

FLORIDA FACE PAGE

Insured's Name: Sunport Commerce Center Condominium Association, Inc Policy #: JEM-25-CI-1052
Policy Dates From: May 01, 2025 To: May 01, 2026
Surplus Lines Agent's Name: Don Deising

Surplus Lines Agent's Address: 610 CRESCENT EXECUTIVE CT STE 312 LAKE MARY FL 32746-2110

Surplus Lines Agent's License #: P200293

Producing Agent's Name: Davis Talmage
Producing Agent's Physical Address: 1317 Citizens Boulevard Leesburg, FL 34748

"THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER."

"SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY."

Policy Premium: \$42,500.00	Policy Fee: \$1,500.00
Inspection Fee: N/A	Stamp Fee: \$26.40
Tax: \$2,173.60	ACCA: N/A
Surcharge: \$4.00	FHCF Assessment: N/A

Surplus Lines Countersignature:  _____

- ☐ **"THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE OR WIND LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU."**
- ☐ **"THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU."**



COMMERCIAL PROPERTY POLICY DECLARATIONS

This insurance is provided by the Company listed below:

The Princeton Excess and Surplus Lines Insurance Company

Policy Number:	JEM-25-CI-1052	Renewal of Number:	JEM-24-CI-1007
Named Insured and Mailing Address: Sunport Commerce Center Condominium Association, Inc. 6972 Lake Gloria Boulevard Orlando, FL 32809		Program Administrator and Mailing Address: JEM Underwriting Managers 155 North Wacker Drive Suite 4000 Chicago, IL 60606	
Policy Period: Effective Date: 5/1/2025 Expiration Date: 5/1/2026 <i>12:01 A.M. standard time both dates at the Named Insured Address stated above.</i> Policy Territory: 50 States of the United States of America & District of Columbia excluding Puerto Rico, US Virgin Islands, and Guam.		Producer and Mailing Address: RSG Specialty, LLC 3000 Bayport Drive Suite 300 Tampa, FL 33607 Producer Code: 2890	

Premium:	\$42,500.00
TRIA Premium:	Declined
Equipment Breakdown Premium:	Declined
Catastrophe Modeling Fee	\$750.00
Total Premium:	\$43,250.00
Minimum Earned Premium:	\$14,875.00
CAT MEP Wording:	As per attached CAT Minimum Earned Premium - JEM-CPC-08(2018)

THE PREMIUM AMOUNT DOES NOT INCLUDE SURPLUS LINES TAX. YOUR OFFICE IS RESPONSIBLE FOR THE COLLECTION AND FILINGS.

JEM Underwriting Managers, LLC is a Delaware limited liability company and a subsidiary of Ryan Specialty, LLC. In California: JEM Insurance Services, LLC (License # 6006842).



COMMERCIAL PROPERTY POLICY DECLARATIONS

This insurance is provided by the Company listed below:

The Princeton Excess and Surplus Lines Insurance Company

Policy Number:	JEM-25-CI-1052	Renewal of Number:	JEM-24-CI-1007
Limit of Insurance:	\$9,862,889 part of \$19,725,778 excess of policy deductibles		
Perils:	All Risks excluding Flood, Storm Surge and Earthquake		
Description of Property Covered:	Real Property		
Coinsurance:	N/A		
Total Insured Value at Inception:	\$19,725,778 as per schedule on file with the company		
Valuation:	Replacement Cost on Real Property		
Forms and Endorsements:	See Schedule of Forms and Endorsements		

This Declaration is in addition to the Coverage Part Forms(s) and endorsements issued to complete the above captioned policy. The Schedules, Forms and Endorsements applicable to the overall policy and individual Coverage Parts and made a part of this policy at the time of issuance are listed on the **Schedule of Forms and Endorsements**.

JEM Underwriting Managers, LLC is a Delaware limited liability company and a subsidiary of Ryan Specialty, LLC. In California: JEM Insurance Services, LLC (License # 6006842).



Notice of Claims:

Company: Peninsula Insurance Bureau

Address: 2842 Lent Road, Apopka, FL 32712

Email Address: tpa@pibadjusters.com

Countersigned:

A handwritten signature in blue ink, appearing to be "D. Davis", written over a horizontal line.

A handwritten signature in blue ink that reads "Kathleen Jarvis".

Authorized Representative

JEM Underwriting Managers, LLC is a Delaware limited liability company and a subsidiary of Ryan Specialty, LLC. In California: JEM Insurance Services, LLC (License # 6006842).



ISSUING CARRIERS

SCHEDULE PARTICIPATING HEREON:

Summary

Peril	Package A	Package B	Package C	Total
All Other Perils	100.00%	N/A	N/A	100.00%
Named Storm	100.00%	N/A	N/A	100.00%
All Other Wind/Hail	100.00%	N/A	N/A	100.00%

Security Package A

Insurer	Policy Number	Peril	Layer#	Participation
The Princeton Excess and Surplus Lines Insurance Company	9BA3PP0001201-01	ALL	1	100.00%
Grand Total		ALL	1	100.00%

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SCHEDULE OF FORMS AND ENDORSEMENTS

The Forms and Endorsement listed below are attached to and change the policy.

Forms and Endorsements

Name	Number
Commercial Property Policy Declarations	JEM-DEC-01(2020)
Schedule of Forms	
Coinsuring Coverage Form	JEM-CPC-68(2018)
Advisory Notice - Economic and Trade Sanctions U.S. Department of the Treasury Office of Foreign Assets Control (OFAC) Applicable Law (U.S.A.)	JEM-CPC-21(2024)
Application Of Sublimits Endorsement	JEM-CPC-46(2018)
Asbestos Exclusion	JEM-CPC-49(2018)
Cancellation Clause	JEM-CPC-04(2018)
Claims Co-Operation Clause (LM3)	JEM-CPC-48(2018)
Fraudulent Claim Clause	JEM-CPC-65(2018)
Lloyds CCPA Privacy Notice	JEM-CPC-38(2018)
Mold, Mildew & Fungus Clause and Microorganism Exclusion (Time Limit and Sublimit)	JEM-CPC-127(2022)
HGS Privacy Notice	JEM-CPC-42(2018)
Pre-Existing Property Damage Exclusion	JEM-CPC-129(2023)
Public Adjuster Prohibition	JEM-CPC-69(2018)
Sanction Limitation and Exclusion Clause	JEM-CPC-144(2023)
Seepage & Pollution, Land, Air Water Exclusion & Debris Removal Endorsement	JEM-CPC-24(2018)
Service of Suit Clause (U.S.A.)	JEM-CPC-51(2020-a)
Several Liability Clause (Combined Certificate)	JEM-CPC-53 (2022a)
Several Liability Notice (Insurance)	JEM-CPC-66(2018)
Territories Limitation Endorsement	JEM-CPC-71(2018)
War And Terrorism Exclusion Endorsement	JEM-CPC-36(2018)
Assignment of Benefits Prohibited	JEM-CPC-47(2018)
Property Cyber and Data Exclusion	JEM-CPC-139(2022)
CAT Minimum Earned Premium	JEM-CPC-101(2020)
Additional Named Insured	JEM-CPC-08(2018)
U.S. Terrorism Risk Insurance Act of 2002 as Amended Not Purchased Clause	JEM-CPC-03(2020)
Communicable Disease Endorsement	JEM-CPC-109(2020)
Contract Allocation Endorsement	LMA5393 25 March 2020
Earth Movement Exclusion	- JEM-CPC-107(2020)
EIFS Exclusion	JEM-CPC-09(2024)
Flood Exclusion	JEM-CPC-56(2018)
General Change Endorsement	JEM-CPC-112 (2021)
Loss in Progress/Peril In Progress Exclusion	JEM-CPC-13(2018)
Protective Safeguards - Fire Endorsement	JEM-CPC-14 (2022)
Building Heat Warranty Endorsement	JEM-CPC-137 (2022)
Equipment Breakdown Exclusion	JEM-CPC-22(2018)
Florida Surplus Lines Notice (Guaranty Act)	JEM-CPC-142 (2023)
Florida Surplus Lines Notice (Rates and Forms)	JEM-CPC-06(2020)
Minimum Earned Premium Endorsement	LMA9037
Occurrence Limit of Liability - Stated Value Per Building	LMA9038
Builders Risk - COC Exclusionary Endorsement	JEM-CPC-89(2020)
	JEM-CPC-18(2024)
	JEM-CPC-145 (2024)

