

This company has been approved by the director or his designee of the South Carolina Department of Insurance to write business in this State as an eligible surplus lines insurer, but it is not afforded guaranty fund protection.

SUTTONNATIONAL
SUTTON SPECIALTY INSURANCE COMPANY

Excess Liability Policy

**FOR QUESTIONS CONCERNING POLICY COVERAGE,
CONTACT THE AGENT OR BROKER, SHOWN ON YOUR DECLARATIONS PAGE.**

FOR OTHER ASSISTANCE, CALL:

CLAIMS: 866-472-7662

CUSTOMER CARE: 800-531-4722

IN WITNESS WHEREOF, Sutton Specialty Insurance Company has caused this policy to be executed and attested, and if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



Lloyd Yavener, President



Michelle Freitag, Secretary

Sutton Specialty Insurance Company
1855 Griffin Road, Suite B-390
Dania Beach, FL 33004

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

POLICY NUMBER: ISCCX03000009564

COMMERCIAL EXCESS LIABILITY DECLARATIONS

Named Insured & Address:	Broker Name & Mailing Address:
Bohicket Construction LLC 147 Wappoo Creek Drive, Suite 403, Charleston, SC 29412 Physical Address: 147 Wappoo Creek Drive, Suite 403, Charleston, SC 29412	Sunde Ngoh Nyah 2175 Hillsdale Ave St. Paul , MN 55119
Form of Business: Other	

Policy Period: From 10/27/2025 to 10/27/2026 at 12:01 A.M. Standard Time at your mailing address shown above.

LIMITS OF INSURANCE	
Each Occurrence Limit:	\$2,000,000
Aggregate Limit, Where Applicable:	\$2,000,000

SCHEDULE OF UNDERLYING
Refer to Form Number SSISCCX SUI 01 (05/22) – Schedule of Underlying, per attached;

PREMIUM SUMMARY	
Premium:	\$5,446.13
Association Dues:	\$750.00
Surplus Lines Tax:	\$371.77
	\$6,567.90

MINIMUM EARNED PREMIUM: 15%

All rates are based on the rating basis shown above and no deductions of any kind are allowed. All premiums applicable to additional coverage(s) as required during the policy period will not apply toward the minimum earned or estimated policy premiums. All fees applicable are fully earned. Please refer to the premium summary section of the declarations for the applicable policy fees and surplus lines tax applicable under this document.

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

The Form(s) and Endorsement(s) made a part of this policy at the time of issue are listed on the Schedule of Forms and Endorsement, Form Number SSISCCX SFE 01 (05 22).

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY DECLARATIONS, COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

POLICY NUMBER: ISCCX03000009564

SCHEDULE OF FORMS AND ENDORSEMENTS

SSPJ-07-2021	Surplus Lines State Disclosures
IL P 001 01 04	Policy Jacket
	U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice To Policyholders
SSISCCX DEC 01 05 22	Commercial Excess Liability Declarations
SSISCCX SFE 01 05 22	Schedule of Forms and Endorsements
SSI-SOP-001 11 20	Schedule of Underlying Insurance
SSI-SOP-001 11 20	Notice of Service of Suit
CX 00 01 04 13	Commercial Excess Liability Coverage Form
SSISCCX CC 01 05 22	Cancellation Clause
CX 27 00 12 19	Underlying Claims-Made Coverage
SSISCCX TCDN 1118	Terrorism Coverage Disclosure Notice
SSISCCX P 301 05 22	Claim Reporting
SS PRIVACY 10 21	Sutton National Privacy Policy

POLICY NUMBER: ISCCX03000009564

SCHEDULE OF UNDERLYING

Policy Period: From 10/27/2025 to 10/27/2026 at 12:01 A.M. Standard Time at your mailing address shown above.

SCHEDULE OF THE UNDERLYING

General Liability	
Company: Obsidian Specialty Insurance Company	
Policy Number: SCB-GLM-000102642 (Claims Made)	Policy Period: 10/27/2025 - 10/27/2026
Retroactive Date (If Claims Made):	
Each Occurrence Limit:	\$1,000,000
General Aggregate Limit:	\$2,000,000
Personal/Advertising Injury Limit:	\$1,000,000
Products/Completed Operations Aggregate Limit:	\$2,000,000

Auto Liability	
Company: Not Included	
Policy Number: N/A	Policy Period: N/A
Auto Liability Combined Single Limit:	N/A
UM/UIM:	N/A

Employers Liability	
Company: Not Included	
Policy Number: N/A	Policy Period: N/A
Each Accident:	N/A
Disease Policy Limit:	N/A
Each Employee:	N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF SERVICE OF SUIT

In the event you feel that we have failed to pay a claim according to the terms of the policy, you may start "suit" against us. We will obey the order of any court of competent jurisdiction within the United States and will comply with all requirements necessary to give the court jurisdiction, and all such matters shall be determined according to the law and practice of the court.

