

Aon

**Risk Details****1224 ABR**

<b>Unique Market Reference (UMR)</b>	<b>B122421D9A1591</b>
<b>Reinsured</b>	Rimac Seguros
<b>Type</b>	Facultative Proportional Reinsurance. All Risk of Physical Loss or Damage as defined in the Original Policy
<b>Perils</b>	Riots, Strikes, Civil Commotion of Direct Physical Loss or Damage including Business Interruption as more fully described in the Original Policy Wording.
<b>Original Insured</b>	<p>Each of the following is an Insured to the extent set forth below:</p> <p>(1) Rutas de Lima S.A.C, as Principal Named Insured</p> <p>(2) Additional Named Insured(s): Municipalidad Metropolitana de Lima as Concessor and Odebrecht Infraestructura as Contractor(s).</p> <p>(3) The Additional Insured(s)</p> <p>i. The Parents, Owners, Joint Ventures, Partners or others having an ownership interest with the Named Insured(s), but only with respect to their liability arising out of such interest in the Project; and</p> <p>ii. All Subsidiaries, Partnerships, Joint Venturas, and other Business Associations owned, operated, or controlled by the Named Insured(s), but only with respect to their liability arising out of their interest and/or involvement in the Project.</p> <p>iii. The Finance Parties, if any, the Administrative and Paying Agent if any, and the Security Trustee , if any, and any other individual, corporation or entity for which the first Named Insured and/or the Named Insured(s) are contractually obligated to provide additional insured status including suppliers, manufacturers, advisors, engineers, consultants, designers, engineering consultants ,contractors, and subcontractors of any tier for their on-site manual activities only, excepts respects off-site storage and inland transit coverages .</p> <p>All as more fully defined in the attached schedule</p> <p>The coverage provided applies to all entities above, which now exist, or may hereafter but only as their respective interest may appear.</p> <p>Additional Insured Parties to be notified and agreed in writing by Reinsurers</p>
<b>Period</b>	<p>This Contract shall apply to losses occurring during the period</p> <p>Effective from: 10<sup>th</sup>/08/2021, at 12:01am Local Standard Time</p> <p>Expiring on: 10<sup>th</sup>/02/2023, at 12:01am Local Standard Time</p> <p>both days inclusive, local standard time at the place/property where the loss occurs.</p>
<b>Interest</b>	Real and Personal Property and Business Interruption as defined in the Original

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	Policy(ies)
<b>Total Values:</b>	USD 1,062,420,591 Split of values as attached
<b>Sum Reinsured (For 100%)</b>	<b>USD 25,000,000</b> each and every loss Property Damage and Business Interruption Combined.  Which in turn is in excess of Original Policy Deductibles.
<b>Sublimits</b>	Original Policy including but limited to the following, per occurrence (100%):  <u>Debris Removal Clause</u> 20% of loss, maximum USD 20,000,000  <u>Automatic Capital Additions, Professional Fees</u> 20% of loss,maximum USD 5,000,000 (excludes Adjusters fees)  <u>Expediting Expenses including Air freight</u> 20% of loss, maximum USD 20,000,000  <u>Fire Brigade Charges</u> USD 1,000,000  <u>Temporary Removal</u> USD 5,000,000  <u>Unspecified Storage Sites</u> USD 10,000,000  <u>Inland Transit</u> USD 5,000,000 (within Peru)  <u>Theft of Cash (Tell Revenues)</u> USD 100,000  <u>Replacement documents and computer records</u> USD 500,000  <u>Interruption by civil or military authority</u> USD 5,000,000  <u>Entry/Exit extension clause</u> USD 10,000,000  <u>Professional Services</u> USD 2,500,000  <u>Law and Ordinance</u> USD 5,000.000  <u>Land and Water Contaminant or Pollutant Clean up, Removal and Disposal</u> USD 2,500.000

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**Deductibles** USD 100,000 each and every Occurrence except for Inland Transit  
USD 25,000 each and every Occurrence.

Business Interruption  
14 days each and every occurrence

**Territorial Limits** Peru and as more fully defined in the Original Policy Wording.

**Reinsurance Conditions** Following Original Policy Wording Reference Number: \_\_\_\_\_

This Contract is subject in all respects (excluding the rate and/or premium hereon and subject always to the Limits Reinsured hereon and except as otherwise provided herein) to the same terms, clauses and conditions as original and without prejudice to the generality of the foregoing, Reinsurers agree to follow all settlements (excluding without prejudice and ex-gratia payments) made by original Insurers arising out of and in connection with the original insurance and to bear their proportion of any expenses incurred whether legal or otherwise in the investigation and defence of any claim hereunder in addition to limits hereunder.

