

# CHUBB® Chubb Commercial Excess Follow-Form Insurance

## Premium Bill

*Policy Period* SEPTEMBER 30, 2023 To SEPTEMBER 30, 2024

*Effective Date* SEPTEMBER 30, 2023

*Policy Number* 7987-80-23

*Insured* FREEHOLD MANAGEMENT, INC

*Name of Company* FEDERAL INSURANCE COMPANY

*Date Issued* September 28, 2023

*Producer* SWINGLE, COLLINS & ASSOCIATES

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**THIS BILLING IS TO BE ATTACHED TO AND FORM A PART OF THE POLICY**

PLEASE SEND PAYMENT TO AGENT OR BROKER, IF APPLICABLE

<i>Coverage</i>	<i>Premium</i>
COMMERCIAL EXCESS	\$31,815.00
<i>Total</i>	\$31,815.00

**Portion of total premium attributable for Terrorism and statutory standard fire where applicable is:  
\$315.00**



## **IMPORTANT NOTICE TO POLICYHOLDERS TERRORISM RISK INSURANCE ACT**

This Important Notice is being provided with your policy to further satisfy the disclosure requirements of the Terrorism Risk Insurance Act.

At the time you received the written offer for this policy, we provided you with an Important Notice to Policyholders indicating that the insurance provided in your policy for losses caused by certain acts of terrorism (as defined in the Terrorism Risk Insurance Act) would be partially reimbursed by the United States of America, pursuant to the formula set forth in the Terrorism Risk Insurance Act. In addition, as required by the Terrorism Risk Insurance Act, we:

- indicated that we would make available insurance for such losses in the same manner as we provide insurance for other types of losses;
- specified the premium we would charge, if any, for providing such insurance; and
- except to the extent prohibited by law, gave you the opportunity to reject such insurance and have a terrorism exclusion, sublimit or other limitation included in your policy.

This Important Notice refers back to that Important Notice and provides information about your decision and the manner in which your policy has been subsequently modified.

If:

- You rejected terrorism insurance under the Terrorism Risk Insurance Act, your policy includes the appropriate amendatory endorsement(s).
- You did not reject terrorism insurance under the Terrorism Risk Insurance Act, the premium charged for your policy, including that portion applicable to terrorism insurance under the Terrorism Risk Insurance Act, is shown in your policy. To the extent your policy includes a limitation on terrorism insurance, it has been modified so that such limitation does not apply to terrorism insurance under the Terrorism Risk Insurance Act.

Please carefully review your policy and the Important Notice previously provided to you for further details. Please remember that only the terms of your policy establish the scope of your insurance protection.

**Please note that if your policy:**

- ***provides commercial property insurance in a jurisdiction that has a statutory standard fire policy, the premium we charge for terrorism insurance under the Terrorism Risk Insurance Act, includes an amount attributable to the insurance provided pursuant to that standard fire policy. Rejection of such statutory insurance is legally prohibited.***
- ***is a workers compensation policy, rejection of insurance for terrorism is legally prohibited.***

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.



**IMPORTANT NOTICE TO POLICYHOLDERS**

**This Important Notice is not your policy. Please read your policy carefully to determine your rights, duties, and what is and what is not covered. Only the provisions of your policy determine the scope of your insurance protection.**

**THIS IMPORTANT NOTICE PROVIDES INFORMATION CONCERNING POSSIBLE IMPACT ON YOUR INSURANCE COVERAGE DUE TO COMPLIANCE WITH APPLICABLE TRADE SANCTION LAWS.**

**PLEASE READ THIS NOTICE CAREFULLY.**

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Various trade or economic sanctions and other laws or regulations prohibit us from providing insurance in certain circumstances. For example, the United States Treasury Department's Office of Foreign Asset Control (OFAC) administers and enforces economic and trade sanctions and places restrictions on transactions with foreign agents, front organizations, terrorists, terrorists organizations, and narcotic traffickers. OFAC acts pursuant to Executive Orders of the President of the United States and specific legislation, to impose controls on transactions and freeze foreign assets under United States jurisdiction. (To learn more about OFAC, please refer to the United States Treasury's web site at <http://www.treas.gov/ofac>.)

To the extent that you or any other insured, or any person or entity claiming the benefits of this insurance has violated any applicable sanction laws, this insurance will not apply.

We have added a condition or section that applies to the entire policy called Compliance With Applicable Trade Sanctions, which stipulates that your insurance policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.





## *POLICYHOLDER NOTICE*

All of the members of the Chubb Group of Insurance companies doing business in the United States (hereinafter "Chubb") distribute their products through licensed insurance brokers and agents ("producers"). Detailed information regarding the types of compensation paid by Chubb to producers on US insurance transactions is available under the Producer Compensation link located at the bottom of the page at [www.chubb.com](http://www.chubb.com), or by calling 1-866-588-9478. Additional information may be available from your producer.

Thank you for choosing Chubb.







## *Important Notice*

To obtain information or make a complaint:

You may contact the company for information or to make a complaint at:

202B Hall's Mill Road,  
Whitehouse Station, NJ 08889  
1-800-252-4670

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104  
Austin, Texas 78714-9104

FAX # (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-Mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### *Premium Or Claim Disputes*

Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### *Attach This Notice To Your Policy*

This notice is for information purposes only and does not become a part or condition of the attached document.



**Declarations**

**Chubb Group of Insurance Companies**  
**202B Hall's Mill Road,**  
**Whitehouse Station, NJ 08889**

**Named Insured and Mailing Address**

FREEHOLD MANAGEMENT, INC  
2929 CARLISLE ST, #170  
DALLAS, TX 75204

**Policy Number** 7987-80-23

*Issued by the stock insurance company  
indicated below, herein called the company.*

**FEDERAL INSURANCE COMPANY**

*Incorporated under the laws of INDIANA*

**Producer No.** I01819 / 0041603

**Producer** SWINGLE, COLLINS & ASSOCIATES  
13760 NOEL ROAD STE 600  
DALLAS, TX 75240-1381

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**Policy Period**

From: SEPTEMBER 30, 2023 To: SEPTEMBER 30, 2024  
12:01 A.M. standard time at the Named Insured's mailing address shown above.

