



Starr Surplus Lines Insurance Company

Starr Surplus Lines Insurance Company Excess Commercial Construction Impairment Liability Program Claim Reporting Guidelines

Please Send All Excess Commercial Construction Impairment Loss Notices To:

Sedgwick
PO Box 14155
Lexington, KY 40512-4155

Claims E-mail: StarrNewLoss@sedgwick.com
Claims Fax: 833-784-2350
After hours emergency call service:
877-869-0226

Our preferred method of reporting is by email but Loss Notices may be submitted via certified mail or faxed. If immediate attention is needed, e-mailing or faxing the Loss Notice and/or Claim or Litigation information is strongly recommended. If you have a claim related question and need to contact Sedgwick by telephone, please do so at 877-869-0226.

Consult Your Policy For Loss Reporting Requirements

Your policy states when to report a loss and details the information to be submitted with a First Notice of Loss. This is often found in the General Conditions section, although it may be changed by an endorsement. Additionally, the following information/documentation will always be helpful in assisting us with our evaluation.

- Citing Starr Surplus Lines Insurance Company policy, or claim number, in all correspondence.
- Providing a copy of any suit, demand for arbitration or mediation, a governmental agency notice, claim letter or any similar notice.
- Sending a copy of any internal reports related to the loss.
- Forwarding copies of status reports prepared by your defense counsel and/or your claim handler, if the case has been pending for a period of time.

Our claim's administrator will always acknowledge each First Notice of Loss, initiate contact to open lines of communication, and will request any additional information that may be needed. Our formal claims acknowledgment will identify the person responsible for handling your reported Claim, and their specific contact information.

If you have questions or would like to discuss a specific loss with one of our Claims Team members, please feel free to contact us. Thank you.

EXCESS LIABILITY DECLARATIONS

Starr Surplus Lines Insurance Company

POLICY NUMBER: 1000586993211

RENEWAL OF: New

PRODUCER NAME: Pascal Matthew Galtney
ADDRESS: 820 Gessner Road Suite 1850
Houston TX 77024

This is evidence of insurance procured and developed under the Missouri Surplus Lines Laws. It is NOT covered by the Missouri Guaranty Association. The insurer is not licensed by the state of Missouri and is not subject to its supervision.
Timothy Turner
Missouri License # 289308

ITEM 1. NAMED INSURED: Marmic Intermediate Corp
ADDRESS: 1014 S Wall Avenue
Joplin MO 64801

ITEM 2. POLICY PERIOD: FROM April 1, 2021 TO April 1, 2022
12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED SHOWN ABOVE.

ITEM 3. COVERAGE: Commercial Excess Liability

ITEM 4. LIMITS OF INSURANCE:
The Limits of Insurance, subject to all the terms of this Policy, are:
A. \$ 5,000,000 Each Occurrence
B. \$ 5,000,000 Other Aggregate(s), Where Applicable
C. \$ 5,000,000 Products-Completed Operations Aggregate

ITEM 5. "UNDERLYING INSURANCE"

A. First Underlying Insurance Policy(ies)

<u>Insurer</u>	<u>Policy No.</u>	<u>Policy Period</u>
See attached Schedule of Underlying Insurance		

B. Additional Underlying Insurance Policy(ies)

<u>Insurer</u>	<u>Policy No.</u>	<u>Policy Period</u>
See attached Schedule of Underlying Insurance		

ITEM 6. POLICY PREMIUM:

<u>Advanced Premium</u>	<u>Minimum Premium</u>	<u>Minimum Earned Premium</u>
\$ 272,024	\$ 272,024	\$ 68,006
<u>Estimated Exposure</u>	<u>Rate Per</u>	<u>Audit Period</u>
N/A	N/A	N/A

ITEM 7. NOTICES

In the event of an accident, occurrence, wrongful act, claim or suit, that is reasonably likely to involve this Policy, send all pertinent facts to:

Sedgwick

PO Box 14155
Lexington KY 40512-4155
StarrNewLoss@sedgwick.com
Fax: 833-784-2350
Phone : 877-869-0226

After hours emergency call service:
877-869-0226

ITEM 8. ENDORSEMENTS ATTACHED:

Title	Form Number
Claim Reporting Guidelines	CLAIMS RPT (00/00)
Excess Liability Declarations	SL 101 D (10/08)
Disclosure Pursuant To Terrorism Risk Insurance Act	SSIL-0002 (0115)
U.S. Treasury Department's Office Of Foreign Assets Control (OFAC) Advisory Notice To Policyholders	IL P 001 01 04
Excess Liability Policy Schedule Of Underlying Insurance	SL 102 (10/08)
Excess Liability Policy	SL 100 (10/08)
Missouri Changes - Cancellation and Nonrenewal	SL 301 MO (10/08)
Missouri Changes - Pollution Exclusion	SL 315 MO (10/08)
Missouri Changes - Guaranty Association	SL 323 MO (10/08)
Total Pollution Exclusion With a Building Heating Equipment Exception and a Hostile Fire Exception	SL 104 (04/11)
Notice of Cancellation or Nonrenewal to Designated Additional Insured	SL 106 (04/11)
Continuing Or Progressively Deteriorating Damages Endorsement	SL 134 (10/08)
Defense Condition Amendment	SL 143 (10/08)
Earlier Notice Of Cancellation Provided By Us	SL 147 (10/08)
EIFS Exclusion	SL 149 (10/08)
Specified Operations Exclusion	SL 222 (10/08)
Waiver of Subrogation Endorsement	SL 233 (0221)
Wrap-Up Insurance Program Exclusion	SL 238 (10/08)
Auto Coverage - Exclusion Of Terrorism	SL 341 (10/08)
Exclusion Of Certified Acts Of Terrorism	SL 345 (01/15)
Issuance of Excess Liability Policy Prior To Receipt of First Underlying Insurance Policy(ies) Amendatory Endorsement	SL 374 (0219)
Communicable Disease Exclusion	SL-421 (0720)
Service of Suit Endorsement	SL 704 (08/10)

The foregoing discloses all hazards insured hereunder known to exist at the inception date of this Policy, unless otherwise stated herein by endorsement on this Policy.