In the event that the Original Policy does not contain an equivalent clause for the following titled clauses, the clause version or clause text as indicated below shall apply. For the avoidance of doubt, the version of the titled clause as contained in the Original Policy shall always prevail.

NMA2918 War and Terrorism Exclusion Endorsement as included herein.

NMA2802 Electronic Data Recognition Clause B as included herein.

~~NMA2915 Electronic Data Endorsement A as included herein~~

Excluding Ex gratia Payments.

Reinsurance Lenders Endorsement as included herein.

This Contract of Insurance shall not be cancelled by the Insurers except in case of non-payment of Premium in which event the Insurers undertake to provide written notice to the Principal Insured and the Municipalidad Metropolitana de Lima as Concessor as stated in the Risk Details no less than 30 days prior to the date of such proposed cancellation. The Finance Parties shall have the opportunity to pay the outstanding Premium within such period and in case of such payment being made, the proposed cancellation shall not take effect.

Claims Cooperation Clause from Rimac Seguros y Reaseguros, as attached.  
General conditions for facultative business, as attached

**Applicable wording is LMA 3092 + LMA 5039**

LMA 3333 Reinsurers Liability Clause

LMA 5018 Micro-Organism Exclusion (Absolute)

LMA 5019 Asbestos Exclusion

LMA 5060 Schedule Limit of Liability clause

LMA 5062 Fraudulent Claims Clause

NMA 348 Average Clause

LMA 5393 Communicable Disease Endorsement

NMA 2802 Electronic Data Endorsement

NMA 2962 Biological or Chemical Material Exclusion

LMA 5401 Computer Virus Exclusion Clause

NMA 464 War & Civil War Exclusion Clause

NMA 2560 Seepage & Pollution Exclusion Clause



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NMA 1622 Radioactive Contamination & Explosive Nuclear Assemblies Exclusion Clause  
 LMA 3100 Sanction Limitation & Exclusion Clause  
 CL 370 Chemical, Biological, Bio-Chemical, Electromagnetic weapons exclusion  
 NMA 1723 WW Nuclear Exclusion Clause  
 NMA 1975(a) - Nuclear Exclusion  
 NMA 1685 Industries, seepage, pollution and contamination clause  
 LMA 5167 Protection and Preservation of Property Clause  
 LMA 9151 (Amended) Data Protection Short Form Information Notice  
 NMA 355 - Cancellation Clause.  
 NMA 1497 Insolvency Clause.  
~~CL380 Cyber Attack Exclusion~~

Other Conditions:

#### DIRECT LENDERS ENDORSEMENTS

It is hereby noted and agreed that the attached Direct Lenders Endorsement are attaching to the Direct Policy issued by Rimac

#### 1. Definitions

Unless otherwise defined in this endorsement, as set forth below, defined terms in this endorsement have the meanings given to them in the Common Terms Agreement (as defined below):

In this endorsement:

"Administrative Agent" means Banco de Credito del Peru, a banking corporation in its capacity as administrativa agent for the Initial Senior Lenders.

"Cash Flow Trust" means the Peruvian law governed trust (fideicomiso) created pursuant to the Cash Flow Trust Agreement and administered by the Trustee.

"Cash Flow Trust Agreement" means the cash flow trust agreement (Contrato de Fideicomiso No Discrecional en Administración y Garantía), dated of June 27th, 2014 between the Company, and the Trustee.

"Company" means Rutas de Lima S.A .C., a sociedad anónima organizad and existing under the laws of Perú.

"Common Collateral Agent" means Citibank del Perú S.A., acting on behalf and for the benefit of the Secured Parties.

"Common Terms Agreement" means the Common Terms Agreement, dated as of June 27th, 2014 (as amended, supplemented or otherwise modified from time to time), entered into by the Company, the Intercreditor Agent , the Common Collateral Agent, the Indenture Trustee and the Administrative Agent, which sets forth certain common terms in respect of the financing of the construction, expansion, procurement and engineering costs of the Project.

"Contingency Account" means the account denominated "Cuenta Contingencia" of the Cash Flow Trust, which account number and bank will be communicated to the Insurer by the Trustee after it is opened.

"Insurance Advisor" means or any other person from time to time appointed by the Intercreditor Agent to act as advisor with respect to the insurance requirements of the Project for purposes of the Common Terms Agreement.

"Insurer" means Rimac Seguros

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"Insured" means any of the Company or any other party that is named an insured or co-insured party under the Policy or in this Endorsement.

"Intercreditor Agent" means Citibank N.A., acting on behalf and for the benefit of the Secured Parties.

"Policy" means this Policy TBC for Property Damage and Business Interruption.