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**Premium**

\$31,815.00

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**Limits Of Insurance**

Other Aggregate Limit (as applicable)	\$20,000,000
Products Completed Operations Aggregate Limit	\$20,000,000
Each Occurrence Limit	\$20,000,000

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**Underlying Limits Of Insurance**  
(Includes Controlling Underlying Limits Of Insurance)

<b>Description</b>	<b>Limits</b>
<b>Commercial Umbrella Liability</b>	
Aggregate Limit (where applicable)	\$5,000,000
Products Completed Operations Aggregate Limit	\$5,000,000
Each Occurrence Limit	\$5,000,000
<b>Commercial Umbrella Liability</b>	
Aggregate Limit (where applicable)	\$5,000,000
Products Completed Operations Aggregate Limit	\$5,000,000
Each Occurrence Limit	\$5,000,000
<b>Commercial Employer's Liability</b>	
Bodily Injury By Accident	
Each Accident Limit	\$500,000
Bodily Injury By Disease	
Policy Limit	\$500,000
Each Employee	\$500,000

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**Controlling Underlying Insurance(s)**

<b>Description</b>	<b>Limits</b>
<b>Commercial Umbrella Liability</b>	
Company	THE CINCINNATI INSURANCE COMPANY
Policy Number	ENP0667130
Policy Period	From: 09/30/2023 To: 09/30/2026
Limits of Insurance	
Aggregate Limit (where applicable)	\$5,000,000
Products Completed Operations Aggregate Limit	\$5,000,000
Each Occurrence Limit	\$5,000,000
Occurrence	
3 year policy	

# CHUBB® Chubb Commercial Excess Follow-Form Insurance

Effective Date SEPTEMBER 30, 2023

Policy Number 7987-80-23

## Commercial Umbrella Liability

Company THE OHIO CASUALTY INSURANCE COMPANY  
Policy Number ESO64203368  
Policy Period From: 09/30/2023 To: 09/30/2024

### Limits of Insurance

Aggregate Limit (where applicable)	\$5,000,000
Products Completed Operations Aggregate Limit	\$5,000,000
Each Occurrence Limit	\$5,000,000

Occurrence

Covering NV Locations

## Commercial Employer's Liability

Company ZNAT INSURANCE COMPANY  
Policy Number C045941524  
Policy Period From: 09/30/2023 To: 09/30/2024

### Limits of Insurance

Bodily Injury By Accident	
Each Accident Limit	\$500,000
Bodily Injury By Disease	
Policy Limit	\$500,000
Each Employee	\$500,000

## Authorization

In Witness Whereof, the company issuing this policy has caused this policy to be signed by its authorized officers, but this policy shall not be valid unless also signed by a duly authorized representative of the company.

FEDERAL INSURANCE COMPANY

  
Secretary

  
Michelle McLaughlin  
President

Authorized Representative  
Date September 28, 2023



Chubb. Insured.™



# CHUBB® Chubb Commercial Excess Follow-Form Insurance

## Schedule of Forms

*Policy Period*                      SEPTEMBER 30, 2023 To SEPTEMBER 30, 2024

*Effective Date*                      SEPTEMBER 30, 2023

*Policy Number*                      7987-80-23

*Insured*                                FREEHOLD MANAGEMENT, INC

*Name of Company*                  FEDERAL INSURANCE COMPANY

*Date Issued*                          September 28, 2023

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	<i>Form number</i>
<i>As of the effective date printed above, this is the Schedule of Forms applicable to this policy:</i>	
PREMIUM BILL	07-10-0542 (10/06)
PREMIUM BILL	07-10-0542I (10/06)
IMPORTANT NOTICE TO POLICYHOLDERS-TRIPRA	99-10-0732 (01/15)
IMPORTANT NOTICE - OFAC	99-10-0792 (09/04)
AOD IMPORTANT POLICYHOLDER NOTICE	99-10-0872 (06/07)
TX IMPORTANT NOTICE	99-10-0881 (12/07)
COMMERCIAL EXCESS FOLLOW-FORM DECLARATIONS	07-02-2268 (02/09)
CHUBB COMMERCIAL EXCESS FOLLOW-FORM INSURANCE	07-02-0909 (05/05)
TEXAS MANDATORY	07-02-1071 (04/06)
INFORMATION LAWS, INCL UNAUTH OR UNSOL COMMUN	07-02-2173 (01/13)
EXCL - POLLUTION - ABSOLUTE	07-02-0919 (05/05)
EXCL - INTELLECTUAL PROPERTY LAWS OR RIGHTS	07-02-1568 (05/10)
EXCL - BIOLOGICAL AGENTS	07-02-1694 (05/05)
EXCLUSION - PRIVACY	07-02-1945 (05/05)
CAP ON CERTIFIED TERRORISM LOSSES	07-02-1957 (01/15)
AMENDED LIMITS OF INS-ONE POLICY AGG ABSOLUTE	07-02-2224 (07/06)
EXCLUSION - CONSTRUCTION OR DEVELOPMENT	07-02-2230 (08/10)
EXCLUSION - WAR	07-02-2736 (03/17)
EXCLUSIONS – ACCESS OR DISCLOSURE AND ELECTRONIC DATA-RELATED LIABILITY WITH EXCEPTIONS	07-02-2850 (03/21)





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## **Contract**

Please read the entire policy carefully. The terms and conditions of this insurance include the various sections of this contract: Coverage; Investigation, Defense And Settlements; Supplementary Payments; Coverage Territory; Who Is An Insured; Limits Of Insurance; When This Excess Follow-Form Insurance Applies; Exclusions; Conditions and Definitions, as well as the Declarations and any Endorsements made a part of this insurance.

Throughout this contract the words "you" and "your" refer to the named **insured** shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Words and phrases that appear in **bold** print have special meanings and are defined in the Definitions section of this contract.

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### **Coverage/Excess Follow-Form**

Subject to all of the terms and conditions applicable to this insurance, we will pay, on behalf of the **insured**, that part of **loss**, to which this insurance applies, which exceeds the applicable **underlying limits**.

This insurance applies only if the triggering event that must happen during the policy period of the applicable **controlling underlying insurance** happens during the policy period of this insurance.

This insurance will follow the terms and conditions of **controlling underlying insurance**, unless a term or condition contained in this insurance:

- differs from any term or condition contained in the applicable **controlling underlying insurance**; or
- is not contained in the applicable **controlling underlying insurance**.

With respect to such exceptions described above, the terms and conditions contained in this insurance will apply, to the extent that such terms and conditions provide less coverage than the terms and conditions of the applicable **controlling underlying insurance**.

This insurance does not apply to any part of **loss** within **underlying limits**, or any related costs or expenses.

We have no obligation under this insurance with respect to any claim or suit settled without our consent.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this contract.

Our obligations hereunder end when we have used up the applicable Limits Of Insurance.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this insurance.

