

Figure: 28 TAC §1.601(a)(2)(B)

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.

Lloyd's of London

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

Call: Lloyd's of London at 44(0)20.7327.1000

Toll-free:

Online: www.lloyds.com

Email:

Mail: One Lime Street London, 7HA EC3M

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, P.O. Box 12030, Austin, TX 78711-2030

¿Tiene una queja o necesita ayuda?

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.

Lloyd's of London

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

Llame a: Lloyd's of London al 44(0)20.7327.1000

Teléfono gratuito:

[optional] En línea: www.lloyds.com

Correo electrónico:

Dirección postal: One Lime Street London, 7HA EC3M

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,
P.O. Box 12030, Austin, TX 78711-2030

Texas Tax Information:

Risk Location: 500-08 Exposition Dallas, TX 75226

Guaranty Fund Nonparticipation 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 4.85 percent tax on gross premium.

Surplus Lines Agent: CRC Insurance Services, License #18530

Address: 1 Metroplex Drive, Suite 400, Birmingham, AL 35209

Policy Premium:	\$25,859.82
TRIPRA Premium:	
TRIPRA Status:	REJECTED
Broker Fee	\$1,939.49
Policy Fee	\$2,585.98
Surplus Lines Tax:	\$1,473.69
Stamping Office Fee:	\$12.15
:	
:	
:	
:	
:	
:	
Grand Total:	\$31,871.13

Insured: August Real Estate Co.

Type: All risks of direct physical loss or damage
Including Flood And Earthquake but Excluding
Equipment Breakdown as per Co-Insuring
policy

Period: From 23rd June 2024 To 23rd June 2025

MRC

RISK DETAILS

**UNIQUE MARKET
REFERENCE:**

BI306P558822401

TYPE:

All risks of direct physical loss or damage Including Flood And Earthquake
but Excluding Equipment Breakdown as per Co-Insuring policy

FORM:

CO NMA 2074

INSURED:

August Real Estate Co.

ADDRESS:

3612 Amherst Avenue
Dallas
TX, 75225
USA

Summary of Charges

Premium	\$25,859.82
CRC Broker Fee	\$1,939.49
Policy Fee	\$2,585.98
TX Surplus Lines Tax	\$1,473.69
TX Stamping Office Fee	\$12.15
Total	\$31,871.13
Zip Code	75226

PERIOD:

From: 23rd June 2024
To: 23rd June 2025
both days at 12.01 am local standard time at the address of the Insured

RISK LOCATIONS:

As per schedule of values seen by underwriters

INTEREST

Real and Personal Property, Business Interruption/Extra Expense, Debris
Removal, Demolition & Increased Cost of Construction (DICC), Valuable
Papers, Accounts Receivable, Contingent Time Element, Fine Arts, EDP,
Service Interruption, Pollutant Clean-Up and Removal, Fire Brigade and
Extinguishing Expenses, Ingress/Egress, Errors and Omissions, Leasehold
Interest, Transit, Civil Authority, In the Incidental Course of Construction.
as described in the Co-Insuring Policy

LIMIT OF LIABILITY:

USD 5,000,000 any one loss

DEDUCTIBLES:

Per Occurrence, USD 250,000 except:
USD 250,000 in respect of water damage
Flood USD 250,000
Earthquake USD 250,000
Windstorm and Hail: 3% of Location affected total values subject to a
minimum of USD 250,000
Named Windstorm – Tier I counties 5% of reported values subject to a
minimum of USD 250,000



TERRITORIAL LIMITS: USA as per Co-Insuring Policy

CONDITIONS: **Lead Co-Insuring Company:** Certain Underwriters at Lloyds under Policy reference: BI306P558822400 for 88.5% order.

Which include the following:

LMA 3100 Sanctions Limitation and Exclusion Clause as per Co-insurance
LMA 5599 Values Limitation Endorsement – 110% as per Co-insurance
LMA 3333 (Re)Insurer's Liability Clause
NMA 1191 Radioactive Contamination Exclusion Clause – Physical Damage Direct (USA) as per Co-insurance
LMA 5401 Cyber and Data Exclusion as per Co-insurance
NMA 2962 Biological or Chemical Materials Exclusion as per Co-insurance
LMA 5018 Microorganism Exclusion (Absolute) as per Co-insurance
LMA 5021 Applicable Law (USA) as per Co-insurance
LMA 5393 Communicable Disease Endorsement as per Co-insurance
LMA 5390 Terrorism Risk Insurance Act of 2001 as amended Not Purchased Clause as per Co-insurance
LMA5020 Service of Suit naming Lloyds America
NMA 1331 Cancellation Clause (amended) - 25% Minimum Earned Premium
NMA 2419 Lines Clause

NOTICES: LMA 9080D Texas Complaints Notice Surplus Lines as per Co-insurance
LMA 9079 Texas Surplus Lines Notice as per Co-insurance

SUBLIMITS: As per the program sub-limit as attached

CLAIMS ADJUSTER: Engle Martin
Annette Tarquinio
Senior Executive General Adjuster
5565 Glenridge Connector, Suite 900
Atlanta, GA 30342
atarquinio@englemartin.com
Office: 214-239-0913
Mobile: 469-400-2361
Tollfree: 800-818-5619

CHOICE OF LAW & JURISDICTION: Law: Texas
Jurisdiction: USA

PREMIUM: USD 224,868 annual

11.5% Hereon

USD 25,859.82 annual

Guaranty Fund Nonparticipation 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 4.85 percent tax on gross premium.