"Project" means the "Vías Nuevas de Lima" (formerly "Linea Azul") toll road project that is expected to total 114.6 kilometers of urban network once completed and comprises (i) enhancement, maintenance and operation of the PN Sub-Tranche, the PS Sub-Tranche and the RP1 Sub-Tranche and (ii) the construction, maintenance and operation of the new roads in the RP2 Sub-Tranche. The works in all Project Tranchas are intended to include the construction of 17 elevated or underground passes (Pasos a Densivel), 10 elevated vehicle exchanges (intercambio vehicular a desnivel) and 9 level vehicle exchanges (Intercambio Vehicular a Nivel).

"Revenue Account" means the account number denominated "Cuenta Recolectora" of the Cash Flow Trust, which account number and bank will be communicated to the Insurer by the Trustee after it is opened.

"Secured Parties" means, collectively, the Trustee, the Indenture Trustee, the Administrative Agent, the Common Collateral Agent and the Intercreditor Agent.

"Trustee" means Citibank del Peru S.A., acting as fiduciary of the Cash Flow Trust Agreement.

"Vitiating Act" means any fraud, misrepresentation, material non-disclosure or breach of any warranty or condition of this Policy committed by an Insured.

## 2. Additional Insureds and Loss Payment Clause

2.1 The Secured Parties are hereby named additional insured parties for purposes of the Policy.

2.2 The Insurer acknowledges that it is aware that the Company has been granted certain credit facilities by the Secured Parties and all of the Company's existing and future rights, title and interest in and to the proceeds of the Policy have been contributed to the Cash Flow Trust.

2.3 The Insurer acknowledges and consents to such assignment and confirms that it has not been notified of any other assignment or security interest in the Insured's interest in the Policy.

2.4 The Company irrevocably authorizes and instructs the Insurer to pay, and the Insurer agrees to pay, all loss proceeds, returned premiums and any other monies payable under or in relation to the Policy ("Proceeds") shall be paid, from time to time, to the Contingency Account of the Cash Flow Trust (except (i) liabilities to third parties, that are payable directly to such third parties; and (ii) in the case of the proceeds of any delay in start-up coverage, business interruption coverage and any other payments received for interruption of operations, which shall be deposited in the

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Revenue Account), in accordance with the terms of the Policy.

3. Disclosure

The Secured Parties shall have no duty of disclosure to Insurers in relation to the Policy, only the company

The Insurer acknowledges to the Secured Parties alone that (i) they have received adequate information in order to evaluate the risk of insuring the Company in respect of the risks Insured under the Policy on the assumption that such information is not materially misleading, (ii) there is no information which has been relied on or is required by Insurers in respect of their decision to co-insure the Secured Parties or their directors, officers, employees or agents, (iii) they have received and are familiar with the Common Terms Agreement, and (iv) in agreeing to enter into this Policy, they have not relied upon or taken into account any information supplied to them by any Secured Party.

Non-disclosure or misrepresentation by one Insured shall not be attributable to any other Insured who did not actively participate in that non-disclosure or misrepresentation. Without prejudice to the protections afforded to the Insured by this endorsement, no one Insured represents or warrants the adequacy or accuracy of any information provided or representation made by or on behalf of any other Insured.

4. Interest of the Secured Parties

The Insurer acknowledges that the Secured Parties and (in respect of third party liabilities) their respective officers, directors, employees, secondees and assigns are each additionally co-insureds under this Policy and that the premium specified in this Policy provides consideration for their being co-insured parties.

5. Waiver of Subrogation

The Insurer waives all its rights of subrogation in favor of the Secured Parties.

6. Separation of Interests.

The Policy shall insure the interests of the Secured Parties regardless of any breach or Violation by the Company or any other party of warranties, declarations or conditions contained in such policies, including any action or inaction of the Company or others, or any foreclosure relating to the Project or any change in ownership of all or any portion of the Project.

7. Multiple Insureds Clause

7.1 Cover hereunder shall apply in the same manner, and to the same extent, as if individual Policy had been issued to each such insured party, provided that the total liability of the Insurers to all of the insured parties collectively shall not exceed the Sums insured and Limits of Indemnity, including any Sub Limits.

7.2 It is further understood and agreed that any payment or payments by Insurer to any one or more such insured parties shall reduce, to the extent of that payment, Insurers' liability to all such parties arising from any one event giving rise to a claim under this Policy and (if applicable) in the aggregate.

7.3 It is further understood that the insured parties will other than under the

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Financing Documents at all times preserve the various contractual rights and agreements entered into by the insured parties and the contractual remedies of such parties in the event of loss or damage.