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### **Investigation, Defense And Settlements**

We have no duty to defend any person or organization against any claim or suit.

We may at our discretion participate in the defense, investigation and settlement of any occurrence, offense, claim or suit.

If we choose to participate in the defense of any claim or suit, we will not be obligated to participate in the defense of any person or organization when we have used up the applicable Limits Of Insurance.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this contract.

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## **Supplementary Payments**

Subject to all of the terms and conditions of this insurance, with respect to a claim or suit we investigate or settle, we will pay:

- expenses incurred directly by us and at our sole discretion;
- prejudgment interest awarded against the insured on that part of a judgment we pay. If we make an offer to pay the applicable Limits Of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- interest on that part of a judgment, to which this insurance applies, that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limits Of Insurance.

Supplementary Payments does not include any fine or other penalty.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this contract.

Our obligations hereunder end when we have used up the applicable Limits Of Insurance.

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## **Coverage Territory**

This insurance applies anywhere that the applicable **controlling underlying insurance** applies.

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## **Who Is An Insured**

The following persons or organizations qualify as **insureds**:

- the named **insured** shown in the Declarations; and
- other persons or organizations qualifying as an **insured in controlling underlying insurance**, but not beyond the extent of any limitations imposed under any contract or agreement.

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## **Limits Of Insurance**

The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay, regardless of the number of:

- **insureds**;
- claims made or suits brought;
- persons or organizations making claims or bringing suits;
- vehicles involved; or
- coverages provided in this contract.

The aggregate limits apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months (starting with the beginning of the policy period shown in the Declarations), provided the applicable aggregate limits in all **underlying insurance** apply in such manner. If the aggregate limits in any **underlying insurance** do not so apply, then the applicable aggregate limits of this insurance will apply to the entire policy period and not separately to any portion (whether annual or otherwise) thereof.

If the policy period is extended after issuance, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

## **Other Aggregate Limit**

Subject to the Each Occurrence Limit, the Other Aggregate Limit is the most we will pay for the sum of amounts described as reducing Limits Of Insurance of this insurance (see Payments That Reduce The Limits Of Insurance section), except amounts included in the products-completed operations hazard.

## Limits Of Insurance

### Other Aggregate Limit (continued)

However, the Other Aggregate Limit of this policy will:

- not apply when all **underlying insurance** does not apply an aggregate limit; or
- apply in the same manner as the aggregate limit in controlling underlying insurance applies, provided all other **underlying insurance** also applies an aggregate limit in the same manner as **controlling underlying insurance**.

### Products-Completed Operations Aggregate Limit

Subject to the Each Occurrence Limit, the Products-Completed Operations Aggregate Limit is the most we will pay for the sum of amounts described as reducing Limits Of Insurance of this insurance (see Payments That Reduce The Limits Of Insurance section) included in the products-completed operations hazard as defined in **controlling underlying insurance**.

### Each Occurrence Limit

The Each Occurrence Limit is the most we will pay for the sum of amounts described as reducing Limits Of Insurance of this insurance (see Payments That Reduce The Limits Of Insurance section) arising out of any one occurrence, even if such loss is or otherwise would be covered in whole or in part under more than one **underlying insurance** policy.

Any such amounts we pay will reduce the amount of the applicable aggregate limit available for any other payment.

If the applicable aggregate limit has been reduced to an amount that is less than the Each Occurrence Limit, then the remaining amount of such aggregate limit is the most that will be available for any other payment.

### Payments That Reduce The Limits Of Insurance

Any amounts we pay for **loss** will reduce the Limits Of Insurance of this insurance.

Payments that we make under the Supplementary Payments and Investigation, Defense And Settlement sections of this insurance will not reduce the Limits Of Insurance, unless payments for investigation, defense and settlement and supplementary payments reduce the limits of insurance of any applicable **underlying insurance**.

If costs or expenses for supplementary payments and investigation, defense and settlement reduce the limits of insurance of any applicable **underlying insurance**, then any such cost or expenses including supplementary payments to which this insurance applies will reduce the applicable Limits Of Insurance of this insurance.

### When This Excess Follow-Form Insurance Applies

Subject to all of the terms and conditions of this insurance, if the applicable **underlying limits** are:

- reduced by payment of judgments, settlements or related costs or expenses (if such costs or expenses reduce such limits) for triggering events that happen during the policy period of this insurance and provided all **underlying limits** also applies to **loss** and also drops down, then this insurance will drop down to apply in excess of the remaining amount of the applicable **underlying limits**.
- exhausted by payment of judgments, settlements or related costs or expenses (if such costs or expenses reduce such limits) for triggering events that happen during the policy period of this insurance, then this insurance will apply in the same manner as the applicable **controlling underlying insurance** would have applied but for such exhaustion.

<b>Exclusions</b>	The use of the words damages, loss, cost or expense in any exclusion does not expand any coverage under this contract.
<b>Asbestos</b>	<p>A. This insurance does not apply to any damages, loss, cost or expense arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of <b>asbestos</b>.</p> <p>B. This insurance does not apply to any damages, loss, cost or expense arising out of any:</p> <ol style="list-style-type: none"> <li>request, demand, order or regulatory or statutory requirement that any <b>insured</b> or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of <b>asbestos</b>; or</li> <li>claim or proceeding by or on behalf of a governmental authority or others for any damages, loss, cost or expense because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of <b>asbestos</b>.</li> </ol>
<b>Controlling Underlying Insurance</b>	This insurance does not apply to any damages, loss, cost or expense to which the terms and conditions of <b>controlling underlying insurance</b> do not apply.
<b>Coverages/ Laws, Various</b>	<p>This insurance does not apply to any damages, loss, cost or expense or obligation of any <b>insured</b> under any:</p> <ul style="list-style-type: none"> <li>medical expenses or payments coverage or law;</li> <li>no-fault coverage or law;</li> <li>personal injury protection coverage or law;</li> <li>underinsured or uninsured financial responsibility coverage or law;</li> <li>workers' compensation, disability benefits or unemployment compensation coverage or law; or</li> <li>similar coverage or law.</li> </ul>
<b>Employee Retirement Income Security Laws</b>	This insurance does not apply to any damages, loss, cost or expense or obligation of any <b>insured</b> under the United States of America Employees' Retirement Income Security Act (E.R.I.S.A.) of 1974 or any similar law, as now constituted or hereafter amended.
<b>Employment-Related Practices</b>	<p>A. This insurance does not apply to any damages, loss, cost or expense arising out of any injury or damage sustained at any time by any:</p> <ol style="list-style-type: none"> <li>person, whether or not sustained in the course of employment by any <b>insured</b>, arising out of any employment-related act, omission, policy, practice or representation directed at such person, occurring in whole or in part at any time.</li> <li>brother, child, parent, sister or spouse of any person at whom any act, omission, policy, practice or representation is directed, as described in subparagraph A.1. above.</li> </ol> <p>B. As used in this exclusion, such acts, omissions, policies, practices or representations described above include any:</p> <ol style="list-style-type: none"> <li>arrest, detention or imprisonment;</li> <li>breach of any express or implied covenant;</li> <li>coercion, criticism, humiliation, prosecution or retaliation;</li> <li>defamation or disparagement;</li> </ol>

