

CONTRACT DOCUMENT**EFFECTED THROUGH**

Lockton Companies LLP
(Authorised and Regulated by the Financial Conduct Authority)

of

The St Botolph Building, 138 Houndsditch, London EC3A 7AG

Unique Market Reference: B0713CMTRB2500496

THIS IS TO CERTIFY that in accordance with the authorisation granted under the Contract Number B0713CMTRO2400299 Binder Pol No to the undersigned by certain Underwriters as detailed herein, and in consideration of the premium specified herein, the said Underwriters are hereby bound to insure in accordance with the terms and conditions contained herein or endorsed hereon.

The Insured is requested to read this Contract Document and, if it is incorrect, return it immediately for alteration.

In all communications the Unique Market Reference or Policy Number appearing herein should be quoted. Enquiries should be made initially to your broker or to Lockton Companies LLP.

Notice to Insured's**THE NAME AND ADDRESS TO WHOM THE INSURED SHOULD DIRECT ALL CLAIMS AND OTHER ENQUIRIES:**

Lockton Companies
8110 E Union Ave, Suite 100 Denver, CO 80237

Lockton Companies, LLP,
The St. Botolph Building,
138 Houndsditch,
London, EC3A 7AG

Lockton LLP acts as agent for the Underwriters in performing its duties under the agreement.

THE ADDRESS OF POLICYHOLDER AND MARKET ASSISTANCE, LLOYD'S:

Policyholder and Market Assistance,
Lloyd's Market Services,
G6 / 86, One Lime Street,
London, EC3M 7HA

THE ADDRESS OF THE FINANCIAL CONDUCT AUTHORITY (FCA):

Financial Conduct Authority,
25 The North Colonnade,
Canary Wharf,
London, E14 5HS

COMPLAINTS NOTICE:

Any enquiry or complaint should be addressed in the first instance to your broker or to Lockton Companies, LLP, as detailed above.

If you are not satisfied with the way a complaint has been dealt with you may ask the Policy Holder and Market Assistance Department at Lloyd's to review your case without prejudice to your rights in law.

Risk Details

**UNIQUE MARKET
REFERENCE****Unique Market****Reference:**

B0713CMTRB2500496

**Placing Broker Unique
Identifier:**

0713

**ATTACHING TO
DELEGATED
UNDERWRITING
CONTRACT
REFERENCE****Contract Reference:**

B0173CMTRO2400299

TYPE**Contract Classification:**

Insurance

Description:

Section A: TERRORISM AND SABOTAGE INSURANCE, as more fully defined in the Policy Wording

Section B: TERRORISM LIABILITY INSURANCE, as more fully defined in the Policy Wording

**ORIGINAL
INSURED****Name:**

Sako and Partners Lower Holdings, LLC and/or any owned, controlled, associated, affiliated and subsidiary companies including but not limited to joint ventures, partnerships, investments and other interests of the Named Insured but solely as respects the interests of the Named Insured and including automatically the interests of any parent, trust, corporation, owner, entity, or individual in the Named Insured and as more fully defined in the Risk Details section of the Market Reform Contract.

Additional Insureds:

Asset Living IP, LLC
Asset Campus International, LLC
Asset Living Risk Management, LLC
Asset Campus USA, LLC
Asset Plus USA, LLC
Asset Receiver USA, LLC
JMG Realty, LLC J
MG Realty, Inc.

	Street No. and Street:	945 Bunker Hill Road, Floor 14
	City:	Houston
	Postcode:	77024
	Country:	United States of America
	Country Sub-Division:	Texas
INTEREST	Interest:	<p>Section A: ALL REAL AND PERSONAL PROPERTY and BUSINESS INTERRUPTION, as more fully defined in the Policy Wording.</p> <p>Section B: To indemnify the insured for any damages and claims expenses which the Insured shall become legally liable to pay because of any claim or claims for bodily injury and/or property damage caused by an a Act or series of acts of Terrorism and/or Act or series of acts of Sabotage, as more fully defined in the Policy Wording.</p>
PERIOD	From:	1 April 2025
	To:	1 April 2026 both days at 12.01 a.m. Standard Time at the location of the property (re)insured.
SUM (RE)INSURED/ LIMIT	Sum (Re)Insured:	<p>In Respect of Section A: USD 250,000,000 Each Occurrence and in the annual aggregate in respect of Terrorism and/or Sabotage Insurance.</p> <p>In Respect of Section B: USD 50,000,000 Each Occurrence and in the Annual Aggregate in respect of Terrorism Liability</p> <p>In Respect of Sections A and B: In no event will Underwriters pay more than USD 250,000,000 in the aggregate in respect of Section A and B combined.</p> <p>Excess of a deductible amount as detailed herein.</p> <p>Subject to the Schedule of Programme Sub-Limits, and as defined in the Policy Wordings</p>

**PROGRAM
SUBLIMITS**

The following Program Sub-limits apply per occurrence and excess of program deductibles, unless otherwise stated, and shall apply over this Policy and all other applicable Policies combined. Program Sub-limits shall not be construed to increase the Limit(s) of this Policy.

Each sub-limit stated in this Policy applies as part of, and not in addition to, the overall Policy limit for an occurrence insured hereunder. Each sub-limit is the maximum amount potentially recoverable from all insurance layers combined for all insured loss, damage, expense, time element or other insured interest arising from or relating to that aspect of the occurrence, including but not limited to type of property, construction, geographic area, zone, location, or peril.

Accounts Receivable	Included
Automatic Additions	up to 10% of the Total Insured Values declared
Denial of Access Including Civil or Military Order / Maximum Period of Indemnity - 60 days	10% of Sum Insured but not to exceed USD 35,000,000 or the Sum Insured in aggregate during the Period of Insurance, whichever is the lesser
Contingent Business Interruption (Named Customers / Name Suppliers) / Maximum Period of Indemnity - 60 days	10% of Sum Insured but not to exceed USD 35,000,000 or the Sum Insured in aggregate during the Period of Insurance, whichever is the lesser
Contingent Business Interruption (Unnamed Customers/ Unnamed Suppliers) within the United States of America and Canada only / Maximum Period of Indemnity - 60 days	10% of Sum Insured but not to exceed USD 5,000,000 or the Sum Insured in aggregate during the Period of Insurance, whichever is the lesser
Debris Removal and Cost of Clean-up	Included
Demolition and Increased Cost of Construction	Included
Expediting Expenses	Included
Extra Expense	Included

Fire Brigade charges and Extinguishing Expenses	Included
Gross Earnings	Included
Gross Earnings – Extended Period of Indemnity	365 Days
Inland Transit	Included
Leasehold Interest	Included
Miscellaneous Unnamed Locations	up to 10% of the Total Insured Values declared at Inception but not to exceed the Sum Insured
Malicious Threat	USD 500,000 in the aggregate during the Period of Insurance
Loss of Attraction	USD 5,000,000 in the aggregate during the Period of Insurance
Public Relations Expenses	USD 1,000,000 in the aggregate during the Period of Insurance
Rent Receivable	Included within the Overall Policy Limit if Rent Receivable values have been declared and agreed by Underwriters
Royalties	Included
Service Interruption	Included
Tax Treatment of Profits	Included
Unintentional Errors and Omissions	Included

If the words, NOT COVERED are shown above, instead of a limit, sub-limit amount or number of days, or if a specified amount or number of days is not shown corresponding to any coverage or peril insured, then no coverage is provided for that coverage or peril insured.

DEDUCTIBLE(S):**SECTION A**

USD 25,000 Each Occurrence and in respect of Property Damage and Business Interruption combined.

SECTION B

Nil in respect of Combined Liability Insurance.

Waiting Period(s)

Denial of Access including Civil or Military Order: 24 hours

Contingent Business Interruption: 24 hours

Service Interruption: 24 hours

Loss of Attraction: 24 hours

Malicious Threat : 2 hours

The Underwriter will not be liable for any loss or damage unless the period of interruption exceeds the specified waiting period. Once the waiting period is exceeded, coverage then applies to the entire period of interruption subject to the Deductibles(s) and Program Sublimits.

SITUATION

United States of America, as per schedule of values seen and agreed by Underwriters

CONDITIONS

Wherever there is reference to Assured the same shall be deemed to read Insured.

Wherever there is reference to Underwriters the same shall be deemed to read Insurers.

Where any reference is made to Queen's Counsel the same shall be deemed to read King's Counsel

Applicable to Section A only:

Policy Wording: LMA3030 (Amended) Terrorism Insurance Physical Loss or Damage

Wording including Time Element Extensions.

LMA9185 (Amended) Policyholder Disclosure Notice of Terrorism Insurance Coverage.

Applicable to Section B only:

Policy Wording: Combined EL/GL (US) V4 2021)

Loss Payees and/or Mortgagees and/or Additional Named Insured's automatically agreed hereon as and where applicable without advice.

Agree, if required, to allow agent to issue Certificates and/or Verifications and/or Evidence of Insurance without advice.

Final going in values and premium to be agreed by the Slip Leader only.

Underwriters hereon agree to maintain written dollar lines part of a reduced Sum Insured at terms agreed Slip Leader only.

Applicable to All Sections:

LMA3100A Sanction Limitation Clause, as attached
LMA5583B Territorial Exclusion Clause, as attached
Zip Code Limitation Clause as attached, as attached

Notification of Claims:

Lockton Companies
8110 E Union Ave, Suite 100 Denver, CO 80237

Global Risks Claims, Lockton Companies LLP,
The St Botolph Building, 138 Houndsditch, London, EC3A 7AG

NOTICES

LMA9080E Texas Complaints Notice
LMA9079 Texas Surplus Lines Notice

**CHOICE OF LAW
AND
JURISDICTION****Choice of Law:**

This Policy shall be subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of the Service of Suit clause within this Policy.

Service of Suit:
LMA5020 Service of Suit (U.S.A.) naming:
Lloyd's America Inc.
Attention: Legal Department
280 Park Avenue, East Tower, 25th Floor New York, NY 10017

PREMIUM**PREMIUM
PAYMENT TERMS**

To be paid to Lockton Companies LLP within 60 days of inception, being 31st May 2025

**TAXES PAYABLE
BY THE
(RE)INSURED AND
ADMINISTERED BY
THE
(RE)INSURERS**

Not Applicable

**(RE)INSURER
CONTRACT
DOCUMENTATION**

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

Any further documentation changing this contract, agreed in accordance with the contract changes provisions set out in this contract, shall form the evidence of such change.

Wherever there is reference to "Insured", "Assured" or "Policyholder" in this document, they shall be deemed to have the same meaning.

Wherever there is reference to "Insurer" or "Underwriter" in this document, they shall be deemed to have the same meaning.

This contract is subject to US state surplus lines requirements. It is the responsibility of the surplus lines broker to affix a surplus lines notice to the contract document before it is provided to the insured. In the event that the surplus lines notice is not affixed to the contract document the insured should contact the surplus lines broker.

**RECORDING,
TRANSMITTING &
STORING
INFORMATION**

Where Lockton Companies LLP maintains risk and claim data / information / documents Lockton Companies LLP may hold and transmit data / information / documents electronically.

**NOTICE OF
CANCELLATION
PROVISIONS:**

Where (re)insurers have the right to give notice of cancellation, in accordance with the provisions of the contract, then to the extent provided by the contract any (re)insurer may issue such notice in respect of its own participation.

Information

As per Lockton Companies LLP Underwriting information, which seen, noted, understood and agreed by Underwriters hereon and held on file at Lockton Companies LLP

Values:

Section B

Loss Record*: No Known or Reported Losses, Threats or Incidents within the past 5 years

*As per email from Lockton Denver dated 2nd April 2025, which held on file by Lockton Companies LLP

Clauses

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE]

U.S. TERRORISM RISK INSURANCE ACT

Coverage for acts of terrorism is already included in the policy (including any quotation for insurance) to which this notice applies. You should know that, under the policy, any losses caused by certified acts of terrorism would be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurer providing the coverage. However, your policy may contain other exclusions which might affect your coverage, such as exclusion for nuclear events. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of 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. The Terrorism Risk Insurance Act, as amended, contains a USD100 billion cap that limits U.S. Government reimbursement as well as Underwriter's liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds USD100 billion in any one calendar year. This cap on the limits set by the Terrorism Risk Insurance Act as amended, shall not limit or reduce the coverage hereunder.

Underwriters have determined an allocation of the premium for Terrorism Risk Insurance Act coverage. The allocation Underwriters have made in respect of United States exposures to an "act of terrorism", as defined under Terrorism Risk Insurance Act as amended, is stated herein together with the current premium.

Notwithstanding the Terrorism Risk Insurance Act as amended, this contract insures against all terrorism perils in accordance with the terms, definitions, conditions and exclusions of this contract. This contract includes coverage for terrorism losses that are outside the Terrorism Risk Insurance Act as amended definition of an "act of terrorism" as above. It also provides coverage for the Insured according to the contract terms, definitions, conditions, exclusions and limits, irrespective of any cap.

It is hereby understood and agreed that any amendments made to United States legislation in respect of Terrorism Risk Insurance Act as amended which may increase the liability of the Insured with respect to the subject matter insured hereunder and shall not increase the liability of Underwriters, unless specifically agreed in writing.

09 January 2020

LMA9185 (amended)

Form approved by Lloyd's Market Association

TEXAS COMPLAINTS NOTICE**Have a complaint or need help?**

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Lockton Companies LLC

To get information or file a complaint with your insurance company or HMO:

Call: Lockton companies LLC at 001 816 960 9000

Email: kc-inquiries@locktoncompanies.com

Mail: 444 W. 47th Street, Suite 900

Kansas City, Missouri 64112

UNITED STATES

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030

¿Tiene una queja o necesita ayuda? [1]

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Lockton Companies LLC

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Lockton companies LLC at 001 816 960 9000

Correo electrónico: kc-inquiries@locktoncompanies.com

Dirección postal: 444 W. 47th Street, Suite 900

Kansas City, Missouri 64112

UNITED STATES

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030

LMA9080E

16 June 2023

ZIP CODE LIMITATION CLAUSE

Notwithstanding anything contained in the foregoing to the contrary, the prior written agreement of the Underwriters shall be required for any additional property and/or interests located in any of the following areas:

U.S.A

<u>City:</u>	<u>Postal Zip Codes commencing with the following numbers:</u>
New York, NY:	Manhattan
Chicago, IL:	60601 through 60611
San Francisco, CA:	94101 through 94134
Los Angeles, CA:	90071, 90015, 90057, 90013, 90026
Boston, MA:	02127

All other terms, conditions and clauses remain unaltered.