- 7.4 It is further understood and agreed that Insurer shall be entitled to avoid liability to or, (as may be appropriate) claims damages, from any of the insured parties in circumstances of fraud, material misrepresentation, material non-disclosure or breach of any warranty or condition of this Policy each referred to in this endorsements as a Vitiating Act.
- 7.5 It is however agreed that (save as described in this Multiple Insureds' Clause) a Vitiating Act committed by one insured party shall not prejudice the right to indemnity of any other insured party, who has an insurable interest and who has not committed a Vitiating Act.
- 7.6 Insurer hereby agree to waive all rights of subrogation which they may have or acquire against any insured party, except where the rights of subrogation or recourse are acquired in consequence of a Vitiating Act, in which circumstances Insurers may enforce such rights, notwithstanding the continuing or former status of the Vitiating party as insured, but provided always that the Insurer will not exercise any such rights of subrogation howsoever arising against or in competition with or to the prejudice of the rights of the Secured Parties in respect of their interest in the Policy or in monies secured thereon .
8. Changes in cover (Notices)  
The Insurer shall give the Company, the Intercreditor Agent, the Common Collateral Agent and the Insurance Advisor at least 30 days notice in writing before any reduction in cover or increase in excess or deductible under this Policy takes effect. Nothing in this clause shall give the Insurers any right which they do not otherwise have to reduce cover or increase any excess or deductible under this Policy.
9. Right to fund premium  
The Insurer acknowledges that the Secured Parties (or any agent acting on their behalf) shall have the right but not the obligation to pay any premiums payable in respect of this Policy.
10. Waiver of Offset  
The Insurer shall not be entitled to offset any sums payable to it on any account whatsoever, other than any premium outstanding in respect of the Policy, against any amount payable by the Insurer under the Policy.
11. Provision of Notices, etc.  
All notices or other communications under or in connection with the Policy will be given in writing or by fax, to the Company, the Company, the Intercreditor Agent, the Common Collateral Agent and the Insurance Advisor. Any such notice will be deemed to be given as follows:
- (a) if in writing, when delivered; and,

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- (b) if by fax , on the date on which it is transmitted but only if (i) immediately after the transmission, the sender's fax machine records the correct answerback, and (ii) the transmission date is a normal Business Day in the country of the recipient at the time of transmission and is recorded as received before 5 pm on that date in the recipient's time zone, failing which it shall be deemed to be given on the next normal business day in the recipient's country.
- (c) The Parties provide the following addresses for communication purposes:

The Company: RUTAS DE LIMA S.A.C

Address: Carretera Panamericana Sur km 19.65 S/N –  
Villa El Salvador, Lima

Attention: Juan Carlos Velarde and Fernando Vidal.

Telephone: 511- 2174216

E-mail:

jvelarde@rutasdelima.pe, Fernando. vidal@rutasdelima.pe

Intercreditor Agent: CITIBANK N.A.

Address: 388 Greenwich Street,  
14th Floor, New York, NY 10013

Attention: Citibank Agency &  
Trust; Rutas de Lima S.A.C.

Facsimile: 1-212-816-5530

E-mail: cynthia.powell@citi.com

Common Collateral Agent: CITIBANK DEL PERÚ S.A.

Address: Canaval y Moreya  
Nº480, 3rd floor, San Isidro, Lima

27. Attention : Securities Country  
Manager - Rutas de Lima S.A.C.

Facsimile: 511-215 2134

E-mail: sfs.peru@citi.com

Trustee: CITIBANK DEL PERÚ S.A.

Address: Canaval y Moreya  
Nº480, 3rd floor, San Isidro, Lima

27. Attention: Securities Country  
Manager- Rutas de Lima S.A.C.

Facsimile: 511-215 2134

E-mail: sfs.peru@citi.com

Notices sent to the above addresses will be deemed to be received by the addressees, unless the addressee has previously informed the sender of a

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change of address by any of the means specified in this endorsement to send notices.

12. Clauses Paramount

Except where otherwise stated within this endorsement, this endorsement overrides any conflicting provision in the Reinsurance Policy.

13. Cancellation

13.1 It is understood and agreed that, save for any non payment of premiums, this Policy shall not be cancellable by the insurer. In case of cancellation for non payment of premiums, the Insurer shall give a 45 day prior written notice to the Company, the Intercreditor Agent, the Common Collateral Agent, the Trustee and the Insurance Advisor.

13.2 This Policy may only be cancelled by the Company, with a 45 day prior written notice in advance

14. Release of Rights

No waiver or release of any rights, interests and benefits of (i) the company in and to the Policy and (ii) the Reinsured in and to the Policy shall be effective without the written consent of the Intercreditor Agent, which shall be attached to the respective notice to the insurer.