**Exclusions**

**Employment-Related Practices**  
(continued)

5. demotion, discipline, evaluation or reassignment;
  6. discrimination, harassment or segregation;
  7.
    - a. eviction; or
    - b. invasion or other violation of any right of occupancy;
  8. failure or refusal to advance, compensate, employ or promote;
  9. invasion or other violation of any right of privacy or publicity;
  10. termination of employment; or
  11. other employment-related act, omission, policy, practice, representation or relationship in connection with any **insured** at any time.
- C. This exclusion applies:
1. regardless of the capacity in which the **insured** may be liable; and
  2. to any obligation to share any damages, loss, cost or expense with or repay someone else who must pay any damages, loss, cost or expense because of any of the foregoing.

**Nuclear Energy**

- A. This insurance does not apply to any damages, loss, cost or expense:
1. with respect to which any **insured** under this policy also has status as an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would have had status as an insured under any such policy but for its termination upon exhaustion of its limit of insurance; or
  2. arising out of the **nuclear hazardous properties of nuclear material** and with respect to which:
    - a. any person or organization is required to maintain financial protection pursuant to the United States of America Atomic Energy Act of 1954, or any law amendatory thereof; or
    - b. the **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. This insurance does not apply to any damages, loss, cost or expense arising out of the **nuclear hazardous properties of nuclear material**:
1. if the **nuclear material**:
    - a. is at any **nuclear facility** owned by, or operated by or on behalf of, any **insured**;
    - b. has been discharged or dispersed there from; or
    - c. is contained in **nuclear spent fuel** or **nuclear waste** at any time transported, handled, stored, disposed of, processed, treated, possessed or used by or on behalf of any **insured**; or

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## Exclusions

### Nuclear Energy (continued)

2. in any way related to the furnishing by any **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**. But if such facility is located within the United States of America (including its possessions or territories) or Canada, this subparagraph 2. applies only to **nuclear property damage** to such **nuclear facility** and any property thereat.

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### Obligations Of Underlying Insurance

This insurance does not apply to any damages, loss, cost or expense for which the liability or obligation under **underlying insurance** is by law unlimited.

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### Pollution

- A. 1. This insurance does not apply to any damages, loss, cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**, other than as described in paragraph B. below.
2. Subparagraph A.1. above does not apply to:
  - a. bodily injury or property damage included in the products-completed operations hazard;
  - b. bodily injury or property damage:
    - i. caused by the escape of operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts;
    - ii. if sustained within a building and caused by the release of gaseous irritants or contaminants from materials brought into that building, in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
    - iii. resulting from your other ongoing contracting operations;
  - c. bodily injury if sustained within a building and caused by the escape of gaseous irritants or contaminants from equipment used to heat that building;
  - d. bodily injury or property damage caused by heat, smoke or fumes from a **hostile fire**; or
  - e. bodily injury or property damage resulting from the ownership, maintenance or use of an auto.
- B. This insurance does not apply to any damages, loss, cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:
  1. which are or were at any time transported, handled, stored, disposed of, processed or treated as waste by or for any:
    - a. **insured**; or
    - b. person or organization for whom any **insured** may be legally responsible.
  2. at or from any premises, site or location:
    - a. which is or was at any time used by or for any **insured** or others for the handling, storage, disposal, processing or treatment of waste; or
    - b. on which any insured or any contractor or subcontractor working directly or indirectly on any **insured's** behalf is performing operations, if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.



**Exclusions**

**Pollution**  
(continued)

- C. This insurance does not apply to any damages, loss, cost or expense arising out of any:
1. request, demand, order, or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
  2. claim or proceeding by or on behalf of any governmental authority or others for any damages, loss, cost or expense because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.
  3. Subparagraphs C.1. and C.2. above do not apply to the liability for damages, for property damage, that the **insured** would have in the absence of such request, demand, order or regulatory or statutory requirement, or such claim or proceeding by or on behalf of a governmental authority.

This exclusion applies regardless of whether or not the pollution was accidental, expected, gradual, intended, preventable or sudden.

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With respect to this insurance, the following conditions apply.

**Conditions**

**Appeals**

We may, at our discretion, initiate or participate in an appeal of a judgment, if such judgment may result in a payment under this insurance.

If we initiate or participate in an appeal, we will pay our costs of the appeal. But in no case will the amount we pay for **loss** exceed the Limits Of Insurance.

**Bankruptcy**

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

**Cancellation**

The first named **insured** may cancel this policy at any time by sending us a written request or by returning the policy and stating when thereafter cancellation is to take effect.

We may cancel this policy at any time by sending to the first named **insured** a notice sixty (60) days, twenty (20) days in the event of non-payment of premium, in advance of the cancellation date. Our notice of cancellation will be mailed to the first named **insured's** last known address and will indicate the date on which coverage is terminated. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

The earned premium will be computed on a pro rata basis. Any unearned premium will be returned as soon as practicable.

**Changes**

This policy can only be changed by a written endorsement that becomes part of this policy. The endorsement must be signed by one of our authorized representatives.

**Compliance By Insureds**

We have no duty to provide coverage under this policy unless you and any other involved **insured** have fully complied with all of the terms and conditions of the policy.

---

## Conditions

(continued)

### Compliance With Applicable Trade Sanctions

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

---

### Conformance

Any terms of this insurance which are in conflict with the applicable statutes of the State or jurisdiction in which this policy is issued are amended to conform to such statutes.

---

### Disclosures And Representations

We have issued this insurance:

- based upon representations you made to us; and
- in reliance upon your representations.

Unintentional failure of an employee of the **insured** to disclose a hazard or other material information will not violate this condition, unless an officer (whether or not an employee) of any **insured** or an officer's designee knows about such hazard or other material information.