COINSURING SCHEDULE

1. Named Insured: Sunport Commerce Center Condominium Association, Inc.
2. Addresses of Insured Premises: As per Schedule of Locations on file with the Company.
3. Property Covered: Real Property
4. Primary Lead Insurer and Policy Number: Various Participating Carriers via JEM Underwriting Managers, LLC & JEM-25-PP-1560
5. Primary Lead Insurer's Proportionate Share: \$9,862,889 part of \$19,725,778 per occurrence excess of policy deductibles
6. Our Proportionate Share: \$9,862,889 part of \$19,725,778 per occurrence excess of policy deductibles
7. Limit Insured: \$19,725,778 per occurrence excess of policy deductibles
8. Deductible: **Per Lead Insurer:**

1.	For each and every loss or damage to Covered Property to all locations, except as specifically stated below or in endorsements attached to this policy.	\$10,000 Property Damage per occurrence
2.	All Other Windstorm/Hail	2% of the total insured values on the SOV, per Building, subject to a minimum of \$100,000 per occurrence
3.	Named Storm	5% of the total insured values on the SOV, per Building, subject to a minimum of \$100,000 per occurrence

9. Notification of Claims: Peninsula Insurance Bureau
2842 Lent Road, Apopka, FL 32712
tpa@pibadjusters.com

COINSURING COVERAGE FORM

1. INSURING CLAUSE:

Subject to the limitations, terms and conditions contained in this policy are added hereto, the Company agrees to indemnify the insured named in the schedule herein in respect of direct physical loss or damage to the property described in the schedule while located or contained as described in the schedule, occurring during the period stated in the schedule and which are also covered by and defined in the coinsuring policy specified in the schedule and issued by the Primary Lead Insurer stated therein.

2. MAINTENANCE OF COINSURING INSURANCE

This policy is subject to the same warranties, terms, and conditions (except as regards the premium, the amount and limits of liability other than the deductible or self-insurance provision where applicable, and the renewal agreement, if any; and EXCEPT AS OTHERWISE PROVIDED HEREIN) as are contained in or as may be added to the policy of the Primary Lead insurer prior to the happening of a loss for which claim is made hereunder, and should any alteration be made in the premium for the policy of the Primary Lead insurer, then the premium hereon shall be adjusted accordingly.

It is a condition of this policy that the policy of the Primary Lead insurer shall be maintained in full effect during the currency of this policy and that the Primary Lead insurer's policy shall carry limits which bear the same proportion to the total limits carried by all policies covering the property insured hereunder as the Primary Lead Insurer's Proportionate Share as indicated in Item 5 of the schedule attached hereto.

3. PROPORTIONATE SHARE

The Company's liability for any loss or damage covered by this policy shall be limited to its Proportionate Share of any loss or damage, as stated in item 6 of the schedule attached hereto. The proportionate share shall apply to all limits of insurance, sub-limits of insurance, annual aggregate limits of insurance as well as to deductibles and self-insurance provisions as stated in the Primary Lead policy.

4. LIMIT INSURED

The Limit Insured as stated in the schedule attached hereto represents the Company's Proportionate Share of all insured limits.

5. DEDUCTIBLE

The Deductible as stated in the schedule attached hereto represents the total deductible for all contributing insurance covering the same property. The deductible(s) applicable to this policy shall be the percentage in Item 6. Proportionate Share of the attached schedule.

6. CANCELLATION:

This insurance may be cancelled by the Insured at any time by written notice or by surrender of this policy.

This insurance may also be cancelled by or on behalf of the Company by delivering to the Insured or by mailing to the Insured, by registered, certified or other first class mail, at the Insured's address as shown on this insurance, written notice stating when, not less than 30 days (10 for non-payment of premium) thereafter, the cancellation shall be effective.

The mailing of such notice as aforesaid shall be sufficient proof of notice and this insurance shall terminate at the date and hour specified in such notice.

If this insurance shall be cancelled by the Insured, the Company shall retain the customary short rate proportion of the premium hereon except that if this insurance is on an adjustable basis, the Company shall receive the earned premium hereon or the customary short rate proportion of any minimum premium stipulated herein, whichever is the greater.

If this insurance shall be cancelled by or on behalf of the Company, the Company shall retain the pro rata proportion of the premium hereon, except that if this insurance is on an adjustable basis, the Company shall receive the earned premium hereon or the pro rata proportion of any minimum stipulated therein, whichever is greater.

Payment or tender of any unearned premium by the Company shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

7. NOTIFICATION OF CLAIMS

The Insured, upon knowledge of any occurrence likely to give rise to a claim hereunder, shall give immediate written notice thereof to the person(s) or firm named for the purpose in the Schedule.

Advisory Notice - Economic and Trade Sanctions

U.S. Department of the Treasury Office of Foreign Assets Control (OFAC)

This notice provides no coverage and neither replaces nor can be construed to replace any provisions of your policy. Please read your policy and review your Declarations page for complete information on the coverage you are provided.

This notice provides information concerning possible impact on your insurance coverage due to directives issued by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC").

Please read this Notice carefully.

The Company and its subsidiary companies are committed to complying with the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) requirements. The Department of Treasury's OFAC administers and enforces sanctions policy based on Presidential declarations of "national emergency." OFAC has identified and listed numerous entities, individuals and organizations, including, but not limited to:

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

as "Specially Designated Nationals" (SDN's) and "Blocked Persons." OFAC has also identified Sanctioned Countries. This list of SDNs, Blocked Persons and Sanctioned Countries and additional regulatory and enforcement information can be located on the United States Department of the Treasury's web site at: <http://www.treas.gov/offices/enforcement/ofac/>.

Economic sanctions prohibit all United States citizens (including corporations and other entities) and permanent resident aliens from engaging in transactions with Specially Designated Nationals, Blocked Persons and Sanctioned Countries. FAIRCO may not accept premium from or issue a policy to insure property of or make a claim payment to a Specially Designated National or Blocked Person. FAIRCO may not engage in business transactions with a Sanctioned Country.

A "Specially Designated National" or "Blocked Person" is any person who is determined as such by the Secretary of the Treasury.

A Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States.