**PREMIUM PAYMENT
TERMS:**

LSW 3001 60 days Premium Payment Clause

**TAXES PAYABLE
BY INSURED AND
ADMINISTERED BY
INSURER(S):**

None

**RECORDING
TRANSMITTING
& STORING
INFORMATION:**

Information provided in relation to this contract of insurance will be stored by Ambris LLP and may be transmitted either electronically or by other means to contracted (or prospective) parties to this contract.

**INSURER CONTRACT
DOCUMENTATION:**

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

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.



PROGRAM SUBLIMITS

MISCELLANEOUS UNNAMED LOCATIONS	No Cover
NEW BUILDINGS AND ADDITIONS UNDER CONSTRUCTION	No Cover
ACCOUNTS RECEIVABLE	USD 100,000
AUTOMATIC COVERAGE	USD 1,000,000
BRANDS AND LABELS	No Cover
CONSEQUENTIAL REDUCTION IN VALUE	No Cover
DEBRIS REMOVAL	USD 500,000
DECONTAMINATION COSTS	USD 100,000
DEFERRED PAYMENTS	USD 100,000
DEMOLITION AND INCREASED COST OF CONSTRUCTION	USD 2,500,000
EARTH MOVEMENT in the aggregate during the Period of Insurance	USD 1,000,000
ERRORS AND OMISSIONS	USD 1,000,000
EXPEDITING COSTS and EXTRA EXPENSE combined	USD 1,000,000
FINE ARTS	USD 25,000
FLOOD in the aggregate during the Period of Insurance	USD 3,000,000 except; USD 1,000,000 for locations wholly or partially in a Special Flood Hazard Area of 100 year Flooding(as defined by FEMA)
LAND AND WATER CONTAMINANT OR POLLUTANT CLEANUP, REMOVAL AND DISPOSAL in the aggregate during the Period of Insurance	USD 100,000
PROFESSIONAL FEES	USD 250,000



SERVICE INTERRUPTION PROPERTY DAMAGE and SERVICE INTERRUPTION TIME ELEMENT combined	USD1,000,000
TRANSPORTATION	USD500,000
VALUABLE PAPERS AND RECORDS	USD 500,000
RADIOACTIVE CONTAMINATION (SUDDEN & ACCIDENTAL)	No Cover
DATA REPRODUCTION COST	No Cover
LEASEHOLD INTEREST	USD500,000
RENTAL INSURANCE	USD500,000
COMMISSIONS, PROFITS AND ROYALTIES	USD500,000
CONTINGENT TIME ELEMENT	USD500,000

Waiting Periods:

72 Hours TIME ELEMENT SERVICE INTERRUPTION

Time Limits:

In addition to the time limits shown in the Policy, the following apply:

- 30 day period AUTOMATIC COVERAGE**
- 30 day period INGRESS/EGRESS – 1 mile limitation**
- 30 day period CIVIL OR MILITARY AUTHORITY – 1 mile limitation**
- 180 day period EXTENDED PERIOD OF LIABILITY**
- 3 day period SERVICE INTERRUPTION**



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 100177 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



CANCELLATION CLAUSE – 25% Minimum Earned

This Insurance may be cancelled by the Insured at any time by written notice or by surrendering of this Contract of Insurance. This Insurance may also be cancelled by or on behalf of the Underwriters by delivering to the Insured or by mailing to the Insured, by registered, certified or other first class mail, at the Insured's address as shown in this Insurance, written notice stating when, not less than 30 days thereafter (except for non-payment of premium where 10 days thereafter), the cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.

If this Insurance shall be cancelled by the Insured the Underwriters shall retain the customary short rate proportion of the premium hereon, subject to a minimum earned premium of 25% as of inception; any conditions of the Policy to the contrary notwithstanding.

If this Insurance shall be cancelled by or on behalf of the Underwriters the Underwriters shall retain the pro rata proportion of the premium hereon.

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

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

20/4/61
NMA1331 (amended)



LMA3333**(Re)insurer's liability several not joint**

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

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

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

Proportion of liability

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

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

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

LINES CLAUSE

This Insurance, being signed for 100% of 11.5% insures only that proportion of any loss, whether total or partial, including but not limited to that proportion of associated expenses, if any, to the extent and in the manner provided in this Insurance.

The percentages signed in the Table are percentages of 11.50% of the amount(s) of Insurance stated herein.

NMA2419

PREMIUM PAYMENT CLAUSE

Notwithstanding any provision to the contrary within this Contract or any endorsement hereto, in respect of non-payment of premium only the following clause will apply.