---

### Duties In The Event Of Occurrence, Offense, Claim Or Suit

A. You must see to it that we and any insurers of **underlying insurance** are notified as soon as practicable of any occurrence or offense that may result in a claim, if the claim may involve us or other insurers. To the extent possible, notice should include:

1. how, when and where the occurrence or offense happened;
2. the names and addresses of any injured persons and witnesses; and
3. the nature and location of any injury or damage arising out of the occurrence or offense.

Notice of an occurrence or offense is not notice of a claim.

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

1. immediately record the specifics of the claim or suit and the date received;
2. notify us and any other insurers as soon as practicable; and
3. see to it that we receive written notice of the claim or suit as soon as practicable.

C. You and any other involved **insured** must:

1. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
2. authorize us to obtain records and other information;
3. cooperate with us and any other insurers in the:
  - a. investigation or settlement of the claim; or
  - b. defense against the suit; and
4. assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the **insured** because of loss to which this insurance may also apply.

D. No **insured** will, except at the **insured's** own cost, make any payment, assume any obligation or incur any expense without our consent.

**Conditions**

***Duties In The Event Of Occurrence, Offense, Claim Or Suit (continued)***

- E. Notice given by or on behalf of:
1. the **insured**;
  2. the injured person; or
  3. any other claimant;
- to a licensed agent of ours with particulars sufficient to identify the insured shall be deemed notice to us.
- F. Knowledge of an occurrence or offense by an agent or employee of the insured will not constitute knowledge by the **insured**, unless an officer (whether or not an employee) of any **insured** or an officer's designee knows about such occurrence or offense.
- G. Failure of an agent or employee of the **insured**, other than an officer (whether or not an employee) of any **insured** or an officer's designee, to notify us of an occurrence or offense which such person knows about will not affect the insurance afforded to you.
- H. If a claim or loss does not reasonably appear to involve either this insurance or any **underlying insurance**, but it later develops into a claim or loss to which this insurance applies, the failure to report it to us will not violate this condition, provided the **insured** gives us immediate notice as soon as the **insured** is aware that this insurance may apply to such claim or loss.

***First Named Insured***

The person or organization first named in the Declarations is primarily responsible for payment of all premiums. The first named **insured** will act on behalf of all other named **insureds** for the giving and receiving of notice of cancellation or nonrenewal and the receiving of any return premiums that become payable under this policy.

***Inspections And Surveys***

We may:

- make inspections and surveys at any time;
- give you reports on the conditions we find; and
- recommend changes.

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

- are safe or healthful; or
- comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization, which makes insurance inspections, surveys, reports or recommendations for us.

***Legal Action Against Us***

No person or organization has a right under this insurance to:

- join us as a party or otherwise bring us into a suit seeking damages from an **insured**; or
- sue us on this insurance unless all of the terms and conditions of this insurance have been fully complied with.

---

## Conditions

### *Legal Action Against Us (continued)*

A person or organization may sue us to recover on an **agreed settlement** or on a final judgment against an **insured** obtained after an actual:

- trial in a civil proceeding; or
- arbitration or other alternative dispute resolution proceeding;

but we will not be liable for any damages, loss, cost or expense that are not payable under the terms and conditions of this insurance, or that are in excess of the applicable Limits Of Insurance.

---

### *Maintenance Of Underlying Insurance And Underlying Limits*

We have issued this insurance in reliance upon representations made by you about **underlying insurance** and **underlying limits**. You must see to it that:

- **underlying insurance** is and remains valid and in full force and effect.
- **underlying insurance** will not be cancelled, non-renewed or rescinded without replacement by coverage to which we agree.
- the terms and conditions of **underlying insurance** will not materially change, unless we agree otherwise.
- the terms and conditions of renewals or replacements of **underlying insurance** will be materially the same as the prior coverage, unless we agree otherwise.
- **underlying limits** are and remain available, regardless of any bankruptcy, insolvency or other financial impairment of any insurer or any other person or organization.
- the **underlying limits** will not be reduced or exhausted, except for the reduction or exhaustion by payment of judgments, settlements or related costs or expenses (if such costs or expenses reduce such limits).

Failure to comply with this condition will not invalidate this insurance. But in the case of any such failure, our obligation or liability will not exceed that which would have applied absent any failure to comply with this condition.

You must notify us as soon as practicable if any **underlying insurance** is no longer valid or in full force or effect.

---

### *Other Insurance*

If other valid and collectible insurance is available to the **insured** for loss that we would otherwise cover under this insurance, our obligations are limited as follows.

- A. This insurance is excess over any insurance affording coverage that this insurance would also afford, whether primary, excess, contingent or on any other basis.
- B. We will pay only our share of the amount of **loss**, if any, that exceeds the sum of the total of:
  1. amounts that all other insurance would pay for loss in the absence of this insurance; and
  2. all self insured retentions, self insurance, deductible or other mechanisms (including contractual obligations of any person or organization to the **insured**) arranged for the funding of loss.

The insurance or other mechanisms described in subparagraphs A. or B. above does not include **underlying insurance** or insurance negotiated specifically to apply in excess of this insurance.

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## Conditions

(continued)

<b><i>Titles Of Paragraphs</i></b>	The titles of the various paragraphs of this policy and endorsements, if any, attached to this policy are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate.
<b><i>Transfer Of Rights And Duties</i></b>	<p>Your rights and duties under this insurance may not be transferred without our written consent. However, if you die, then your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative, or to anyone having temporary custody of your property until your legal representative has been appointed.</p>
<b><i>Transfer Or Waiver Of Rights Of Recovery Against Others</i></b>	<p>We will waive the right of recovery we would otherwise have had against another person or organization for loss to which this insurance applies, provided the <b>insured</b> has waived their rights of recovery against such person or organization in a contract or agreement that is executed before loss.</p> <p>To the extent that the <b>insured</b>'s rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The <b>insured</b> must do nothing after <b>loss</b> to impair them. At our request, the <b>insured</b> will bring suit or transfer those rights to us and help us enforce them.</p> <p>Any amount recovered will be apportioned as follows:</p> <ul style="list-style-type: none"><li>• first, we shall receive all amounts recovered until we have been fully reimbursed for all amounts we have incurred, including costs or expenses of such recovery proceedings.</li><li>• then, you are entitled to claim for any further amount recovered.</li></ul>
<b><i>When Loss Is Payable</i></b>	Our obligation to make payment of <b>loss</b> , which is covered under the terms and conditions of this insurance, does not apply unless and until there has been payment of the full amounts of <b>underlying limits</b> and other insurance.
<b><i>When We Do Not Renew</i></b>	If we decide not to renew this policy, we will mail or deliver to the first named insured stated in the Declarations written notice of the nonrenewal not less than sixty (60) days before the expiration date. If notice of nonrenewal is mailed, proof of mailing will be sufficient proof of notice.