In accordance with laws and regulations of the United States, 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 with all provisions of this insurance immediately subject to OFAC and U.S Government restrictions. Whenever an insurance policy is considered to be such a blocked or frozen contract, no payments or premium refunds may be made without authorization from OFAC. Other limitations on premiums and payments also apply.

APPLICABLE LAW (U.S.A.)

This Insurance shall be subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of the Service of Suit Clause (U.S.A.)

14/09/2005

LMA5021

Form approved by Lloyd's Market Association

APPLICATION OF SUBLIMITS ENDORSEMENT

1. Application To Insured Interests. Each sublimit stated in this policy applies as part of, and not in addition to, the overall policy limit for an occurrence insured hereunder. Each sublimit is the maximum amount potentially recoverable from all insurance layers combined for all insured loss, damage, expense, time element or other insured interest arising from or relating to that aspect of the occurrence, including but not limited to type of property, construction, geographic area, zone, location, or peril.
2. Application Within Perils. If insured under this policy, any sublimit for earthquake, earth movement, flood, windstorm, named storm, or named windstorm is the maximum amount potentially recoverable from all insurance layers combined for all insured loss, damage, expense, time element or other insured interest arising from or relating to such an occurrence. If flood occurs in conjunction with a windstorm, named storm, named windstorm, earthquake or earth movement, the flood sublimit applies within and erodes the sublimit for that windstorm, named storm, named windstorm, earthquake or earth movement.

This endorsement takes precedence over and, if in conflict with any other wording in the contract bearing on the application of sublimits, replaces that wording.

05/03/09
LMA5130

ASBESTOS ENDORSEMENT

- A. This Policy only insures asbestos physically incorporated in an insured building or structure, and then only that part of the asbestos which has been physically damaged during the period of insurance by one of these Listed Perils:

Flood; Earthquake; fire; explosion; lightning; windstorm; hail; direct impact of vehicle, aircraft or vessel; riot or civil commotion, vandalism or malicious mischief; or accidental discharge of fire protective equipment.

This coverage is subject to each of the following specific limitations:

1. The said building or structure must be insured under this Policy for damage by that Listed Peril.
 2. The Listed Peril must be the immediate, sole cause of the damage of the asbestos.
 3. The Assured must report to Underwriters the existence and cost of the damage as soon as practicable after the Listed Peril first damaged the asbestos. However, this Policy does not insure any such damage first reported to the Underwriters more than 12 (twelve) months after the expiration, or termination, of the period of insurance.
 4. Insurance under this Policy in respect of asbestos shall not include any sum relating to:
 - (i) any faults in the design, manufacture or installation of the asbestos;
 - (ii) asbestos not physically damaged by the Listed Peril including any governmental or regulatory authority direction or request of whatsoever nature relating to undamaged asbestos.
- B. Except as set forth in the foregoing Section A, this Policy does not insure asbestos or any sum relating thereto.

14/09/2005
LMA5019 (Amended)

CANCELLATION CLAUSE

NOTWITHSTANDING anything contained in this Insurance to the contrary this Insurance may be cancelled by the Assured at any time by written notice or by surrendering of this Contract of Insurance. This Insurance may also be cancelled by or on behalf of the Underwriters by delivering to the Assured or by mailing to the Assured, by registered, certified or other first class mail, at the Assured's address as shown in this Insurance, written notice stating when, not less than 10 days thereafter, the cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.

If this Insurance shall be cancelled by the Assured the Underwriters shall retain the customary short rate proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the Earned Premium hereon or the customary short rate proportion of any Minimum Premium stipulated herein whichever is the greater.

If this Insurance shall be cancelled by or on behalf of the Underwriters the Underwriters shall retain the pro rata proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the Earned Premium hereon or the pro rata proportion of any Minimum Premium stipulated herein whichever is the greater.

Payment or tender of any Unearned Premium by the Underwriters shall not be a condition precedent to the effectiveness of Cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

NMA1331
20/4/61

CLAIMS CO-OPERATION CLAUSE (LM3)

Notwithstanding anything to the contrary contained in this Reinsurance it is a condition precedent to Reinsurers' liability under this Reinsurance that:

- (a) The Reinsured shall give to the Reinsurer(s) written notice as soon as reasonably practicable of any claim made against the Reinsured in respect of the business reinsured hereby or of its being notified of any circumstances which could give rise to such a claim.
- (b) The Reinsured shall furnish the Reinsurer(s) with all information known to the Reinsured in respect of claims or possible claims notified in accordance with (a) above and shall thereafter keep the Reinsurer(s) fully informed as regards all developments relating thereto as soon as reasonably practicable.
- (c) The Reinsured shall co-operate with the Reinsurer(s) and any other person or persons designated by the Reinsurers in the investigation, adjustment and settlement of such claim notified to the Reinsurer(s) as aforesaid.

NMA2737
1/1/97

FRAUDULENT CLAIM CLAUSE

If the (re)insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this contract shall become void and all claim hereunder shall be forfeited.

LMA5062
04/06/2006

LLOYD'S CCPA PRIVACY POLICY

UNDERWRITERS AT LLOYD'S, LONDON

This CCPA Privacy Policy explains how Certain Underwriters at Lloyd's, London ("we" or "us") collect, use, and disclose personal information subject to the California Consumer Privacy Act ("CCPA"). "Personal information" is information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular California resident ("consumer") or household. This CCPA Privacy Policy also describes the privacy rights of California consumers and how they can exercise those rights.

The CCPA does not apply to certain types of information, such as information subject to the Gramm-Leach-Bliley Act ("GLBA") or the Fair Credit Reporting Act ("FCRA"). This means that this CCPA Privacy Policy may not apply to personal information that we collect about individuals who seek, apply for, or obtain insurance products or services for personal, family, or household purposes. The CCPA also has limited application to personal information we collect in connection with providing a product or service to a business.

PERSONAL INFORMATION WE COLLECT

We collect, and in the past 12 months have collected, the categories of personal information described below from the sources described below. Some of this personal information may be subject to GLBA or FCRA.

Directly From You

We collect, and in the past 12 months have collected, the following categories of personal information about you that you include in your application or other forms that you submit, or that you otherwise provide to us:

- [Personal identifiers, such as name, postal address, email address, Social Security number, policy number, account number, driver's license number, or passport number
- Customer records information, such as bank account number, credit or debit card number, other financial information, phone number, health insurance information, or medical history
- Protected information, such as race, religion, sexual orientation, gender, age, or marital status
- Commercial information, such as records of personal property and insurance products or services purchased or obtained, purchasing or consuming histories, or transaction or account information
- Professional or employment related information, such as work history
- Education information, such as school and date of graduation]

From Our Affiliates and Third Parties

We collect the following categories of personal information about you from our affiliates and other third parties, such as agents, brokers, consumer reporting agencies, or loss adjusters:

- [Personal identifiers, such as name, postal address, email address, Social Security number, policy number, account number, driver's license number, or passport number
- Customer records information, such as bank account number, credit or debit card number, other financial information, phone number, health insurance information, or medical history

- Protected information, such as race, religion, sexual orientation, gender, age, or marital status
- Commercial information, such as information about your transactions with our affiliates or other parties (e.g., balances and payment history), records of personal property and insurance products or services purchased or obtained, purchasing or consuming histories, transaction or account information, credit-worthiness, claims history, or credit history
- Professional or employment related information, such as work history
- Education information, such as school and date of graduation]

We may also draw inferences from the personal information we collect directly from you or from our affiliates and third parties.

