICY

SINKHOLE LOSS EXCLUSION

This endorsement modifies coverage provided under the following:

COMMERICAL INLAND MARINE COVERAGE PART
CONTRACTORS EQUIPMENT COVERAGE FORM
INSTALLATION COVERAGE FORM
COMPUTER SYSTEMS COVERAGE FORM
MISCELLANEOUS ARTICLES COVERAGE FORM

It is understood and agreed that the policy does not cover any claim, or the requirement to investigate and incur any expense associated with the investigation related to determine a claim, for sinkhole, sinkhole activity or sinkhole loss, or suit for property damage, remediation expense, bodily injury or medical payments arising out of or caused directly or indirectly by a sinkhole, sinkhole activity or sinkhole loss. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to such loss.

Sinkhole under this provision shall mean a hole or depression formed or caused by water erosion resulting in settlement or collapse of the earth supporting such property.

Except as set forth above, all of the terms, conditions and exclusions of this policy apply and remain in effect.

Policy No.: IMEB15819

Certain Underwriters at Lloyd's, London

Date: 12/01/2024

By:

Time: 12:01 a.m.

Matt Grossberg
Authorized Representative

PROPERTY CYBER AND DATA EXCLUSION

- 1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
 - 1.1 Cyber Loss;
 - 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;regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 3 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

- 4 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.
- 5 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.
- 6 Cyber Incident means:
 - 6.1 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
 - 6.2 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.
- 7 Computer System means:
 - 7.1 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.
- 8 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.

LMA5401

11 November 2019

LLOYD'S PRIVACY POLICY STATEMENT

UNDERWRITERS AT LLOYD'S, LONDON

The Certain Underwriters at Lloyd's, London want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

INFORMATION WE COLLECT

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us, such as name, address, and social security number
- Information about your transactions with our affiliates or other third-parties, such as balances and payment history
- Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

INFORMATION WE DISCLOSE

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

CONFIDENTIALITY AND SECURITY

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

You have a right to request access to or correction of your personal information that is in our possession.

CONTACTING US

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

06/03

LSW1135B

COMMERCIAL INLAND MARINE

REPORTING CONTACTS

Claim Reporting

Sedgwick Delegated Authority
tpaclaims@sedgwick.com (Preferred Method)
1-844-319-6238 – Phone
(407) 894-6710 – Fax

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

1. Named Insured
2. Policy Number

Complaint Reporting

Integrated Specialty Coverages, LLC
Attention: General Counsel
(866) 716-7242 - Office
(866) 467-6701- Fax
info@iscmga.com
<https://www.iscmga.com/#open-contact>

Except as set forth above, all of the terms, conditions and exclusions of this policy apply and remain in effect.

Policy No.: IMEB15819

Date: 12/01/2024

Time: **12:01 a.m.**

Certain Underwriters at Lloyd's, London

By:

Matt Grossberg
Authorized Representative