In any "suit" brought against us concerning your policy, we will abide by the final decision of the court, including any appellate court in the event of an appeal.

Service of Suit may be made upon the Commissioner of Insurance or any other officer specified by the statute, or his/her successors in office, as our true and lawful attorney for Service of Suit instituted by you, or on your behalf or on behalf of your beneficiary, in regard to your policy and designated that such process should be mailed to Sutton Specialty Insurance Company, ATTN: General Counsel, 1855 Griffin Road, Suite B-390, Dania Beach, FL 33004. He or She is authorized to accept Service of Suit on our behalf and/or provide written notice that we will appear in court, if "suit" is instituted.

All other terms, conditions and agreements remain unchanged.

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

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

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

Other words and phrases that appear in quotation marks in this Coverage Part have special meaning. Refer to Section IV – Definitions. Other words and phrases that are not defined under this Coverage Part but defined in the "controlling underlying insurance" will have the meaning described in the policy of "controlling underlying insurance".

The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "controlling underlying insurance", unless otherwise directed by this insurance. To the extent such provisions differ or conflict, the provisions of this Coverage Part will apply. However, the coverage provided under this Coverage Part will not be broader than that provided by the applicable "controlling underlying insurance".

There may be more than one "controlling underlying insurance" listed in the Declarations and provisions in those policies conflict, and which are not superseded by the provisions of this Coverage Part. In such a case, the provisions, exclusions and limitations of the "controlling underlying insurance" applicable to the particular "event" for which a claim is made or suit is brought will apply.

SECTION I – COVERAGES

1. Insuring Agreement

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "injury or damage" to which insurance provided under this Coverage Part applies.

We will have the right and duty to defend the insured against any suit seeking damages for such "injury or damage" when the applicable limits of "controlling underlying insurance" have been exhausted in accordance with the provisions of such "controlling underlying insurance".

When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other suit seeking damages for "injury or damage".

However, we will have no duty to defend the insured against any suit seeking damages for which insurance under this policy does not apply.

At our discretion, we may investigate any "event" that may involve this insurance and settle any resultant claim or suit, for which we have the duty to defend.

But:

- (1) The amount we will pay for "ultimate net loss" is limited as described in Section II – Limits Of Insurance; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Coverage Part. However, if the policy of "controlling underlying insurance" specifies that limits are reduced by defense expenses, our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of defense expenses, judgments or settlements under this Coverage Part.
- b. This insurance applies to "injury or damage" that is subject to an applicable "retained limit". If any other limit, such as, a sublimit, is specified in the "controlling underlying insurance", this insurance does not apply to "injury or damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "controlling underlying insurance".
 - c. If the "controlling underlying insurance" requires, for a particular claim, that the "injury or damage" occur during its policy period in order for that coverage to apply, then this insurance will only apply to that "injury or damage" if it occurs during the policy period of this Coverage Part. If the "controlling underlying insurance" requires that the "event" causing the particular "injury or damage" takes place during its policy period in order for that coverage to apply, then this insurance will apply to the claim only if the "event" causing that "injury or damage" takes place during the policy period of this Coverage Part.

- d. Any additional insured under any policy of "controlling underlying insurance" will automatically be an additional insured under this insurance. If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance required by the contract, less any amounts payable by any "controlling underlying insurance".

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "controlling underlying insurance".

2. Exclusions

The following exclusions, and any other exclusions added by endorsement, apply to this Coverage Part. In addition, the exclusions applicable to any "controlling underlying insurance" apply to this insurance unless superseded by the following exclusions, or superseded by any other exclusions added by endorsement to this Coverage Part.

Insurance provided under this Coverage Part does not apply to:

a. Medical Payments

Medical payments coverage or expenses that are provided without regard to fault, whether or not provided by the applicable "controlling underlying insurance".

b. Auto

Any loss, cost or expense payable under or resulting from any of the following auto coverages:

- (1) First-party physical damage coverage;
- (2) No-fault coverage;
- (3) Personal injury protection or auto medical payments coverage; or
- (4) Uninsured or underinsured motorists coverage.

c. Pollution

- (1) "Injury or damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any 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

- (b) 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.

This exclusion does not apply to the extent that valid "controlling underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "injury or damage".

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

SECTION II – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations, and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or suits brought, or number of vehicles involved;
 - c. Persons or organizations making claims or bringing suits; or
 - d. Limits available under any "controlling underlying insurance".
2. The Limits of Insurance of this Coverage Part will apply as follows:
 - a. This insurance only applies in excess of the "retained limit".
 - b. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss", for all "injury or damage" covered under this Coverage Part.

However, this Aggregate Limit only applies to "injury or damage" that is subject to an aggregate limit of insurance under the "controlling underlying insurance".
 - c. Subject to Paragraph 2.b. above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under this insurance because of all "injury or damage" arising out of any one "event".
 - d. If the Limits of Insurance of the "controlling underlying insurance" are reduced by defense expenses by the terms of that policy, any payments for defense expenses we make will reduce our applicable Limits of Insurance in the same manner.