<b>Definitions</b>	<b>WITH RESPECT TO THIS INSURANCE, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW.</b>
<i>Agreed Settlement</i>	<b>Agreed settlement</b> means a settlement and release of liability signed by us, the <b>insured</b> and the claimant or the claimant's legal representative.
<i>Asbestos</i>	<b>Asbestos</b> means asbestos in any form, including its presence or use in any alloy, by-product, compound or other material or waste. Waste includes material to be recycled, reconditioned or reclaimed.
<i>Controlling Underlying Insurance</i>	<b>Controlling underlying insurance</b> means the policy or policies of insurance shown as Controlling Underlying Insurance(s) in the Declarations.
<i>Hostile Fire</i>	<b>Hostile fire</b> means one which becomes uncontrollable or breaks out from where it was intended to be.
<i>Insured</i>	<b>Insured</b> means a person or an organization qualifying as an <b>insured</b> in the Who Is An Insured section of this contract.
<i>Loss</i>	<b>Loss</b> means damages that the <b>insured</b> becomes legally obligated to pay because of injury or damage.
<i>Nuclear Facility</i>	<p><b>Nuclear facility</b> means any:</p> <ul style="list-style-type: none"> <li>A. <b>nuclear reactor</b>;</li> <li>B. equipment or device designed or used for: <ul style="list-style-type: none"> <li>1. separating the isotopes of plutonium or uranium;</li> <li>2. processing or utilizing <b>nuclear spent fuel</b>; or</li> <li>3. handling, processing or packaging <b>nuclear waste</b>;</li> </ul> </li> <li>C. equipment or device used for the processing, fabricating or alloying of <b>nuclear material</b> if at any time the total amount of such material in the custody of the <b>insured</b> at the premises where such equipment or device is located consists of or contains more than: <ul style="list-style-type: none"> <li>1. twenty-five (25) grams of plutonium or uranium 233, or any combination thereof; or</li> <li>2. two-hundred-fifty (250) grams of uranium 235; or</li> </ul> </li> <li>D. structure, basin, excavation, premises or place prepared or used for the storage or disposal of <b>nuclear waste</b>;</li> </ul> <p>and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.</p>
<i>Nuclear Hazardous Properties</i>	<b>Nuclear hazardous properties</b> include radioactive, toxic or explosive properties.

**Definitions***(continued)*

WITH RESPECT TO THIS INSURANCE, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW.

**Nuclear Material**

**Nuclear material** means **by-product material**, **source material** or **special nuclear material**.

**By-product material**, **source material** and **special nuclear material** have the meanings given them in the United States of America Atomic Energy Act of 1954 or in any law amendatory thereof.

**Nuclear Property Damage**

**Nuclear property damage** includes all forms of radioactive contamination of property.

**Nuclear Reactor**

**Nuclear reactor** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

**Nuclear Spent Fuel**

**Nuclear spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.

**Nuclear Waste**

**Nuclear waste** means any waste material:

- containing **nuclear material**, other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content; and
- resulting from the operation by any person or organization of any **nuclear facility** described in subparagraphs A. or B. of the definition of **nuclear facility**.

**Pollutants**

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

**Underlying Insurance**

**Underlying insurance** means the coverages described in:

- **controlling underlying insurance**; and
- the Underlying Limits Of Insurance shown in the Declarations.

**Underlying Limits**

**Underlying limits** means the sum of amounts:

- A. shown in the Underlying Limits Of Insurance section of the Declarations, consisting of amounts:
  1. available under applicable **underlying insurance**; and
  2. any **insured** must pay because **underlying insurance**, as represented by you, is not available, regardless of the reason;
- B. available under any applicable antecedent, renewal or replacement of **underlying insurance**;
- C. of any allocation, deductible, participation, retention or other self-insurance applicable to the insurance described in subparagraphs A. and B. above; and

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**Definitions**

**WITH RESPECT TO THIS INSURANCE, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW.**

*Underlying Limits*  
(continued)

D. of any reinstatement of limits or supplemental or other limits available under the insurance described in subparagraphs A. and B. above.

If amounts available under the applicable **underlying insurance**, shown in the Underlying Limits Of Insurance section of the Declarations, are greater or less than the amount shown in the Declarations, then the greater of such amounts shall apply in the computation of **underlying limits**.



*Endorsement*

*Policy Period* SEPTEMBER 30, 2023 To SEPTEMBER 30, 2024

*Effective Date* SEPTEMBER 30, 2023

*Policy Number* 7987-80-23

*Insured* FREEHOLD MANAGEMENT, INC

*Name of Company* FEDERAL INSURANCE COMPANY

*Date Issued* September 28, 2023

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The following changes are made as respects exposures in the state of Texas.

Under Conditions, the provisions titled Cancellation and When We Do Not Renew are deleted and replaced by the following.

**Conditions****Cancellation**

The first named **insured** may cancel this policy at any time by sending us a written request or by returning the policy and stating when thereafter cancellation is to take effect.

*Cancellation By Us Of Policies In Effect For Sixty (60) Days Or Less*

- A. If this policy has been in effect for sixty (60) days or less and is not a renewal or continuation of a policy issued by us, we may cancel this policy for any reason by mailing or delivering to the first named **insured** written notice of cancellation, stating the reason for cancellation, at least:
1. twenty (20) days before the effective date of cancellation, if we cancel for nonpayment of premium; or
  2. sixty (60) days before the effective date of cancellation, if we cancel for any other reason.

We may not cancel this insurance solely because the named **insured** is an elected official.

*Cancellation By Us Of Policies In Effect For More Than Sixty (60) Days*

- B. If this policy has been in effect for more than sixty (60) days or is a renewal or continuation of a policy we issued, we may cancel this policy only for one or more of the following reasons:
1. failure to pay premiums when due;
  2. fraud in obtaining coverage;
  3. an increase in hazard within the control of the **insured** which would produce an increase in rate;
  4. **loss** of our reinsurance covering all or part of the risk covered by the policy; or
  5. if we have been placed in suspension, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.

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## Conditions

### *Cancellation (continued)*

If we cancel, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first named **insured** at least:

- twenty (20) days before the effective date of the cancellation, if we cancel for nonpayment of premium; or
- sixty (60) days before the effective date of the cancellation, if we cancel for any other reason.