COUNTERSIGNED

May 15, 2021

BY



DATE

AUTHORIZED REPRESENTATIVE



THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

- ☐ This policy **includes** coverage for Certified Acts of Terrorism. Please refer to the applicable charge(s) below.
☒ This policy **excludes** coverage for Certified Acts of Terrorism.

Note: Applicable to Commercial Property and Commercial Inland Marine

Standard fire policy states mandate coverage for ensuing fire losses. If this policy is issued in a standard fire policy state, coverage for fire losses resulting from an act of terrorism is provided for Commercial Property and in some states for Commercial Inland Marine. The additional premium for such fire coverage is mandatory in these states and is shown below.

SCHEDULE

This Policy Consists Of The Following Charges For Certified Acts Of Terrorism

	PREMIUM
Terrorism (Fire Following) – Commercial Property	\$
Terrorism (Fire Following) – Commercial Inland Marine	\$
Terrorism (Other than Fire Following)	\$ 0
TOTAL TERRORISM PREMIUM (CERTIFIED ACTS):	\$ 0

This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):

Excess Liability Policy

Additional information, if any, concerning the terrorism premium:

NOTE: The premium above is for certain losses resulting from certified acts of terrorism as covered pursuant to coverage provisions, limitations and exclusions in this policy. You should read the definition in your policy carefully, but generally speaking, "certified" acts of terrorism are acts that exceed \$5 million in aggregate losses to the insurance industry and which are subsequently declared by the U.S. Secretary of the Treasury as a certified terrorist act under the Terrorism Risk Insurance Act. Some losses resulting from certified acts of terrorism are not covered. Read your policy and endorsements carefully.



A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage of that portion of the amount of such insured losses that exceeds the applicable insurer deductible. That percentage is 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81%

beginning on January 1, 2019 and 80% beginning on January 1, 2020. However, 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.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

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 portions 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.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



Starr Surplus Lines Insurance Company

Excess Liability Policy Schedule of Underlying Insurance

Policy Number: 1000586993211	Effective Date: April 1, 2021
Named Insured: Marmic Intermediate Corp	Issuing Company: Starr Surplus Lines Insurance Company

The Declarations, Schedule(s), and all terms and conditions complete this insurance Policy.

Type of Policy or Coverage and Insurer, Policy Number and Policy	Limits of Insurance
A. First Underlying Insurance Policy(ies)	
Coverage: General Liability Carrier: Associated Industries Ins Co. Policy No.: AES1038048 06 Policy Period: 04/01/2021 - 04/01/2022	\$1,000,000 Each Occurrence Limit \$2,000,000 Other Aggregate Limit \$2,000,000 Products-Completed Operations Aggregate Limit
Coverage: Employee Benefits Liability Carrier: Associated Industries Ins Co. Policy No.: AES1038048 06 Policy Period: 04/01/2021 - 04/01/2022 Claims Made Retro Date: 04/01/2016	\$1,000,000 Each Occurrence Limit \$1,000,000 Aggregate Limit
Coverage: Automobile Liability Carrier: Zurich American Insurance Co. Policy No.: BAP2929963-00 Policy Period: 04/01/2021 - 04/01/2022	\$2,000,000 Combined Single Limit
Coverage: Employers Liability Carrier: Zurich American Insurance Co. Policy No.: WC2929961-00 Policy Period: 04/01/2021 - 04/01/2022	\$1,000,000 Each Accident \$1,000,000 Disease - Each Employee Limit \$1,000,000 Disease - Policy Limit

B. Additional Underlying Insurance Policy(ies)

Date of Issue: May 15, 2021

**Authorized
Representative:**



Starr Surplus Lines Insurance Company

Excess Liability Policy

Named Insured: Marmic Intermediate Corp

Policy Number: 1000586993211

Effective Date: April 1, 2021 at 12:01 A.M.

This Policy is a legal contract between the Named Insured and Starr Surplus Lines Insurance Company (herein referenced as "the Company"). The Company agrees to provide insurance to the Named Insured, in exchange for the payment of the required premium. Coverage is subject to the terms and conditions described in this Policy.


This Policy and the coverage provided by it become effective at 12:01 A.M. at the address of the Named Insured on the Policy Effective Date shown above. It continues in effect in accordance with the provisions set forth in this Policy.

This Policy is governed by the laws of the state where it was delivered.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR SURPLUS LINES INSURANCE COMPANY


Steve Blakey, President


Nehemiah E. Ginsburg, General Counsel



Starr Surplus Lines Insurance Company

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EXCESS LIABILITY POLICY FORM

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Policy, the words you and your refer to the Named Insured as shown in **ITEM 1.** of the Declarations. The words we, us and our refer to the Company shown in the Declaration providing this insurance.

The word Insured means the Named Insured and any person or organization qualifying as an Insured in the First Underlying Insurance Policy(ies), but only to the extent to which such person(s) or organization(s) qualify as an Insured in the First Underlying Insurance Policy(ies) at the inception date of this Policy. Newly acquired or formed organizations must comply with **SECTION IV. CONDITIONS, D. Changes** in order to qualify for coverage.

Words and phrases that appear in quotation marks have special meaning. Refer to **SECTION III. DEFINITIONS**, or to the specific section, of this Policy where such words appear.