3. If any "controlling underlying insurance" has a policy period that is different from the policy period of this Coverage Part then, for the purposes of this insurance, the "retained limit" will only be reduced or exhausted by payments made for "injury or damage" covered under this insurance.

The Aggregate Limit of this Coverage Part applies separately to each consecutive annual period of this Coverage Part and to any remaining period of this Coverage Part of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION III – CONDITIONS

The following conditions apply. In addition, the conditions applicable to any "controlling underlying insurance" are also applicable to the coverage provided under this insurance unless superseded by the following conditions.

1. Appeals

If the "controlling underlying insurer" or insured elects not to appeal a judgment in excess of the amount of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section II – Limits Of Insurance.

2. Bankruptcy

a. Bankruptcy Of Insured

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

b. Bankruptcy Of Controlling Underlying Insurer

Bankruptcy or insolvency of the "controlling underlying insurer" will not relieve us of our obligations under this Coverage Part.

However, insurance provided under this Coverage Part will not replace any "controlling underlying insurance" in the event of bankruptcy or insolvency of the "controlling underlying insurer". The insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect and recoverable.

3. Duties In The Event Of An Event, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "event", regardless of the amount, which may result in a claim under this insurance. To the extent possible, notice should include:

- (1) How, when and where the "event" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any "injury or damage" arising out of the "event".

- b. If a claim is made or suit is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or suit and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or suit as soon as practicable.

- c. You and any other insured involved must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the suit; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury or damage" to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. First Named Insured Duties

The first Named Insured is the person or organization first named in the Declarations and is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for giving and receiving of notice of cancellation or the receipt of any return premium that may become payable.

At our request, the first Named Insured will furnish us, as soon as practicable, with a complete copy of any "controlling underlying insurance" and any subsequently issued endorsements or policies which may in any way affect the insurance provided under this Coverage Part.

5. Cancellation

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

6. Changes

This Coverage Part contains all the agreements between you and us concerning the insurance afforded. The first Named Insured is authorized by all other insureds to make changes in the terms of this Coverage Part with our consent. This Coverage Part's terms can be amended or waived only by endorsement.

7. Maintenance Of/Changes To Controlling Underlying Insurance

Any "controlling underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of aggregate limits in accordance with the provisions of such "controlling underlying insurance" that results from "injury or damage" to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "controlling underlying insurance". Failure to maintain "controlling underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect.

The first Named Insured must notify us in writing, as soon as practicable, if any "controlling underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "controlling underlying insurance" is changed.

8. Other Insurance

- a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, if no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
 - (1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and
 - (2) The total of all deductible and self-insured amounts under all that other insurance.

9. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. If this policy is auditable, the premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premium is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

10. Loss Payable

Liability under this Coverage Part does not apply to a given claim unless and until:

- a. The insured or insured's "controlling underlying insurer" has become obligated to pay the "retained limit"; and
- b. The obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant, "controlling underlying insurer" (or a representative of one or more of these) and us.

11. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a suit asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, "controlling underlying insurer" and the claimant or the claimant's legal representative.

12. Transfer Of Defense

a. Defense Transferred To Us

When the limits of "controlling underlying insurance" have been exhausted, in accordance with the provisions of "controlling underlying insurance", we may elect to have the defense transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

b. Defense Transferred By Us

When our limits of insurance have been exhausted our duty to provide a defense will cease.

We will cooperate in the transfer of control of defense to any insurer specifically written as excess over this Coverage Part of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

In the event that there is no insurance written as excess over this Coverage Part, we will cooperate in the transfer of control to the insured and its designated representative.

13. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION IV – DEFINITIONS

The definitions applicable to any "controlling underlying insurance" also apply to this insurance. In addition, the following definitions apply.

1. "Controlling underlying insurance" means any policy of insurance or self-insurance listed in the Declarations under the Schedule of "controlling underlying insurance".
2. "Controlling underlying insurer" means any insurer who provides any policy of insurance listed in the Declarations under the Schedule of "controlling underlying insurance".
3. "Event" means an occurrence, offense, accident, act, or other event, to which the applicable "controlling underlying insurance" applies.
4. "Injury or damage" means any injury or damage, covered in the applicable "controlling underlying insurance" arising from an "event".
5. "Retained limit" means the available limits of "controlling underlying insurance" applicable to the claim.
6. "Ultimate net loss" means the total sum, after reduction for recoveries, or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of:
 - a. Settlements, judgments, binding arbitration; or
 - b. Other binding alternate dispute resolution proceeding entered into with our consent.