HOW WE USE PERSONAL INFORMATION

The purposes for which we use personal information depend on our relationship or interaction with a specific California consumer. We may use, and in the past 12 months have used, personal information to underwrite your insurance policy and evaluate claims under your policy; to operate and manage our business; to provide and maintain our insurance products and services; to verify your identity; to detect and prevent fraud; for vendor management purposes; to operate, manage, and maintain our business, such as developing and marketing our products and services; to conduct research and data analysis; to comply with applicable laws; to respond to civil, criminal, or regulatory lawsuits or investigations; to exercise our rights or defend against legal claims; to resolve complaints and disputes; to perform compliance activities; and to perform institutional risk control.

PERSONAL INFORMATION WE DISCLOSE

We disclose, and in the past 12 months have disclosed, the categories of personal information described in “Personal Information We Collect” for the purposes described in “How We Use Personal Information” to the following categories of third parties:

- Affiliates
- Agents
- Brokers
- Service providers, such as loss adjusters, fraud prevention services, and software providers
- Regulatory and law enforcement agencies
- Attorneys, auditors, and other business partners

In the past 12 months, we did not sell personal information, as the term “sell” is defined under the CCPA.

YOUR RIGHTS

You may have certain rights under the CCPA. These rights are subject to certain conditions and exceptions. Your rights under the CCPA may include:

- **Right to Request to Know.** You have the right to request to know the following information about our practices over the past 12 months: (i) the categories of personal information we collected about you; (ii) the categories of sources from which we collected the personal information about you; (iii) the categories of third parties with whom we shared personal information, (iv) the categories of personal information we sold or disclosed about you and the categories of third parties to whom we sold or disclosed that particular category of personal information; (v) our business or commercial purpose for collecting or selling your personal information; and (vi) the

specific pieces of personal information we collected about you.

You may exercise your right to request to know twice a year, free of charge. If we are unable to fulfill your request to know, we will let you know the reason why. Please note, in response to a request to know, we are prohibited from disclosing your Social Security number; driver's license number or other government-issued identification number; financial account number; any health insurance or medical identification number; an account password, security questions, or answers; and unique biometric data generated from measurements or technical analysis of human characteristics.

- **Right to Request to Delete.** You have the right to request that we delete the personal information that we have collected from you. We may deny your request under certain circumstances, such as if we need to retain your personal information to comply with our legal obligations or if retaining the information is necessary to complete a transaction for which your personal information was collected. If we deny your request to delete, we will let you know the reason why.
- **Right to Non-Discrimination.** If you choose to exercise any of these rights, we will not discriminate against you in any way.

If you, or your authorized agent, would like to make a request to know or request to delete, contact us at 813 588 4037⁶ or [Email your agent or broker who handled this insurance at the email address under "Contact Us" below].

We will take steps to verify your identity before processing your request to know or request to delete. We will not fulfill your request unless you have provided sufficient information for us to reasonably verify that you are the individual about whom we collected personal information. We may request additional information about you so that we can verify your identity. We will only use additional personal information you provide to verify your identity and to process your request.

You may use an authorized agent to submit a request to know or a request to delete. When we verify your agent's request, we may verify both your and your agent's identity and request a signed document from you that authorizes your agent to make the request on your behalf. To protect your personal information, we reserve the right to deny a request from an agent that does not submit proof that they have been authorized by you to act on your behalf. You may also make a consumer request on behalf of your minor child.

UPDATES TO PRIVACY NOTICE

We may change or update this CCPA Privacy Policy from time to time. If we make material changes to this CCPA Privacy Policy, we will provide you with an updated copy of the policy.

CONTACTING US

If you have any questions or concerns about this CCPA Privacy Policy or would like to learn more about how we protect your privacy, please contact the agent or broker through whom you purchased this insurance policy at amanda.sunbury@rtspecialty.com.

Effective Date: 5/1/2025

LMA9191
18 September 2020

1 This privacy policy does not cover agents of the Underwriters or visitors to the Underwriters' websites. If the Underwriters are selling personal information of agents and coverholders, or they have a website, they will need a separate policy for these individuals.

2 The categories of personal information under the CCPA that are most likely being collected have been listed. The categories of personal information we did not include are biometric information; geolocation information; internet or other electronic network activity; or audio, electronic, visual, or olfactory information since it seemed unlikely that the Underwriters are collecting this information. This section should be customized so that categories or types of personal information not being collected are deleted. If a specific type of personal information is collected that is not included, that specific piece of personal information should be added to the relevant category.

3 The categories of personal information under the CCPA that are most likely being collected have been listed. The categories of personal information we did not include are biometric information; geolocation information; internet or other electronic network activity; or audio, electronic, visual, or olfactory information since it seemed unlikely that the Underwriters are collecting this information from affiliates or third parties. This section should be customized so that categories or types of personal information not being collected are deleted. If a specific type of personal information is collected that is not included, that specific piece of personal information should be added to the relevant category.

4 Underwriters should confirm this section is accurate as to the parties with whom personal information is shared.

5 It has been assumed that the Underwriters are not selling consumers' personal information and the right to opt-out of the sale of personal information has therefore not been included. If personal information is being sold, this notice will need to be amended/updated.

6 CCPA requires that insurers provide a toll free contact number, for consumers to make requests. This is an obligation that Underwriters will need to rely on their coverholders for, so this should be provided /completed by the coverholder. It is not required that the toll-free number be answered by a live individual.

MOLD, MILDEW & FUNGUS CLAUSE AND MICROORGANISM EXCLUSION (Time Limit and Sublimit)

In consideration of the premium paid, and subject to the Exclusions, Conditions and Limitations of the Policy to which this Extension is attached, and also to the following additional Exclusion, and specific Limitations, this Policy is extended to insure physical loss or damage to insured property by mold, mildew or fungus only when directly caused by physical loss or damage to insured property by a peril insured by this Policy occurring during the period of this Policy.

Limitations

1. The said property must otherwise be insured under this Policy for physical loss or damage by that peril.
2. The Insured must report to Underwriters the existence and cost of the physical loss or damage by mold, mildew or fungus as soon as practicable, but no later than twelve (12) months after the peril first caused any physical loss or damage to insured property during the period of this Policy. This Policy does not insure any physical loss or damage by mold, mildew or fungus first reported to Underwriters after that twelve (12) month period.
3. Regardless of circumstance or other Policy provisions, the maximum amount insured and payable under this Policy for all mold, mildew or fungus caused by or resulting from such peril is **Per Lead Insurer** for all parts of any claim and in total (the aggregate limit) for the period of this Policy. This sublimit applies to all sections or extensions of the Policy combined under which any claim arises or is made and shall be a part of and not in addition to the policy limit.

Exclusion

Except as set forth in the foregoing, this Policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

LMA5188
28/11/11

Privacy Notice

HDI Global Specialty SE (HDI Global Specialty) is an insurance company whose registered office address is HDI-Platz 1, 30659 Hannover, Germany. It is a Data Controller and Data Processor as defined under the EU General Data Protection Regulation ('GDPR').