TEXAS SURPLUS LINES NOTICE

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a (insert appropriate tax rate) percent tax on gross premium.

LMA9079

01 September 2013

SANCTIONS LIMITATION 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.

LMA3100A

5 October 2023

SERVICE OF SUIT CLAUSE (U.S.A.)

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance (or reinsurance).

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), 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 Lloyd's America Inc. Attention: Legal Department, 280 Park Avenue, East Tower, 25th Floor New York, NY 10017. 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 the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) 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 hereon 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 Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), 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.

14/09/2005

LMA5020

Form approved by Lloyd's Market Association

TERRITORIAL EXCLUSION: RUSSIA, UKRAINE AND BELARUS

Notwithstanding anything to the contrary in this Policy, this Policy excludes any loss, damage, liability, cost or expense of whatsoever nature, directly or indirectly arising from or in respect of any:

- i. entity domiciled, resident, located, incorporated, registered or established in an **Excluded Territory**;
- ii. property or asset located in an **Excluded Territory**;
- iii. individual that is physically in an **Excluded Territory**;
- iv. claim, action, suit or enforcement proceeding brought or maintained in an **Excluded Territory**;
- v. payment in an **Excluded Territory**.

This exclusion will not apply to any coverage or benefit required to be provided by the insurer by law or regulation applicable to that insurer, however, the terms of any sanctions clause will prevail.

For purposes of this exclusion, "**Excluded Territory**" means:

- Belarus (Republic of Belarus); and
- Russian Federation; and
- Ukraine (including any disputed regions of Ukraine and including the Crimean Peninsula)

All other terms, conditions and exclusions remain unchanged.

LMA5583B

8 March 2023

Subscription Agreement

CONTRACT LEADER

Lloyd's Underwriting Syndicate No. AAL 2012/ ASL 1955

THE BUREAU(X) LEADER(S)

If applicable, as stated here (which takes precedence) or in PPL written lines; otherwise as appointed by default to whichever Bureau Leader has the largest signed line and, in the event of there being more than one of those, whichever Bureau Leader entered the contract on PPL the earliest of them.

Lloyd's Leader: Lloyd's Underwriting Syndicate No. AAL 2012/ ASL 1955

LIRMA Leader: N/A

ILU Leader: N/A

BASIS OF AGREEMENT TO CONTRACT CHANGES

In accordance with the terms and conditions of Binding Authority agreement B0713CMTRO2400299, to which this declaration attaches.

OTHER AGREEMENT PARTIES FOR CONTRACT CHANGES, FOR PART 2 GUA CHANGES ONLY

In accordance with the terms and conditions of Binding Authority agreement B0713CMTRO2400299, to which this declaration attaches.

AGREEMENT PARTIES FOR CONTRACT CHANGES, FOR THEIR PROPORTION ONLY

None

BASIS OF CLAIMS AGREEMENT

To be managed in accordance with:

Single Claims Agreement Party (SCAP) Arrangement: The Single Claims Agreement Party Arrangements (LMA9150) for claims or circumstances assigned as Single Claims Agreement Party Claims (SCAP Claims) or, where it is not applicable, then the following shall apply as appropriate:

Lloyd's Claims Lead Arrangements: The Lloyd's Claims Lead Arrangements as amended from time to time, or any successor thereto.

IUA Claims Agreement Practices: International Underwriting Association of London IUA claims agreement practices.

Individual (Re)Insurer Agreement: The practices of any (re)insurers electing to agree claims in respect of their own participation.

The applicable arrangements (scheme, agreement, or practices) will be determined by the rules and scope of said arrangements and should be referred to as appropriate.

CLAIMS AGREEMENT PARTIES

A. Claims falling within the scope of the LMA9150 to be agreed by Slip Leader only on behalf of all (re)insurers subscribing (1) to this Contract on the same contractual terms (other than premium and brokerage) and (2) to these Arrangements.

For the purposes of calculating the Threshold Amount, the sterling rate on the date that a financial value of the claim is first established by the Slip Leader shall be used and the rate of exchange shall be the Bank of England spot rate for the purchase of sterling at the time of the deemed conversion.

B. For all other claims:

- i. The leading Lloyd's syndicate and, where required by the applicable Lloyd's Claims Lead Arrangements, the second Lloyd's syndicate, unless designated here or elsewhere in the contract otherwise as appointed by default to whichever Lloyd's syndicate has the largest signed line and, in the event of there being more than one of those, whichever Lloyd's syndicate entered the contract on PPL earliest of them
- ii. Those companies acting in accordance with the IUA claims agreement practices, excepting those that may have opted out via iii below
- iii. Those companies that have specifically elected to agree claims in respect of their own participation
- iv. All other subscribing insurers that are not party to the Lloyd's/IUA claims agreement practices, each in respect of their own participation.
- v. Notwithstanding anything contained in the above to the contrary, any ex-gratia payments to be agreed by each (re)insurer for their own participation.

Unless there is an overriding Claims Handling agreement, which shall take precedence.

CLAIMS**ADMINISTRATION**

Where appropriate, Lockton Companies LLP and insurers agree that any claims hereunder (including any claims related costs/fees) will be notified and administered via ECF with any payment(s) processed via CLASS, unless both parties agree to do otherwise.

Where claims or circumstances are not administered via ECF, notification, administration and payment(s) will be electronic.

Where a Lloyd's syndicate or IUA company is not an agreement party to the claim or circumstance (per CLAIMS AGREEMENT PARTIES A. above, they agree to accept correct ECF sequences for administrative purposes to ensure information is circulated to all subscribing parties.

**RULES AND
EXTENT OF ANY
OTHER
DELEGATED
CLAIMS
AUTHORITY**

None Applicable

**EXPERT(S) FEE
COLLECTION**
In respect of Claims related experts Fees:

Xchanging 'Experts Fees Service' or any other collecting agent to be used as service provider for all slip security, including overseas insurers.

In the event the broker collects any expert fees the following will apply:

The following terms covering treatment of money shall NOT apply to any Lloyd's Managing Agent who have all agreed specific Terms of Business with Lockton Companies LLP ("LCLLP"). These terms shall ONLY apply to Insurance Companies or Underwriting Agents ('underwriters') who do NOT have a current Terms of Business or letter agreement in place with LCLLP, as follows:

Where LCLLP holds claims adjustment, legal, survey or other experts fee monies that it receives from underwriters for onward payment, the Broker will hold such fee monies on behalf of Underwriters and not the client. It is a requirement of English law (as specified in the FCA Client Assets Sourcebook 'CASS') that Risk Transfer shall apply, and that Underwriters shall hereby agree and consent to "the Broker co-mingling such experts fee monies in its client non-statutory trust account and that Underwriters rights to such monies shall be subordinated to those of the Brokers other clients".

In respect of all other Expert(s) Fees:

If the Broker is to collect any fees, then a fee may be negotiated accordingly by the Broker for this service.

**SETTLEMENT
DETAILS**

Split by Installments: No
Settlement Due Date: 31 May 2025

In accordance with the terms and conditions of Binding Authority agreement B0713CMTRO2400299, to which this declaration attaches.

In respect of electronic lines, please refer to the Settlement Information shown under Security Details herein. In the event of a discrepancy between the foregoing and the date shown under Settlement Information (or lack thereof) then the foregoing shall prevail.

**BUREAU(X)
ARRANGEMENTS**

In accordance with the terms and conditions of Binding Authority agreement B0713CMTRO2400299, to which this declaration attaches.

It is hereby understood and agreed by any and all (re)insurers subscribing to this (re)insurance that any subjectivity, condition or exclusion that has been raised within a quote slip/Market Reform Contract or quote sheet shall be void unless included within this final Market Reform Contract

**NON-BUREAU
ARRANGEMENTS**

In accordance with the terms and conditions of Binding Authority agreement B0713CMTRO2400299, to which this declaration attaches.

It is hereby understood and agreed by any and all (re)insurers subscribing to this (re)insurance that any subjectivity, condition or exclusion that has been raised within a quote slip/Market Reform Contract or quote sheet shall be void unless included within this final Market Reform Contract

**NOTICE OF
CANCELLATION
PROVISIONS**

1. Where (re)insurers have the right to give notice of cancellation, in accordance with the provisions of the contract, then
 - (a) any (re)insurer (including Contract Leader) may issue notice in respect of its own participation
 - (b) the Contract Leader is NOT authorised to issue notice of cancellation on behalf of all participating (re)insurers
2. The content and format of any such notice shall be in accordance with the 'Notice of Cancellation' standard as published by the London Market Group (LMG), or their successor body, on behalf of London Market Associations and participants. Failure to comply with this standard will not affect the validity of the notice given; however, as a minimum the Notice of Cancellation must be emailed and must identify:
 - Name of (Re)Insured
 - Name of Original Insured (where applicable)
 - (Re)Insurer reference
 - Broker's Unique Market Reference
 - Period of Insurance
 - Reason For Issue (Non-Payment of Premium (and details of which instalment it relates to where applicable))
 - Notice Expiry Date (Date, time & time zone notice period expires)
3. Where Lockton Companies LLP has invoked LSW3003 to protect their financial interests to avoid funding via the deferred scheme, in accordance with contract terms and conditions no (re)insurer is able to issue notice of cancellation prior to the settlement due date of the individual installment date agreed at inception.
4. Notwithstanding anything contained within any premium payment clause or condition, premium payment clause, any notice of cancellation shall be provided to Lockton Companies LLP by the following means: -

email: NOC.pcteam@lockton.com **AND** ZL-Terrorism@lockton.com

Failure to comply with this delivery requirement will make the notice null and void. Satisfactory delivery of the notice will cause it to be effective irrespective of whether Lockton Companies LLP has acknowledged receipt.

Security Details

(RE)INSURERS' LIABILITY

SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.
08/94

LSW1001 (Insurance)

MODE OF EXECUTION CLAUSE

This contract and any changes to it may be executed by:

- a. electronic signature technology employing computer software and a digital signature or digitiser pen pad to capture a person's handwritten signature in such a manner that the signature is unique to the person signing, is under the sole control of the person signing, is capable of verification to authenticate the signature and is linked to the document signed in such a manner that if the data is changed, such signature is invalidated.
- b. a unique authorisation provided via a secure electronic trading platform
- c. a timed and dated authorisation provided via an electronic message/system.
- d. an exchange of facsimile/scanned copies showing the original written ink signature of paper documents.
- e. an original written ink signature of paper documents (or a true representation of a signature, such as a rubber stamp).

The use of any one or a combination of these methods of execution shall constitute a legally binding and valid signing of this contract. This contract may be executed in one or more of the above counterparts, each of which, when duly executed, shall be deemed an original.

**SIGNING
PROVISIONS**

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

However:

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

Fiscal And Regulatory

**TAXES PAYABLE
AND
ADMINISTERED BY
(RE)INSURERS**

Not Applicable

**REGULATORY
RISK LOCATION**

Territory: NON EEA

**OVERSEAS
BROKER**

Name: Lockton Companies
City: Denver
Postcode: 80237
Country: United States of America
Country Sub-Division: Colorado
Name: Lockton Companies

**US
CLASSIFICATION**

US Classification: US Surplus Lines

**SURPLUS LINES
BROKER:**

Name: Lockton Companies,
Street No. and Street: 444 W. 47th St., Suite 900
City: Kansas City
Zip Code: 64112
Country Sub-Division: Missouri
Country: United States of America

STATE OF FILING:

Home State: Texas
License Agent/Name: Lockton Companies, LLC
License Number: 1375931

In the event of any discrepancy between the foregoing and the risk code shown under the Security Details then the foregoing shall prevail.

**REGULATORY
POLICYHOLDER
CLASSIFICATION**

In Respect of Non-EEA: Non-EEA

Broker Remuneration & Deductions

**OTHER
DEDUCTIONS
FROM PREMIUM** None Applicable.



SECTION A

TERRORISM AND/OR SABOTAGE INSURANCE

PHYSICAL LOSS OR PHYSICAL DAMAGE WORDING

TABLE OF CONTENTS

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Section 1

SCHEDULE

This Schedule forms part of the Wording and for the purposes of interpretation, the contents of this Schedule shall have meaning only as provided for in the Wording.

Policy Number:	CMTRB2500496
Unique Market Reference Number:	B0713CMTRB2500496
Name of Insured:	Sako and Partners Lower Holdings, LLC and/or any owned, controlled, associated, affiliated and subsidiary companies including but not limited to joint ventures, partnerships, investments and other interests of the Named Insured but solely as respects the interests of the Named Insured and including automatically the interests of any parent, trust, corporation, owner, entity, or individual in the Named Insured and as more fully defined in the Risk Details section of the Market Reform Contract.
Address of Insured:	945 Bunker Hill Road, Floor 14, Houston TX 77024, United States of America
Period of Insurance:	From: 1 st April 2025 To: 1 st April 2026 Both dates at 12.01 a.m. Local Standard Time at the location of the insured property
Description of Property Insured: (Including Full Postal address and post / zip code)	As Per Market Reform Contract.