15. Primary Insurance

If there is any other insurance Policy effected by or on behalf of the Reinsured covering any loss insured by this Policy, the liability hereunder shall be primary to such other reinsurance, except to the extent that the Policy expressly states otherwise, including where such insurance is stated as being excess of loss, in which case such clause shall apply to such specific layer

16. Governing Law and Jurisdiction

The policy shall be governed by and interpreted in accordance with the laws of the Republic of Peru.

**Notices**

**Terminology Clarification Notice ~ ABR1325**

For the purposes of this Contract, where established market referenced clauses are included herein, terminology is maintained as utilised in such issued clauses. However, where necessary, the interpretation of the terminology as stated in the text of the referenced clause shall be considered within the context of this Contract.

**Choice of Law  
and Jurisdiction**

Any dispute between the Company and the insurer arising out of the provisions of this Agreement or concerning its interpretation or validity shall be resolved by means of arbitration in accordance with the arbitration rules of the International Chambers of Commerce (the "ICC Rules") by one or more arbitrators appointed in accordance with such rules. The arbitration will take place in the City of Lima, Peru, and the applicable law for resolving any conflicts will be the laws of Peru.

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**Recording,  
Transmitting  
and Storing  
Information**

The Intermediary may maintain all files and documentation in relation to this Contract electronically, and where this is done these documents shall be regarded with the same legal effect as the original documentation

**Reinsurer Contract  
Documentation**

This document details the Contract terms entered into by the Reinsurers and constitutes the Contract Document.

The endorsement(s) or e-endorsement(s) signed by Reinsurers shall form the evidence of the changes agreed.

Note: A separately prepared wording / policy will not be issued for agreement in respect of this Contract.

**Annual Rate:** 0.0905‰

**Annual Premium  
(For 100%)** USD 96,183.59

**Period Premium  
(For 100%)** USD 144,670.66

**Premium  
Payment Terms** LSW 3001:  
110 days - 35% of the premium  
190 days – 35% of the premium  
280 days – 30% of the premium

**Taxes Payable  
by the Reinsured  
and administered by  
Reinsurers** None.

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**CLAIMS CO-OPERATION CLAUSE – RIMAC FORM**

The following conditions shall prevail over the provisions of the Reinsurance Contract and/or the original Insurance Policy:

- 1) Upon becoming aware of any circumstance which may result in a claim under the original Insurance Policy, the Reinsured shall notify the Reinsurer immediately and, in any event, within a term not to exceed two (2) business days after becoming aware of such circumstance.
- 2) The Reinsured shall provide the Reinsurer with any and all information known to the Reinsured and deemed relevant for the claims.
- 3) The Reinsurer shall be entitled to appoint representatives to act on its behalf in any negotiation, adjustment and/or settlement with respect to the claim. Nevertheless, taking into consideration the Peruvian laws, the representatives' acts must be coordinated with the Reinsured or with the appointed loss adjuster.
- 4) The Reinsured shall cooperate with the Reinsurer or its appointed representative in the investigation, adjustment, agreement or settlement of the claim.
- 5) The Reinsurer shall be entitled to appoint a loss adjuster to perform the claim settlement, in accordance with the Peruvian regulations, which expressly establish that the adjuster is independent from the parties and is appointed by mutual agreement between the Insured and the Reinsured.
  - a) On the effective date of the Reinsurance Contract or at any other time prior to the occurrence of the claim, the Reinsurer may appoint a shortlist of three adjusters who may be entrusted with the claim adjustment. In addition, the Reinsurer shall appoint two replacement adjusters for those cases where there is a conflict of interest with any of the three loss adjusters shortlisted when it is necessary to propose a second shortlist of three adjusters due to disagreement with the first claim adjustment.
  - b) These loss adjusters shall be competent and duly registered with the Superintendency of Banking, Insurance and Pension Fund Management Companies-AFP of Peru (SBS).
  - c) After the occurrence of the claim and notification thereof to the Reinsured, the Reinsured shall submit to the Insured, within the statutory terms, the shortlist of three loss adjusters proposed by the Reinsurer so that the Insured may choose one of such loss adjusters.
  - d) If, as of the date of the claim, the Reinsurer has failed to propose a shortlist of three adjusters, the Reinsured shall have the right to propose a shortlist of three loss adjusters authorized by the Superintendency of Banking, Insurance and Pension Fund Management Companies-AFP (SBS) and to submit it to the Insured for it to elect one. In this case, the Reinsurer shall be bound to accept the shortlist and the participation of the loss adjuster agreed between the Insured and the Reinsured.
  - e) The Reinsurer accepts that, in all cases, the loss adjuster imperatively appointed shall act in accordance with the applicable Peruvian regulations in effect at such time.
  - f) When the claim is consented to as a result of any action or omission on the part of the appointed loss adjusters, provided that the Reinsured has acted with due diligence, the Reinsurer shall follow the fortune of the Reinsured.
- 6) When the Reinsured needs to issue an opinion or decide on the coverage of a loss or claim or indemnity amount, the Reinsured shall request the opinion of the Reinsurer, who shall provide an answer two (2) business days in advance of the term granted to the Reinsured by the Peruvian law and regulation to issue a decision on the request for coverage or indemnity amount. If the Reinsurer fails to provide an answer within such term, the Reinsured's decision shall be binding upon the Reinsurer, provided that the Reinsured has acted in accordance with the Peruvian legislation in force and/or has made payment pursuant to the Peruvian law or on the express instructions or resolution of the competent authority.