HDI Global Specialty's notice on how it may collect and deal with your data and how it may be dealt with may be found at the following link: <https://www.hdi-specialty.com/int/en/legals/privacy>

Pre-Existing Property Damage Exclusion

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

JEM Form

This policy excludes any loss or damage directly or indirectly caused by, resulting from or contributed to by any pre-existing property damage at the time of loss

All other terms, conditions, provisions and exclusions of this policy remain the same.

Endorsement

Attached to and forming part of Policy No.:	Effective Date:	Named Insured:
JEM-25-CI-1052	5/1/2025	Sunport Commerce Center Condominium Association, Inc.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein.

PUBLIC ADJUSTER PROHIBITION

This Endorsement changes the Policy — Please Read it Carefully.

This endorsement modifies insurance provided by the Policy:

1. It is understood and agreed that, as a condition of this Policy, no Insured (or anyone on their behalf) shall hire, engage, retain, contract with, or otherwise utilize the services of a public adjuster (whether or not licensed in the state where the insured property is located or any other jurisdiction) to inspect, evaluate, or adjust any loss for which coverage is sought under this Policy.
2. To the extent a term, provision, condition, limitation, or exclusion of the Policy is inconsistent with an express provision of this Endorsement, this Endorsement controls. This Endorsement does not change any other provision of the Policy to which it is affixed. This Endorsement is a part of this Policy and takes effect at the inception of this Policy unless a separate Effective Date is shown hereinabove.

All other terms, provisions, conditions, limitations and exclusions of the Policy remain unchanged.

Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Japan, United Kingdom or United States of America.

LMA3100
15 September 2010

SEEPAGE & POLLUTION, LAND, AIR WATER EXCLUSION & DEBRIS REMOVAL ENDORSEMENT

LAND, WATER AND AIR EXCLUSION

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure land (including but not limited to land on which the insured property is located), water or air, howsoever and wherever occurring, or any interest or right therein.

SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure:

- (a) any loss, damage, cost or expense, or
- (b) any increase in insured loss, damage, cost or expense, or
- (c) any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority, or threat thereof, (and whether or not as a result of public or private litigation),

which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

The term "any kind of seepage or any kind of pollution and/or contamination" as used in this Endorsement includes (but is not limited to):

- (a) seepage of, or pollution and/or contamination by, anything, including but not limited to, any material designated as a "hazardous substance" by the United States Environmental Protection Agency or as a "hazardous material" by the United States Department of Transportation, or defined as a "toxic substance" by the Canadian Environmental Protection Act for the purposes of Part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other Federal, State, Provincial, Municipal or other law, ordinance or regulation; and
- (b) the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

DEBRIS REMOVAL ENDORSEMENT

THIS ENDORSEMENT CONTAINS PROVISIONS WHICH MAY LIMIT OR PREVENT RECOVERY UNDER THIS POLICY FOR LOSS WHERE COSTS OR EXPENSES FOR DEBRIS REMOVAL ARE INCURRED.

Nothing contained in this Endorsement shall override any Seepage and/or Pollution and/or Contamination Exclusion or any Radioactive Contamination Exclusion or any other Exclusion applicable to this Policy.

Any provision within this Policy (or within any other Endorsement which forms part of this Policy) which insures debris removal is cancelled and replaced by the following:

1. In the event of direct physical damage to or destruction of property, for which Underwriters hereon agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay (hereinafter referred to as "Damage or Destruction"), this Policy also insures, within the Sum Insured, subject to the limitations and method of calculation below, and to all the other terms and conditions of the Policy, costs or expenses;
 - (a) which are reasonably and necessarily incurred by the Assured in the removal, from the premises of the Assured at which the Damage or Destruction occurred, of debris which results from the Damage or Destruction; and
 - (b) of which the Assured becomes aware and advises the amount thereof to Underwriters hereon within one year of the commencement of such Damage or Destruction.
 - (c) The Underwriters shall not be liable for any debris removal cost or expense associated with removing contaminated or polluted uninsured property, nor the Pollutants or Contaminants therein or thereon, whether or not such contamination results from a Covered Cause of Loss.
2. In calculating the amount, if any, payable under this Policy for loss where costs or expenses for removal of debris are incurred by the Assured (subject to the limitations in paragraph 1 above):
 - (a) the maximum amount of such costs or expenses that can be included in the method of calculation set out in (b) below shall be the lesser of **Per Lead Insurer** of the amount of the Damage or Destruction from which such costs or expenses result; and
 - (b) the amount of such costs or expenses as limited in (a) above shall be added to:
 - (i) the amount of the Damage or Destruction; and
 - (ii) all other amounts of loss, which arise as a result of the same occurrence, and for which Underwriters hereon also agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay; and

the resulting sum shall be the amount to which any deductible or underlying amount to which this Policy is subject and the limit (or applicable sub-limit) of this Policy, shall be applied.

NMA2340 (Amended)
24 November 1988

SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights 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 of any State in the United States.

It is further agreed that service of process in such suit may be made upon

Lloyd's America, Inc.,
Attention: Legal Department,
28 Park Avenue, East Tower, 25th Floor
New York, NY 10017 U.S.A.

For claims referencing policies bound with HDI Global Specialty or QBE UK Limited service of process in such suit may be made upon

Mendes and Mount,
750 Seventh Avenue,
New York, New York 10019-6829,
United States of America.

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate 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 their 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 Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

NMA1998
24/4/86

SEVERAL LIABILITY CLAUSE

PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (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 in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. 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 insurer 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.

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.

07/03/08

LMA5096 (Combined Certificate)

SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

08/94

LSW1001 (Insurance)

Territories Limitation Endorsement

This endorsement limits the coverage on your policy to locations within the 50 states of the United States of America and the District of Columbia excluding Puerto Rico, US Virgin Islands, and Guam.

No coverage is given for any exposures including but not limited to incidental, interdependent business income, and foreign DIC/DOC/DIL to local policies, outside of the 50 states and the District of Columbia.

WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

NMA2918
08/10/01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Attached to and forming part of Policy No.:	Effective Date:	Named Insured:
JEM-25-CI-1052	5/1/2025	Sunport Commerce Center Condominium Association, Inc.

ASSIGNMENT OF BENEFITS PROHIBITED

This endorsement modifies insurance provided under the following:

**COMMON POLICY CONDITIONS
ALL APPLICABLE COVERAGE FORMS**

The Assignment Condition in the Policy to which this endorsement is attached is replaced by the following:

Assignment

Assignment of this Policy will not be valid unless we give our written consent. Interest, rights or post-loss insurance benefits under this Policy may not be assigned to a third party under any assignment agreement. As used in this condition, assignment agreement means any instrument by which interest, rights or post-loss benefits under this Policy are assigned or transferred, or acquired in any manner, in whole or in part, to or from a person providing services to assess, protect, repair, restore, or replace property or mitigate against further damage to the property.

PROPERTY CYBER AND DATA EXCLUSION

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
 - 1.1 Cyber Loss;
 - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

4. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
5. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
6. Cyber Incident means:
 - 6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
7. Computer System means:
 - 7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,owned or operated by the Insured or any other party.
8. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

LMA5401
11 November 2019

CAT Minimum Earned Premium

The following additional provisions shall apply with respect to the cancellation clause of this policy:

- A.** If this policy covers any location or locations in “Tier 1 wind zone(s)” as defined in this policy, and the policy is cancelled at the request of the Insured, the following provision will apply.

