

BROWN FOX PLLC
8111 PRESTON ROAD, SUITE 300
DALLAS, TX 75225

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BUSINESSOWNERS DECLARATION

BUSINESSOWNERS AMENDED DECLARATIONS EFFECTIVE 07/29/2024 NUMBER 02

13

SUPERSEDES ANY PREVIOUS DECLARATIONS BEARING THE SAME NO. FOR THIS POLICY PERIOD
AMENDED SQ.FT

Policy Number	Policy Period From To	Coverage is Provided in the	Agency Code
OHD-A960711-08	08/01/2023 08/01/2024	HANOVER INSURANCE COMPANY	160228200

Named Insured and Address

BROWN FOX PLLC
8111 PRESTON ROAD, SUITE 300
DALLAS, TX 75225

Agent

972-387-3000
SWINGLE COLLINS & ASSOC
13760 NOEL RD., STE 600
DALLAS, TX 75240

Policy Period: Beginning and Ending at 12:01 a.m. Standard Time at the Location of the Described Premises.

Business Type: LIMITED LIAB. CORPORATION

Mortgagee/Loss Payable:

SEE ADDITIONAL INTEREST SCHEDULE

Business of the Named Insured:

OFFICE.

In consideration of the premium, insurance is provided the Named Insured with respect to those premises described in the Schedule below and with respect to those coverages and kinds of property for which a specific Limit of Insurance is shown, subject to all of the terms of this policy including forms and endorsements made a part hereof:

LOCATION SCHEDULE

Described Premises:

NO. 001 001 8111 PRESTON ROAD, SUITE 300, DALLAS, TX 75225
NO. 002 001 DELETED LOCATION
NO. 003 001 6303 COWBOYS WAY, SUITE 450, FRISCO, TX 75034

SECTION I - PROPERTY	LIMITS OF INSURANCE					
	Loc No 001	Bldg No 001	Loc No 003	Bldg No 001	Loc No	Bldg No
Deductible Amount	\$ 1,000		\$ 1,000		\$	
Building Amount Valuation	NOT COVERED		NOT COVERED			
Business Personal Property Valuation	\$ 119,070 RC		\$ 250,000 RC			
Business Income	ACTUAL BUSINESS LOSS SUSTAINED NOT EXCEEDING 12 CONSECUTIVE MONTHS					
Business Income Waiting Period	Excluded / None / 24 hours / 48 hours / 72 hours 48 HOURS					
SECTION II - LIABILITY	LIMITS OF INSURANCE					
Liability and Medical Expenses Limits of Insurance:						
Except for Damage to Premises Rented to You, each paid claim for the following coverages reduce the Amount of Insurance we provide during the applicable annual period. Please refer to SECTION II - LIABILITY, D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE , paragraph.4. of the Businessowners Coverage Form.						
Liability and Medical Expenses Limit		\$ 1,000,000	Per Occurrence	\$ 2,000,000	Aggregate	
Medical Expenses		\$ 5,000	Each Person			
Damage to Premises Rented to You		\$ 300,000	All Perils			

Date Issued: 09/10/2024

ORIGINAL/INSURED

Payment Type: ELECTRONIC EXCHANGE

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Additional Property Coverages and Extensions:

See attached Schedule for Additional Coverages provided for under this Policy.

Additional Liability Coverages: General Liability Broadening Endorsement

General Liability Class: 66122

Description: LAWYERS OFFICE

Liability Exposure: 4,210 Sq.FT

Policy Forms, Endorsements and Optional Coverages Attached:

See Forms and Endorsements Schedule

PREVIOUS PREMIUM IS:	\$ 2,017
NET PREMIUM CHANGE IS:	\$ 34 CR
TOTAL BOP COVERAGE PREMIUM:	\$ 1,983.00
BOP TERRORISM COVG (INCLUDED IN TOTAL POLICY PREMIUM)	\$ 38.00
OTHER THAN FIRE FOLLOWING	\$ 38.00
FIRE FOLLOWING	\$ 000.00
TOTAL UMBRELLA COVERAGE PREMIUM:	NOT COVERED
UMB TERRORISM COVG (INCLUDED IN TOTAL POLICY PREMIUM)	NOT COVERED
THE TOTAL ACTUAL PREMIUM:	\$ 1,983.00

Countersigned this ____ Day of _____

Authorized Representative

**This Declarations Page with the Policy Contract, Forms and Endorsements, if any,
Complete the Policy.**

ADDITIONAL INTEREST SCHEDULE

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Name And Address	Interest Type	Location	Building
VERITEX COMMUNITY BANK INSURANCE SERVICE CENTER PO BOX 863329 PLANO, TX 75086	LOSS PAYEE	001	01