POLICY SECTION	NARRATIVE				
Condition 3	<p>Situation/Territory</p> <p>United States of America, as per schedule seen and agreed by Underwriters</p>				
Condition 4	<p>Sum Insured</p> <p>SECTION A:</p> <p>USD 250,000,000 Each Occurrence and in the annual aggregate in respect of Terrorism and/or Sabotage Insurance.</p> <p>SECTION B</p> <p>USD 50,000,000 Each Occurrence and in the annual aggregate in respect of Combined Liability Insurance.</p> <p>Subject to Underwriters Total Limit of Liability not exceeding USD 250,000,000 Each Occurrence and in the aggregate for the Period of Insurance in respect of SECTION A and SECTION B combined.</p> <p>Program Sublimits in respect of SECTION A only:</p> <p>The following Program Sub-limits apply per occurrence and excess of program deductibles, unless otherwise stated, and shall apply over this Policy and all other applicable Policies combined. Program Sub-limits shall not be construed to increase the Limit(s) of this Policy.</p> <p>Each sublimit stated in this Policy applies as part of, and not in addition to, the overall Policy limit for an occurrence insured hereunder. Each sublimit is the maximum amount potentially recoverable from all insurance layers combined for all insured loss, damage, expense, time element or other insured interest arising from or relating to that aspect of the occurrence, including but not limited to type of property, construction, geographic area, zone, location, or peril.</p> <table data-bbox="454 1691 1356 1859"> <tr> <td>Accounts Receivable</td><td>Included</td></tr> <tr> <td>Automatic Additions</td><td>up to 10% of the Total Insured Values declared</td></tr> </table>	Accounts Receivable	Included	Automatic Additions	up to 10% of the Total Insured Values declared
Accounts Receivable	Included				
Automatic Additions	up to 10% of the Total Insured Values declared				

Denial of Access Including Civil or Military Order / Maximum Period of Indemnity - 60 days	10% of Sum Insured but not to exceed USD35,000,000 or the Sum Insured in aggregate during the Period of Insurance, whichever is the lesser
Contingent Business Interruption (Named Customers / Name Suppliers) / Maximum Period of Indemnity - 60 days	10% of Sum Insured but not to exceed USD35,000,000 or the Sum Insured in aggregate during the Period of Insurance, whichever is the lesser
Contingent Business Interruption (Unnamed Customers/ Unnamed Suppliers) within the United States of America and Canada only / Maximum Period of Indemnity - 60 days	10% of Sum Insured but not to exceed USD5,000,000 or the Sum Insured in aggregate during the Period of Insurance, whichever is the lesser
Debris Removal and Cost of Clean-up	Included
Demolition and Increased Cost of Construction	Included
Expediting Expenses	Included
Extra Expense	Included
Fire Brigade charges and Extinguishing Expenses	Included
Gross Earnings	Included
Gross Earnings – Extended Period of Indemnity	365 Days
Inland Transit	Included
Leasehold Interest	Included
Miscellaneous Unnamed Locations	up to 10% of the Total Insured Values declared at Inception but not to exceed the Sum Insured

	<p>Malicious Threat</p> <p>Loss of Attraction</p> <p>Public Relations Expenses</p> <p>Rent Receivable</p> <p>Royalties</p> <p>Service Interruption</p> <p>Tax Treatment of Profits</p> <p>Unintentional Errors and Omissions</p> <p>If the words, NOT COVERED are shown above, instead of a limit, sub-limit amount or number of days, or if a specified amount or number of days is not shown corresponding to any coverage or peril insured, then no coverage is provided for that coverage or peril insured.</p>	<p>USD 500,000 in the aggregate during the Period of Insurance</p> <p>USD 5,000,000 in the aggregate during the Period of Insurance</p> <p>USD 1,000,000 in the aggregate during the Period of Insurance</p> <p>Included within the Overall Policy Limit if Rent Receivable values have been declared and agreed by Underwriters</p> <p>Included</p> <p>Included</p> <p>Included</p> <p>Included</p>
Condition 5	<p>Deductible(s):</p> <p>SECTION A</p> <p>USD 25,000 per Occurrence and in respect of Property Damage and Business Interruption combined.</p> <p>SECTION B</p> <p>Nil in respect of Combined Liability Insurance.</p> <p>Waiting Period(s)</p> <p>Denial of Access including Civil or Military Order: 24 hours</p> <p>Contingent Business Interruption: 24 hours</p> <p>Service Interruption: 24 hours</p> <p>Loss of Attraction: 24 hours</p> <p>Malicious Threat : 2 hours</p>	

	The Underwriter will not be liable for any loss or damage unless the period of interruption exceeds the specified waiting period. Once the waiting period is exceeded, coverage then applies to the entire period of interruption subject to the Deductibles(s) and Program Sublimits.
Condition 12	Notification of Claims to: As Per Market Reform Contract.
Condition 28	Choice of Law: As Per Market Reform Contract.
Condition 29	Choice of Jurisdiction: As Per Market Reform Contract.
Condition 30	Service of Suit Nominee: As Per Market Reform Contract.
	Premium: As Per Market Reform Contract.
	Taxes Payable by Underwriters: As Per Market Reform Contract.
	Taxes Payable by Insured: As Per Market Reform Contract.

Dated in London: 18th March 2025

Section 2

INSURING CLAUSE

Subject to the exclusions, limits and conditions hereinafter contained, this Insurance insures property as stated in the Schedule attaching to and forming part of this Policy (hereinafter referred to as the "Schedule") against physical loss or physical damage occurring during the period of this Policy caused by an Act of Terrorism and/or an Act of Sabotage, as herein defined.

For the purpose of this Insurance, an Act of Terrorism means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

For the purpose of this Insurance, an Act of Sabotage means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

This Policy also insures any act of any lawfully constituted Authority for the purpose of suppressing or minimising the consequence of any existing disturbance of the public peace as a direct result of any such an Act of Terrorism and/or an Act of Sabotage or for the purpose of preventing any such act as described herein or minimising the consequences thereof.

COVERAGE EXTENSIONS APPLICABLE TO SECTION 2

1. DEMOLITION AND INCREASED COST OF CONSTRUCTION

In the event of physical loss or damage occurring during the period of this Policy caused by an Act of Terrorism and/or an Act of Sabotage Insured under this Policy that causes the enforcement of any law or ordinance at the time of physical loss or damage regulating the construction repair or use of property, this Underwriter shall be liable for:

- a. The cost of demolishing the undamaged property including the cost of clearing the site;
- b. The proportion that the value of the undamaged part of the property bore to the value of the entire property prior to loss;
- c. Increased cost of repair or reconstruction of the damaged and undamaged property on the same or another site and limited to the costs that would have been incurred in order to comply with the minimum requirements of such law or ordinance regulating the repair or reconstruction of the damaged property on the same site. However, this Underwriter shall not be liable for any increased cost of construction loss unless the damaged property is actually rebuilt or replaced;
- d. Any increase in the Business Interruption, and Extra Expense, Rental Value and Royalties loss arising out of the additional time required to comply with said law or ordinance.

The Insured's obligation under the terms and conditions of any lease agreement or contract, to replace on the basis other than indicated in the foregoing.

The liability of the Underwriters under this extension shall not exceed the Sublimit as shown in the Schedule any one occurrence.

2. EXPEDITING EXPENSES

This Policy extends to include extra charges such as overtime, night work, including while been done on Public Holidays, costs incurred in the provision of extra plant test equipment and the like and express freight or other rapid means of transportation including air freight provided that such extra charges are incurred in connection with any physical loss or damage occurring during the period of this Policy caused by an Act of Terrorism and/or an Act of Sabotage to the property insured hereunder.

The liability of the Underwriters under this extension shall not exceed the Sublimit as shown in the Schedule any one occurrence.

Section 3

LOSSES EXCLUDED

This Policy does not insure against:

1. Loss or damage arising directly or indirectly from nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination may have been caused. However this exclusion does not extend to radioactive isotopes, other than nuclear fuel or nuclear waste, when such isotopes are on the property insured and are being prepared, stored or used in the normal course of operations by the insured for the commercial, agricultural, medical, scientific or other similar peaceful purposes for which they were intended.
2. Loss or damage occasioned directly or indirectly by War, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or local government entities, Civil War, Rebellion, Revolution, Insurrection, martial law, Mutiny, Coup d'état, usurpation of power, or Civil Commotion assuming the proportions of or amounting to an uprising.
3. Loss by seizure or legal or illegal occupation unless physical loss or damage is caused directly by an Act of Terrorism and/or an Act of Sabotage.
4. Loss or damage caused by confiscation, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority which deprives the Insured of the use or value of its property, nor for loss or damage arising from acts of contraband or illegal transportation or illegal trade.
5. Loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

However, this exclusion does not apply to direct loss or damage to covered property when such pollutants or contaminants are the result of an Act of Terrorism and/or an Act of Sabotage as insured under this section of this Policy.

6. Loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind.
7. Loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind unless the asbestos is itself physically incorporated in an insured building or structure and then only that part of the asbestos which is physically damaged during the period of insurance by an Act of Terrorism and/or an Act Sabotage as insured under this section of this Policy.
8. Any fine or penalty or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person.
9. Loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon.

This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

10. Loss or damage caused by vandals or other persons acting maliciously or by way of protest or Strikes, labour unrest, Riots or Civil commotion.
11. Any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working unless more specifically mentioned as insured hereunder.
12. Loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service unless more specifically mentioned as insured hereunder.
13. Loss or increased cost as a result of threat or hoax, unless more specifically mentioned as insured hereunder.
14. Loss or damage caused by or arising out of burglary, house - breaking, looting, theft or larceny, unless such, looting is a direct consequence of an Act of Terrorism and/or an Act of Sabotage insured under this Policy. Notwithstanding the foregoing, theft or larceny committed by or in collusion with any principal, shareholder (beneficial or otherwise), partner, director or other officer or any employee of the Insured is excluded hereunder.
15. Loss or damage caused by mysterious disappearance or unexplained loss.
16. Loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other microorganism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

Section 4

PROPERTY EXCLUDED

This Policy does not cover physical loss or physical damage to:

1. Land or land values.
2. Power transmission, feeder lines or pipelines beyond 1000 feet from the Insured's premises, unless such values have been declared hereon.
3. Aircraft or any other aerial device, or watercraft.
4. Any land conveyance, including vehicles, locomotives or rolling stock, unless such land conveyance is declared hereon and solely whilst located at the property insured herein at the time of its damage.
5. Animals, plants and living things of all types.
6. Property in transit not on the Insured's premises unless more specifically mentioned as insured hereunder.

Section 5

CONDITIONS

1. JOINT INSURED

The Underwriters' total liability for any loss or losses sustained by any one or more of the Insureds under this Insurance will not exceed the sum insured shown in the Schedule. The Underwriters shall have no liability in excess of the sum insured whether such amounts consist of insured losses sustained by all of the Insureds or any one or more of the Insureds.

2. OTHER INSURANCE

This Policy shall be primary and not excess to any other insurance available to the Insured covering any loss insured hereunder, except this Policy shall be excess of any government pool or scheme, if purchased by the Insured covering a loss covered hereunder. When this Policy is written specifically in excess of any government scheme or pool covering the perils covered hereunder, this Policy shall not apply until such time as the amount of the underlying coverage, (whether collectible or not), has been exhausted by loss and damage as covered by this Policy in excess of the deductible with respect to each and every covered loss.

3. SITUATION/TERRITORY

This Policy insures property located at the addresses stated in the Schedule.

4. SUM INSURED

The Underwriters hereon shall not be liable for more than the sum insured stated in the Schedule in respect of each occurrence and in the Policy aggregate.

5. DEDUCTIBLE

Each occurrence shall be adjusted separately and from each such amount the sum stated in the Schedule shall be deducted.

6. OCCURRENCE

The term "Occurrence" shall mean any one loss and/or series of losses arising out of and directly occasioned by one Act or series of Acts of Terrorism and/or an Act of Sabotage for the same purpose or cause. The duration and extent of any one "Occurrence" shall be limited to all losses sustained by the Insured at the property insured herein during any period of 72 consecutive hours arising out of the same purpose or cause. However no such period of 72 consecutive hours may extend beyond the expiration of this Policy unless the Insured shall first sustain direct physical damage by an Act of Terrorism or an Act of Sabotage prior to expiration and within said period of 72 consecutive hours nor shall any period of 72 consecutive hours commence prior to the attachment of this Policy.

7. DUE DILIGENCE

The Insured (or any of the Insured's agents, sub or co-contractors) must use due diligence and do (and concur in doing and permit to be done) everything reasonably practicable, including but not limited to taking precautions to protect or remove the insured property, to avoid or diminish any loss herein insured and to secure compensation for any such loss including action against other parties to enforce any rights and remedies or to obtain relief or indemnity.

8. PROTECTION MAINTENANCE

It is agreed that any protection provided for the safety of the property insured shall be maintained in good order throughout the currency of this Policy and shall be in use at all relevant times, and that such protection shall not be withdrawn or varied to the detriment of the interests of the Underwriters without their consent.

9. VALUATION

Adjustment of the physical loss amount under this Policy will be computed as of the date of loss at the location of the loss, and for no more than the interest of the Insured, subject to the following:

- A. On stock in process, the value of raw materials and labor expended plus the proper proportion of overhead charges.
- B. On finished goods manufactured by the Insured, the regular cash selling price at the Location where the loss happens, less all discounts and charges to which the finished goods would have been subject had no loss happened.
- C. On raw materials, supplies and other merchandise not manufactured by the Insured:
 - 1) if repaired or replaced, the actual expenditure incurred in repairing or replacing the damaged or destroyed property; or
 - 2) if not repaired or replaced, the Actual Cash Value.
- D. On exposed films, records, manuscripts and drawings, that are not Valuable Papers and Records, the value blank plus the cost of copying information from back-up or from originals of a previous

generation. These costs will not include research, engineering or any costs of restoring or recreating lost information.

E. On property covered under Deferred Payments, the lesser of the:

- 1) total amount of unpaid installments less finance charges.
- 2) Actual Cash Value of the property at the time of loss.
- 3) cost to repair or replace with material of like size, kind and quality.