The Insured undertakes that premium will be paid in full to Insurers within 60 days of inception of this contract (or, in respect of instalment premiums, when due).

If the premium due under this contract has not been so paid to Insurers by the 60th day from the inception of this contract (and, in respect of instalment premiums, by the date they are due) Insurers shall have the right to cancel this contract by notifying the Insured via the broker in writing. In the event of cancellation, premium is due to Insurers on a pro rata basis for the period that Insurers are on risk but the full contract premium shall be payable to Insurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this contract.

It is agreed that Insurers shall give not less than 30 days prior notice of cancellation to the Insured via the broker. If premium due is paid in full to Insurers before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

LSW3001
30/09/08



INFORMATION

TIV : USD 46,384,891

Building Values : USD 41,133,937

Contents : USD 150,000

BI/EE/Rental Value : USD 5,100,954

Email correspondance dated : 20th May 2024



POLICY NUMBER: BI306P55882240I

SECURITY DETAILS

ORDER HEREON: 11.5% of 100%

BASIS OF WRITTEN LINES: Percentage of whole

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 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 (re)insured and all (re)insurers whose lines are to be varied. The variation to the contracts will take effect only when all such (re)insurers have agreed, with the resulting variation in signed lines commencing from the date set out in the agreement.



POLICY NUMBER: B1306P558822401

SECURITY

WRITTEN LINES:

Contract No: B1306C503142400

Agreement Obtained in respect of uninitiated lines

(P2)

11.5%	AML	2001
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WETH



OSDN
61249*22-03-2024



POLICY NUMBER: B1306P558822401

SUBSCRIPTION AGREEMENT

SLIP LEADER: Amlin Syndicate 2001 attaching to C503142400

**BASIS OF AGREEMENT
TO CONTRACT CHANGES:** GUA Version 2 (February 2014)

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

Where no other agreement parties are specified, Slip Leader only

**AGREEMENT PARTIES
FOR CONTRACT
CHANGES, FOR THEIR
PROPORTION ONLY:**

None.

**BASIS OF CLAIMS
AGREEMENT:**

Claims to be managed in accordance with:

1. 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:
2. The Lloyds Claim Scheme (Combined), or as amended or any successor thereto.
3. IUA claims agreement practices.
4. The practices of any company(ies) electing to agree claims in respect of their own participation.

**CLAIMS AGREEMENT
PARTIES:**

- A. Claims falling within the scope of the LMA 9150 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:

- 1) For Lloyd's Syndicates:

The leading Lloyd's syndicate and, where required by the applicable Lloyd's Claim Scheme, the second Lloyd's syndicate

The Leading Lloyd's syndicate is the Slip Leader



POLICY NUMBER: BI306P55882240I

The second Lloyd's syndicate is the Lloyd's syndicate whose stamp sequentially follows the Lloyd's Leader (disregarding any non-Lloyd's syndicate stamp).

- 2) Those companies acting in accordance with the IUA claims agreement practices, excepting those that may have opted out via 3) below.
- 3) Those companies that have specifically elected to agree claims in respect of their own participation
- 4) All other subscribing Insurers that are not party to the Lloyd's / IUA claims agreement practices each in respect of their own participation or agree to follow the settlement and / or settlement decision of the Slip Leader

CLAIMS

ADMINISTRATION:

Ambris 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.

RULES AND EXTENT OF ANY OTHER DELEGATED CLAIMS AUTHORITY:

None, unless otherwise specified here by any of the claims agreement parties shown above.

EXPERT(S) FEES COLLECTION:

Ambris LLP to collect fees for all contract security (insurers) including overseas.

SETTLEMENT DUE DATE: 22nd August 2024

BUREAUX ARRANGEMENTS:

Premium to be signed via delinked accounting, wherever possible.
Premium Processing Clause LSV3003 applies. Appointed broker: Ambris LLP

NON-BUREAU ARRANGEMENTS:

None



POLICY NUMBER: BI306P55882240I

FISCAL AND REGULATORY

**TAX PAYABLE BY
INSURERS(S):**

Not applicable

COUNTRY OF ORIGIN:

USA

**REGULATORY RISK
LOCATION:**

USA

OVERSEAS BROKER:

CRC Insurance Services Inc
7557 Rambler Road, Suite 300
Dallas
TX 75231

SURPLUS LINES BROKER:

CRC Insurance Services Inc
1 Metroplex Drive, Suite 400
Birmingham
AL, 35209
USA

Licence No: 18530

STATE OF FILING:

Texas

US CLASSIFICATION:

US Surplus Line

**ALLOCATION OF
PREMIUM TO CODING:**

P2 100%

**REGULATORY CLIENT
CLASSIFICATION:**

Commercial Other

**IS THE BUSINESS
SUBJECT TO DISTANCE
MARKETING DIRECTIVE?**

No



POLICY NUMBER: BI306P55882240I

BROKER REMUNERATION AND DEDUCTIONS

FEE PAYABLE BY CLIENT: No

TOTAL BROKERAGE: 6.5%

**OTHER DEDUCTIONS
FROM PREMIUM:** None