If coverage existed at any time during the period from June 1st to November 30th, the amount of premium we will return will be a percentage of the total premium, determined as follows:

1 Year Policy

Days In Force	Percentage
1 to 180	20%
181 to 210	15%
211 to 240	10%
241 to 270	7.5%
271 to 300	5.0%
301 to 330	2.5%
331 to 365	0.0%

If a coverage or location is added or deleted to the policy, each type of coverage or such location(s) shall be underwritten separately and the rate will be determined based upon the characteristics of the risk.

If a location within a “Tier 1 wind zone” is added or deleted, and coverage for that location existed at any time during the period from June 1st to November 30th, the premium to be returned for that location will be determined using the table above.

If a location is not within a “Tier 1 wind zone” and is added or deleted, normal pro rata or short rate factors shall apply as appropriate.

- B.** Tier 1 wind zone is defined as follows:

All reference herein to “Tier I”, “Tier I Windstorm” or similar “Tier I” references, shall be defined as all locations situated within *Tier I States or Counties* as specified below:

Alabama:	Baldwin, Mobile;
Florida:	Entire State of Florida;
Georgia:	Bryan, Camden, Chatham, Glynn, Liberty, McIntosh;
Hawaii:	Entire State of Hawaii;
Louisiana:	Cameron, Iberia, Jefferson, Lafourche, Orleans, Plaquemines, St. Mary, St. Bernard, St. Tammany, Terrebonne, Vermilion;
Mississippi:	Hancock, Harrison, Jackson;
North Carolina:	Beaufort, Brunswick, Carteret, Craven, Dare, Hyde, New Hanover, Onslow, Pamlico, Pender;

South Carolina:	Beaufort, Berkley, Charleston, Colleton, Georgetown, Horry, Jasper;
Texas:	Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Harris, Jackson, Jefferson, Kenedy, Kleberg, Matagorda, Nueces, Orange, Refugio, San Patricio, Victoria, Willacy;
Virginia:	Accomack, Northampton, Virginia Beach City, Chesapeake, Gloucester, Hampton City, Lancaster, Mathews, Middlesex, Newport News, Norfolk City, Northumberland, Poquoson City, Portsmouth City, Suffolk City, York;
All other states:	As provided by endorsement hereto (if any).

All other terms and conditions of the policy remain the same.

Additional Named Insured

SCHEDULE
Leland Management

In consideration of the payment of a premium and the deductible by the Insured, the Company agrees with the Insured (subject to all the terms, exclusions and conditions of the policy) that the person(s) or entity(ies) shown in the Schedule above is included as a Named Insured under the policy.

**U.S. Terrorism Risk Insurance Act of 2002 as amended
Not Purchased Clause**

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

LMA5390

09 January 2020

COMMUNICABLE DISEASE ENDORSEMENT

(For use on property policies)

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - 2.1 for a Communicable Disease, or
 - 2.2 any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.

LMA5393
25 March 2020

Contract Allocation Endorsement

This Insurance is effected with certain insurance underwriters (hereinafter called the "Underwriters"). The following words shall be deemed to be synonymous: "Underwriters", "Insurers", and "Company".

The liability by each "Underwriter" on this contract with the Insured is limited to the participation amount shown in the schedule below. The liability of each separate contract listed and for each "underwriter" represented thereby for any loss or losses or amounts payable is several as to each and shall not exceed its participation percentage shown below and there is no joint liability amounts payable is several as to each and shall not exceed its participation percentage shown below and there is no joint liability of any "Underwriters" pursuant to this contract. An "Underwriter" shall not have its liability hereunder increased or decreased by reason of failure or delay of another "underwriter", its successors, assigns, or legal representatives. Any loss otherwise payable under the provisions of the attached policy that exceeds the allocation of "Risk" as defined herein shall be borne proportionately by the contracts as to their limit of liability at the time and place of the loss bears to the total allocated limits herein.

This contract shall be constructed as a separate contract between the insured and each of the "Underwriters". This evidence of coverage consists of separate sections of a composite insurance for all Underwriter's at Lloyds combined and separate policies issued by the insurance company(ies), all as identified below. This evidence of coverage does not constitute in any manner or form a joint certificate of coverage by Underwriters at Lloyd's with any other insurance company(ies).

In Witness whereof, the following "Underwriters" execute and attest these presents, and subscribe for the amount of insurance provided.

The security is as noted below

Layer of Participation	Attachment Point	Perils	Contract #	Company Code	Policy# / Certificate #	Participation of JEM's share
\$9,862,889 part of \$19,725,778 excess of	deductibles	AR EXCL F SS EQ	PES	PES	9BA3PP0001201-01	\$9,862,889

Perils are further defined in the primary policy language or as per applicable forms attached to this policy. Symbols used above are defined as follows:

<u>CAUSE OF LOSS</u>	<u>SYMBOL</u>	<u>CODE</u>	<u>COMPANY</u>
All Risk	AR	Lloyds	Certain Underwriters at Lloyd's of London
Difference in Conditions	DIC	HDI	HDI Global Specialty SE
Windstorm and Hail	WH	EVN	Evanston Insurance Company
Named Windstorm,	NW	EVI	Everest Indemnity Insurance Company
All Other Windstorm	AOW	PES	The Princeton Excess and Surplus Lines Insurance Company
Storm Surge	SS	AIG	AIG Specialty/Lexington insurance Company
Flood	F	PRO	Gotham/Southwest
All Other Flood	AOF	NWC	Nationwide companies
Earthquake	EQ	ASP	Aspen Specialty Insurance Company
Earth Movement	EM	QBE	QBE UK Limited
Earthquake Sprinkler Leakage	EQSL	QBESP	QBE Specialty Insurance Company
Earth Movement Sprinkler Leakage	EMSL	NIC	Nautilus Insurance Company
		AXIS	AXIS Surplus Insurance Company
		MST	MS Transverse Specialty Insurance Company
Certified Terrorism Defined by TRIA, if applicable	T1		
Equipment Breakdown	EBD		
Excluding	EXCL		
Including	INCL		

Earth Movement Exclusion

Any other similar Exclusion within this Policy (or within any other Endorsement which forms part of this Policy) is deleted and replaced by the following:

This policy does not insure against loss or damage caused by any of the following, regardless of the cause or event contributing concurrently or in any other sequence to the loss or damage:

- 1.** all earth movement (whether occurring naturally or not) including, but not limited to, earthquake, landslide, subsidence, sinkhole, catastrophic ground collapse, and volcanic eruption.
- 2.** collapse, cracking, shrinking, bulging, expansion, shifting, rising, settling, sinking, lateral or other movement, or other kinds of loss or damage to property which would not have occurred but for an event as described in 1. above.

If fire or explosion is covered by this Policy, this exclusion shall not apply to loss or damage from fire or explosion resulting from **1.** and **2.** above.

This Endorsement Changes the Policy – Please Read it Carefully

EXTERIOR INSULATION AND FINISHING SYSTEMS EXCLUSION

The following exclusion is added to the Policy.