F. On Fine Arts articles, the lesser of:

- 1) the reasonable and necessary cost to repair or restore such property to the physical condition that existed on the date of loss.
- 2) cost to replace the article.
- 3) the value, if any, stated on a schedule on file with the Underwriters.

In the event a Fine Arts article is part of a pair or set, and a physically damaged article cannot be replaced, or repaired or restored to the condition that existed immediately prior to the loss, the Underwriters will be liable for the lesser of the full value of such pair or set or the amount designated on the schedule. The Insured agrees to surrender the pair or set to the Underwriters.

G. On Valuable Papers And Records, the lesser of the following:

- 1) The cost to repair or restore the item to the condition that existed immediately prior to the loss.
- 2) The cost to replace the item.
- 3) The amount designated for the item on the schedule on file with the Underwriters.

H. On property in transit:

- 1) Property shipped to or for the account of the Insured will be valued at actual invoice to the Insured. Included in the value are accrued costs and charges legally due. Charges may include the Insured's commission as selling agent.
- 2) Property sold by the Insured and shipped to or for the purchaser's account will be valued at the Insured's selling invoice amount. Prepaid or advanced freight costs are included.
- 3) Property not under invoice will be valued:
 - a) for property of the Insured, at the valuation provisions of this Policy applying at the location from which the property is being transported; or
 - b) for other property, at the actual cash market value at the destination point on the date of Occurrence,

less any charges saved which would have become due and payable upon arrival at destination.

- I. On all other property, the loss amount will not exceed the lesser of the following:
- 1) All with due diligence and dispatch
 - a) the cost to repair
 - b) the cost to rebuild or replace on the same site with new materials of like size, kind and quality
 - c) the cost in rebuilding, repairing or replacing on the same or another site, but not to exceed the size and operating capacity that existed on the date of loss.
 - d) the cost to replace unrepairable electrical or mechanical equipment, including computer equipment, with equipment that is the most functionally equivalent to that damaged or destroyed, even if such equipment has technological advantages and/or represents an improvement in function and/or forms part of a program of system enhancement provided that such replacement does not otherwise increase the liability of the Underwriters for loss hereunder.
 - 2) The selling price of real property or machinery and equipment, other than stock, offered for sale on the date of loss.
 - 3) The increased cost of demolition, if any, resulting from loss covered by this Policy, if such property is scheduled for demolition.
 - 4) The unamortized value of improvements and betterments, if such property is not repaired or replaced at the Insured's expense.
 - 5) The Actual Cash Value if such property is:
 - a) useless to the Insured; or
 - b) not repaired, replaced or rebuilt on the same or another site within two years from the date of loss.

The Insured may elect not to repair or replace the insured real and/or personal property lost, damaged or destroyed. Loss settlement may be elected on the lesser of repair or replacement cost basis if the proceeds of such loss settlement are expended on other capital expenditures related to the Insured's operations within two years from the date of loss. As a condition of collecting under this item, such expenditure must be unplanned as of the date of loss and be made at an Insured Location under this Policy. This item does not extend to Demolition and Increased Cost Of Construction.

The term Actual Cash Value wherever used in this Policy means the amount it would cost to repair or replace insured property, on the date of loss, with material of like kind and quality, with proper deduction for obsolescence and physical depreciation.

10. NOTIFICATION OF CLAIMS

The Insured, upon knowledge of any occurrence likely to give rise to a claim hereunder, shall give written advice as soon as reasonably practicable to the Underwriters and or the Broker, named for that purpose in the Schedule, who is to advise the Underwriters within seven (7) days of such knowledge of any

occurrence and it is a condition precedent to the liability of Underwriters that such notification is given by the Insured as provided for by this Policy.

If the Insured makes a claim under this Insurance he must give the Underwriters such relevant information and evidence as may reasonably be required and co-operate fully in the investigation or adjustment of any claim. If required by the Underwriters, the Insured must submit to examination under oath by any person designated by the Underwriters.

11. PROOF OF LOSS

The Insured shall render a signed and sworn proof of loss within sixty (60) days after the occurrence of a loss (unless such period be extended by the written agreement of Underwriters) stating the time, place and cause of loss, the interest of the Insured and all others in the property, the sound value thereof and the amount of loss or damage thereto.

If the Underwriters have not received such proof of loss within two years of the expiry date of this Policy, they shall be discharged from all liability hereunder.

In any claim and/or action, suit or proceeding to enforce a claim for loss under this Policy, the burden of proving that the loss is recoverable under this Policy and that no limitation or exclusion of this Policy applies and the quantum of loss shall fall upon the Insured.

12. SUBROGATION

Any release from liability entered into in writing by the Insured prior to loss hereunder shall not affect this Policy or the right of the Insured to recover hereunder. The right of subrogation against any of the Insured's subsidiary or affiliated companies or any other companies associated with the Insured through ownership or management is waived;

In the event of any payment under this Policy, the Underwriters shall be subrogated to the extent of such payment to all the Insured's right of recovery therefor. The Insured shall execute all papers required, shall cooperate with Underwriters and, upon the Underwriters' request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, attaining the attendance of witnesses and in the conduct of suits and shall do anything that may be necessary to secure such right. The Underwriters will act in concert with all other interests concerned (including the Insured) in the exercise of such rights of recovery. If any amount is recovered as a result of such proceedings, such amount shall be distributed in the following priorities:

- (i) Any interest, (including the Insured's), exclusive of any deductible or self insured retention, suffering a loss of the type covered by this Policy and in excess of the coverage under this Policy shall be reimbursed up to the amount of such loss (excluding the amount of the deductible);
- (ii) Out of the balance remaining, the Underwriters shall be reimbursed to the extent of payment under this Policy;
- (iii) The remaining balance, if any, shall inure to the benefit of the Insured, or any Underwriter providing insurance primary to this Policy, with respect to the amount of such primary insurance, deductible, self insured retention, and/or loss of a type not covered by this Policy.

The expense of all proceedings necessary to the recovery of any such amount shall be apportioned between the interests concerned, including that of the Insured, in the ratio of their respective recoveries

as finally settled. If there should be no recovery and proceedings are instituted solely on the initiative of Underwriters, the expense thereof shall be borne by the Underwriters.

13. SALVAGE AND RECOVERIES

All salvages, recoveries and payments recovered or received subsequent to a loss settlement under this Policy shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto.

14. INNOCENT MISREPRESENTATION OR NON-DISCLOSURE CLAUSE

Where there has been non-disclosure or misrepresentation of any information disclosed by the Insured, and the Insured can establish to the Underwriters satisfaction that any such nondisclosure or misrepresentation was innocent and that the Insured took all reasonable steps and made every effort to collect and disclose all relevant information whether at inception or at renewal, then the Underwriter will waive its right to deny liability or cancel this Policy, provided that:

- I. where the non-disclosure or misrepresentation was such that without it the Underwriter would not have entered into the Policy, the Underwriter may avoid the Policy and provide a refund of any premium paid;
- II. where the non-disclosure or misrepresentation was such that the Underwriter would have entered into the Policy but on different terms as to the premium, the Insured shall be liable to pay the additional premium that would have been charged by the Underwriter;
- III. in addition to (ii) above, where the non-disclosure or misrepresentation was such that the Underwriter would have underwritten the risk on different terms other than in relation to the premium, the Underwriter shall be able to impose such additional or different terms, with such term(s) taking effect as if imposed from inception.

15. FALSE OR FRAUDULENT CLAIMS

If a claim is fraudulent in any respect, or if fraudulent means are used by the Insured to obtain any benefit under this insurance, no monies shall be payable in respect of that claim.

This insurance will remain in force save that the Underwriter shall have the right to cancel coverage, for the Insured who made the fraudulent claim or used fraudulent means, subject to the Underwriter giving thirty (30) days' notice of such cancellation to the Policyholder or Named Insured. The rights and interests of any other Insured in the event cover is cancelled for any Insured will be unaffected by such cancellation.

16. ABANDONMENT

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

17. INSPECTION AND AUDIT

The Underwriters or their agents shall be permitted but not obligated to inspect the Insured's property at any time.

Neither the Underwriters' right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Insured or others, to determine or warrant that such property is safe.

The Underwriters may examine and audit the Insured's books and records at any time up to two years after the final termination of this Policy, as far as they relate to the subject matter of this Insurance.

18. ASSIGNMENT

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

19. RIGHTS OF THIRD PARTIES EXCLUSION

This Policy is effected solely between the Insured and the Underwriters.

This Policy shall not confer any benefits on any third parties, including shareholders, and no such third party may enforce any term of this Policy.

This clause shall not affect the rights of the Insured.

20. CANCELLATION

This Policy shall be non-cancellable by the Underwriters or the Insured except in the event of non-payment of premium where the Underwriters may cancel the Policy at their discretion.

In the event of non-payment of premium this Policy may be cancelled by or on behalf of the Underwriters by delivery to the Insured or by mailing to the Insured or the Broker by registered, certified, or other first class mail, at the Insured's address as shown in this Policy, written notice stating when, not less than fifteen (15) days thereafter, the cancellation shall be effective. The mailing of such notice shall be sufficient proof of notice and this Policy shall terminate at the date and hour specified in such notice.

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.

21. ARBITRATION

If the Insured and Underwriters fail to agree in whole or in part regarding any aspect of this Policy, each party shall, within ten (10) days after the demand in writing by either party, appoint a competent and disinterested arbitrator and the two (2) chosen shall before commencing the arbitration select a competent and disinterested umpire.

The arbitrators together shall determine such matters in which the Insured and Underwriters shall so fail to agree and shall make an award thereon and the award in writing of any two (2), duly verified, shall determine the same, and if they fail to agree, they will submit their differences to the umpire.

The parties to such arbitration shall pay the arbitrators respectively appointed by them and bear equally the expenses of the arbitration and the charges of the umpire.

22. SEVERAL LIABILITY

The Underwriters' obligations under this Policy are several and not joint and are limited solely to their individual subscriptions. The Underwriters are not responsible for the subscription of any co-subscribing Underwriter who for any reason does not satisfy all or part of its obligations.

23. LEGAL ACTION AGAINST UNDERWRITERS

No one may bring a legal action against Underwriters unless:

There has been full compliance by the Insured with all of the terms of this Policy; and

The action is brought within two (2) years after the expiry or cancellation of this Policy.

24. MATERIAL CHANGES

The Insured shall notify the Underwriters of any change of circumstances which would materially affect this Insurance.

25. EXPERTS FEES

This Insurance includes, within the sum insured, the necessary and reasonable fees of architects, surveyors, consulting engineers and other professional experts which are incurred in reinstating or repairing the insured property following damage insured under this Policy.

26. BREACH OF WARRANTY CLAUSE

Where a warranty, condition precedent or condition contained in this Policy has not been complied with, this Policy will be suspended until such time as the terms of that warranty are fully complied with, provided that where the warranty is intended to reduce the risk of a particular type of loss, or of loss at a particular time or location, a breach of that term will, except where there is evidence of fraud, only suspend liability in respect of that type of loss or a loss at that time or location.

27. LAW

As per RISK DETAILS section of Market Reform Contract.

28. JURISDICTION

As per RISK DETAILS section of Market Reform Contract.

29. SERVICE OF SUIT CLAUSE (U.S.A)

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance (or reinsurance).

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), 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 Service of Suit Nominees as detailed in the RISK DETAILS section of Market Reform Contract 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 the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) 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 hereon 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 Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), 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.

LMA5020

14/09/2005

Form approved by Lloyd's Market Association

LMA3030 (amended)

01/09/2006

TERRORISM AND/OR SABOTAGE INSURANCE

Business Interruption Extension Wording

In consideration of the premium paid, and subject to the EXCLUSIONS, CONDITIONS AND LIMITATIONS of the Policy to which this Extension is attached, and also to the FOLLOWING ADDITIONAL CONDITIONS, EXCLUSIONS AND LIMITATIONS, this Policy is extended to cover loss resulting from necessary Interruption of Business caused by direct physical loss or damage by an Act of Terrorism and/or an Act of Sabotage, as covered by **Section 2** to which this Extension is attached, to the Property Insured or to the premises in which the Property Insured is located.

In the event of such direct physical loss or damage caused by an Act of Terrorism and /or an Act of Sabotage, Underwriters shall be liable for the Actual Loss Sustained by the Insured resulting directly from such necessary Interruption of Business at that location suffering direct physical loss or damage, but not exceeding the reduction in Gross Earnings, as defined hereafter, less charges and expenses which are not necessary during the Interruption of Business, for a period not to exceed the lesser of:

- (a) such length of time as would be required, with the exercise of due diligence and dispatch, to repair, rebuild or replace such part of the property as has been destroyed or damaged, or
- (b) EIGHTEEN (18) calendar months,

commencing with the date of such direct physical loss or damage and not limited by the expiration of this Policy.

Due consideration shall be given to the continuation of normal charges and expenses, including payroll expenses, to the extent necessary to resume operations of the Insured with the same operational capability as existed immediately before the loss.

CONDITIONS

1. DIRECT DAMAGE

No claim shall be payable under this Extension unless and until a claim has been paid, or liability admitted, in respect of direct physical loss or damage by an Act of Terrorism and/or Sabotage, to property insured under the Policy to which this Extension is attached and which gave rise to Interruption of Business.

This Condition shall not apply if no such payment shall have been made, or liability admitted, solely owing to the operation of a Deductible in said Policy which excludes liability for losses below a specified amount.

2. RESUMPTION OF OPERATIONS

If the Insured could reduce the loss resulting from the Interruption of Business,

- (a) by complete or partial resumption of operation of the property, and/or
- (b) by making use of merchandise, stock (raw, in process or finished), or any other property at the Insured's locations or elsewhere, and/or
- (c) by using or increasing operations elsewhere, then such possible reduction shall be taken into account in arriving at the amount of loss hereunder.