SECTION I. COVERAGE

- A.** We will pay on behalf of the Insured, the "Ultimate Net Loss" in excess of the "Underlying Insurance" as shown in **ITEM 5.** of the Declarations, that the Insured becomes legally obligated to pay for loss or damage to which this insurance applies and that takes place in the Coverage Territory. Except for the terms, definitions, conditions and exclusions of this Policy, the coverage provided by this Policy shall follow the terms, definitions, conditions and exclusions of the applicable First Underlying Insurance Policy(ies) shown in **ITEM 5.A.** of the Declarations.
- B.** Regardless of any other warranties, terms, conditions, exclusions or limitations of this Policy, if any applicable Underlying Insurance Policy(ies) does not cover "Ultimate Net Loss" for reasons other than exhaustion of its limit of liability by payment of claims or suits, then this Policy will not cover such "Ultimate Net Loss".
- C.** The amount we will pay for the "Ultimate Net Loss" is limited as described in **SECTION II. LIMITS OF INSURANCE.**

SECTION II. LIMITS OF INSURANCE

- A.** The Limits of Insurance shown in the Declarations and the rules below describe the most we will pay regardless of the number of:
 - 1. Insureds;
 - 2. Claims made or suits brought; or
 - 3. Persons or organizations making claims or bringing suits.
- B.** The Limits of Insurance of this Policy will apply as follows:
 - 1. This Policy applies only in excess of the "Underlying Insurance" scheduled in **ITEM 5.** of the Declarations.
 - 2. If our Limits of Insurance stated in **ITEM 4.** of the Declarations are less than the total Limits of Insurance stated in **ITEM 4.** of the Declarations, then our Limits of Insurance shall be that proportion of the "Ultimate Net Loss" to which our Limits of Insurance apply to the total Limits of Insurance stated in **ITEM 4.** of the Declarations and apply only in excess of the total Limits of "Underlying Insurance" scheduled in **ITEM 5.** of the Declarations.



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3. Subject to Paragraph **B.2.** above, the Each Occurrence limit stated in **ITEM 4.A.** of the Declarations is the most we will pay for the "Ultimate Net Loss" for loss or damages arising out of any one occurrence to which this insurance applies.
4. Subject to Paragraphs **B.2.** and **B.3.** above, the limit stated in **Item 4.C.** of the Declarations for the Products-Completed Operations Aggregate is the most we will pay for all "Ultimate Net Loss" under the products-completed operations hazard.
5. Subject to Paragraphs **B.2.** and **B.3.** above, the Other Aggregate Limit stated in **Item 4.B.** of the Declarations is the most we will pay for all "Ultimate Net Loss" except "Ultimate Net Loss" covered under the products-completed operations hazard, that is subject to an aggregate limit provided by the First Underlying Insurance Policy(ies). The Other Aggregate Limit stated in **ITEM 4.B.** applies separately and in the same manner as the aggregate limits provided by the First Underlying Insurance Policy(ies).
6. Subject to Paragraphs **B.2., B.3., B.4.** and **B.5.** above, if the total applicable Limits of Insurance of "Underlying Insurance" scheduled in **ITEM 5.** of the Declarations are:
 - a. Exhausted by payment of "Ultimate Net Loss" arising solely out of a claim first made, or occurrence(s) which first took place, during the Policy Period shown in the Declarations and would be covered under the provisions of this Policy, this insurance applies in excess of such exhausted limit(s); or
 - b. Reduced or exhausted by payment of "Ultimate Net Loss" arising out of a claim which was not first made during the Policy Period shown in the Declarations, or occurrence(s) which took place before or after the Policy Period shown in the Declarations or would not be covered under the provisions of this Policy, this insurance applies as if such payments had not been made.
7. The Limits of Insurance shown in **ITEM 4.** of the Declarations apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Policy Period shown in the Declarations, unless the Policy Period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the preceding period for purposes of determining the Limits of Insurance.

SECTION III. DEFINITIONS

A. "Ultimate Net Loss"

"Ultimate Net Loss" means the total sum, after reduction for all recoveries including other valid and collectible insurance, excepting only the "Underlying Insurance" scheduled under **ITEM 5.** of the Declarations, actually paid or payable due to a claim or suit for which you or an Insured are liable either by a settlement to which we agreed or a final judgment.

The term "Ultimate Net Loss" shall also include defense costs when such defense costs are included within the limits of insurance of any applicable "Underlying Insurance".

B. "Underlying Insurance"

"Underlying Insurance" means the Policy(ies) and/or self-insured retention identified in **ITEM 5.** of the Declarations. "Underlying Insurance" shall include:

- 1 The First Underlying Insurance Policy(ies) scheduled in **ITEM 5.A.** of the Declarations;



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2. Any Additional Underlying Insurance Policy(ies) scheduled in **ITEM 5.B.** of the Declarations; and
3. Any renewal or replacement of such Policy(ies).

SECTION IV. CONDITIONS

A. Appeals

If the Insured or underlying insurer elects not to appeal a judgment or award in excess of the limits of the "Underlying Insurance," we may do so at our expense. We will not be liable for any judgment or award that exceeds the Limits of Insurance stated in **ITEM 4.** of the Declarations.

B. Bankruptcy or Insolvency

Your or an Insured's bankruptcy, insolvency or inability to pay will not relieve us from our obligations under this Policy.

In the event of bankruptcy, insolvency or refusal or inability to pay, of any underlying insurer or insurer providing other insurance, the insurance afforded by this Policy will not drop down or replace such "Underlying Insurance" or other insurance, but will apply as if all limits of any "Underlying Insurance" or other insurance are fully available and collectible.

C. Cancellation

1. You may cancel this Policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this Policy. If we cancel because of non-payment of premium, we must mail or deliver to you not less than ten (10) days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we must mail or deliver to you not less than thirty (30) days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in **ITEM 1.** of the Declarations will be sufficient to prove notice.
3. The Policy Period will end on the day and hour stated in the cancellation notice.
4. If we cancel, earned premium will be calculated pro rata based on the time this Policy was in force.
5. If you cancel, earned premium will be more than a pro rata of the Advanced Premium as shown on **ITEM 6.** of the Declarations; it will be based on the time this Policy was in force and increased by the applicable short rate cancellation table and procedure.
6. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter but the cancellation will be effective even if we have not made or offered any refund due you. Our check or our representative's check, mailed or delivered, shall be sufficient tender of any refund due you.
7. The first Named Insured in **ITEM 1.** of the Declarations shall act on behalf of all other Insured(s) with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this Policy.
8. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this Policy is changed by this statement to comply with that law.



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D. Changes

You must promptly notify us of any newly acquired or formed organizations, or coverage or limit changes made after the inception date of this Policy to the First Underlying Insurance Policy(ies) as scheduled in **ITEM 5.A.** of the Declarations.