"Ultimate net loss" includes defense expenses if the "controlling underlying insurance" specifies that limits are reduced by defense expenses.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ENDORSEMENT - CANCELLATION CLAUSE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

The cancellation provisions of Section III – Conditions are replaced by the following:

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**UNDERLYING CLAIMS-MADE COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

SCHEDULE

Retroactive Date: 10/27/2025

(Enter Date Or "NONE" If No Retroactive Date Applies.)

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

If any "controlling underlying insurance" is written on a claims-made basis, the following applies to the insurance provided by this Coverage Part which is excess over that underlying insurance:

A. Paragraph **1.c.** under **Section I – Coverages** is replaced by the following:

- c.** If the "controlling underlying insurance" requires, for a particular claim, that the "injury or damage" occur on or after the Retroactive Date shown in the Declarations of that insurance in order for that coverage to apply, then this insurance will only apply to that "injury or damage" which occurs on or after the Retroactive Date shown in the Schedule of this endorsement but before the end of the policy period of this Coverage Part. If the "controlling underlying insurance" requires, for a particular claim, that the "event" causing the particular "injury or damage" takes place on or after the Retroactive Date shown in the Declarations of that insurance in order for that coverage to apply, then this insurance will apply to the claim only if the "event" causing that "injury or damage" takes place on or after the Retroactive Date shown in the Schedule of this endorsement but before the end of the policy period of this Coverage Part.

A claim for damages for such "injury or damage" must be first made against the insured during this policy period or any extended reporting period provided under this Coverage Part. A claim will be considered first made under this Coverage Part:

- (1) When notice of such claim is received and recorded by any insured or by us, whichever comes first, if the "controlling underlying insurance" is written on a claims-made and recorded basis; or
- (2) When notice of such claim, after being received by any insured, is reported to us in writing, if the "controlling underlying insurance" is written on any other claims-made basis.

B. The following is added to **Section II – Limits Of Insurance**:

The "retained limit" will only be reduced or exhausted by payments made for:

- (1) Claims made during the policy period or any Extended Reporting Period of this Coverage Part; or
- (2) Defense expenses if the limits of "controlling underlying insurance" are reduced by defense expenses for that insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**NEW YORK CHANGES – TRANSFER OF
DUTIES WHEN A LIMIT OF INSURANCE IS USED UP**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following condition is added to **Section III – Conditions:**

Transfer Of Duties When A Limit Of Insurance Is Used Up

1. If we conclude that, based on "events", claims or suits which have been reported to us and to which this insurance may apply, the:

- a. Aggregate Limit; or
- b. Each Occurrence Limit;

is likely to be used up in the payment of judgments or settlements, we will notify the first Named Insured, in writing, to that effect.

2. When a limit of insurance described in Paragraph **a.** above has actually been used up in the payment of judgments or settlements:

- a. We will notify the first Named Insured, in writing, as soon as practicable, that:
 - (1) Such a limit has actually been used up; and
 - (2) Our duty to defend suits seeking damages subject to that limit has also ended.

- b. If we have a duty to defend we will initiate, and cooperate in, the transfer of control, to any appropriate insured, of all claims and suits seeking damages which are subject to that limit and which are reported to us before that limit is used up. That insured must cooperate in the transfer of control of said claims and suits.

We agree to take such steps, as we deem appropriate, to avoid a default in, or continue the defense of, such suits until such transfer is completed, provided the appropriate insured is cooperating in completing such transfer.

We will take no action whatsoever with respect to any claim or suit seeking damages that would have been subject to that limit, had it not been used up, if the claim or suit is reported to us after that limit of insurance has been used up.

- c. The first Named Insured, and any other insured involved in a suit seeking damages subject to that limit, must arrange for the defense of such suit within such time period as agreed to between the appropriate insured and us. Absent any such agreement, arrangements for the defense of such suit must be made as soon as practicable.
3. The first Named Insured will reimburse us for expenses we incur in taking those steps we deem appropriate in accordance with Paragraph **2.b.** above. The duty of the first Named Insured to reimburse us will begin on:
 - a. The date on which the applicable limit of insurance is used up, if we sent notice in accordance with Paragraph **1.** above; or
 - b. The date on which we sent notice in accordance with Paragraph **2.a.** above, if we did not send notice in accordance with Paragraph **1.** above.
4. The exhaustion of any limit of insurance by the payment of judgments or settlements, and the resulting end of our duty to defend, will not be affected by our failure to comply with any of the provisions of this Condition.

POLICY NUMBER: ISCCX03000009564**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY****COMMERCIAL EXCESS LIABILITY POLICY****CLAIM REPORTING**

In the event of an incident which may result in a claim, an actual claim or your receipt of suit papers please review your policy for the procedures and information required. Notice and the required information and documents should be immediately reported and provided as set forth below:

Claim Reporting

Golden State Claims Adjusters
<http://www.gstateca.com/contact-us> (Preferred Method)
claims@gstateca.com
(866) 531-1064 – Fax
(866) 472-7662 – Phone

To expedite handling of your claim, please include the following:

1. Named Insured
2. Policy Number

Please also consult your policy for additional information and documents required.