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**APPENDIX – Information**

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The following information has been provided to Reinsurers to support the assessment of the risk at the time of underwriting as held on file with Aon Reinsurance Solutions Facultative:

The Rutas de Lima Concessionaire will execute the Vías Nuevas de Lima project granted by the Metropolitan Municipality of Lima that includes the operation and maintenance of:

31.5 km from the Panamericana Norte, passing the Habich Bridge until before the Ancon Exchange.

54.1 km from the Panamericana Sur, passing the Javier Prado Clover to the Pucusana Bridge.

Lima routes extend in 19 km along the Ramiro Prialé highway to the Los Angeles Bridge. Currently this route has 10 km. reaching the Las Torres Bridge.

This updated project integrates 23 districts of the city of Lima with modern highways, through a self-sustainable concession, where Rutas de Lima invests without public budget more than 2,000 million soles of private investment in the construction of the proposed works, in addition to carrying out the operation and maintenance of the roads for 30 years.

**Web Page:** <https://rutasdelima.pe/>

Total Insured Value

As per attached spreadsheet

All Information deemed seen and agreed by Reinsurers hereon

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**APPENDIX – Subscription Agreement**


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**Slip Leader****[Bureaux Leader]**

**Settlement** As detailed above  
**Due Date**

**Basis of Agreement**  
**to Contract Changes**

**All Reinsurers**

Amendments to this Contract can only be made by an endorsement or e-endorsement produced by the Intermediary (except where an alternative method has been agreed between the parties concerned) and shall be binding upon both parties.

**Reinsurers subject to the GUA****All Reinsurers, except any listed under “Agreement Parties for Contract Changes, for their proportion only”:**

The agreement process is in accordance with the General Underwriters Agreement (GUA) (Version 2.0) February 2014, as follows:

Non-Marine Schedule (October 2001),

Part One changes to be agreed by Slip Leader only on behalf of all other Reinsurers within the GUA.

Part Two changes to be agreed by the Slip Leader and Agreement Parties only on behalf of all Reinsurers within the GUA.

Part Three changes to be agreed by all Reinsurers within the GUA.

Notwithstanding any other provision contained in GUA Sections 1.14 and 3.3.4, where a Premium Payment Condition (PPC), Premium Payment Warranty (PPW) or Settlement Due Date (SDD) requires an extension it is agreed that Slip Leader agreement will be binding on all other Reinsurers hereon for all extensions, including those in excess of 5 working days.

When details of agreed endorsements are required to be provided to following Reinsurer(s) a Broker visit, e-mail or other electronic means, facsimile or letter will be used by the Intermediary.

Notwithstanding Part One or Part Two changes indicated above, where the leader is in run-off or is insolvent it will not be permitted to remain the leader. In such cases the next Reinsurer on the slip will automatically assume responsibility for agreement to Contract changes.

**Other Agreement**  
**Parties for Contract**  
**Changes, for Part 2**  
**GUA Changes only**

Where no other agreement parties are specified, Part 2 changes will be agreed by the Slip Leader only.

**Agreement Parties**  
**for Contract Changes,**  
**for their proportion**  
**only, if any**

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**Basis of Claims Agreement****Slip Leader** *(if only 100%, one Reinsurer)***Lloyd's***(if more than one Lloyd's Syndicate participates on risk)*

In accordance with the Lloyd's Claims Scheme (Combined) or as amended or any successor thereto.

Lloyd's Reinsurers agree to waive the Xchanging Ins-sure Services (XIS) settlement delay procedures in respect of first advice and settlement.

**XIS member Reinsurers***(If Company Bureau (IUA) participates on risk)*

In accordance with IUA Claims Agreement Practices.