Coverage under this Policy will apply to newly acquired or formed organizations only if we endorse the organization as an Insured onto this Policy. Any newly acquired or formed organizations endorsed onto this Policy may be subject to an additional premium and to a premium audit.

E. Coverage Territory

Any claim or suit for loss or damage occurring within the Coverage Territory must be brought within the United States of America.

Coverage Territory shall be deemed to be anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.

Payments under this Policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

F. Defense

We have no duty to defend any claim or suit and will not be obligated to assume charge of the investigation, settlement or defense of any claim, suit or proceeding instituted against you or any Insured for loss or damages to which this insurance may apply. We will have the right and opportunity to participate or associate in the investigation, settlement or defense of any claim, suit or proceeding against you or an Insured for loss or damage to which this insurance may apply. If we exercise such right, which is at our sole discretion, we will do so at our own expense.

G. Maintenance of "Underlying Insurance"

You agree to maintain all "Underlying Insurance" in full force and effect during our Policy Period stated in **ITEM 2.** of the Declarations, except for the reduction of the aggregate limits of the "Underlying Insurance" due to payment of claim(s) or suit(s) for loss or damage to which this insurance may apply. If you fail to comply with this condition precedent, then the insurance provided by this Policy shall only apply as though such "Underlying Insurance" had been in full force and effect by you.

H. Notification of Accidents or Occurrences

1. You or an Insured must see to it that we are notified as soon as practicable of an accident, occurrence or wrongful act which is reasonably likely to result in a claim or suit to which this insurance may apply.

To the extent possible, notice will include:

- a. How, when and where the accident, occurrence or wrongful act took place;
- b. The names and addresses of any injured persons and witnesses;
- c. The nature and location of any loss, injury or damage arising out of the accident, occurrence or wrongful act.



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2. If a claim is made or a suit is brought against an Insured that is reasonably likely to involve this Policy, you or an Insured must notify us in writing as soon as practicable.
3. You and an Insured must:
 - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
 - b. Authorize us to obtain records and other information;
 - c. Cooperate with us in the investigation, settlement or defense of the claim or suit; and
 - d. 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 or damage to which this insurance may also apply.
4. No Insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

I. Other Insurance

If other insurance applies to "Ultimate Net Loss" that is also covered by this Policy, this Policy will apply excess of, and will not contribute to, the other insurance. Nothing herein will be construed to make this Policy subject to the terms, conditions and limitations of such other insurance. However, other insurance does not include:

1. "Underlying Insurance";
2. Insurance that is specifically written as excess over this Policy; or
3. Insurance held by a person(s) or organization(s) qualifying as an additional insured in "Underlying Insurance", but only when the written contract or agreement between you and the additional insured requires a specific limit of insurance that is in excess of the Underlying Limits of Insurance. However, the Limits of Insurance afforded the additional insured in this paragraph shall be the lesser of the following:
 - a. The minimum limits of insurance required in the contract or agreement between you and the additional insured; or
 - b. The Limits of Insurance shown in the Declarations of this Policy.

Other insurance includes any type of self-insurance or other mechanism by which an Insured arranges for the funding of legal liabilities.

J. Premium

The first Named Insured shown in **ITEM 1.** of the Declarations shall be responsible for payment of all premiums when due.

The Advanced Premium shown in **ITEM 6.** of the Declarations is a flat premium for this Policy Period, unless Estimated Exposure, Rate Per and Audit Period are completed on the Declarations. In that case a Premium Audit Endorsement will be attached to the Policy.



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Earned Premium in a Policy Period shall be subject to the Minimum Premium and the Minimum Earned Premium as stated in the Declarations, if applicable.

K. Transfer of Rights of Recovery Against Others to Us

If the Insured has rights to recover all or part of any payment we have made under this Policy, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring suit or transfer those rights to us and help us enforce them. Reimbursement of recovery(ies), minus expenses incurred by us in the process of recovery, will be first made to any interest (including the Insured) who has paid any amounts in excess of the limits of this Policy; then next to us; and then finally to all other interests (including the Insured and the underlying insurer) with respect to the remaining amounts, if any.

L. Unintentional Errors or Omissions

Your failure to disclose all hazards existing as of the inception date of this Policy shall not prejudice you with respect to the coverage afforded by this Policy provided such failure or any omission is not intentional.

M. When "Ultimate Net Loss" is Payable

Coverage under this Policy will not apply unless and until the Insured or the Insured's "Underlying Insurance" has paid or is obligated to pay the full amount of the limits of the "Underlying Insurance" scheduled in **ITEM 5.** of the Declarations. If other insurance applies, coverage under this Policy will not apply until the other insurance has paid or is obligated to pay the full amount of its limit of insurance.

When the "Ultimate Net Loss" is determined, we will pay on behalf of the Insured the amount of "Ultimate Net Loss" to which this insurance applies.

SECTION V. EXCLUSIONS

This insurance shall not apply to:

A. Asbestos

1. "Ultimate Net Loss" arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust;
2. Any obligation of the Insured to indemnify any party because of damages arising out of such "Ultimate Net Loss" as a result of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust; or
3. Any obligation to defend any suit or claim against the Insured seeking damages, if such suit or claim arises from "Ultimate Net Loss" as a result of the manufacture of, mining of, use of, sales of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust.

B. Auto Coverages

"Ultimate Net Loss" arising out of or resulting from any first party physical damage coverage; no-fault law; personal injury protection or auto medical payments coverage; or uninsured or underinsured motorist law.