3. **EXPENSES TO REDUCE LOSS**

This Extension also covers such expenses as are reasonable and necessarily incurred for the purpose of reducing loss under this Extension (except expenses incurred to extinguish a fire), and, in respect of Manufacturing Risks, such expense, in excess of normal, as would necessarily be incurred in replacing any finished stock used by the Insured to reduce loss under this Extension; but in no event to exceed the amount by which loss under this Extension is thereby reduced. Such expenses shall not be subject to the application of any contribution clause.

4. **VALUATION**

All amounts and accounting details to be calculated using the Insured's usual Generally Accepted Accounting Standards.

5. **EXCLUSIONS**

THIS EXTENSION DOES NOT INSURE AGAINST:

1. Increase in loss resulting from interference at the insured premises, by strikers or other persons, with rebuilding, repairing or replacing the property or with the resumption or continuation of operation;
2. Increase in loss caused by the suspension, lapse, or cancellation of any lease, licence, contract, or order, unless such results directly from the insured Interruption of Business, and then Underwriters shall be liable for only such loss as affects the Insured's earnings during, and limited to, the period of indemnity covered under this Extension;
3. Increase in loss caused by the enforcement of any ordinance or law regulating the use, reconstruction, repair or demolition of any property insured hereunder;
4. Loss of Market or any other consequential loss except as specifically insured herein.

LIMITATIONS

1. Underwriters shall not be liable for more than the smaller of either:
 - (a) Any Specific Business Interruption Sum Insured stated in the Schedule, or
 - (b) The Sum Insured stated in the Schedule, where such includes Business Interruption, if such is a combined limit,in respect of such loss, regardless of the number of locations suffering an interruption of business as a result of any one occurrence.
2. With respect to loss resulting from damage to or destruction of media for, or programming records pertaining to, electronic data processing or electronically controlled equipment, including data thereon, by the perils insured against, the length of time for which the Underwriters shall be liable hereunder shall not exceed:
 - (a) 30 consecutive calendar days or the time required with exercise of due diligence and dispatch to reproduce the data thereon from duplicates or from originals of the previous generation, whichever is less; or,
 - (b) the length of time that would be required to rebuild, repair or replace such other property herein described as has been damaged or destroyed, but not exceeding twelve (12) calendar months,

whichever is the greater length of time.

DEFINITIONS

1. **GROSS EARNINGS** are for the assessment of premium and for adjustment in the event of loss defined as,

The sum of:

- (a) Total net sales value of production or sales of merchandise,
- and
- (b) Other earnings derived from the operations of the business,

LESS THE COST OF

- (c) Raw stock from which production is derived,
- (d) Supplies consisting of materials consumed directly in the conversion of such raw stock into finished stock, or in supplying the services sold by the Insured,
- (e) Merchandise sold including packaging materials therefor,
- (f) Materials and supplies consumed directly in supplying the service(s) sold by the Insured,
- (g) Service(s) purchased from outsiders (not employees of the Insured) for resale which do not continue under contract,
- (h) the difference between the cost of production and the net selling price of finished stock which has been sold but not delivered.

No other costs shall be deducted in determining Gross Earnings.

In determining Gross Earnings due consideration shall be given to the experience of the business before the date of loss or damage and the probable experience thereafter had loss not occurred.

2. **RAW STOCK**

Material in the state in which the Insured receives it for conversion into finished stock.

3. **STOCK IN PROCESS**

Raw stock which has undergone any ageing, seasoning, mechanical or other process of manufacture at the Insured's premises but which has not become finished stock.

4. **FINISHED STOCK**

Stock manufactured by the Insured which in the ordinary course of the Insured's business is ready for packing, shipment or sale.

5. **MERCHANDISE**

Goods kept for sale by the Insured which are not the product of manufacturing operations conducted by the Insured.

6. **NORMAL**

The condition that would have existed had no loss occurred.

EXTENSIONS APPLICABLE TO BUSINESS INTERRUPTION

Subject to the EXCLUSIONS, CONDITIONS AND LIMITATIONS of the Policy to which this Extension is attached, and any additional limitations and exclusions stated herein, this Policy is extended to cover:

1. EXTRA EXPENSE

1. Measurement of Loss:

The recoverable Extra Expense loss will be the reasonable and necessary extra costs incurred by the Insured of the following during the Period of Liability:

- (a) Extra expenses to temporarily continue as nearly normal as practicable the conduct of the Insured's business; and
- (b) Extra costs of temporarily using property or facilities of the Insured or others,

less any value remaining at the end of the Period of Liability for property obtained in connection with the above.

2. Extra Expense Exclusions: As respects Extra Expense, the following are also excluded:

- (a) Any loss of income.
- (b) Costs that normally would have been incurred in conducting the business during the same period had no physical loss or damage occurred.
- (c) Cost of permanent repair or replacement of property that has been damaged or destroyed.
- (d) Any expense recoverable elsewhere in this Policy.

3. The term Normal means the condition that would have existed had no physical loss or damage occurred.

2. RENT RECEIVABLE

This Policy is extended to cover the loss of rental income sustained by the Insured during the Indemnity Period directly resulting from direct physical loss or damage caused by an Act of Terrorism and/or an Act of Sabotage to Property Insured which is being rented to tenants including:

- (a) the rental income reasonably expected from rentals of unoccupied or unrented portions of the Property Insured
- (b) the rental income from the rented portions of such property according to bona fide leases contracts or agreements in force at the time of loss

but not including non-continuing charges and expenses.

Rental income is defined as the sum of:

- (a) The anticipated gross Rental Income from tenant occupancy of the described property as furnished and equipped by the insured, and
- (b) The amount of all charges which are a legal obligation of the tenant(s) and which would otherwise be an obligation of the insured, and
- (c) The fair rental value of any portion of said property which is occupied by the insured.

ALL OTHER TERMS, CLAUSES AND CONDITIONS REMAIN UNALTERED.

ADDITIONAL EXTENSIONS TO SECTION 2

In consideration of the premium paid, and subject to the EXCLUSIONS, CONDITIONS AND LIMITATIONS of the Policy to which this Extension is attached, and any additional limitations and exclusions stated herein, this Policy is extended to cover:

1. DEBRIS REMOVAL AND COST OF CLEANUP EXTENSION

1. In the event of direct physical loss or damage occurring during the period of this Policy caused by an Act of Terrorism and/or an Act of Sabotage to the property insured hereunder, this Policy (subject otherwise to its terms, conditions and exclusions) also insures:
 - a. expenses reasonably incurred in removal of debris of the property insured hereunder destroyed or damaged from the location of the loss;
 - and/or
 - b. cost of cleanup, at the location of the loss, made necessary as a result of such direct physical loss or damage;

provided that this Policy does not insure against the costs of decontamination or removal of water, soil or any other substance not covered by this Policy on or under such premises.

2. It is a condition precedent to recovery under this extension that this Underwriter shall have paid or agreed to pay for direct physical loss or damage to the property insured hereunder and that the Insured shall give notice to this Underwriter of intent to claim for cost of removal of debris or cost of cleanup NO LATER THAN 12 MONTHS AFTER THE DATE OF SUCH PHYSICAL LOSS OR DAMAGE.

The liability of the Underwriters under this extension shall not exceed the Sublimit as shown in the Schedule any one occurrence.

2. FIRE BRIGADE CHARGES AND EXTINGUISHING EXPENSES

This Policy covers the following expenses resulting from direct physical loss or damage caused by an Act of Terrorism and/or an Act of Sabotage occurring during the period of this Policy to the property insured hereunder:

1. fire brigade charges and other extinguishing expenses for which the Insured may be assessed;
2. loss of fire extinguishing materials expended.

The liability of the Underwriters under this extension shall not exceed the Sublimit as shown in the Schedule any one occurrence.

3. LEASEHOLD INTEREST

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

- b. improvements and betterments to real property during the unexpired term of the lease which is not covered under any other section of this Policy;
- c. the amount of advance rental paid by the Insured and not recoverable under the terms of the lease for the unexpired term of the lease;

when property is rendered wholly or partially untenable as a direct result of physical damage caused by an Act of Terrorism and/or an Act of Sabotage occurring during the period of this Policy and the lease is cancelled by the lessor in accordance with the conditions of the lease or by statutory requirements of the appropriate jurisdiction in which the damaged or destroyed property is located; and

- 2.
 - a. "Interest of the Insured as Lessee or Lessor" when property is rendered wholly or partially untenable caused by an Act of Terrorism and/or an Act of Sabotage occurring during the period of this Policy and the lease is cancelled by the party not the Named Insured under this Policy in accordance with the conditions of the lease or by statutory requirements of the appropriate jurisdiction in which the damaged or destroyed property is located.
 - b. The "Interest of the Insured as Lessee or Lessor" as referred to herein shall be paid for the first three months succeeding the date of the loss and the "Net Lease Interest" shall be paid for the remaining months of the unexpired lease.

3. Definitions:

The following terms, wherever used in this Policy shall mean as follows:

- a. the "Interest of the Insured as Lessee" is defined as:
 - (1) the excess of the rental value of similar premises over the actual rental payable by the lessee (including any maintenance or operating charges paid by the lessee) during the unexpired term of the lease, and
 - (2) the rental income earned by the Insured from sublease agreements, to the extent not covered under any other section of this Policy, over and above the rental expenses specified in the lease between the Insured and the lessor.
 - b. the "Interest of the Insured as Lessor" is defined as the difference between the rents payable to the lessor under the terms of the lease in effect at the time of loss and the actual rent collectible by the lessor during the unexpired term of the lease provided the lease is cancelled by the lessee, to the extent not covered under any other section of this Policy.
 - c. "Net Lease Interest" is defined as that sum, which placed at 6% interest compounded annually will be equivalent to the "Interest of the Insured as Lessee".
4. This Underwriter shall not be liable for any increase of loss which may be occasioned by the suspension, lapse or cancellation of any license or by the Insured exercising an option to cancel the lease.

The liability of the Underwriters under this extension shall not exceed the Sublimit as shown in the Schedule any one occurrence.

5. **INLAND TRANSIT**

Subject to all terms and conditions of this Policy the Underwriters will indemnify the Insured in respect of physical loss or damage caused by an Act of Terrorism and/or an Act of Sabotage occurring during the period of this Policy to Goods whilst in transit by road rail or inland waterway including loading and unloading and temporary storage in course of transit. The Underwriters liability shall be the cost of repairing replacing or reinstating the Goods (whichever is the least) with property of like kind and quality without deduction for depreciation together with such costs and charges as may have accrued and become legally due thereon. The Underwriters will also indemnify the Insured in respect of any reasonable cost incurred in:

- a. clearance of the debris of the Goods and its container following physical loss or damage caused by an Act of Terrorism and/or an Act of Sabotage occurring during the period of this Policy to the Goods or its container provided this cost is not recoverable under another policy or from any other source.

EXCLUSIONS

The Underwriters will not be liable for physical loss or damage to Goods in transit

- (i) by air or sea
- (ii) in territories outside of the United States of America and Canada
- (ii) resulting from atmospheric or climatic conditions unless reasonable precautions have been taken to protect the Goods against such conditions
- (iii) arising as a result of packing being inadequate to withstand normal handling during transit or due to insufficient labelling or incorrect addressing
- (iv) carried by the Insured for hire or reward
- (v) by theft or attempted theft of Goods from any vehicle
- (vi) resulting from any cause which is otherwise excluded by this Policy.

The liability of the Underwriters under this extension shall not exceed the Sublimit as shown in the Schedule any one occurrence.

6. **AUTOMATIC ADDITIONS**

This Policy is automatically extended to cover physical loss or physical damage caused by an Act of Terrorism and/or an Act of Sabotage occurring during the Period of Insurance due to:

- 1) any increase in values at existing insured locations following revaluation including additional values attributable to construction, renovation, installation and/or repair work
- 2) additional Insured Property and/or interest of the type already insured by this Policy which may be acquired or otherwise become at the risk of the Insured during the Period of Insurance;

Provided always that:

Any increase in the insured values, revaluation or additional interests:

- i) are within the territorial limits of the schedule of values as disclosed to Underwriters at inception;
- ii) do not exceed an overall margin of 10% of the Total Insured Values as disclosed to Underwriters at inception;
- iii) are not located within a territory or countries as detailed within the ZIP / POST CODE and COUNTRY LIMITATION CLAUSE as stated in **APPENDIX 1**.

In the event of full erosion of the 10% margin of the Total Insured Values as disclosed to Underwriters at inception or acquisition of a location within a restricted territory as detailed within the ZIP / POST CODE and COUNTRY LIMITATION CLAUSE as detailed within the ZIP / POST CODE and COUNTRY LIMITATION CLAUSE as stated in **APPENDIX 1**, additional coverage will only apply following Underwriter's agreement. Should the Total Insured Values decrease during the Period of Insurance, following revaluation or divestiture, then a return premium will only be determined by Underwriters once the decrease in values surpasses 10% of the Total Insured Values as disclosed to Underwriters at inception.

7. MISCELLANEOUS UNNAMED LOCATIONS

This Policy covers the Insured's interest in any property of a type insured herein, resulting from physical loss or physical damage caused by an Act of Terrorism and/or an Act of Sabotage occurring during the Period of Insurance at any location owned, used or leased by the Insured within the policy Territory which is not individually named or identified on file or schedule, provided that values for such covered property do not exceed (ten) 10% of the total insured values declared to Underwriters at inception.

Notwithstanding anything contained in the aforementioned, this extension does not extend to include any property located Territory not declared to the Underwriter at inception of in any of the ZIP / POST CODE and COUNTRY LIMITATION CLAUSE as per **Appendix 1**.

The liability of the Underwriters under this extension shall not exceed the Sublimit as shown in the Schedule any one Occurrence.

8. UNINTENTIONAL ERRORS OR OMISSIONS

If direct physical loss or damage caused by an Act of Terrorism and/or an Act of Sabotage occurring during the period of this Policy is not payable under this Policy solely due to an unintentional error or omission:

- 1) in the description of where insured property is physically located;
- 2) to include any location:
 - a) owned, rented, leased, constructed or used by the Insured on the effective date of this Policy; or
 - b) purchased, rented, leased, constructed or used by the Insured during the term of this Policy; or
- 3) that results in cancellation of the property insured under this Policy;

this Policy covers such direct physical loss or damage, to the extent it would have provided coverage had such error or unintentional omission not been made.