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

Privacy Policy

Last Updated: October 1, 2021

I. Who Are We?

Sutton Specialty Insurance Company ("Sutton Specialty") is an insurance company headquartered in Dania Beach, Florida, USA.

If you have any questions or comments about this Privacy Policy or our practices, or wish to make a request regarding your Personal Information, please contact us as follows:

Sutton Specialty Insurance Company
1855 Griffin Road
Suite B-390
Dania Beach, Florida 33004
Phone: 888-846-4238
contact@suttonnational.com

II. What is Covered by This Privacy Policy?

This Privacy Policy describes Sutton Specialty's policies and practices regarding its collection and use of your personal data and sets forth your privacy rights. This Privacy Policy applies both to our online information gathering and dissemination practices in connection with this website and its various pages (the "Site"), and personal information we collect or receive offline, whether directly from you or from other sources. When you use the Site, you consent to the use of your information in the manner specified in this Privacy Policy.

If you have arrived at this Privacy Policy by clicking through a link on our Site, or by searching for or clicking on a link directing you to any page of our Site, then this Privacy Policy applies to you. This policy may change periodically, as we undertake new personal data practices or adopt new privacy policies, so please check back from time to time. By your continued use of the Site, you consent to the terms of the revised policy.

Use of our Site is strictly limited to persons who are of legal age in the jurisdictions in which they reside. You must be at least eighteen (18) years of age to use our Site. If you are not at least 18 years of age, please do not use or provide any information through this Site.

This Privacy Policy does not apply to any website owned and/or operated by or on behalf of any other entity, including any entities that may have invested in our company or other affiliates or business partners, even if our Site posts a link to those other websites and you click through from our Site. To the extent that you visit and/or disclose information through other sites, you are subject to the privacy policies and practices of those sites.

III. What Personal Information Do We Collect, From Where, And Why?

The following is a description of: (i) the categories of Personal Information we may have collected in the preceding 12 months, whether offline or online; (ii) the sources from which we may have collected it; and (iii) the business purposes for which we may have collected it.

A. Information we do NOT knowingly collect.

We do not knowingly solicit, collect, or receive information from or about minors (under the age of eighteen) or persons residing outside the U.S.A.

B. Information that You provide to us directly.**Through our Site or for Customer Service**

You may choose to voluntarily submit or otherwise disclose personal information to us (e.g., name, email address, phone number, and a personalized message about your inquiry), through the "Contact Us" features on our Site, or through mail, e-mail, telephone, fax or electronically. If you initiate contact or correspond with us, we may keep a record of your contact information and correspondence, whether oral or written, and we reserve the right to use your contact information, and any other information that you provide to us in your message, to respond thereto or to offer customer service and attempt to resolve your request or inquiry.

If you wish to change or correct any information voluntarily submitted to us, please do so by contacting us in the manner described above.

When Applying for our Product or Creating a Contract with Us

You may submit information to us when you apply for services or products that we offer and/or create an account with us. This information typically includes your name, email address, address, phone number, date of birth, social security number, income information, and account information, bank account information, login and passcode, lawsuit or judgment information, insurance information, etc. We use this information to respond to your inquiries and requests; provide support services to you; assess your satisfaction with our services; protect against and detect fraud in relation to your contract. We use this information to determine whether to issue a contract and to administer contracts when issued. We may need similar information to change the owner designation of the contract, support a change of address, or other administrative requirements.

Disbursing Proceeds to You

If we are paying a claim for one of our products, we or our delegates may collect certain information about you or your name, contact information, address, bank account information, and other related facts. We use this information to administer contracts when issued, to determine when you are eligible for payment on a claim, and to make payments on claims.

When Applying for a Job with Us

You may choose to voluntarily submit information to us when you apply to work for us as an employee or independent contractor. This information typically includes your name, email address, address, phone number, resume (including but not limited to, employment history, education information, skills, interests). We use this information to evaluate your application.

C. Information from Third Parties acting on your behalf.

We may receive and maintain personal information (e.g., name, address, telephone number, email address, date of birth, social security number, account numbers, account balances, account values, investments, financial or banking information.) contained in communications with someone other than you, such as your spouse, power of attorney, authorized representative, custodians or your attorney.

D. Information we receive from our Service Providers.

We receive and maintain personal information from our Service Providers. Service Providers are persons or entities that we contract with to provide a material service in connection with property and casualty insurance products. Information that we typically may receive includes IP address, web activity, geolocation, residential address, phone number, financial information, letter vendors, bankruptcy activity letter correspondence, and email communications.