C. Nuclear

"Ultimate Net Loss":



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1.
 - a. With respect to which the Insured is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability-Property Insurance Assoc., Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - b. Resulting from the "hazardous properties" of "Nuclear Material" and with respect to which **(1)** any person or any organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(2)** the Insured is, or had this Policy not been available 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.
2. "Ultimate Net Loss" resulting from the hazardous properties of "Nuclear Material", if:
 - a. The "Nuclear Material" **(1)** is at any "nuclear facility" owned by the Insured or operated by the Insured or on the Insured's behalf, or **(2)** has been discharged or dispensed therefrom;
 - b. The "Nuclear Material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by the Insured or on the Insured's behalf; or
 - c. The "Ultimate Net Loss" arises out of the furnishing by the 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, its territories or possessions or Canada, this exclusion **c.** applies only to property damage to such "Nuclear Facility" and any property thereat.
3. As used in this exclusion:
 - a. "Hazardous Properties" includes radioactive, toxic or explosive properties;
 - b. "Nuclear Material" means "Source Material", "Special Nuclear Material" or "By-Product Material;"
 - c. "Source Material", "Special Nuclear Material" and "By-product Material" have the meanings given them in the Atomic Energy Act of 1954 or any law amendatory thereof;
 - d. "Spent Fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
 - e. "Waste" means any waste material **(1)** containing "By-Product Material" and **(2)** resulting from the operation by any person or organization of a "Nuclear Facility" included within the definition of "Nuclear Facility" below;
 - f. "Nuclear Facility" means:
 - (1)** Any nuclear reactor;
 - (2)** Any equipment or device designed or used for **(i)** separating the isotopes of uranium or plutonium, **(ii)** processing or utilizing "Spent Fuel", or **(iii)** handling, processing or packaging wastes;
 - (3)** Any equipment or device used for the processing, fabricating, or alloying of "Special Nuclear Material" if at any time the total amount of such material in the Insured's custody at the



Starr Surplus Lines Insurance Company

premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(4) Any structure, basin, excavation, premises or place prepared or used for storage or disposal of waste, 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.

g. "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.

h. "Ultimate Net Loss" includes all forms of radioactive contamination of property.

D. Pollution

1. "Ultimate Net Loss" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
2. Loss, cost or expense arising out of any:
 - a. Request, demand, order or statutory or regulatory 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
 - b. Claim or suit by or on behalf of a governmental authority for damages 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 does not apply if valid "Underlying Insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of the applicable limits of the Underlying Insurance. Coverage provided under this Policy will follow the terms, definitions, conditions, exclusions and limitations of the First Underlying Insurance Policy(ies).

E. Workers Compensation and Similar Laws

"Ultimate Net Loss" for any obligation of the Insured under any worker's compensation, disability benefits or unemployment compensation law or any similar law.



Starr Surplus Lines Insurance Company

Missouri Changes – Cancellation and Nonrenewal

Policy Number: 1000586993211

Effective Date: April 1, 2021 at 12:01 A.M.

Named Insured: Marmic Intermediate Corp

A. If you are an individual, partnership or limited liability company and a covered auto you own is of the private passenger type, and this Policy covers fewer than five autos and does not insure the motor vehicle hazard of garages, motor vehicle sales agencies, repair shops, service stations or public parking places, **SECTION IV. CONDITIONS**, condition **C. Cancellation** does not apply to that auto. The following Condition applies instead:

1. **SECTION IV. CONDITIONS**, condition **C. Cancellation** is replaced by the following:

Ending This Policy

a. Cancellation

- (1) You may cancel this Policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
- (2) If this Policy has been in effect for 60 days or less and is not a renewal or continuation Policy, we may cancel for any reason. If we cancel, we will mail you at least 10 days notice.
- (3) When this Policy has been in effect for more than 60 days or is a renewal or continuation Policy, we may cancel only for one or more of the following reasons:
 - (a) Nonpayment of premium. If we cancel for this reason, we will mail you at least 10 days notice.
 - (b) If you are an individual, partnership or limited liability company and your driver's license has been suspended or revoked during the Policy Period. If we cancel for this reason, we will mail you at least 30 days notice. However, we may not cancel if you are more than one person, but only one person's license has been suspended or revoked. Instead we may exclude coverage for that person while operating a covered auto during a period of suspension or revocation.
 - (c) If you are an individual, we replace this Policy with another one providing similar coverages and the same limits for the covered auto. The replacement Policy will take effect when this Policy is canceled, and will end a year after this Policy begins or on this Policy's expiration date, whichever is earlier.
- (4) If this Policy is canceled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. If you cancel, the refund may be less than pro rata. If we cancel, the refund will be pro rata.



Starr Surplus Lines Insurance Company

- (5) The effective date of cancellation stated in the notice shall become the end of the Policy Period.
- (6) Our notice of cancellation will state the actual reason for cancellation unless the cancellation is due to nonpayment of premium.

b. Nonrenewal

- (1) If we decide not to renew or continue this Policy, we will mail you notice at least 30 days before the end of the Policy Period. If the Policy Period is other than one year, we will have the right not to renew or continue it only at the anniversary of its original effective date. If we offer to renew or continue and you do not accept, this Policy will terminate at the end of the current Policy Period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
- (2) If we fail to mail proper notice of nonrenewal and you obtain other insurance, the coverages provided by this Policy will end on the effective date of any similar coverages provided by the other insurance.
- (3) Our notice of nonrenewal will state the actual reason for nonrenewal unless the nonrenewal is due to nonpayment of premium.

2. SECTION IV. CONDITIONS is amended to include the following condition:

Mailing Of Notices

Any notice of cancellation or nonrenewal will be mailed by United States Postal Service certificate of mailing to your last known mailing address. Proof of mailing of any notice will be sufficient proof of notice.

B. For all other circumstances not described in Paragraph A. above:

- 1. Paragraph 2. of **SECTION IV. CONDITIONS**, condition **C. Cancellation** is deleted and replaced with the following:

We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the actual reason for cancellation, at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- b. 30 days before the effective date of cancellation if cancellation is for one or more of the following reasons:
 - (1) Fraud or material misrepresentation affecting this Policy or a claim filed under this Policy or a violation of any of the terms or conditions of this Policy;
 - (2) Changes in conditions after the effective date of this Policy which have materially increased the risk assumed;
 - (3) We become insolvent; or,



Starr Surplus Lines Insurance Company

(4) We involuntarily lose reinsurance for this Policy.

c. 60 days before the effective date of cancellation if we cancel for any other reason.