Our notice of cancellation will be mailed to the first named **insured**'s last mailing address known to us and will indicate the date on which coverage is terminated. If notice is mailed, proof of mailing will be sufficient proof of notice.

The earned premium will be computed on a pro rata basis. Any unearned premium will be returned as soon as practicable.

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### *When We Do Not Renew*

We may elect not to renew this policy for any reason. However, we may not refuse to renew this policy solely because the named **insured** is an elected official.

If we decide not to renew this policy, we will mail or deliver to the first named **insured** written notice of nonrenewal, along with the reason for nonrenewal, at least sixty (60) days before the expiration date. If notice is mailed or delivered less than sixty (60) days before the expiration date, this policy will remain in effect until the sixty-first (61<sup>st</sup>) day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.

Any notice of nonrenewal will be mailed or delivered to the named **insured**'s last known mailing address. If notice is mailed, proof of mailing will be sufficient proof of notice.

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Under Conditions, the following provision is added.

## Conditions

### *Notice Of Settlement Of A Liability Claim*

We shall notify you in writing of any initial offer to compromise or settle a claim against the **insured** made under this policy. The notice shall be given not later than the tenth (10<sup>th</sup>) day after the date on which the offer is made.

We shall notify you in writing of a claim against the **insured** made under this policy. The notice shall be given not later than the thirtieth (30<sup>th</sup>) day after the date of the settlement.

All other terms and conditions remain unchanged.

Authorized Representative

September 28, 2023



**Endorsement**

*Policy Period* SEPTEMBER 30, 2023 To SEPTEMBER 30, 2024  
*Effective Date* SEPTEMBER 30, 2023  
*Policy Number* 7987-80-23  
*Insured* FREEHOLD MANAGEMENT, INC  
  
*Name of Company* FEDERAL INSURANCE COMPANY  
*Date Issued* September 28, 2023

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Under Exclusions, the following exclusion is added to this policy and replaces any similar exclusion contained therein:

**Exclusions*****Information Laws,  
Including Unauthorized  
Or Unsolicited  
Communications***

This insurance does not apply to any damages, loss, cost or expense arising out of any actual, alleged or threatened violation of:

- the United States of America CAN – SPAM Act of 2003 (or any law amendatory thereof) or any similar regulatory or statutory law in any other jurisdiction;
- the United States of America Telephone Consumer Protection Act (TCPA) of 1991 (or any law amendatory thereof) or any similar regulatory or statutory law in any other jurisdiction;
- the United States of America Fair Credit Reporting Act (FCRA) (or any law amendatory thereof including the Fair and Accurate Credit Transactions Act (FACTA)) or any similar regulatory or statutory law in any other jurisdiction; or
- any other regulatory or statutory law in any jurisdiction that addresses, limits or prohibits the collecting, communicating, disposal, dissemination, distribution, monitoring, printing, publication, recording, sending or transmitting of content, information or material.

All other terms and conditions remain unchanged.

*Authorized Representative*

September 28, 2023





*Endorsement*

*Policy Period*                      SEPTEMBER 30, 2023 To SEPTEMBER 30, 2024

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*Date Issued*                        September 28, 2023

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Under Exclusions, the exclusion titled Pollution is deleted and replaced by the following.

***Exclusions******Pollution***

- A. This insurance does not apply to any damages, loss, cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**.
- B. This insurance does not apply to any damages, loss, cost or expense arising out of any:
1. request, demand order or regulatory or statutory requirements that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
  2. claim or proceeding by or on behalf of a governmental authority or others for damages, loss, cost or expense because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

This exclusion applies regardless of whether or not the pollution was accidental, expected, gradual, intended, preventable or sudden.

All other terms and conditions remain unchanged.

*Authorized Representative*

September 28, 2023





**Endorsement**

*Policy Period*                      SEPTEMBER 30, 2023 To SEPTEMBER 30, 2024

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Under Exclusions, the following exclusion is added.

**Exclusions*****Intellectual Property  
Laws Or Rights***

- A. This insurance does not apply to any damages, loss, cost or expense arising out of, giving rise to or in any way related to any actual, alleged or threatened:
1. assertion; or
  2. infringement or violation;
- by any person or organization (including any **insured**) of any **intellectual property law or right**.
- B. Further, this insurance does not apply to the entirety of all allegations in any claim or suit, if such claim or suit includes an allegation of or a reference to an infringement or violation of any **intellectual property law or right**, even if this insurance would otherwise apply to any part of the allegations in the claim or suit.
- C. This exclusion applies unless the only infringement or violation of an **intellectual property law or right** is an offense described in the definition of **advertising injury** to which this insurance applies.

---

Under Definitions, the following definitions are added.

**Definitions*****Advertisement***

**Advertisement** means an electronic, oral, written or other notice, about goods, products or services, designed for the specific purpose of attracting the general public or a specific market segment to use such goods, products or services.

**Advertisement** does not include any e-mail address, Internet domain name or other electronic address or metalanguage.

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## Definitions

(continued)

### Advertising Injury

**Advertising injury** means injury, other than bodily injury, property damage or personal injury, sustained by a person or organization and caused by an offense of infringing, in that particular part of your **advertisement** about your goods, products or services, upon their:

- copyrighted **advertisement**; or
- registered collective mark, registered service mark or other registered trademarked name, slogan, symbol or title.

---

### Intellectual Property Law Or Right

**Intellectual property law or right** means any:

- certification mark, copyright, patent or trademark (including collective or service marks);
- right to, or judicial or statutory law recognizing an interest in, any trade secret or confidential or proprietary non-personal information;
- other right to, or judicial or statutory law recognizing an interest in, any expression, idea, likeness, name, slogan, style of doing business, symbol, title, trade dress or other intellectual property; or
- other judicial or statutory law concerning piracy, passing off or similar practices.

All other terms and conditions remain unchanged.

\_\_\_\_\_  
Authorized Representative

September 28, 2023





*Endorsement*

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Under Exclusions, the following exclusion is added.

**Exclusions****Biological Agents**

- A. This insurance does not apply to any damages, loss, cost or expense arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **biological agents**.
- B. This insurance does not apply to any damages, loss, cost or expense arising out of any:
1. request, demand, order or regulatory or statutory requirement that any **insured** or others test for, monitor clean up, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of any **biological agents**; or
  2. claim or proceeding by or on behalf of a governmental authority or others for damages or loss because of testing for, monitoring, clean up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of any **biological agents**.

---

Under Definitions, the following definition is added.