**Other Reinsurers***(If any other Reinsurers participate on risk)*

All other Reinsurers to agree claims for their own proportion only and subject to their own claims agreement practices.

**Claims Agreement Parties****Slip Leader** *(if only 100%, one Reinsurer).***Lloyd's**

The Leading Lloyd's Syndicate and, where required by the applicable Lloyd's Claims Scheme, the second Lloyd's Syndicate and / or the Scheme Service Provider.

The second Lloyd's Syndicate is understood to be the second Lloyd's Syndicate subscribing hereto, unless otherwise specified hereunder to the contrary.

For the avoidance of doubt, the second Lloyd's Syndicate shall be determined in the first instance by referral to the date of acceptance and thereafter by the applicable order of completed Reinsurer Signing Pages.

**XIS member Reinsurers**

All XIS Company Reinsurers subscribing to this Contract.

**Other Reinsurers**

All other Reinsurers subscribing to this Contract (by correspondence).

**(Optional Text)****All Reinsurers**

Where a leader is in run-off it may continue to undertake the agreement of claims provided that all Reinsurers from that market and the Reinsured agree.

Where the Reinsured or one or more Reinsurers do not agree, the next Reinsurer on the slip will automatically assume responsibility for the agreement of claims as the substitute leader, provided it is not in run-off.

**Claims Administration****Lloyd's and XIS member Reinsurers**

The Intermediary and Lloyd's and XIS member Reinsurers agree that any claims hereunder (including any claims related costs/fees) will be notified and administered

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via Electronic Claims File (ECF) with any payment(s) processed via Claims Loss Advice and Settlement System (CLASS), unless both parties agree to do otherwise.

**Other Reinsurers**

All non bureau Reinsurers to be agreed directly.

**Rules and Extent of any other Delegated Claims Authority**

None.

**Expert(s) Fees Collection**

The Intermediary will not undertake the collection of any fee invoices rendered by third parties unless the fees form part of the Reinsured's claim or the work is for the exclusive benefit of the Reinsured.

In the event of the Intermediary not collecting third party fees the following shall apply:

(Leader to elect as appropriate)

☒ **as appropriate**

☐ Xchanging Claims Services Limited to collect fees for all slip security, including overseas (Re)insurers. *(Default option when no other parties are so identified)*

☐ \_\_\_\_\_ fee collection agency to collect for all slip security, including overseas.

☐ The Leading Claims Agreement party, and the Leading Lloyd's Claims Agreement party, if different, will nominate the fee collection agency at time of appointing any third party expert.

☐ Any appointed third party experts are responsible for appointing their own fee collection agent.

Where applicable the Intermediary holds all monies that are not client monies (eg: loss adjuster's fees, salvage recoveries and engineering fees) as agent of the Reinsurer.

**Instalment Premium Period of Credit**

(Optional Heading – remove if not applicable)

**Lloyd's and XIS member Reinsurers only**

Where premium is to be paid via Lloyd's and XIS deferred scheme.

**Adjustment Premium Period of Credit**

(Optional Heading – remove if not applicable)

**Bureaux Arrangements****Lloyd's and XIS member Reinsurers**

Where possible the Intermediary will submit De-linked accounts to XIS. Premium payment requirements deemed met if accounts are correctly released for settlement to XIS in line with XIS procedures on or before settlement due date.

Where a Premium Payment Condition applies, Terms of Trade dates are deemed in

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all instances to be the same as the Premium Payment Condition due date

Where a premium payment warranty date, premium payment condition date or settlement due date falls on either a weekend or UK public holiday, presentation to the appropriate Lloyd's or XIS signing bureau on the next working day subsequent thereto shall be deemed to achieve compliance with the due date in question.

Where payments are received by the Intermediary in convertible currencies Reinsurers agree to accept/settle accounts (GBP or USD) at rate of exchange declared by the Intermediary.

**Optional Clause – Delete if not applicable**

*(Include the following clause only if a Premium Payment Warranty or LSW3001 is shown under Risk Details ~ Premium Payment Terms).*

**Premium Processing Clause**

Where the premium is to be paid through Xchanging Ins-sure Services (XIS), payment to (Re)Insurers will be deemed to occur on the day that a delinked premium is released for settlement by the Appointed Broker or in the case of non-delinked premiums, on the day that the error-free Premium Advice Note (PAN) is submitted to XIS.

Where premiums are to be paid by instalments under the Deferred Account Scheme, and the Appointed Broker does not receive the premium in time to comply with the agreed settlement date for the second or subsequent instalment, the Appointed Broker, if electing to suspend the automatic debiting of the relevant deferred instalment, shall advise the Slip Leader in writing and instruct XIS accordingly. XIS shall then notify (Re)Insurers. Payment to any entity within the same group of companies as the Appointed Broker will be deemed to be payment to the Appointed Broker.