2. The following condition is added to **SECTION IV. CONDITIONS:**

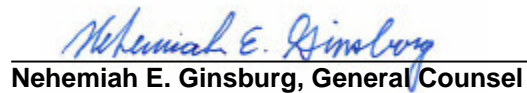
When We Do Not Renew

1. We may elect not to renew this Policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the actual reason for nonrenewal, at least sixty days prior to the effective date of the nonrenewal.
2. If notice is mailed, proof of mailing will be sufficient proof of notice.

All other terms and conditions of this Policy remain unchanged.

Signed for **STARR SURPLUS LINES INSURANCE COMPANY**


Steve Blakey, President


Nehemiah E. Ginsburg, General Counsel



Starr Surplus Lines Insurance Company

Missouri Changes – Pollution Exclusion

Policy Number: 1000586993211

Effective Date: April 1, 2021 at 12:01 A.M.

Named Insured: Marmic Intermediate Corp

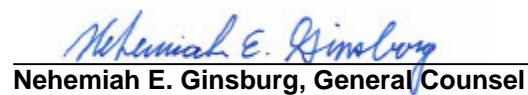
SECTION V. EXCLUSIONS, exclusion **D. Pollution** is amended to include the following:

This pollution exclusion applies even if such irritant or contaminant has a function in your business, operations, premises, site or location.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR SURPLUS LINES INSURANCE COMPANY


Steve Blakey, President


Nehemiah E. Ginsburg, General Counsel



Starr Surplus Lines Insurance Company

Missouri Changes – Guaranty Association

Policy Number: 1000586993211

Effective Date: April 1, 2021 at 12:01 A.M.

Named Insured: Marmic Intermediate Corp

MISSOURI PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION COVERAGE LIMITATIONS

- A. Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association), the Association will pay claims covered under the Act if we become insolvent.
- B. The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of the Act:
1. Claims covered by the Association do not include a claim by or against an Insured of an insolvent insurer, if the Insured has a net worth of more than \$25 million on the later of the end of the Insured's most recent fiscal year or the December thirty-first of the year next preceding the date the insurer becomes insolvent; provided that an Insured's net worth on such date shall be deemed to include the aggregate net worth of the Insured and all of its affiliates as calculated on a consolidated basis.
 2. Payments made by the Association for covered claims will include only that amount of each claim which is less than \$300,000.

However, the Association will not:

- a. Pay an amount in excess of the applicable Limit of Insurance of the Policy from which a claim arises;
or
- b. Return to an Insured any unearned premium in excess of \$25,000.

These limitations have no effect on the coverage we will provide under this Policy.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR SURPLUS LINES INSURANCE COMPANY


Steve Blakey, President


Nehemiah E. Ginsburg, General Counsel



Starr Surplus Lines Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Total Pollution Exclusion With a Building Heating Equipment Exception And a Hostile Fire Exception

Policy Number: 1000586993211

Effective Date: April 1, 2021 at 12:01 A.M.

Named Insured: Marmic Intermediate Corp

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY FORM

1. Exclusion **D. Pollution** under **SECTION V. EXCLUSIONS** is replaced with the following:

D. Pollution

1. "Ultimate Net Loss" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
2. Loss, cost or expense arising out of any:
 - a. Request, demand, order or statutory or regulatory 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
 - b. Claim or suit by or on behalf of a governmental authority for damages 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 does not apply to:

- a. "Bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat water for personal use, by the building's occupants or their guests; or
- b. "Ultimate Net Loss" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:
 - (i) At any premises, site or location 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
 - (ii) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any Insured's behalf are performing operations to test for monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of pollutants.



Starr Surplus Lines Insurance Company

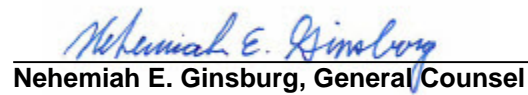
2. As respects this endorsement, the following are added to **SECTION III. DEFINITIONS**:

- C. "Bodily Injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- D. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

All other terms, conditions and exclusions remain unchanged.

Signed for STARR SURPLUS LINES INSURANCE COMPANY


Steve Blakey, President


Nehemiah E. Ginsburg, General Counsel



Starr Surplus Lines Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Notice of Cancellation or Nonrenewal to Designated Additional Insured

Policy Number: 1000586993211

Effective Date: April 1, 2021 at 12:01 A.M.

Named Insured: Marmic Intermediate Corp

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY FORM

ADDITIONAL ENTITY RECEIVING NOTICE OF CANCELLATION OR NONRENEWAL

NAME:	Ares Capital Corporation, and as Administrative Agent for the Lenders, and each of their respective successors and assigns
ADDRESS:	245 Park Avenue, 44th Floor New York, NY 10167
CANCELLATION:	Number of Days Notice: 30
WHEN WE DO NOT RENEW (Nonrenewal):	Number of Days Notice: 30

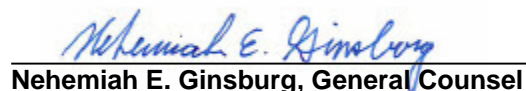
The following is added to the Cancellation Condition, When We Do Not Renew Condition or as amended by an applicable state cancellation/nonrenewal endorsement:

If we cancel or do not renew the Named Insured's policy for any statutorily permitted reason, other than nonpayment of premium, we will mail written notice of such cancellation or nonrenewal to the additional person or organization designated in the Schedule above. The Number of Days Notice indicated in the Schedule above is the minimum number of days we will mail notice to the person or organization designated above before the effective date of such cancellation or nonrenewal.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR SURPLUS LINES INSURANCE COMPANY


Steve Blakey, President


Nehemiah E. Ginsburg, General Counsel



Starr Surplus Lines Insurance Company

Continuing or Progressively Deteriorating Damages Endorsement

Policy Number: 1000586993211

Effective Date: April 1, 2021 at 12:01 A.M.

Named Insured: Marmic Intermediate Corp

In the event of continuing or progressively deteriorating damage, such damage shall be deemed to occur only when such damage commences. If the damage occurs during the Policy Period, our Limits of Insurance in effect at the time of such commencement shall be the only limits that apply.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR SURPLUS LINES INSURANCE COMPANY



Steve Blakey, President



Nehemiah E. Ginsburg, General Counsel



Starr Surplus Lines Insurance Company

Defense Condition Amendment

Policy Number: 1000586993211

Effective Date: April 1, 2021 at 12:01 A.M.