**Definitions****Biological Agents**

**Biological agents** means any:

- A.    1.    bacteria;
2.    mildew, mold or other fungi;
3.    other microorganisms; or
4.    mycotoxins, spores or other by-products of any of the foregoing;
- B.    viruses or other pathogens (whether or not a microorganism); or

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**Definitions**

**Biological Agents**  
(continued)

C. colony or group of any of the foregoing.

All other terms and conditions remain unchanged.

*Authorized Representative*  
September 28, 2023



**Endorsement**

*Policy Period* SEPTEMBER 30, 2023 To SEPTEMBER 30, 2024

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Under Exclusions, the following exclusion is added:

**Exclusions****Privacy**

This insurance does not apply to any damages, loss, cost or expense arising out of any electronic, oral, written or other publication of material that violates a person's right of privacy.

All other terms and conditions remain unchanged.

*Authorized Representative*

September 28, 2023





*Endorsement*

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A new section titled Terrorism Provisions is added to the end of this contract.

***Terrorism Provisions******Cap On Certified  
Terrorism Losses***

If:

- aggregate insured losses attributable to one or more **certified acts of terrorism** under the **terrorism law** exceed \$100 billion in a calendar year; and
- we have met our insurer deductible under the **terrorism law**,

we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

---

A new section titled Terrorism Definitions is added.

***Terrorism Definitions******Certified Act Of  
Terrorism***

**Certified act of terrorism** means any act that is certified by the Secretary of the Treasury of the United States to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
- B. that results in damage:
  - 1. within the **United States**; or
  - 2. outside of the **United States** in the case of:
    - a. an air carrier or vessel as described in the **terrorism law**; or
    - b. the premises of a mission of the United States of America,

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or

---

## ***Terrorism Definitions***

### ***Certified Act Of Terrorism (continued)***

- influence the policy or affect the conduct of the Government,  
of the **United States**.

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

---

### ***State***

**State** means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

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### ***Terrorism Law***

**Terrorism law** means the Terrorism Risk Insurance Act of 2002 as amended.

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### ***United States***

**United States** means:

- a **state**; and
- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

*Authorized Representative*

September 28, 2023



**Endorsement**

*Policy Period* SEPTEMBER 30, 2023 To SEPTEMBER 30, 2024  
*Effective Date* SEPTEMBER 30, 2023  
*Policy Number* 7987-80-23  
*Insured* FREEHOLD MANAGEMENT, INC  
*Name of Company* FEDERAL INSURANCE COMPANY  
*Date Issued* September 28, 2023

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Under Limits Of Insurance, the provision titled Products–Completed Operations Aggregate Limit is deleted.

**Limits Of Insurance**

*Products–Completed  
Operations Aggregate  
Limit*

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Under Limits Of Insurance, the provision titled Other Aggregate Limit is deleted and replaced by the following.

**Limits Of Insurance**

*Other Aggregate Limit*

Subject to the Each Occurrence Limit, the Other Aggregate Limit is the most we will pay for the sum of amounts described as reducing Limits Of Insurance of this insurance (see Payments That Reduce The Limits Of Insurance section).

All other terms and conditions remain unchanged.

*Authorized Representative*

September 28, 2023







**Endorsement**

*Policy Period* SEPTEMBER 30, 2023 To SEPTEMBER 30, 2024

*Effective Date* SEPTEMBER 30, 2023

*Policy Number* 7987-80-23

*Insured* FREEHOLD MANAGEMENT, INC

*Name of Company* FEDERAL INSURANCE COMPANY

*Date Issued* September 28, 2023

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Under Exclusions, the following exclusion is added.

**Exclusions****Construction Or  
Development**

This insurance does not apply to any damages, loss, cost or expense arising out of any **construction or development**.

This exclusion applies regardless of:

- A. whether such operations or work are or were performed or completed:
1. by you or on your behalf;
  2. for you;
  3. by or for others; or
  4. for sale to others; and
- B. when or where such operations are or were performed or completed.

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Under Definitions, the following definition is added.

**Definitions****Construction Or  
Development**

**Construction or development** means any:

- addition to any building or other structure;
- complete or partial construction or demolition or erection of any building or other structure; or

**Definitions**

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**Construction Or  
Development**  
(continued)

- planning, site preparation, surveying or other construction or development of real property.

All other terms and conditions remain unchanged.

Authorized Representative

September 28, 2023

A handwritten signature in black ink, appearing to be "P. M. S.", written over a horizontal line.

**Endorsement**

*Policy Period* SEPTEMBER 30, 2023 To SEPTEMBER 30, 2024  
*Effective Date* SEPTEMBER 30, 2023  
*Policy Number* 7987-80-23  
*Insured* FREEHOLD MANAGEMENT, INC  
  
*Name of Company* FEDERAL INSURANCE COMPANY  
*Date Issued* September 28, 2023

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Under Exclusions, the following exclusion is added:

**Exclusions****War**

This insurance does not apply to any damages, loss, cost or expense arising, directly or indirectly, out of:

- war, including undeclared or civil war;
- warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of the foregoing.

All other terms and conditions remain unchanged.

*Authorized Representative*

*Date* September 28, 2023





**Endorsement**

*Policy Period* SEPTEMBER 30, 2023 To SEPTEMBER 30, 2024

*Effective Date* SEPTEMBER 30, 2023

*Policy Number* 7987-80-23

*Insured* FREEHOLD MANAGEMENT, INC

*Name of Company* FEDERAL INSURANCE COMPANY

*Date Issued* September 28, 2023

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Under Exclusions, the following exclusion is added.

**Exclusions*****Access To Or Disclosure  
Of Confidential Or  
Personal Information And  
Electronic Data-Related  
Liability With Exceptions***

This insurance does not apply to any damages, loss, cost or expense arising out of:

- A. any access to or disclosure of any person's or organization's confidential or personal information, including any patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information; or
- B. any loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

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

This exclusion does not apply to:

- A. physical:
  - 1. injury;
  - 2. sickness; or
  - 3. disease;sustained by a person, including resulting death, humiliation, mental anguish, mental injury or shock at any time. All such loss shall be deemed to occur at the time of the physical injury, sickness or disease that caused it.
- B. physical injury to tangible property, including resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it.

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## **Exclusions**

*Access To Or Disclosure  
Of Confidential Or  
Personal Information And  
Electronic Data-Related  
Liability With Exceptions  
(continued)*

Tangible property does not include any software, data or other information that is in electronic form.

All other terms and conditions remain unchanged.

*Authorized Representative*

*Date* September 28, 2023

A handwritten signature in black ink, appearing to be "P. M. '22", is written over a horizontal line.