ADDITIONAL PROPERTY COVERAGES AND EXTENSIONS

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Additional Property Coverages & Extensions	Deductible	Amount Included	Additional Amount Increase	Total Limit
DEBRIS REMOVAL	NONE	\$25,000	N/A	\$25,000
PRESERVATION OF PROPERTY	NONE	90 DAYS	N/A	90 DAYS
FIRE DEPARTMENT SERVICE CHARGE	NONE	\$25,000	N/A	\$25,000
POLLUTANT CLEAN-UP AND REMOVAL	NONE	\$25,000	N/A	\$25,000
MONEY ORDERS AND COUNTERFEIT MONEY	\$500	\$5,000	N/A	\$5,000
FORGERY OR ALTERATION	\$500	\$25,000	N/A	\$25,000
GLASS EXPENSES	\$250	INCLUDED	N/A	INCLUDED
REWARDS ARSON, THEFT AND VANDALISM	NONE	\$10,000	N/A	\$10,000
TENANT SIGNS	\$500	\$5,000	N/A	\$5,000
FIRE PROTECTION EQUIPMENT RECHARGE	NONE	\$25,000	N/A	\$25,000
INSTALLATION FLOATER	\$1,000	\$5,000	N/A	\$5,000
FINE ARTS	\$500	\$10,000	N/A	\$10,000
FENCE AND WALLS	SEE BUILDING AND CONTENTS DEDUCTIBLE	INCLUDED	N/A	INCLUDED
SALES REPRESENTATIVE SAMPLES	\$1,000	\$5,000	N/A	\$5,000
LEASEHOLD INTEREST (TENANT'S ONLY)	NONE	\$10,000	N/A	\$10,000
UNAUTHORIZED BUSINESS CREDIT CARD USE	NONE	\$5,000	N/A	\$5,000
UTILITY SERVICES			N/A	
DIRECT DAMAGE	\$500	\$10,000	N/A	\$10,000
BUSINESS INCOME	24 HOURS	\$5,000	N/A	\$5,000
DEFERRED PAYMENTS	NONE	\$5,000	N/A	\$5,000
NEWLY ACQUIRED OR CONSTRUCTED PROPERTY		180 DAYS	N/A	180 DAYS
BUILDINGS	\$500	\$1,000,000	N/A	\$1,000,000
PERSONAL PROPERTY	\$500	\$500,000	N/A	\$500,000
BUSINESS INCOME AND EXTRA EXPENSE	SEE WAITING PERIOD	\$250,000	N/A	\$250,000
OUTDOOR PROPERTY - TREES, SHRUBS AND PLANTS-\$1,000 EACH ITEM	\$500	\$10,000	N/A	\$10,000

ADDITIONAL PROPERTY COVERAGES AND EXTENSIONS

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PERSONAL EFFECTS	\$500	\$10,000	N/A	\$10,000
INVENTORY AND LOSS APPRAISAL	NONE	\$10,000	N/A	\$10,000
KEY REPLACEMENT AND LOCK REPAIR	NONE	\$1,000	N/A	\$1,000
APPURTENANT STRUCTURE	\$500	\$50,000	N/A	\$50,000
PERSONAL PROPERTY IN TRANSIT	\$1,000	\$10,000	N/A	\$10,000
EXTENDED BUSINESS INCOME		30 DAYS	N/A	30 DAYS
EMPLOYEE THEFT INCLUDING ERISA COMPLIANCE	\$1,000	\$10,000	N/A	\$10,000
COMMERCIAL TOOLS AND SMALL EQUIP	\$500	\$5,000	N/A	\$5,000
PERSONAL PROPERTY OFF PREMISES	\$1,000	\$50,000	N/A	\$50,000
BUSINESS INCOME FROM DEPENDENT PROPERTIES	72 HOURS	\$5,000	N/A	\$5,000
TERRORISM	SEE BUILDING AND CONTENTS DEDUCTIBLE	SAME AS PROPERTY LIMITS OF INSURANCE IF COVERED	N/A	SAME AS PROPERTY LIMITS OF INSURANCE IF COVERED
INTERRUPTION OF COMPUTER OPERATIONS	SEE WAITING PERIOD	\$10,000	N/A	\$10,000
BUSINESS PERSONAL PROPERTY TEMPORARILY IN PORTABLE STORAGE UNITS	\$500	\$25,000	N/A	\$25,000
CIVIL AUTHORITY	72 HOURS	4 WEEKS	N/A	4 WEEKS
COMPUTER AND FUNDS TRANSFER FRAUD	\$500	\$5,000	N/A	\$5,000
LIMITED COVERAGE FOR FUNGI, WET ROT, OR DRY ROT	\$500	\$50,000	N/A	\$50,000
PAVED SURFACES	\$500	\$25,000	N/A	\$25,000
TENANT BUILDING COVERAGE - REQUIRED BY LEASE	\$500	\$25,000	N/A	\$25,000
TENANT BUSINESS PERSONAL PROPERTY COVERAGE - REQUIRED BY LEASE	\$500	\$25,000	N/A	\$25,000