Named Insured: Marmic Intermediate Corp

SECTION IV. CONDITIONS, condition **F. Defense** is deleted in its entirety and replaced with the following:

F. Defense

1. At our discretion, we may:
 - a. Investigate any occurrence, claim or suit;
 - b. Settle any claim or suit of which we assume control of the settlement or defense.
2. We have the right, but not the duty, to associate with any underlying insurer or other insurers in the defense and control of any claim or suit seeking damages to which this insurance may apply.
3. We have the right and duty to defend any claim or suit against any Insured seeking damages to which this insurance applies when "Underlying Insurance" ceases to apply because of exhaustion of its limits of insurance solely by payment of claims, settlements, judgments, or defense costs subject to such limits, for damages to which this insurance also applies.
4. We will pay, with respect to any claim we investigate or settle, or any suit against an Insured we defend, when the duty to defend exists:
 - a. All expenses we incur.
 - b. Up to \$2000 for cost of bail bonds (including bonds for related traffic law violations) required because of an occurrence we cover. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or suit, including actual loss of earnings up to \$250 a day because of time off from work.
 - e. All court costs taxed against the Insured in the suit. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the Insured.
 - f. Prejudgment interest awarded against the Insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment 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 Limit of Insurance.
5. If we exercise our rights or duties as stated in paragraphs 2. and 3. above, any expense related to such right or duty will be defense costs under this Policy.
6. After the Limits of Insurance of this policy are used up in the payment of:
 - a. Judgments;
 - b. Settlements; or



Starr Surplus Lines Insurance Company

- c. Defense costs, if defense costs are included within and erode the limits of insurance of the applicable "Underlying Insurance",

we will not provide any defense under this Policy.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR SURPLUS LINES INSURANCE COMPANY


Steve Blakey, President


Nehemiah E. Ginsburg, General Counsel



Starr Surplus Lines Insurance Company

Earlier Notice of Cancellation Provided by US

Policy Number: 1000586993211

Effective Date: April 1, 2021 at 12:01 A.M.

Named Insured: Marmic Intermediate Corp

SCHEDULE

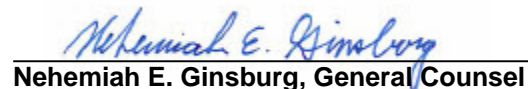
Number Of Days' Notice 90

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in Paragraph **2.** of either the **Cancellation** Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR SURPLUS LINES INSURANCE COMPANY


Steve Blakey, President


Nehemiah E. Ginsburg, General Counsel



Starr Surplus Lines Insurance Company

EIFS Exclusion

Policy Number: 1000586993211

Effective Date: April 1, 2021 at 12:01 A.M.

Named Insured: Marmic Intermediate Corp

A. The following exclusion is added to SECTION V. EXCLUSIONS:

This insurance shall not apply to "Ultimate Net Loss" arising out of:

1. The design, manufacture, construction, fabrication, preparation, installation, application, maintenance or repair, including remodeling, service, correction, or replacement of an "exterior insulation and finish system" (commonly referred to as synthetic stucco) or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system.
2. Any work or operations with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system" is used on any part of that structure.

This exclusion applies to all work performed by you or on your behalf.

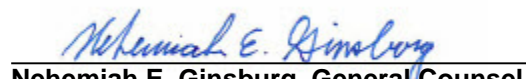
B. For the purposes of this exclusion, an "exterior insulation and finish system" means an exterior cladding or finish system used on any part of any structure, and consisting of a rigid or semi rigid insulation board made of expanded polystyrene or other materials, and consisting of:

1. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
2. A reinforced base coat; and
3. A finish coat providing surface texture and color.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR SURPLUS LINES INSURANCE COMPANY


Steve Blakey, President


Nehemiah E. Ginsburg, General Counsel



Starr Surplus Lines Insurance Company

Specified Operations Exclusion

Policy Number: 1000586993211

Effective Date: April 1, 2021 at 12:01 A.M.

Named Insured: Marmic Intermediate Corp

SCHEDULE

Description Of Specified Ongoing Operation(s):

Any and all construction operations in the state of New York

Specified Location (If Applicable):

Applicable in the State of New York (NY)

A. The following exclusion is added to SECTION V. EXCLUSIONS:

This insurance shall not apply to "Ultimate Net Loss" arising out of the ongoing operations described in the Schedule of this endorsement, regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

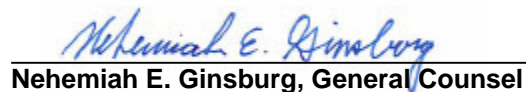
Unless a "location" is specified in the Schedule, this exclusion applies regardless of where such operations are conducted by you or on your behalf. If a specific "location" is designated in the Schedule of this endorsement, this exclusion applies only to the described ongoing operations conducted at that "location".

B. For the purpose of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR SURPLUS LINES INSURANCE COMPANY


Steve Blakey, President


Nehemiah E. Ginsburg, General Counsel



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Waiver of Subrogation Endorsement

Policy Number: 1000586993211

Effective Date: April 1, 2021 at 12:01 A.M.

Named Insured: Marmic Intermediate Corp

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the declarations page. Please read the endorsement and respective policy(ies) carefully.

EXCESS LIABILITY POLICY

It is hereby agreed that **SECTION IV. CONDITIONS, K. Transfer of Rights of Recovery Against Others to Us** is amended to include the following:

SCHEDULE

Name Of Person(s) Or Organization(s):
All as required by written contract executed prior to loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Policy. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

All other terms and conditions of this Policy remain unchanged.



Starr Surplus Lines Insurance Company

Wrap-Up Insurance Program Exclusion

Policy Number: 1000586993211

Effective Date: April 1, 2021 at 12:01 A.M.

