# INDIANA FARM B BUREAU INSURANCE®

#### FARM POLLUTION LIABILITY POLICY DECLARATIONS

United Farm Family Mutual Insurance Company

This declarations form together with any forms and endorsements indicated under itemc8nstitutes the entire contract between the parties. This declarations replaces and supersedes any preceding numbered declarations bearing the same policynumber.

Policy Number

FPL 7400146 01

#### **Transaction**

RENEWAL BUSINESS

#### Item 1. Named Insured and Mailing Address

KATS FAMILY FARMS LLC 651 W 700 S HEBRON IN 46341-8877

2. Policy Period: 04/23/2016 to 04/23/2017 at 12:01 a.m. Standard Time at your mailing address shown become

3. The Named Insured Is: LLC

(Individual, Partnership, Corporation, Joint Venture, Other)

4. Limits of Insurance

Each Pollution Incident limit \$500,000
Aggregate Limit \$500,000

5. Retroactive Date: See Attached Schedule Section Section I of this insurance does not apply töbodily injury"

or "property damage" caused by a "pollutioncident" that

commencepsrior to the Retroactive Date.

6. Deductible Amount \$500 This reduces the Limit of Liability shown as applicable to each

"pollution incident."

7. Insured Sites:

Site No. Legal Location Type Farming Untriber of Acres

See Attached Schedule

8. Endorsements applicable in addition to Policy Provisions Form 06-578.

06-238 (12/04) 06-582 (04/87) 06-584 (04/87) 06-597 (02/11)

9. Provisional Annual Advance Premium \$ 377.00

#### Agent

GUDEMAN, JOSEPH E 2570 N. MCKINLEY AVENUE RENSSELAER IN 47978-8589 3700702 Telephone: 219-866-4694

Issued Date: 05/04/2016

06-579 4-87

Policy Number: FPL 7400146 01 Effective Date: 04/23/2016

Insured Sites:

Site No. 00001 Retroactive Date 04/23/2015

No. of Acres 7

Legal Location 979 S 475 W - BUD'S

County PORTER
State INDIANA
Type Farming GRAIN
Owned or Leased OWNED

Site No. 00002 Retroactive Date 04/23/2015

No. of Acres 5

Legal Location 651 W 700 S - RYAN'S

County PORTER
State INDIANA
Type Farming GRAIN
Owned or Leased OWNED

Site No. 00003 Retroactive Date 04/23/2015

No. of Acres

Legal Location CORNER OF 650 S & 50

County PORTER
State INDIANA
Type Farming GRAIN
Owned or Leased OWNED

Site No. 00004 Retroactive Date 04/23/2015

No. of Acres 1

Legal Location 979 S 400 W - RENTAL

County PORTER
State INDIANA
Type Farming GRAIN
Owned or Leased OWNED

Policy Number: FPL 7400146 01 Effective Date: 04/23/2016

Insured Sites:

Site No. 00005 Retroactive Date 04/23/2015

No. of Acres 132

Legal Location SEC 1/TWP 32N/RGE 7W

County PORTER
State INDIANA
Type Farming GRAIN
Owned or Leased LEASED

Site No. 00006 Retroactive Date 04/23/2015

No. of Acres 187

Legal Location SEC 2/TWP 33N/RGE 7W

County PORTER
State INDIANA
Type Farming GRAIN
Owned or Leased OWNED

Site No. 00007 Retroactive Date 04/23/2015

No. of Acres 99

Legal Location SEC 9/TWP 34N/RGE 6W

County PORTER
State INDIANA
Type Farming GRAIN
Owned or Leased LEASED

Site No. 00008 Retroactive Date 04/23/2015

No. of Acres 253

Legal Location SEC 11/TWP33N/RGE 7W

County PORTER
State INDIANA
Type Farming GRAIN
Owned or Leased LEASED

Policy Number: FPL 7400146 01 Effective Date: 04/23/2016

Insured Sites:

Site No. 00009 Retroactive Date 04/23/2015

No. of Acres 37

Legal Location SEC 12/TWP 33N/RGE 7

County PORTER
State INDIANA
Type Farming GRAIN
Owned or Leased LEASED

 Site No.
 00010

 Retroactive Date
 04/23/2015

No. of Acres 73

Legal Location SEC 18/TWP 33N/RGE 6

County PORTER
State INDIANA
Type Farming GRAIN
Owned or Leased LEASED

Site No. 00011 Retroactive Date 04/23/2015

No. of Acres 121

Legal Location SEC 19/TWP 33N/RGE 6

County PORTER
State INDIANA
Type Farming GRAIN
Owned or Leased LEASED

Site No. 00012 Retroactive Date 04/23/2015

No. of Acres 77

Legal Location SEC 20/TWP 33N/RGE 6

County PORTER
State INDIANA
Type Farming GRAIN
Owned or Leased LEASED

Policy Number: FPL 7400146 01 Effective Date: 04/23/2016

Insured Sites:

 Site No.
 00013

 Retroactive Date
 04/23/2015

No. of Acres 42

Legal Location SEC 23/TWP 33N/RGE 7

County PORTER
State INDIANA
Type Farming GRAIN
Owned or Leased LEASED

Site No. 00014 Retroactive Date 04/23/2015

No. of Acres 17

Legal Location SEC 25/TWP 33N/RGE 7

County PORTER
State INDIANA
Type Farming GRAIN
Owned or Leased OWNED

 Site No.
 00015

 Retroactive Date
 04/23/2015

No. of Acres 81

Legal Location SEC 24/TWP 34N/RGE 7

County PORTER
State INDIANA
Type Farming GRAIN
Owned or Leased LEASED

Site No. 00016 Retroactive Date 04/23/2015

No. of Acres 19

Legal Location SEC 2/TWP 33N/RGE 6W

County PORTER
State INDIANA
Type Farming GRAIN
Owned or Leased LEASED

Policy Number: FPL 7400146 01 Effective Date: 04/23/2016

Insured Sites:

Site No. 00017 Retroactive Date 04/23/2015

No. of Acres 189

Legal Location SEC 30/TWP 33N/RGE 6

County PORTER
State INDIANA
Type Farming GRAIN
Owned or Leased OWNED

Site No. 00018 Retroactive Date 04/23/2015

No. of Acres 76

Legal Location SEC 34/TWP 34N/RGE 7

County PORTER
State INDIANA
Type Farming GRAIN
Owned or Leased LEASED

 Site No.
 00019

 Retroactive Date
 04/23/2015

No. of Acres 22

Legal Location SEC 36/TWP 34N/RGE 7

County PORTER
State INDIANA
Type Farming GRAIN
Owned or Leased LEASED

Site No. 00020 Retroactive Date 04/23/2015

No. of Acres 131

Legal Location SEC 4/TWP 33N/RGE 7W

County PORTER
State INDIANA
Type Farming GRAIN
Owned or Leased LEASED

Policy Number: FPL 7400146 01 Effective Date: 04/23/2016

Insured Sites:

Site No. 00021 Retroactive Date 04/23/2015

No. of Acres 32

Legal Location SEC 21/TWP 33N/RGE 7

County PORTER
State INDIANA
Type Farming GRAIN
Owned or Leased LEASED

#### TERRORISM EXCLUSION

Notwithstanding any provision to the contrary within this policy or any endorsement thereto, it is agreed that this policy excludes loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any Act of Terrorism, as defined herein, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

An "Act of Terrorism" includes any act, or preparation in respect in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s) de jure or de facto, and which:

- a. involves violence against one or more persons; or
- b. involves damage to property; or
- c. endangers life other than that of the person committing the action; or
- d. creates a risk to health or safety of the public or a section of the public; or
- e. is designed to interfere with or to disrupt an electronic system.

This policy also excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any Act of Terrorism.

Notwithstanding the above and subject otherwise to the terms, conditions, and limitations of this Agreement, in respect of any Act of Terrorism not certified under the Terrorism Risk Insurance Act of 2002 (the "Act") and any loss from an Act of Terrorism outside the definition of "Insured Loss" under the Act, this Agreement will pay actual loss or damage (but not related cost or expense) caused by the Act of Terrorism provided such act is not directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with biological, chemical, radioactive, or nuclear pollution or contamination or explosion.

### **EXTENDED REPORTING PERIOD ENDORSEMENT**

Attached to and forming part of Policy NumberFPL 7400146 01 , effective 04/23/2016 The above information is required only when this endorsement is issued after the effective date of the policy.

This endorsement modifies insurance provided under the following:

- 1. The following is added to item 1.c. of SECTION I POLLUTION LIABILITY COVERAGE:
  - (4) A claim first made within one year after the end of the policy period will be deemed to have been made on the last day of the policy period, provided that the claim is for damages because of "bodily injury" or "property damage" that occurred before the end of the policy period (but not before any applicable Retroactive Date).
- 2. The following is added to Item 4.b. of SECTION IV POLLUTION LIABILITY CONDITIONS:
  - (3) Whose policy period begins or continues after the Extended Reporting Period Endorsement takes effect.
- 3. This endorsement will not take effect unless the additional premium for it, as set forth in SECTION V EXTENDED REPORTING OPTION is paid when due. If that premium is paid when due, this endorsement may not be cancelled.

All other terms and conditions of this policy remain unchanged.