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Additional Property Coverages & Extensions	Deductible	Amount Included	Additional Amount Increase	Total Limit
THEFT OF TELEPHONIC SERVICES	\$ 500	\$ 25,000	N/A	\$ 25,000
UNDERGROUND PIPES	\$ 500	INCLUDED	N/A	INCLUDED

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ORDINANCE OR LAW	001	001	NONE	\$5,000	N/A	\$5,000
COMPUTER EQUIPMENT			\$500	\$35,000	N/A	\$35,000
COMPUTER EQUIPMENT EXTRA EXPENSE			NONE	\$5,000	N/A	\$5,000
ELECTRONIC VANDALISM			\$500			
OCCURRENCE LIMIT				\$10,000	N/A	\$10,000
AGGREGATE LIMIT				\$10,000	N/A	\$10,000
VALUABLE PAPERS AND RECORDS (OTHER THAN ELECTRONIC DATA)			\$1,000			
ON PREMISES				\$25,000	N/A	\$25,000
OFF PREMISES				\$25,000	N/A	\$25,000
ACCOUNTS RECEIVABLE			\$1,000			
ON PREMISES				\$25,000	N/A	\$25,000
OFF PREMISES				\$25,000	N/A	\$25,000
MONEY AND SECURITIES			\$500			
ON PREMISES				\$10,000	N/A	\$10,000
OFF PREMISES				\$5,000	N/A	\$5,000
EQUIPMENT BREAKDOWN			\$1,000	INCLUDED	N/A	INCLUDED
PROTECTIVE DEVICES CREDIT						
AUTOMATIC SPRINKLER SYSTEM				NO		
AUTOMATIC FIRE ALARM				NO		
CENTRAL STATION SECURITY				NO		
COLLAPSE			\$500	INCLUDED	N/A	INCLUDED
UTILITY SERVICES						
DIRECT DAMAGE			\$500	\$50,000	N/A	\$50,000
TIME-ELEMENT			24 HOURS	\$25,000	N/A	\$25,000

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ORDINANCE OR LAW	003	001	NONE	\$5,000	N/A	\$5,000
COMPUTER EQUIPMENT			\$500	\$35,000	N/A	\$35,000
COMPUTER EQUIPMENT EXTRA EXPENSE			NONE	\$5,000	N/A	\$5,000
ELECTRONIC VANDALISM			\$500			
OCCURRENCE LIMIT				\$10,000	N/A	\$10,000
AGGREGATE LIMIT				\$10,000	N/A	\$10,000
VALUABLE PAPERS AND RECORDS (OTHER THAN ELECTRONIC DATA)			\$1,000			
ON PREMISES				\$25,000	N/A	\$25,000
OFF PREMISES				\$25,000	N/A	\$25,000
ACCOUNTS RECEIVABLE			\$1,000			
ON PREMISES				\$25,000	N/A	\$25,000
OFF PREMISES				\$25,000	N/A	\$25,000
MONEY AND SECURITIES			\$500			
ON PREMISES				\$10,000	N/A	\$10,000
OFF PREMISES				\$5,000	N/A	\$5,000
EQUIPMENT BREAKDOWN			\$1,000	INCLUDED	N/A	INCLUDED
PROTECTIVE DEVICES CREDIT						
AUTOMATIC SPRINKLER SYSTEM				NO		
AUTOMATIC FIRE ALARM				NO		
CENTRAL STATION SECURITY				NO		
COLLAPSE			\$500	INCLUDED	N/A	INCLUDED
UTILITY SERVICES						
DIRECT DAMAGE			\$500	\$50,000	N/A	\$50,000
TIME-ELEMENT			24 HOURS	\$25,000	N/A	\$25,000

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Forms and Endorsements Schedule

Form Number	Edition Date	Description
391-1022	10/16	DELUXE PROP SPECIAL BROAD ENDT
BP1415	07/13	LIMIT EX PI/AI LAWYERS
BP0404	01/10	HIRED AUTO NON-OWNED AUTO LIAB
401-1374	12/20	DISCLOSURE PURSUANT TO TRIA
391-1114	01/15	CAP ON LOSSES FROM TERRORISM
391-1313	01/15	EXCLUSION OF PUNITIVE DAMAGES
391-1006	08/16	LIABILITY SPECIAL BROADENING
391-1003	08/16	BUSINESSOWNERS COVERAGE FORM
BP0417	01/10	EMPLOYMT RELATED PRACTICES EXCL
231-0475	06/89	PILR NOTICE
421-0022	07/02	ASBESTOS EXCLUSION
391-1150	07/02	TEXAS CHANGES
391-1102	08/16	EXCL - FUNGI OR BACTERIA LIAB
391-1375	01/10	AMEND LIMITS PERSONAL AND ADV
401-1122	11/22	TX COMPLAINT IMPORTANT NOTICE
391-1054	08/16	TEXAS CHANGES
BP1203	01/10	LOSS PAYABLE PROVISIONS
391-1427	02/18	WATER BACK-UP & SUMP OVERFLOW