Named Insured: Marmic Intermediate Corp

The following exclusion is added to **SECTION V. EXCLUSIONS**:

This insurance shall not apply to "Ultimate Net Loss" arising out of either your ongoing operations or operations included within the products-completed operations hazard for any project insured under a consolidated (wrap-up) program, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

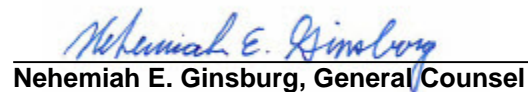
This exclusion applies whether or not the consolidated (wrap-up) insurance program:

1. Provides coverage identical to that provided by this Policy;
2. Has limits adequate to cover all claims; or
3. Remains in effect.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR SURPLUS LINES INSURANCE COMPANY


Steve Blakey, President


Nehemiah E. Ginsburg, General Counsel



Starr Surplus Lines Insurance Company

Auto Coverage – Exclusion of Terrorism

Policy Number: 1000586993211

Effective Date: April 1, 2021 at 12:01 A.M.

Named Insured: Marmic Intermediate Corp

Any endorsement addressing acts of terrorism (however defined) in any "Underlying Insurance" does not apply to this Policy.

A. The provisions of this endorsement:

1. Apply only to loss or damage arising out of the ownership, maintenance or use of any auto that is a covered auto under this Policy; and
2. Supersede the provisions of any other endorsement addressing terrorism attached to this Policy only with respect to injury or damage arising out of the ownership, maintenance or use of any auto that is a covered auto.

B. The following definition is added to **SECTION III. DEFINITIONS** and applies under this endorsement wherever the term terrorism is enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:
 - a. That involve the following or preparation for the following:
 - (1) Use or threat of force or violence; or
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - b. When one or both of the following applies:
 - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.



Starr Surplus Lines Insurance Company

C. The following exclusion is added to **SECTION V. EXCLUSIONS**:

Exclusion of Terrorism

This insurance shall not apply to loss or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Any loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such

injury or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraph **C.5.** or **C.6.** above are exceeded.

With respect to this exclusion, Paragraphs **C.5.** and **C.6.** above describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of "terrorism", there is no coverage under this Policy.



Starr Surplus Lines Insurance Company

In the event of any incident of "terrorism" that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Policy.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR SURPLUS LINES INSURANCE COMPANY


Steve Blakey, President


Nehemiah E. Ginsburg, General Counsel



Starr Surplus Lines Insurance Company

Exclusion of Certified Acts of Terrorism

Policy Number: 1000586993211

Effective Date: April 1, 2021 at 12:01 A.M.

Named Insured: Marmic Intermediate Corp

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

A. The following exclusion is added to SECTION V. EXCLUSIONS:

This insurance shall not apply to:

Terrorism

"Any loss or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added to SECTION III. DEFINITIONS:

1. For the purposes of this endorsement, "any loss or damage" means any loss or damage covered under any Policy or "Underlying Insurance" to which this endorsement is applicable, and includes but is not limited to bodily injury, property damage, personal and advertising injury, injury or environmental damage as may be defined in any applicable CoveragePart or "Underlying Insurance".
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for "any loss or damage" that is otherwise excluded under this Policy.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR SURPLUS LINES INSURANCE COMPANY


Steve Blakey, President


Nehemiah E. Ginsburg, General Counsel



Starr Surplus Lines Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ISSUANCE OF EXCESS LIABILITY POLICY PRIOR TO RECEIPT OF FIRST UNDERLYING INSURANCE POLICY(IES) AMENDATORY ENDORSEMENT

Policy Number: 1000586993211

Effective Date: April 1, 2021 at 12:01 A.M.

Named Insured: Marmic Intermediate Corp

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

EXCESS LIABILITY POLICY

It is hereby agreed that **SECTION I. COVERAGE**, paragraph **A.** is amended to include the following:

The First Underlying Insurance Policy(ies) should reflect bound coverage consistent with the warranties, terms, conditions, exclusions and limitations contained in the binder(s) for the First Underlying Insurance Policy(ies), dated 04/01/2021.

Following the issuance of the First Underlying Insurance Policy(ies), you shall forward a copy of such policy(ies) to us for review. If, upon review, we conclude that there are any differences in coverage between the binder(s) and the First Underlying Insurance Policy(ies), such differences will not be binding upon us unless (1) we agree to such differences in writing and (2) you agree to any additional premium and/or amendment to the Policy required by us and related to such differences in coverage.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Communicable Disease Exclusion

Policy Number: 1000586993211

Effective Date: April 1, 2021 at 12:01 A.M.

Named Insured: Marmic Intermediate Corp

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

It is hereby agreed that **SECTION V. EXCLUSIONS** is amended to include the following:

Communicable Disease

"Ultimate Net Loss" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

1. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
2. Testing for a communicable disease;
3. Failure to prevent the spread of the disease; or
4. Failure to report the disease to authorities.

All other terms and conditions of this policy remain unchanged.



Starr Surplus Lines Insurance Company

Service of Suit Endorsement

Policy Number: 1000586993211

Effective Date: April 1, 2021 at 12:01 A.M.

Named Insured: Marmic Intermediate Corp

This endorsement modifies the insurance coverage form(s) that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

As used in this Endorsement, the "Company" refers to Starr Surplus Lines Insurance Company.

This applies in jurisdictions where the Company is not an admitted insurer.

It is agreed that in the event of the Company's failure to pay the amount claimed to be due hereunder, the Company, at the request of the Insured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court. Nothing in this Endorsement constitutes or should constitute a waiver of the Company's right to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or any State in the United States.

It is further agreed that, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this Policy of insurance, and hereby designates General Counsel, Legal Department, Starr Surplus Lines Insurance Company, 399 Park Avenue, New York, N.Y. 10022 as the person to whom the said officer is authorized to mail such process or true copy thereof.

It is further understood and agreed that service of process in such suit may be made upon General Counsel, Legal Department, Starr Surplus Lines Insurance Company, 399 Park Avenue, New York, N.Y. 10022 and that in any suit instituted against any one of them upon this contract, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR SURPLUS LINES INSURANCE COMPANY


Steve Blakey, President


Nehemiah E. Ginsburg, General Counsel