It is a condition of this Additional Coverage that any error or unintentional omission be reported by the Insured to the Underwriter when discovered and corrected.

The liability of the Underwriters under this extension shall not exceed the Sublimit as shown in the Schedule any one occurrence.

ALL OTHER TERMS, CLAUSES AND CONDITIONS REMAIN UNALTERED.

ADDITIONAL EXTENSIONS APPLICABLE TO BUSINESS INTERRUPTION

In consideration of the premium paid, and subject to the EXCLUSIONS, CONDITIONS AND LIMITATIONS of the Policy to which this Extension is attached, and also to the any additional conditions, exclusions or limitations and defined herein, this Policy is extended to cover loss resulting from necessary Interruption of Business relating only to the premises affected by the Act of Terrorism and/or Sabotage, caused by direct physical loss or damage by an Act of Terrorism and/or Sabotage, as covered by Section 2 of the Policy to which this Extension is attached, to property insured by this Policy.

1. SERVICE INTERRUPTION

- 1) This Policy covers the Actual Loss Sustained incurred by the Insured during the Period of Service Interruption at an insured locations when the loss is caused by the interruption of incoming services consisting of electricity, gas, fuel, steam, water, refrigeration or from the lack of outgoing sewerage service by reason of physical loss or damage, caused by an Act of Terrorism and/or an Act of Sabotage, to property of the type insured by this Policy of the supplier of such service located within this Policy's Territory, that immediately prevents in whole or in part the delivery of such usable services.
- 2) This Extension will apply when the Period of Service Interruption is in excess of 24 hours.
- 3) Additional General Provisions:
 - a) The Insured must notify immediately the suppliers of services of any interruption of such services.
 - b) The Underwriter will not be liable if the interruption of such services is caused directly or indirectly by loss or damage to overhead transmission lines located beyond one (1) mile from the affected insured location.
- 4) The term Period of Service Interruption means:
 - (i) The period starting with the time when an interruption of specified services occurs; and ending when with due diligence and dispatch the service could be wholly restored and the location receiving the service could or would have resumed normal operations following the restorations of service under the same or equivalent physical and operating conditions.
 - (ii) The Period of Service Interruption is limited to only those hours during which the Insured would or could have used services(s) if it had been available.
 - (iii) The Period of Service Interruption does not extend to include the interruption of operations caused by any reason other than interruption of the specified service(s).

The liability of the Underwriters under this extension shall not exceed the Sublimit as shown in the Schedule any one occurrence.

2. DENIAL OF ACCESS INCLUDING CIVIL OR MILITARY ORDER

- a) Loss resulting from interruption of or interference with the Business in consequence of Damage caused by an Act of Terrorism and/or an Act of Sabotage to property within a five (5) mile radius of the Premises, such damage to which shall prevent or hinder the use of the

Premises or access thereto whether the Premises or Property Insured shall be damaged or not.

- b) Loss resulting from interruption of or interference with the Business in consequence of closure, confiscation, requisition or sealing off of the Premises or any right of way by order or action of civil or military authority as a result of Damage by an Act of Terrorism and/or an Act of Sabotage which prevents or hinders the use of the Premises by the Insured.

The Maximum Indemnity Period under this Extension is: 60 days

This Extension will apply when the Period of Interruption is in excess of 24 hours.

The liability of the Underwriters under this extension shall not exceed the Sublimit as shown in the Schedule any one occurrence.

3. **CONTINGENT BUSINESS INTERRUPTION** (Named and Unnamed Customers / Named and Unnamed Suppliers)

The actual loss sustained by interruption of or interference with the Business directly resulting from physical loss or physical damage caused by an Act of Terrorism and/or an Act of Sabotage to property of a type not excluded by this Policy at locations of a Named and Unnamed Supplier or a Named and Unnamed Customer that prevents:

- a) a Named or Unnamed Supplier(s) of goods and/or services to the Insured from rendering and/or delivering their goods and/or services, or
- b) a Named or Unnamed Customer(s) of goods and/or services from the Insured from accepting the Insured's goods and/or services.

Definitions applicable to this extension:

Named Supplier(s) or Customer(s):

Named Supplier(s) or Customer(s) shall mean a Supplier(s) who are named within this Policy who provide goods and or services to the Insured, or Customer(s) who are named within this Policy who receive goods and or services from the Insured.

Unnamed Supplier(s) or Customer(s):

Unnamed Supplier(s) or Customer(s) shall mean a Supplier(s) located within the United States of America and/or Canada who directly provide goods and or services to the Insured, or Customer(s) located within the territorial limits of this policy who directly receive goods and or services from the Insured.

The maximum indemnity period under this Extension is: the number of days as shown within the Risk Details of this Contract.

This Extension will apply when the Period of Interruption is in excess of 24 hours.

The liability of the Underwriters under this extension shall not exceed the Sublimit as shown in the Schedule any one occurrence.

4. **LOSS OF ATTRACTION**

This Policy is extended to cover loss resulting from interruption of or interference with the Business

in consequence of physical loss or damage caused by an Act of Terrorism and/or an Act of Sabotage to property of a type insured within one (1) mile radius of the insured premises which shall result in a diminished attraction whether the Premises or Property Insured shall be damaged or not:

- a. which causes a reduction in the number of people using the Premises of the Insured or;
- b. where the Premises of the Insured forms part of a larger complex development or shopping centre, causes a reduction in the number of people using the same;

The Maximum Indemnity Period under this Extension is: 60 days

This Extension will apply when the Period of Interruption is in excess of 24 hours.

The Underwriter shall not be liable for a natural downturn in the number of customers which could be due to any other reason which however coincides with an Act of Terrorism and/or an Act of Sabotage Occurrence.

The liability of the Underwriters under this extension shall not exceed the Sublimit as shown in the Schedule any one occurrence.

5. **MALICIOUS THREAT**

This Policy is extended to cover the Actual Loss Sustained resulting from interruption of or interference with the Business in consequence of access to or use of the property insured hereunder being prevented due to the insured location or property within one (1) mile radius of the insured location or any right of way being prevented by:

1.
 - a. an order of a civil or military authority for the evacuation of, emergency lockdown of due to a Malicious Threat, or
 - b. prevention of ingress to or egress from an Insured location or within one (1) mile radius of the Insured location, issued in response to a Malicious Threat made during the policy period;
2. the Insured's initiation of an evacuation of, emergency lockdown of, or prevention of ingress to or egress from an Insured location in response to a Malicious Threat made directly to the Insured at a Location owned or operated by the insured during the Policy Period,

but only if such Malicious Threat is subsequently confirmed in writing by a civil or military authority.

Definitions:

For the purposes of this Extension a Malicious Threat means:

a threat of an intent to cause physical loss or damage to tangible property or to harm another person or group of persons, which is carried out by any person or group of persons, whether acting alone or on behalf of or in connection with any organization, or committed for political religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

Additional Conditions:

- i) The Maximum Indemnity Period under this Extension is: 20 days;
- ii) This Extension will apply when the Period of Interruption is in excess of 2 hours;
- iii) The liability of the Underwriters under this extension shall not exceed the Sublimit as shown in the Schedule;

6. TAX TREATMENT OF PROFITS

This Policy is extended to cover the additional loss sustained by the Insured resulting from an Act of Terrorism and/or an Act of Sabotage insured against in the event the tax treatment of:-

- a) the profit portion of a loss recovery involving finished stock manufactured or purchased by the Insured; and/or
- b) the profit portion of business interruption loss proceeds;

differs from the tax treatment of profits that would have been incurred had no loss occurred.

The liability of the Underwriters under this extension shall not exceed the Sublimit as shown in the Schedule any one occurrence.

7. EXTENDED PERIOD OF INDEMNITY

Extended Business Income: The length of time for which loss may be claimed:

- 1) The Underwriters will in addition pay for the actual loss of Business Income incurred by the Insured in the period that begins on the date property (except Finished Stock) is actually repaired rebuilt or replaced and Operations are resumed and ends on the earlier of
 - a) the date the Business could have been restored with reasonable speed to the condition that would have existed if no Incident had occurred or
 - b) three hundred and sixty-five (365) consecutive days after the date determined in 1) above
- 2) Loss of Business Income must be caused as result of direct physical loss or damage caused by an Act of Terrorism and/or an Act of Sabotage occurring during the period of this Policy.

8. ROYALTIES

- 1) Loss of income to the Insured under royalty, licensing fees, or commission agreements between the Insured and another party which is not realizable due to direct physical loss, damage caused by an Act of Terrorism and/or an Act of Sabotage occurring during the period of this Policy insured herein to property of the other party of the type insured under this Policy.
- 2) If such loss occurs during the term of this Policy, it shall be adjusted on the basis of Actual Loss Sustained of such income referred to in paragraph (1) above, which would have been earned had no loss occurred.
- 3) Resumption of Operations:

The Insured shall influence, to the extent reasonably possible, the party with whom the agreement described in paragraph (1) above has been made to use any other machinery, supplies or locations in order to resume business so as to reduce the amount of loss hereunder, and the Insured shall cooperate with that party in every reasonable way to affect this, but not financially, unless such expenditures shall be authorized by the Company.

4) Experience of the Business:

In determining the amount of income derived from the agreement(s) described in paragraph (1) above for the purpose of ascertaining the Actual Loss Sustained, due consideration shall be given to the amount of income derived from such agreement(s) before the date of damage or destruction and to the probable amount of income thereafter had no loss occurred to real and personal property of the type insured under this Policy of such other party.

The liability of the Underwriters under this extension shall not exceed the Sublimit as shown in the Schedule any one occurrence.

9. **ACCOUNTS RECEIVABLE**

This Policy covers any shortage in the collection of accounts receivable, resulting from physical loss or damage caused by an Act of Terrorism and/or an Act of Sabotage occurring during the period of this Policy to accounts receivable records while anywhere within the Territory stated in the Schedule, including while in transit in such territory. The Underwriters will be liable for the interest charges on any loan to offset impaired collections pending repayment of such sum uncollectible as the result of such loss or damage. Unearned interest and service charges on deferred payment accounts and normal credit losses on bad debts will be deducted in determining the recovery.

1. In the event of loss to accounts receivable records, the Insured will use all reasonable efforts, including legal action, if necessary, to effect collection of outstanding accounts receivable.
2. The Insured agrees to use any suitable property or service:
 - (a) owned or controlled by the Insured; or
 - (b) obtainable from other sources,

in reducing the loss under this Additional Coverage.

3. This Policy covers any other necessary and reasonable costs incurred to reduce the loss, to the extent the losses are reduced.
4. If it is possible to reconstruct accounts receivable records so that no shortage is sustained, the Underwriters will be liable only for the reasonable and necessary cost incurred for material and time required to re-establish or reconstruct such records, and not for any costs covered by any other insurance.
5. Accounts Receivable Exclusions: The following exclusions are in addition to the Exclusions clause of this section:

This Additional Coverage does not insure against shortage resulting from:

- (a) bookkeeping, accounting or billing errors or omissions; or

(b) (i) alteration, falsification, manipulation; or

(ii) concealment, destruction or disposal,

of accounts receivable records committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities or other property; but only to the extent of such wrongful giving, taking, obtaining or withholding.

6. The settlement of loss will be made within 90 days from the date of physical loss or damage. All amounts recovered by the Insured on outstanding accounts receivable on the date of loss will belong and be paid to the Underwriters up to the amount of loss paid by the Underwriters. All recoveries exceeding the amount paid will belong to the Insured.

The liability of the Underwriters under this extension shall not exceed the Sublimit as shown in the Schedule any one occurrence.

10. PUBLIC RELATION EXPENSES

In the event of physical loss or physical damage to insured property by an Act of Terrorism and/or an Act of Sabotage occurring during the Period of Insurance as insured hereunder, the Underwriter will indemnify the Insured for the reasonable and necessary expenses incurred in publicity costs directly relating to the protection of the Insured's brand image as may be impacted by the negative press coverage flowing from the physical loss or physical damage incurred by the Insured.

The liability of the Underwriters under this extension shall not exceed the Sublimit as shown in the Schedule any one Occurrence.

ALL OTHER TERMS, CLAUSES AND CONDITIONS REMAIN UNALTERED.

TERRITORIAL EXCLUSION: RUSSIA, UKRAINE AND BELARUS

Notwithstanding anything to the contrary in this Policy, this Policy excludes any loss, damage, liability, cost or expense of whatsoever nature, directly or indirectly arising from or in respect of any:

- i. entity domiciled, resident, located, incorporated, registered or established in an **Excluded Territory**;
- ii. property or asset located in an **Excluded Territory**;
- iii. individual that is physically in an **Excluded Territory**;
- iv. claim, action, suit or enforcement proceeding brought or maintained in an **Excluded Territory**;
- v. payment in an **Excluded Territory**.

This exclusion will not apply to any coverage or benefit required to be provided by the insurer by law or regulation applicable to that insurer, however, the terms of any sanctions clause will prevail.

For purposes of this exclusion, "**Excluded Territory**" means:

- Belarus (Republic of Belarus); and
- Russian Federation; and
- Ukraine (including any disputed regions of Ukraine and including the Crimean Peninsula)

All other terms, conditions and exclusions remain unchanged.

LMA5583B

8 March 2023

APPENDIX 1

ZIP / POST CODE and COUNTRY LIMITATION CLAUSE

Notwithstanding anything contained herein to the contrary, prior written agreement of the Insurers shall be required for any additional property and/or interests located in any of the following areas:

As per Information section of the Market Reform Contract.