- A. We will not pay for loss or damage caused directly or indirectly by or resulting from wind, hail or water damage to buildings constructed of Exterior Insulation and Finishing Systems (EIFS), Dryvit or synthetic stucco.
- B. We will not pay for:
 - a. *Loss or damage caused by the failure or malfunction of any Exterior Insulating and Finishing Systems (EIFS) resulting in:*
 - i. Loss, damage or repair costs to the EIFS, the materials between the EIFS and the interior finish of the building, or to the interior finish to the building, including loss, damage or repair costs caused by:
 - 1. Water penetration from any source;
 - 2. Failure of sealants in any form;
 - 3. Leaching of any kind;
 - 4. Discoloration of the exterior paint or finish
- C. As used in this endorsement, Exterior Insulation and Finishing Systems (EIFS) means a non-load bearing exterior wall cladding system consisting of an insulation board, an adhesive and/or mechanical attachment of the insulation board to the substrate, an integrally reinforced base coat and applicable accessories, flashing, coating and sealants that interact to form an energy efficient wall.

All other terms, conditions and warranties of this policy shall remain unchanged.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy, other than as stated above.

Flood Exclusion

Any other similar Exclusion within this Policy (or within any other Endorsement which forms part of this Policy) is deleted and replaced by the following:

This policy does not insure against loss or damage caused by any of the following, regardless of the cause of such event and regardless of any other cause or event contributing concurrently or in any other sequence to the loss or damage:

- 1.** Flood, storm surge, surface water, or mudflow, waves, tidal water or tidal waves, overflow of streams, lakes, reservoirs, canals, drainage ditches, retention ponds or other bodies of water, or spray from any of the foregoing, all whether driven by wind or not (all whether or not naturally occurring),
- 2.** Damage to, destruction, failure, or overflowing of levees, dams, dikes, floodgates and other similar works,
- 3.** Water under the ground surface pressing on, or flowing or seeping through:
 - a.** Foundations, walls, floors or paved surfaces;
 - b.** Basements, whether paved or not; or
 - c.** Doors, windows, or other openings.
- 4.** Tsunami

If fire or explosion is covered by this Policy, this exclusion shall not apply to loss or damage from fire or explosion resulting from **1.** through **4.** above.

Attached to and forming part of Policy No.:	Effective Date:	Named Insured:
JEM-25-CI-1052	5/1/2025	Sunport Commerce Center Condominium Association, Inc.

General Change Endorsement

This Endorsement Changes the Policy – Please Read it Carefully

It is hereby understood and agreed that following are made part of this policy:

- 1) EIFS cladding is excluded from coverage.
- 2) Minimum Earned Premium of 35% and CAT MEP (if applicable) will apply.
- 3) No new business or increased coverage on in-force business will be bound while a moratorium is in effect.

All other terms, conditions and warranties of this policy shall remain unchanged.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy, other than as stated above.

In witness Whereof, the Company has caused this endorsement to be signed by a duly authorized representative of the Company.


 AUTHORIZED REPRESENTATIVE

Endorsement

Loss in Progress/Peril in Progress Exclusion

This Endorsement modifies the Policy. Please read it carefully.

- A. The Company shall not pay for any loss, damage, cost or expense – including but not limited to physical loss or damage to property or time element losses (including but not limited to loss covered by business interruption, time element extensions, contingent business interruption, civil or military authority, ingress/egress or extra expense coverage provisions) – directly or indirectly caused by, resulting from, arising out of, related to, or composed or comprised of, any peril, condition, or risk, including but not limited to the following, in existence, ongoing, or in progress prior to the inception of the Policy. Such loss, damage, cost or expense is excluded regardless of any other cause or event that contributes concurrently or in any sequence thereto and regardless of whether such other cause or event is considered to be proximate or remote:
1. **Earthquake**, including aftershocks that follow the **Earthquake**; or
 2. **Earth Movement**, including aftershocks that follow the **Earth Movement**; or
 3. Fire; or
 4. **Flood**; or
 5. **Named Storm** or **Named Windstorm**; or
 6. **Outbreak, Epidemic or Pandemic**; or
 7. **Wildfire**.
- B. If the Company alleges that by reason of this Exclusion, any loss, damage, cost or expense is not covered by the Policy, the burden of proving the contrary shall be upon the Insured seeking coverage hereunder.
- C. Definitions:

Terms appearing in **Bold** herein shall have the following meaning for purposes of this Endorsement.

1. **Earthquake**: shall mean sinking, rising, shifting, quaking, vibratory or undulating movement of a portion of the earth's crust, produced by underground volcanic forces or by breaking and shifting of rock beneath the earth's crust, including landslide.
2. **Earth Movement**: shall mean any natural or man-made movement of earth including, but not limited to, **Earthquake** or landslide, mine subsidence (meaning subsidence of a man-made mine, whether or not mining activity has ceased) or shocks, tremors, mudslide, mud flow, rock falls, volcanic eruption, sinkhole collapse, or subsidence.
3. **Flood**: shall mean the total or partial inundation of normally dry land, area or space by: flood, waves, tide or tidal water, tsunami, rapid accumulation or runoff of surface waters, or the rising, (including overflowing or breaking of boundaries) of lakes, reservoirs, rivers, streams, or other bodies of water, and mudslide or mudflow, and storm surge.
4. **Named Storm** and **Named Windstorm**: shall mean any storm or weather system which has been, or becomes, declared a hurricane, typhoon, tropical or subtropical storm, tropical or subtropical depression, or cyclone by the National Weather Service, National Oceanic and Atmospheric Administration or National Hurricane Center and has been named by that same organization.

A storm or weather system includes all weather phenomena associated with, accompanying or occurring in conjunction with the storm or weather system, including, but not limited to, wind, rain, hail, sleet, microbursts, vortex, tornadoes, hurricane or lightning.

Endorsement

Loss in Progress/Peril in Progress Exclusion

5. **Outbreak, Epidemic or Pandemic:** shall mean an outbreak, epidemic or pandemic as declared by any state governmental or quasi-governmental agency, the U.S. Centers for Disease Control and Prevention, U.S. Department of Health & Human Services, U.S. National Institutes of Health or any other U.S. federal governmental or quasi-governmental agency, the World Health Organization or any other international or non-U.S. governmental or quasi-governmental agency and shall include the disease (or virus, bacteria or other biological agent, or mutation thereof, capable of causing the disease) which is the subject of the outbreak, epidemic or pandemic.
6. **Wildfire:** shall mean a destructive fire which during its duration damages at least 50,000 acres predominantly of wilderness, woodland or brush.

All other terms, provisions, conditions, limitations and exclusions of the Policy remain unchanged.

Protective Safeguards – Fire Endorsement

SCHEDULE	
Symbol(s)	Location(s) Applicable
AS	All Covered Locations reported as having Automatic Sprinkler System in the Schedule of Values on file with the Company
AA	All Covered Location reported as having Automatic Fire Alarm in the Schedule of Values on file with the Company
Describe any "OTHER":	

Protective Safeguards

- A. As a condition of this insurance, you are required to maintain the protective devices or services listed in the Schedule above.

The protective safeguard(s) to which this endorsement applies are identified by the following symbols:

1. **"AS" Automatic Sprinkler System**, including related supervisory services.

Automatic Sprinkler System means:

- a. Any automatic fire protective or extinguishing system, including connected:
 - (1) Sprinklers and discharge nozzles;
 - (2) Ducts, pipes, valves and fittings;
 - (3) Tanks, their component parts and supports; and
 - (4) Pumps and private fire protection mains.
- b. When supplied from an automatic fire protective system:
 - (1) Non-automatic fire protective systems; and
 - (2) Hydrants, standpipes and outlets.