E. Information automatically collected by Use of this Site.

As with most websites, our Site automatically collects certain information during a user's visit to the Site. The information may include internet protocol (IP) addresses, the location where the device is accessing the internet, browser type, operating system and other information about the usage of the Site, including a history of pages viewed. We use this information to improve the Site's design, estimate user volume and usage patterns, speed up searches, and improve the user experience by customizing options and recognizing return users. We may also use this information to help diagnose problems with our server and to administer our website, analyze trends, track visitor movements, and gather broad demographic information that assists us in identifying visitor preferences. More specifically:

(i) IP Address

Each time you visit our Site, we may automatically collect your internet protocol (IP) address and the web page from which you came. In order to administer and optimize the Site for you and to diagnose and resolve potential issues with or security threats to our Site or to the company, we may use an IP address to help identify users and to gather broad demographic information about them.

(ii) Cookies, Pixel Tags, and Web Beacons

Cookies (browser or flash) are small files that a site or its service provider transfers to your device through your web browser (if you allow) that enables the site's or service provider's systems to recognize your browser and capture and remember certain information. We use cookies to optimize Site functionality and improve a user's experience while navigating through the Site. Most or all browsers permit you to disable or reject cookies. You can do this by adjusting your preferences in the browser. **You can also click on the "Privacy and Cookies Policy" banner at the bottom of the Site and adjust Cookie Settings to accept or reject certain cookies used by our Site.**

Our Site may incorporate "pixel tags," "web beacons," or similar tracking technologies (collectively, "pixel tags") that track the actions of Site users. Pixel tags are used to collect information, such as the internet service provider, IP address, the type of browser software and operating system being used, the date and time the Site is accessed, the website

address, if any, from which a user linked directly to the Site and/or the website address, if any, to which the user travels from the Site and other similar traffic-related information.

We may aggregate information collected from Site visits by various users to help us improve the Site and the services that we provide through the Site.

(iii) Do Not Track

Our Site tracks when visitors to our website enter through a marketing landing page. The Site also keeps a record of third-party websites accessed when a user is on our Site and clicks on a hyperlink. But we do not track users to subsequent sites and do not serve targeted advertising to them.

(iv) Analytics Information

Web servers for the Site may gather certain anonymous navigational information about where visitors go on our Site and information about the technical efficiencies of our Site and services. Anonymous information does not directly or indirectly identify, and cannot reasonably be used to identify, a particular individual. Examples of anonymous information may include certain information about the internet browser, domain type, service provider and IP address information collected through tracking technologies and aggregated or de-identified data. We use anonymous analytics information to operate, maintain, and provide to you the features and functionality of the Site.

We use Google Analytics ("GA") and other analytics tools for aggregated, anonymized website traffic analysis. In order to track session usage, Google drops a cookie with a randomly generated ClientID in a user's browser. This ID is anonymized and contains no identifiable information like email, phone number, name, etc. We also send Google IP Addresses. We use GA to track aggregated website behavior, such as what pages a user looked at, for how long, etc. This information helps us improve the user experience and determine Site effectiveness. You have the option to delete your cookies and/or install the [Google Analytics Opt-Out Browser Add-On](https://tools.google.com/dlpage/gaoptout). (<https://tools.google.com/dlpage/gaoptout>).

IV. What Personal Information Do We Share with Others?

A. We Do Not Sell Personal Information.

We do not sell any of your Personal Information. Except as described in this Privacy Policy, we also do not disclose to third-parties information about your visits to our Site. **Accordingly, Sutton Specialty has not sold Personal Information since the acquisition of the company on January 1, 2019, by its new owners.**

We do not knowingly collect and do not, and will not, sell Personal Information of minors under 18 years of age without first obtaining affirmative authorization.

B. Sharing Information with our Affiliates and Service Providers.

We may share your non-public personal information and other information that we have collected with our affiliates and Service Providers.

Service Providers are persons and entities that we contract with to provide us a material service in connection with our business activities. Our Service Providers include law firms, accounting firms, accounts receivable management companies, data analytics companies, location service companies, delivery services, technological support companies, banks, or other financial institutions.

In connection with providing business services to us, one or more of our Service Providers may have access to your non-public personal information. This personal information will not be used for any purpose other than as reasonably necessary to perform a business purpose that we authorize, and it will not be further used by the Service Provider or disclosed to any Third Party.

C. Sharing Information with our Investors.

We may share your non-public personal information and other information that we have collected with entities that invest in our company. This information may include a name, address, phone number, e-mail address, date of birth, social security number, financial or banking information, credit information, account numbers, account balances, payment information, information contained on credit, service, or product applications, insurance applications or claims, etc.

An investor may have access to, receive, or use this information for purposes of auditing, risk management, and in connection with the shared services the investor offers to us as a portfolio company, including accounting, legal, capital markets, data analytics, human resources, information technology and marketing services.

D. Sharing Personal Information at Your Direction.

We may share your personal information with Third Parties to whom you authorize us in advance to intentionally disclose to or allow to use your personal information in connection with the services that we provide.