SECTION B

Terrorism and Sabotage

Combined Liability Insurance



SCHEDULE

Risk Number:	CMTRB2500496
Name of Insured:	Sako and Partners Lower Holdings, LLC and/or any owned, controlled, associated, affiliated and subsidiary companies including but not limited to joint ventures, partnerships, investments and other interests of the Named Insured but solely as respects the interests of the Named Insured and including automatically the interests of any parent, trust, corporation, owner, entity, or individual in the Named Insured and as more fully defined in the Risk Details section of the Market Reform Contract.
Address of Insured:	945 Bunker Hill Road, Floor 14, Houston TX 77024, United States of America
Period of Insurance:	From: 1st April 2025 To: 1st April 2026 Both dates at 12.01 a.m. Local Standard Time at the location of the insured property
Limit Of Liability:	USD 50,000,000 each Occurrence and in the annual aggregate Subject to Underwriters Total Limit of Liability not exceeding USD 250,000,000 Each Occurrence and in the aggregate for the Period of Insurance in respect of SECTION A and SECTION B combined.
Named Location(s):	As detailed in the Risk Details Section of the Market Reform Contract
Territorial Limits:	United States of America, as per schedule seen and agreed by Underwriters.
Deductible:	Nil each Occurrence.

Choice of Law:	As detailed in the Risk Details Section of the Market Reform Contract
Choice of Jurisdiction:	As detailed in the Risk Details Section of the Market Reform Contract
Service of Suit Nominee:	As detailed in the Risk Details Section of the Market Reform Contract
Premium:	As detailed in the Risk Details Section of the Market Reform Contract
Notification of Claim to:	As detailed in the Risk Details Section of the Market Reform Contract
Taxes Payable by Underwriters:	As detailed in the Risk Details Section of the Market Reform Contract
Taxes Payable by Insured:	As detailed in the Risk Details Section of the Market Reform Contract

Dated: 18th March 2025



Terrorism and Sabotage - Combined Liability Insurance

Policy wording

About this policy

Some of the words underwriters use have a special meaning in this policy. If a word is in **bold** type, please read the definitions section.

This is a claims made and reported policy. This means that, subject to the terms and conditions of this policy, the coverage provided by this policy only covers **claims** first made against the insured or a circumstance which could reasonably be expected to give rise to a **claim** during the **period of insurance** and reported to underwriters in writing as soon as reasonably possible and in no event longer than 90 days after the expiry of this policy. **Claims expenses** that are incurred in defending any **claim** against the insured will reduce, and may completely exhaust, the limit of liability available to pay **damages**. Please review the coverage provided by this policy carefully, and discuss the coverage with your insurance agent or broker.

Fraudulent Conduct and Misrepresentation

- 1.1. This policy and any loss, damage or claim hereunder will be void if, whether before or after loss or damage, an Insured has:
 - 1.1.1. intentionally concealed or intentionally misrepresented and material fact or circumstance;
 - 1.1.2. engaged in fraudulent conduct; or
 - 1.1.3. made false statements;relating to the policy or any loss, damage or claim hereunder.
- 1.2. In the event that any provision of this clause is found by a court of competent jurisdiction to be invalid or unenforceable, the other provisions of this clause and the remainder of the provision in question shall not be affected and shall remain in full force and effect.

Conflict of Law/Statutes

Any terms of this policy which may conflict with applicable laws/statutes (or laws/statutes deemed applicable by a court of competent jurisdiction) are amended to conform with the minimum requirements of such laws/statutes including, but not limited to in respect of New York jurisdiction, s.3420 of the Consolidated Laws of New York.



Terrorism and Sabotage - combined liability insurance

Section 1 - Terrorism and Sabotage liability

The insured should check the schedule to see if this section is in force.

This section is subject to the general conditions, general exclusions and the particular exclusions, terms and conditions appearing below.

Cover

A. The indemnity:

The underwriters will pay on behalf of the insured, up to the limit of liability stated in the schedule, for any **damages** and **claims expenses** which the insured shall become legally liable to pay because of any **claim** or **claims** for **bodily injury** and/or **property damage**, first made against the insured during the **period of insurance** and reported to underwriters in writing no later than 90 days after the expiry of this policy, caused by an **act of terrorism and / or acts of Sabotage** occurring at the named location(s) shown in the schedule during the **period of insurance**. This cover is subject to the terms, conditions and exclusions stated in this policy.

Multiple **acts of terrorism and / or acts of sabotage** which occur within a period of 72 consecutive hours and which have or appear to have a related purpose or common leadership will be deemed to be one **act of terrorism and / or acts of sabotage**.

All **claims** arising out of the same or a continuing **act of terrorism and / or acts of sabotage**, including **acts of terrorism and / or acts of sabotage** which have or appear to have a related purpose or common leadership, within a period of 72 hours shall be considered a single **claim** and deemed to have been made at the time the first of such **claims** is reported to underwriters and shall be subject to one limit of liability.

B. Defense and settlement:

The underwriters shall have the right, but not the obligation, to take over and conduct in the insured's name the defense of any **claim** against the insured seeking **damages** which are payable under the terms of this policy. The underwriters will not pay any costs in defense of a claim which is excluded by this policy. The underwriters reserve the right to appoint lawyers to handle the **claim** on the insured's behalf.

It is agreed that the limit of liability available to pay **damages** shall be reduced and may be completely exhausted by payment of **claims expenses**.

The underwriters shall have the right at their expense to make any investigation they deem necessary, including, without limitation, any investigation with respect to the application for this policy and statements made in the application and with respect to coverage.

If the insured shall refuse to consent to any settlement or compromise recommended by the underwriters and the insured elects to contest the **claim**, the underwriters' liability for any **damages** and **claims expenses** shall be limited to the amount for which the **claim** could have been settled plus the **claims expenses** incurred up to the time of the refusal to settle, or the limit of liability, whichever is less. The underwriters have the right to withdraw from the defense of the **claim** by tendering control of the defense to the insured.

The underwriters have no obligation to pay any **damages** or **claims expenses**, or to defend a **claim**, after the limit of liability has been exhausted by payment of **damages** or **claims expenses**, or after the underwriters deposit the available limit of liability in court and, upon such payment, the underwriters shall have the right to withdraw from the defense of the ongoing **claim** by tendering control of the defense to the insured.

Limit of liability:

The limit of liability stated in the schedule as 'each and every **claim**' is the limit of the underwriters' liability for all **damages** and **claims expenses** arising out of an **act of terrorism and / or acts of sabotage**, regardless of the number of insureds under this policy, **claims** or claimants.

Multiple **acts of terrorism and / or acts of sabotage** which occur within a period of 72 consecutive hours and which have or appear to have a related purpose or common leadership will be deemed to be one **act of terrorism and / or acts of sabotage**.

The limit of liability stated in the schedule as 'aggregate' is the total limit of the underwriters' liability for all **damages** and **claims expenses** arising out of the **claims** first made against the insured during the **period of insurance** and reported to underwriters in writing no later than 90 days after the expiry of this policy.

Exclusions

This policy does not cover **damages** or **claims expenses** with respect to any **claim** directly or indirectly arising from, caused by or due to injury or death to **employees** of the insured, including temporary, contract or borrowed **employees**, or arising under any workers' compensation, unemployment compensation or disability laws, statutes or regulations.

Conditions

Other Insurance:

This policy will act as primary insurance, and will respond first, in the event the insured is otherwise insured incidentally for any **damages** and **claims expenses** which are indemnifiable under this policy (namely under a more general or combined policy providing coverage, in addition, for other risks not indemnified under this policy).

Where the insured is, irrespective of this policy, insured specifically by any other insurance in respect of any **damages** and **claims expenses** which would otherwise have been indemnifiable under this policy (namely under a policy which does not provide coverage for other risks not indemnifiable under this policy), there shall be no contribution or participation by the underwriters of this policy for such **damages** and **claims expenses** or that part of such **damages** and **claims expenses** for which the insured is entitled to be indemnified by such other insurance. This condition will apply whether or not the insured is actually indemnified by such other insurance or if such other insurance is avoided or rescinded.



Terrorism and Sabotage - combined liability insurance

Section 2 - Terrorism and Sabotage employers' liability

The insured should check the schedule to see if this section is in force.

This section is subject to the general conditions, general exclusions and the particular exclusions, terms and conditions appearing below.

Important notice This is an excess liability claims made and reported policy which is not subject to the terms and conditions of any other insurance including compulsory insurance of liability to employees.

Cover

A. The indemnity:

The underwriters will pay on behalf of the insured, up to the limit of liability stated in the schedule, any **damages** which the insured may become legally liable to pay as compensation for **bodily injury** to an **employee** of the insured during the course of their employment in the business of the insured, provided such **bodily injury** is caused solely and directly by an **act of terrorism and / or acts of sabotage** occurring during the **period of insurance** at the location named in the schedule. The underwriters will also pay **claims expenses**.

Multiple **acts of terrorism and / or acts of sabotage** which occur within a period of 72 consecutive hours and which have or appear to have a related purpose or common leadership will be deemed to be one **act of terrorism and / or acts of sabotage**.

All **claims** arising out of the same or a continuing **act of terrorism and / or acts of sabotage**, including **acts of terrorism and / or acts of sabotage** which have or appear to have a related purpose or common leadership, within a period of 72 hours shall be considered a single **claim** and deemed to have been made at the time the first of such **claims** is reported to underwriters and shall be subject to one limit of liability.

B. Defense and settlement

The underwriters shall have the right, but not the obligation, to take over and conduct in the insured's name the defense of any **claim** against the insured seeking **damages** which are payable under the terms of this policy. The underwriters will not pay any costs in defense of a claim not covered by this policy. The underwriters reserve the right to appoint lawyers to handle the **claim** on the insured's behalf.

It is agreed that the limit of liability available to pay **damages** shall be reduced and may be completely exhausted by payment of **claims expenses**.

The underwriters shall have the right at their expense to make any investigation they deem necessary including, without limitation, any investigation with respect to the application for this policy and statements made in the application and with respect to coverage.

If the insured shall refuse to consent to any settlement or compromise recommended by the underwriters and the insured elects to contest the **claim**, the underwriters' liability for any **damages** and **claims expenses** shall be limited to the amount for which the **claim** could have been settled plus the **claims expenses** incurred up to the time of the refusal to settle, or the limit of liability,

whichever is less. The underwriters have the right to withdraw from the defense of the **claim** by tendering control of the defense to the insured.

The underwriters have no obligation to pay any **damages** or **claims expenses**, or to defend a **claim**, after the limit of liability has been exhausted by payment of **damages** or **claims expenses**, or after the underwriters deposit the available limit of liability in court and, upon such payment, the underwriters shall have the right to withdraw from the defense of the ongoing **claim** by tendering control of the defense to the insured.

Limit of liability

The excess limit of liability stated in the schedule as 'each and every **claim**' is the limit of the underwriters' liability for all **damages** and **claims expenses** arising out of an **act of terrorism and / or acts of sabotage**, regardless of the number of **claims** or claimants. The insurance provided by this policy shall always be excess over the underlying limit of liability stated in the schedule.

Multiple **acts of terrorism and / or acts of sabotage** which occur within a period of 72 consecutive hours and which have or appear to have a related purpose or common leadership will be deemed to be one **act of terrorism and / or acts of sabotage**.

The excess limit of liability stated in the schedule as 'aggregate' is the total limit of the underwriters' liability for all **damages** and **claims expenses** arising out of the **claims** first made against the insured during the **period of insurance** and reported to underwriters in writing no later than 90 days after the expiry of this policy.

Conditions

Compulsory insurance:

The insured must maintain, during the **period of insurance**, insurance cover in accordance with the provisions of any law relating to compulsory insurance of liability to **employees**. Only losses which, except for the amount thereof, would have been payable under this policy may reduce or exhaust the underlying limit of liability stated in the schedule.

Other insurance

Where the insured is, irrespective of this policy, insured in whole or in part by any other insurance in respect of any **damages** and **claims expenses** which would otherwise have been indemnifiable in whole or in part by the underwriters of this policy, there shall be no contribution or participation by the underwriters of this policy for such **damages** and **claims expenses** or that part of such **damages** and **claims expenses** for which the insured is entitled to be indemnified by such other insurance. This condition will apply whether or not the insured is actually indemnified by such other insurance or if such other insurance is avoided or rescinded.

Failure of underlying insurance

The insurance provided by this policy shall always be excess over the underlying limit of liability stated in the schedule regardless of the uncollectibility (in whole or in part) of any underlying insured amounts for any reason, including, but not limited to, the financial impairment or insolvency of an underlying insurer or the avoidance or rescission or breach of contract terms of any underlying insurance.

The risk of uncollectibility (in whole or in part) of other insurance, whether because of financial impairment or insolvency of an underlying or other insurer or for any other reason, including avoidance or rescission or breach of contract terms of any underlying insurance, is expressly retained by the insured and is not in any way or under any circumstances insured or assumed by underwriters'.



Terrorism and Sabotage - combined liability insurance
General conditions applying to the whole of this insurance

Conditions

Notice and proof of loss

The insured must notify the underwriters in writing as soon as reasonably possible and in no event later than 90 days after the expiry of this policy of any **claim** or of any circumstance which could reasonably be expected to give rise to a **claim**.

The insured must immediately forward to underwriters through persons named in the schedule every demand, notice, summons or other process received by him or his representative. The insured must keep the underwriters fully informed of the **claim** and forward to the underwriters copies of all relevant correspondence and legal processes.

A **claim** or any circumstance which could reasonably be expected to give rise to a **claim** shall be considered to be reported to the underwriters when notice is first given to underwriters through persons named in the schedule.

Assistance and cooperation

The insured shall cooperate with the underwriters in all investigations, including investigations regarding the application for and coverage under this policy and, upon the underwriters' request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of acts, errors or omissions in respect of loss insured under this policy.

The insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

The insured must not admit liability, make an offer or promise of any payment, assume any obligation, incur any expense, enter into any settlement, acquiesce or agree to any judgment or award or otherwise dispose of any **claim** without the written agreement of the underwriters.

If required by the underwriters, the insured must agree to an examination under oath by the underwriters' appointed representative.