2. **"AA" Automatic Fire Alarm**

Means an automatic fire alarm protecting the entire building that is:

- a. Connected to a central station; or
- b. Reporting to a public or private fire alarm station.

3. **"SS" Security Service,**

Means a security service with a recording system or watch clock, making hourly rounds covering the entire building, when the premises are not in actual operation.

4. "SC" Service Contract

Means a written contract with a privately owned fire department providing fire protection service to the described premises.

5. Automatic Commercial Cooking Exhaust and Extinguishing System:

- a. Hood;
- b. Grease removal device;
- c. Duct system; and
- d. Wet chemical fire extinguisher equipment

B. The following is added to the **EXCLUSIONS** section of the policy referenced above:

We will not pay for loss or damage caused by or resulting from fire if, prior to the fire, you failed to maintain any protective safeguard listed in the Schedule above, and over which you had control, in complete working order.

Maintenance of Building Heat Warranty

This endorsement modifies the insurance coverage provided by the **Policy**.

No coverage is provided by this **Policy** for any loss or damage caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning or other equipment (including fire protective systems) if that leaking or flow is caused by or results from freezing unless the **Named Insured** has taken all reasonable actions within its control to maintain a minimum temperature of fifty-five (55) degrees Fahrenheit in the building or structure.

This warranty applies whether the building or structure is occupied, unoccupied or **Vacant** at the time of loss or damage and supersedes any **Policy** provisions to the contrary.

All other terms and conditions of the **Policy** remain unchanged.

EQUIPMENT BREAKDOWN EXCLUSION

Any other similar Exclusion within this Policy (or within any other Endorsement which forms part of this Policy) is deleted and replaced by the following:

This Policy excludes loss or damage due to:

1. Explosion in or of any of the following property: steam boilers, including equipment attached to and forming a part thereof; steam turbines; steam engines; steam pipes connecting any of the foregoing; or gas turbines; except that this exclusion shall not apply to explosion of accumulated gases or unconsumed fuel within the firebox or the combustion chamber of any fired vessel, other than gas turbines, or within the flues or passages which conduct the gases of combustion therefrom.
2. Rupture, bursting, cracking, burning or bulging of any of the following property: steam boilers, including equipment attached to and forming a part thereof; steam turbines; steam engines; steam pipes connecting any of the foregoing; hot water boilers or other equipment for heating water; pressure vessels, including equipment attached to and forming a part thereof; or gas turbines.
3. Mechanical or machinery breakdown, including rupture or bursting caused by centrifugal force.
4. Electrical injury or disturbance to electrical appliances, devices, fixtures, wiring, or other electrical or electronic equipment caused by electrical currents artificially genera

FLORIDA SURPLUS LINES NOTICE (GUARANTY ACT)

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

01/09/13
LMA9037

FLORIDA SURPLUS LINES NOTICE (RATES AND FORMS)

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

01/09/13
LMA9038

MINIMUM EARNED PREMIUM ENDORSEMENT

This Endorsement Changes the Policy – Please Read it Carefully

This policy is subject to a minimum earned premium.

If this policy is canceled at your request, you agree with us:

1. that the minimum earned premium for this policy is the greater of **\$14,875** or **35%** of the Total Premium;
2. that such minimum earned premium is not subject to short rate or pro-rate adjustment;
- and
3. that cancellation for non-payment of premium, after the effective date of the policy, will be deemed a request by you for cancellation of this policy and will activate this minimum earned premium provision.

All other terms, conditions and warranties of this policy shall remain unchanged.

Occurrence Limit of Liability - Stated Value Per Building

1. The Limit of Liability or Amount of Insurance shown on the face of this Policy, or endorsed onto this Policy, is the maximum possible liability of the Insurer(s) applicable to each occurrence, and in no event shall the total liability of the Insurer(s) in an occurrence exceed such Limit of Liability or Amount of Insurance, irrespective of the number of locations involved.

Notwithstanding any other terms, provisions, conditions, limitations, or exclusions of this Policy to the contrary, the liability of the Insurer(s) applicable to an occurrence may be a lower Occurrence Limit of Liability, as further specified herein.

2. The following shall apply in calculating the Occurrence Limit of Liability:
 - 1) The term "occurrence" shall have the same meaning as set forth in this Policy, or if applicable, that provided in the Policy/ies of the Primary Insurer(s) over which this Policy sits excess;
 - 2) For purposes of this Endorsement only, the term **Building** shall mean, and be inclusive of, a physical structure that is principally above ground and located at a permanent site, as well as all improvements and betterments, fixtures, machinery, equipment, **Land Improvements and Outdoor Property**, trees, shrubs, and plants located at or within, or associated with, the **Building**;
 - 3) If no value is shown for a scheduled item that is not a **Building**, then there is no coverage for that scheduled item;
 - 4) If the amount of Time Element for a **Building** is not specified on the **SOV**, no Time Element coverage shall be provided for that **Building**;
 - 5) If the value of a **Building** is not separately specified on the **SOV**, the value of that **Building** will be determined by:
 - a) Dividing the total value of all **Buildings** reported or encompassed on the **SOV** for the insured location(s) at which the subject **Building** is located by the total square footage of all such reported or encompassed **Buildings** at the same insured location(s) to determine a dollar per square foot amount reported for all such **Buildings** at the insured location(s);
 - b) Multiplying the resulting amount determined in 5) a. above by the square footage of each **Building** for which the value is not separately specified and needs to be determined.
3. The premium for this Policy is based upon the Statement of Values on file with the Insurer(s), or attached to this Policy. In the event of loss hereunder, liability of the Insurer(s), subject to paragraphs 1. and 2. above, shall be limited to the least of the following:
 - a. The actual adjusted amount of loss, less applicable deductible(s);
 - b. 100% of the individually stated value for each scheduled item of property involved, as shown on the latest Statement of Values on file with Insurer(s), less applicable deductible(s) and primary and underlying excess limits;
 - c. The Limit of Liability or Amount of Insurance shown on the face of the Policy or endorsed onto this Policy.

All other terms, provisions, conditions, limitations, and exclusions of the Policy remain unchanged.

Endorsement

Attached to and forming part of Policy No.:	Effective Date:	Named Insured:
JEM-25-CI-1052	5/1/2025	Sunport Commerce Center Condominium Association, Inc.

BUILDERS RISKS / COC EXCLUSIONARY ENDORSEMENT

This Endorsement changes the Policy — Please Read it Carefully.

1. The Policy to which this Endorsement is attached shall exclude and not provide coverage for any loss, damage, cost, or expense directly or indirectly arising out of or relating to any of the following:
 - i. builders' risks, including, but not limited to, property in the course of construction, assembly, erection, or installation; and/or
 - ii. property undergoing **structural** remodeling, **structural** renovation, and/or **structural** repair.
2. As used in this Endorsement, **structural** shall mean involving a building's load bearing elements, including, but not limited to, posts, beams, columns, walls, balconies, and foundations.
3. To the extent a term, provision, condition, limitation, or exclusion of the Policy to which this Endorsement is attached is inconsistent with an express provision of this Endorsement, this Endorsement controls. This Endorsement is part of the above-referenced Policy and takes effect at the inception of such Policy unless a separate Effective Date is shown hereinabove.

All other terms, provisions, conditions, limitations and exclusions of the Policy remain unchanged.

JEM-CPC-145 (2024)