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATER BACK-UP AND SUMP OVERFLOW

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is added to **SECTION I - PROPERTY**:

If any of the property covered by this endorsement is also covered under any other provisions of the policy of which this endorsement is made a part, or if more than one coverage under this endorsement applies, in the event of loss or damage, you must choose only one of these coverages to apply to that loss. The most we will pay in this case is the limit of insurance applying to the coverage you select.

SCHEDULE

Premises Number	Covered Property Annual Aggregate Limit of Insurance	Business Income and Extra Expense Annual Aggregate Limit of Insurance
001 001	\$ 25,000	\$ 25,000
	\$	\$
	\$	\$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. We will pay for direct physical loss or damage to Covered Property, under **SECTION I - PROPERTY, A. Coverage, 1. Covered Property** caused by or resulting from:

1. Water or waterborne material which backs up through or overflows or is otherwise discharged from a sewer or drain; or
2. Water or waterborne material which overflows or is otherwise discharged from a sump, sump pump or related equipment, even if the overflow or discharge results from mechanical breakdown of a sump pump or its related equipment.

However, with respect to paragraph **A.2.**, we will not pay the cost of repairing or replacing a sump pump or its related equipment in the event of mechanical breakdown.

B. The coverage described in paragraph **A.** of this endorsement does not apply to loss or damage resulting from:

1. An Insured's failure to keep a sump pump or its related equipment in proper working condition;
2. An Insured's failure to perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions; or

3. Sump pump failure which is caused by or results from failure of power, unless this policy is endorsed to cover power failure affecting the described premises.

C. The most we will pay for the coverage provided under this endorsement for all direct physical loss or damage to Covered Property is the Covered Property Annual Aggregate Limit of Insurance. That limit is \$5,000 per location, unless a different Covered Property Annual Aggregate Limit of Insurance is indicated in the Schedule of this endorsement.

The applicable Covered Property Annual Aggregate Limit of Insurance is the most we will pay under this endorsement for the total of all direct physical loss or damage sustained in any one policy year, regardless of the number of occurrences that cause or result in loss or damage to Covered Property. If loss payment for the first such occurrence does not exhaust the applicable Limit of Insurance, then the balance of that Limit is available for subsequent loss or damage sustained in, but not after, that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

- D. The following provisions apply to **SECTION I - PROPERTY** and supersede any provisions to the contrary:

The most we will pay under:

1. Paragraph **A.5.f.** Business Income Additional Coverage for all loss of Business Income you sustain due to the necessary suspension of your operations caused by direct physical loss or damage to Covered Property as described in paragraph **A.** of this endorsement; and
2. Paragraph **A.5.g.** Extra Expense Additional Coverage for all necessary Extra Expense you incur and that you would not have incurred if there had been no direct physical loss or damage to Covered Property as described in paragraph **A.** of this endorsement;

is the Business Income and Extra Expense Annual Aggregate Limit of Insurance. That limit is \$5,000 per location, unless a different Business Income and Extra Expense Annual Aggregate Limit of Insurance is shown in the Schedule.

The applicable Business Income And Extra Expense Annual Aggregate Limit of Insurance is the most we will pay under this endorsement for the total of all loss of Business Income you sustain and Extra Expense you incur in any one policy year, regardless of the number of occurrences that cause or result in loss or damage to Covered Property as described in paragraph **A.** of this endorsement.

If loss payment during an earlier "period of restoration" in the policy year does not exhaust the applicable Limit of Insurance, then the balance of that Limit is available for loss of Business Income you sustain or Extra Expense you incur during a subsequent "period of restoration" beginning in, but not after, that policy year.

With respect to a "period of restoration" which begins in one policy year and continues in a subsequent policy year(s), all loss of Business Income you sustain or Extra Expense you incur is deemed to be sustained or incurred in the policy year in which the "period of restoration" began.

- E. With respect to the coverage provided under this endorsement, **SECTION I - PROPERTY, B. Exclusions, 1., g. Water** is replaced by the following:

g. Water

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
- (2) Mudslide or mudflow; or
- (3) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings; or
- (4) Waterborne material carried or otherwise moved by any of the water referred to in paragraph (1) or (3), or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (4), is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs (1) through (4), results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

- F. For the purposes of this endorsement, the term drain includes a roof drain and related fixtures.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.