Nothing in this clause shall be construed to override the terms of any Premium Payment Warranty or Clause or any Termination or Cancellation provision contained in this Contract. Furthermore, any amendment to the Settlement Due Date of a premium instalment as a result of the operation of this Premium Processing Clause shall not amend the date that such instalment is deemed to be due for the purposes of such Premium Payment Warranty or Clause or Termination or Cancellation provision unless (Re)Insurers expressly agree otherwise.

**Aon UK Limited trading as Aon Benfield or Aon UK Limited** (as applicable).

14/12/09  
LSW3003

**Non Bureaux  
Arrangements**

**Other Reinsurers (Non-Lloyd's / XIS)**

The provisions of the General Underwriters Agreement (GUA February 2014) and accompanying Non-Marine Schedule (October, 2001), shall not apply in relation to the participation of Non-Lloyd's / XIS Reinsurers subscribing hereto.

All Non-Lloyd's / XIS Reinsurers to agree all Contract changes for their respective shares (by correspondence).

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Where a premium payment warranty date, premium payment condition date or settlement due date falls on either a weekend or UK public holiday, payment to the appropriate Non-Lloyd's / XIS Reinsurers on the next working day subsequent thereto shall be deemed to achieve compliance with the due date in question.

Where payments are received by the Intermediary in convertible currencies Reinsurers agree to accept/settle accounts at rate of exchange declared by the Intermediary.

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APPENDIX – Fiscal and Regulatory

Tax Payable by Reinsurer(s)	2.10%
Country of Origin	
Overseas Broker	
US Classification	Required if <ol style="list-style-type: none"><li>(1) Reinsurance of a US Domiciled Reinsured, where “U.S. Reinsurance” should be stated or</li><li>(2) Reinsurance of a Non-US Domiciled Reinsured, where a US Dollar Premium is payable, in which case “Non-Regulated” should be stated.</li></ol>
NAIC Codes	<i>[Optional Heading – remove if not applicable]</i> required on all Contracts that are Reinsurance of a US Domiciled Reinsured, where the relevant NAIC code should be stated.
Allocation of Premium to Coding	XX
Allocation of Premium to Year of Account	required for Contracts placed with Lloyd’s syndicates where the reinsurance period in question exceeds 18 months in all
Regulatory Client Classification	Reinsurance.

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APPENDIX – Intermediary Remuneration and Deductions

Fee Payable by Client	No
Total Brokerage	22.50% or net equivalent downwards
Other Deductions from Premium	None

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**APPENDIX – Security Details**

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**Reinsurer's Liability      Reinsurer's Liability Clause ~ LMA3333 ~  
(Reinsurer's Liability Several Not Joint)**

The liability of a Reinsurer under this Contract is several and not joint with other Reinsurers party to this Contract. A Reinsurer is liable only for the proportion of liability it has underwritten. A Reinsurer is not jointly liable for the proportion of liability underwritten by any other Reinsurer. Nor is a Reinsurer otherwise responsible for any liability of any other Reinsurer that may underwrite this Contract.

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

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

**Proportion of Liability**

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

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

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

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**Order Hereon** 50.00% of 100%

**Basis of  
Written Lines** Percentage of Whole

**Signing Provisions** In the event that the written lines hereon exceed 100% of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the Reinsurers.

However:

- a) In the event that the placement order is not completed by the commencement date of this Contract then all lines written by that date will be signed in full;
- b) Upon completion of the Contract the Reinsured/Intermediary may elect for signing down (either proportionate or disproportionate) of Reinsurers lines, without further specific agreement of Reinsurers and that lines written "to stand" may not be varied without the documented agreement of those Reinsurers.

The signed line will be entered on the respective Reinsurer signing page by the Intermediary and shall be notified to the Reinsurer.

**Written Lines** In a co-reinsurance placement, following Reinsurers may, but are not obliged to, follow the premium charged by the Slip Leader.

Reinsurers may not seek to guarantee for themselves terms as favourable as those that others subsequently achieve during the placement.

**Signed Line %**

**Written Line %**

Miami, 18 de Agosto 2021

47% p/d 100%



<b>Orchid Underwriters Agency, LLC</b>									
on behalf of									
<b>CHAUCER SYNDICATE 1084 CSL at LLOYD'S</b>									
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ALL TERMS, AMENDMENTS OR EXTENSIONS TO BE AGREED NOTWITHSTANDING ANY SLIP PROVISION									
									NCAD

REF: 32091121AA

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