Due diligence

The insured (or any of the insured's agents, sub or co-contractors) must use due diligence and do (and concur in doing and permit to be done) everything reasonably practicable to avoid or diminish further injury or damage and to secure compensation for any such loss including action against other parties to enforce any rights and remedies or to obtain relief or indemnity.

Change in circumstance:

The insured must notify the underwriters immediately of any change in circumstance during the **period of insurance** which will materially affect this policy. This includes but is not limited to any significant change in operating conditions, the management, ownership or control of the insured's business. The underwriters may then vary the terms and conditions of this policy. If the insured is in any doubt whether a change is material he should consult his broker or agent.

Onus of proof

In any claim, and in any action, suit or other proceeding to enforce a claim for loss under this policy the burden of proving that such loss is not excluded from this policy or that the insured is not in breach of any of its conditions will be upon the insured.

Inspection

The underwriters have the right, at their expense, to inspect at any reasonable time the named location shown in the schedule.

By any such inspection underwriters assume no responsibility for safety of the insured property or at the named location.

Joint insureds

The underwriters' total liability for any loss or losses sustained by any one or more of the insureds under this policy will not exceed the limit of liability shown in the schedule. The underwriters shall have no liability in excess of the limit of liability whether such amounts consist of insured losses sustained by all of the insureds or any one or more of the insureds.



Terrorism and Sabotage - combined liability insurance
General conditions applying to the whole of this insurance

The insured agrees that the insured named in the declarations, or if there is more than one insured named in the declarations the first of them, is authorized to receive all notices and agree any amendments to the policy.

Joint ventures

With regard to any liability of the insured which is insured under this policy and arises in any manner out of the operations or existence of any **joint venture** the limit of liability under this policy shall be limited to the percentage interest of the insured in the **joint venture**. Where the percentage interest of the insured in a **joint venture** is not evidenced in writing, the percentage to be applied shall be that which would be imposed by law at the inception of the **joint venture**. Such percentage shall not be increased by the insolvency of any members of such **joint venture** or any other parties. This **joint venture** clause shall not apply to any liability of the insured where, as a result of a **claim**, the terms of the **joint venture** agreement place the whole liability of the **joint venture** on the insured.

Assignment

No assignment of or change of interest in this policy or in any amount payable under it will be binding on or recognized by underwriters.

Subrogation

Where an amount is paid by underwriters under this policy, the insured's rights of recovery against any other person or entity in respect of such amount shall be exclusively subrogated to underwriters. at underwriters' request the insured will assist, co-operate and lend its name to the exercise of underwriters' rights of subrogation. The insured is hereby authorised to waive any rights of recovery in relation to any other party, provided such waiver is given in writing prior to the relevant insured loss indemnifiable under this policy, subject to prior agreement by underwriters.

Cancellation

This policy is non-cancellable other than for non-payment of premium or as may be allowed within this policy whereby the underwriters may give 15 days notice in writing. The underwriters will then be entitled to the pro rata proportion of the premium.

Cancellation of this policy may be effected only by underwriters or their representatives sending by certified or registered mail, notice to the other party stating when, not less than 15 days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by Underwriters or their representatives to the first named Insured at the address shown in RISK DETAILS shall be sufficient proof of notice and the coverage under this policy with respect to all Insureds shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice by underwriters or underwriters' representatives shall be equivalent to sending by certified or registered mail.

Service of Suit (U.S.A)

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance (or reinsurance).



It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), 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

Lloyd's America, Inc.
Attention: Legal Department
280 Park Avenue, East Tower, 25th Floor
New York, NY 10017

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 the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) 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 hereon 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 Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), 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.

LMA5020(amended)
14/09/2005
Form approved by Lloyd's Market Association

Law and jurisdiction
As stated in the Schedule

Interpretation of terms

To the extent that any court of competent jurisdiction should determine that any term or provision of this policy would be in conflict with the public policy the said term or provision is to be interpreted and/or amended so as to conform to the said jurisdiction's public policy.

Knowledge of an insured loss

Knowledge of any **claim** or of any circumstance whether or not within scope of in coverage provided by this policy, by any of the insured agents, servants or **employees** shall not in and of itself constitute knowledge by the insured unless the insured's insurance manager / risk manager, or some other person (being director / officers of the company) the Insured has designated as responsible for insurance matters, shall have knowledge of such occurrence.

Sanction Limitation 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.

LMA3100A
5th October 2023





**Terrorism and Sabotage - combined liability insurance
General conditions applying to the whole of this insurance**

Exclusions

This policy does not cover **damages** or **claims expenses** with respect to any **claim** directly or indirectly arising from, caused by or due to:

1. a. any **act of terrorism and / or acts of sabotage** involving the emission, discharge, dispersal, release or escape of any chemical or biological agent.
- b. any threat or hoax in the absence of physical damage due to an **act of terrorism and / or acts of sabotage**.
- c. any **act of terrorism and / or acts of sabotage** by electronic means including computer hacking or the introduction into any computer of any form of corrupting, harmful or otherwise unauthorized instructions or code. This exclusion shall not apply to the detonation of any explosive bomb or missile by remote controlled devices or the launch, guidance or firing systems of such bomb or missile.
- d. any **pollutant or contaminant**, however such **pollutant or contaminant** may have been introduced or arisen.

However, notwithstanding the above and subject to all other terms, conditions and exclusions of this policy, coverage shall be given for damages on account of **bodily injury** and/or **property damage**, and for the costs of cleaning up **pollutants or contaminants**, arising out of an **act of terrorism and / or acts of sabotage** as defined herein in respect of a discharge of **pollutants or contaminants** immediately, solely and directly caused by an **act of terrorism and/or acts of sabotage**, and only where the **pollutants or contaminants** were present at the location of an **act of terrorism and/or acts of sabotage** prior to such act.

- e. vandalism and malicious mischief, strikes, labor unrest, riots or civil commotion.
 - f. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
 - g. confiscation, nationalization, requisition or destruction of or damage to property by or under the order of any government or public or local authority.
 - h. nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused.
2. loss of market, loss of income, loss of use or any other consequential loss other than loss of income or loss of use at the property physically lost or physically damaged by an **act of terrorism and / or acts of sabotage** as insured by this policy.
 3. loss, injury or damage arising out of employment related claims, of any type, including but not limited to **employee** claims of wrongful termination of employment, discrimination, harassment, false arrest, slander, invasion of privacy, assault or battery, or mental anguish or humiliation when asserted in connection with an employment related claim.
 4. loss, injury or damage caused by or resulting from the insured's recklessness or deliberate



misconduct.

5. loss or damage to property:

- a. owned, leased, rented or occupied by the insured;
 - b. in the care, custody or control of the insured or the care, custody or control of any person under contract with the insured.
6. fines, penalties, punitive or exemplary damages, sanctions or any additional damages resulting from the multiplication of compensatory damages.
7. mental injury, anguish or shock where no actual physical injury has occurred to the claimant.
8. loss or damage arising from goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the insured.
9. criminal, dishonest, fraudulent or malicious conduct by the insured.
10. loss, injury or damage recoverable under any compulsory automotive insurance legislation whether or not such insurance is in place.

This policy does not cover the deductible amount stated in the schedule.

Nothing contained in the above exclusions shall extend this policy to cover any liability which would not have been covered had these exclusions not been incorporated herein.



Terrorism and Sabotage - combined liability insurance General conditions applying to the whole of this insurance

Definitions: For the purposes of this policy:

Act of Terrorism

means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

Acts of Sabotage

means a subversive act or series of acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

All **claims** arising out of the same or a continuing **act of terrorism and / or acts of sabotage**, including **acts of terrorism and / or acts of sabotage** which have or appear to have a related purpose or common leadership, within a period of 72 hours shall be considered a single **claim** and deemed to have been made at the time the first of such **claims** is reported to underwriters and shall be subject to one limit of liability.

Bodily injury

means all physical injury to a third party human being, other than the perpetrator(s) of the **act of terrorism and / or acts of sabotage**, including death, sickness, disease or disability and all consequent mental injury, anguish or shock to such human suffering such physical injury.

Claim

means a written demand received by the insured for **damages** covered by this policy, including the institution of arbitration proceedings.

Claims expenses

means all fees, costs and expenses incurred with the written consent of underwriters resulting from the investigation, adjustment, appraisal, defense or appeal of a **claim**, suit or proceeding relating to a **claim**. **Claims expenses** do not include the salaries, expenses, overhead or other charges by the insured for any time spent in cooperating in the defense, settlement and investigation of any **claim**.

Damages

means a monetary judgment, monetary award or monetary settlement made with underwriter's written approval.

Employee(s) means the following persons working for the insured for the purpose of the insured's business:

- a. any person employed by the insured under a contract of service or apprenticeship.
- b. any person supplied to, hired by or borrowed by the insured.
- c. labor masters and persons supplied by them.
- d. persons employed by labor only sub-contractors.



- e. self-employed persons and voluntary helpers.
- f. any person attending under a work experience scheme.
- g. a prospective **employee** who is undergoing practical work experience while being assessed by the insured as to his or her suitability for employment.

Joint venture

means a joint venture, co-venture, joint lease, joint operating agreement or partnership in which the insured has a financial interest.

Property damage

means physical loss of, physical damage to or physical destruction of tangible property including the resulting loss of use of such tangible property.

Period of insurance

means the period of time between the inception date shown in the schedule and effective date of termination, expiration or cancellation of this policy.

Pollutant(s) or contaminate(s)

includes but is not limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence, or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

Policy Number: (UMR) B0713CMTRB2500496

SECURITY DETAILS

REFERENCES

UMR (Unique Market Reference): B0713CMTRB2500496
Date contract printed to PDF: 10:27 07 April 2025

SIGNED UNDERWRITERS

Arch Slip Leader

Master Facility for Arch RoW Exc. EEA
Master Reference: B0713CMTRO2400299



25%
Written

0	8	7	8	9	7	0	1	2	0	2	5			
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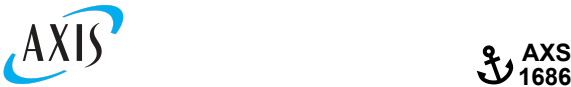
25%
Signed

09:17 07 April 2025
2023 Lloyd's Underwriter Syndicate No. AAL 2012 (80%) / ASL 1955 (20%), London, England
Henry Buchanan on behalf of Joseph James
Bound as Lloyd's Leader

Participant Role: Leader

Axis Insurance

Master Facility for Arch RoW Exc. EEA
Master Reference: B0713CMTRO2400299



15%
Written

3	8	3	6	0	2	6	1	2	4	P	R			
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15%
Signed

09:20 07 April 2025
Lloyd's Underwriter Syndicate No. 1686 AXS, London, England
Charlotte Brown
Bound

Participant Role: Follower - Notification Required

Policy Number: (UMR) B0713CMTRB2500496

Mosaic Syndicate Services Limited / Asta Europe SRL trading as Mosaic Europe

Master Facility for Arch RoW Exc. EEA

Master Reference: B0713CMTRO2400299

11.25%
Written

M	W	T	2	8	7	9	0	2	4	A	A			
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11.25%
Signed

09:20 07 April 2025
Lloyd's Underwriter Syndicate No 1609 MOS, London, England
Luke Bennett
Bound



Participant Role: Follower - Notification Required

Markel International

Master Facility for Arch RoW Exc. EEA

Master Reference: B0713CMTRO2400299

11.25%
Written

C	O	3	6	1	2	B	2	4	M	A	A			
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11.25%
Signed

09:20 07 April 2025
Lloyd's Underwriter Syndicate No. 3000 MKL, London, England
Matthew Brooke
Bound



variable line USD 20m max iro PV
perils

Participant Role: Follower - Notification Required

Policy Number: (UMR) B0713CMTRB2500496

MS Amlin Underwriting Limited

Master Facility for Arch RoW Exc. EEA

Master Reference: B0713CMTRO2400299

11.25%
Written

11.25%
Signed



W	T	X	7	3	0	3	5	2	4	P	B			
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W	L	F	7	3	0	3	7	2	4	P	B			
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09:20 07 April 2025
Lloyd's Underwriter Syndicate No. 2001 AML, London, England
Sean Bellamy
Bound

Participant Role: Follower - Notification Required

Hamilton / Hamilton Insurance DAC

Master Facility for Arch RoW Exc. EEA

Master Reference: B0713CMTRO2400299

10%
Written

10%
Signed



E	J	2	0	4	C	2	4	A	0	0	0			
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6T, 7T, TO, TU, RS, WL

09:20 07 April 2025
Lloyd's Underwriter Syndicate No. 4000 HAM, London, England
Matt Griffiths
Bound

Participant Role: Follower - Notification Required

Policy Number: (UMR) B0713CMTRB2500496

Westfield Specialty Managing Agency

Master Facility for Arch RoW Exc. EEA

Master Reference: B0713CMTRO2400299

10%
Written

10%
Signed



4	6	9	1	8	2	4	A	R	0	0	0			
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09:20 07 April 2025
Lloyd's Underwriter Syndicate No. 1200 WSM, London, England
Joanna Cousins
Bound

Participant Role: Follower - Notification Required

SCOR Syndicate

Master Facility for Arch RoW Exc. EEA

Master Reference: B0713CMTRO2400299

6.25%
Written

6.25%
Signed



T	1	0	7	1	7	8	L	2	4	A	B			
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09:20 07 April 2025
SCOR Syndicate Lloyd's Underwriter Syndicate No. 2015 CHN, London, England
Kayley Stewart
Bound

Participant Role: Follower - Notification Required

Policy Number: (UMR) B0713CMTRB2500496

SETTLEMENT INFORMATION

Allocation of Premium to Coding

TO at 20%

6T at 80%

Allocation of Premium to Year of Account

2025

Terms of Settlement

Settlement Due Date: 01 June 2025

Instalment Premium Period of Credit: 60 day(s)

Adjustment Premium Period of Credit: 60 day(s)

Arch

Lloyd's Leader

Joseph James