E. Sale of our Company or Company Assets.

In the event of a sale, assignment, liquidation, or transfer of our assets or of any portion of our business, we reserve the right to transfer any and all information that we collect from individuals, or that we otherwise collect in connection with use of the Site, to unaffiliated third party purchasers.

F. Monitoring, Law Enforcement and Legal Requests.

We reserve the right, at all times, to monitor, review, retain and/or disclose any information, including non-public personal information, as may be necessary to satisfy any applicable law, regulation, legal process or governmental request or to cooperate with or comply with requests from law enforcement and other authorities. We may also use such personal information if required to internally investigate fraud or when it is necessary to protect the Site, the company,

our affiliates, or others.

G. Our Internal Use and Research

We reserve the right to use and disclose de-identified information; anonymized information; aggregated information or publicly available information that has not been combined with nonpublic personal information for purposes including, but not limited to, our own internal use, data mining, and research.

V. How Do We Protect Personal Information?

We take reasonable security procedures and practices appropriate to protect personal Information from loss, misuse, unauthorized access, disclosure, alteration and destruction. We maintain physical, electronic and procedural safeguards designed to protect against the unauthorized disclosure of personal information, and personal information is disposed of properly and securely utilizing industry standards. Our data security policies and practices are periodically reviewed and modified as necessary.

VI. Terms of Use

Please also visit our [Terms of Use](#) section establishing the use, disclaimers, and limitations of liability governing the use of our Site.

**** THE INFORMATION BELOW APPLIES TO CALIFORNIA RESIDENTS****

VII. Your Rights Under The California Consumer Privacy Act.

A. The CCPA and "Personal Information."

The California Consumer Privacy Act ("CCPA"), effective as of January 1, 2020, grants privacy rights to California consumers in connection with their Personal Information.

Personal Information ("**PI**") is "information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household."

A consumer has rights regarding his/her PI when dealing with a covered business, including:

- A right to know what **PI** is collected regardless whether electronically or orally, used, shared or sold by the business;
- A right to access **PI** collected and retained by the business;
- A right to require businesses and, by extension, their service providers, to delete PI, subject to certain exceptions;
- A right to opt-out of the business' sale of **PI**; and
- A right to non-discrimination in terms of pricing or service for choosing to exercise a privacy right under the CCPA.

B. Consumer Right to a Notice of Collection.

A business subject to the CCPA must, at or before the point of collection of **PI**, inform a consumer as to the categories to be collected and the purposes for which it shall be used. A service provider that receives or collects **PI** on behalf of, or at the direction of, a covered business may not be required to provide a notice of collection.

C. Consumer Right to Know.

A covered business must disclose in its privacy policy the **PI** it has collected, sold, or disclosed for a business purpose in the past 12 months.

Collection: A business must disclose the following in response to a verifiable request:

- The categories of **PI** the business has collected about the consumer;
- The categories of sources from which that **PI** was collected;
- The business or commercial purpose for collecting or selling **PI**;
- The categories of third parties with which the business shares **PI**; and
- The specific pieces of **PI** the business has collected about the consumer making the request;

Sale: A business that sells **PI** or discloses it for a business purpose must disclose, in response to a verifiable request, the following:

- The categories of **PI** collected about the individual consumer
- The categories of **PI** the business sold about the individual consumer, and the categories of third parties to which it was sold. Or, if the business has not sold any of the consumer's **PI**, it must state that fact.
- The categories of **PI** the business has disclosed about the individual consumer for a business purpose. Or, if the business has not disclosed the consumer's **PI** for a business purpose, it must state that fact.

D. Consumer Right to Delete Directed to a Covered Business.

A California consumer has the right to request that a covered business delete his/her **PI**, subject to certain exceptions. Once a request is reasonably verified by the covered business, the **PI** requested to be deleted must be removed from the records held by that business. The business must also direct its Service Providers with whom the information was shared to also delete the information, unless it is subject to an exception.

A request to delete may be denied if retaining the information is necessary for the business or its Service Providers to:

1. Complete the transaction for which it collected the **PI**, provide a good or service requested by the consumer, take action reasonably anticipated within the context of the ongoing business relationship with the consumer, or otherwise perform a contract with the consumer.

2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on the consumer's relationship with the business.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of the information that are compatible with the context in which the consumer provided it.

E. Consumer Right to Non-Discrimination.

A business must not discriminate against a consumer who exercises CCPA rights. A business may charge different prices or provide a different quality of goods or services, but only if the difference is reasonably related to the value provided to the consumer by the consumer's data. A business may offer financial incentives to a consumer for the collection, sale, or deletion of personal information on a prior, opt-in consent basis.

F. Consumer Right to Opt-Out.

A covered business that sells PI to third parties must provide notice to consumers and clearly inform them of the right to opt out of the sale. A business that sells PI also must provide a "Do Not Sell My Personal Information" link on its internet homepage that links to a webpage that enables the consumer to opt out of the sale of his or her PI.

A business is prohibited from selling the PI of a consumer the business knows is less than 16 years of age, unless (for a child between 13 and 16 years of age) the child has affirmatively authorized the sale or (for a child less than 13 years of age) the child's parent or guardian has affirmatively authorized the sale.

G. Privacy Policy Requirements.

A covered business must include the following in its online privacy policy, which should be updated every 12 months:

- A description of consumer CCPA rights, including the right to opt out of the sale of PI and a separate link to a "Do Not Sell My Personal Information" internet webpage if the business sells PI;
- The method(s) by which a CCPA request can be submitted; and

- A list of the categories of PI the business has collected, sold, or disclosed for a business purpose in the preceding 12 months.

VIII. How Do I Make a CCPA Request?

A. Instructions for Submitting a Request.

If you are a California consumer and wish to make a CCPA request to us, you may submit your request by:

Fill out a Form on our Website: <https://suttonnational.com/privacy-requests>

Call us, Toll-Free, at: 1-877-201-1125

We will confirm receipt of your request within 10 days of receiving it. The confirmation will provide a ticket number for your request, information about how we will process and attempt to verify your request, and by when you should expect to receive a response.

Note that we are only required to respond to your request to know - for access or data portability - two times in any 12-month period.

We are required to keep records of your CCPA request for at least 24 months, including any assigned ticket number, the request date and nature of the request, the manner in which the request was made, the date and nature of our response, and the basis for the denial of the request if the request is denied in whole or in part.

B. We Need to Verify Your CCPA Request.

We need to be reasonably sure that the person making the request regarding your PI is you, or a representative that you have authorized to make a request on your behalf.

We cannot respond to your request or provide you with PI if we cannot verify your identity or your authority to make a request on behalf of another person. Accordingly, at the time you submit your request, we will request that you provide us certain information, such as your full name, date of birth, and address, that will allow us to attempt to reasonably verify you are either the person about whom we collected PI or an authorized representative of that person.

To the extent possible, we will not ask you for new PI to verify your request but will instead attempt to use the verification data you provide to cross-check information available in existing records. If we are unable to verify your request without requesting new PI, we will delete that new information as soon as practical after processing your CCPA request, except as may be required to comply with the CCPA's request record retention requirements.

You are not required to create an account with us to verify your request. We will only use PI you provide for verification to attempt to verify your identity or your authority to make the request for another person.

Please note that certain requests require different levels of verification, depending on the sensitivity of the information at issue. For example, if you request to know the specific pieces of information we hold, and not just the categories, we will require, in addition to matching data points, your submission of a written declaration under penalty of perjury that you are the consumer whose PI is the subject of the request. In addition, certain pieces of information, such as a social

security number, driver's license number or other government-issued identification number, or financial account information, will not be disclosed in response to a CCPA request.

If you wish to authorize someone else to act on your behalf, we must receive proof that this person is authorized to do so. Proof can be provided by a consumer verifying his/her own identity directly with us and then providing written authority for a designated person to act on the consumer's behalf, or through receipt of a power of attorney or proof that the person is registered with the California Secretary of State as your designated authorized representative. You may also make a verifiable consumer request on behalf of your minor child.

C. Our Response to Your CCPA Request.

Within 10 days of receipt of your CCPA request, we will provide an initial confirmation of receipt with an assigned ticket number by email or U.S. Mail.

If you submit a Request to Delete, we must re-confirm your choice to delete the specified information after your request has been verified and before the data is deleted.

We strive to provide a response to a verifiable consumer request within 45 days of its receipt, regardless of the time it takes to verify the request. If we need additional time, we will inform you of the reason.

We will send our response to your request by U.S. mail or email, at your option. Any information we provide will cover only the 12-month period preceding receipt of your request.

If we cannot respond to or comply with your Request to Know or Request to Delete, say because we cannot verify your identity or because an exception applies, we will explain our reasoning and decision in our response.

We do not charge a fee to process or respond to your request unless it is excessive, repetitive, or manifestly unfounded, and we have informed you in writing of the reasoning behind a charge and its estimated cost. We will provide a cost estimate before completing your request if we determine that a charge is warranted.

IX. How Do I Get Information Regarding Pending CCPA Requests?

If you have any questions about a pending CCPA request, please contact us as follows, and provide your ticket number:

Call us, Toll-Free, at: 1-877-201-1125

E-mail Us at: contact@suttonnational.com

SUTTON SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

Excess Liability 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

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Applicant

DISCLOSURE OF PREMIUM

Your premium for terrorism coverage is: 250.00
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.

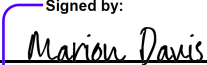
REJECTION STATEMENT

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.

Bohicket Construction LLC

Applicant:

Signed by:


Signature of Applicant: APD080EE22304E3...

10/27/2025

Date:

Marion Davis

Printed Name:

Acknowledgment

3730034



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Applicant