



NORTH CAROLINA INSURANCE UNDERWRITING ASSOCIATION

PO Box 8009 - Cary, NC 27512
(919) 821-1299 - www.ncjua-nciua.org

Silver Lake Property LLC
PO Box 1716
Ocracoke, NC 27960-1716

WARNING: THIS PROPERTY INSURANCE POLICY DOES NOT PROTECT YOU AGAINST LOSSES FROM FLOODS, EARTHQUAKES, MUDSLIDES, MUDFLOWS OR LANDSLIDES. YOU SHOULD CONTACT YOUR INSURANCE COMPANY OR AGENT TO DISCUSS YOUR OPTIONS FOR OBTAINING COVERAGE FOR THESE LOSSES. THIS IS NOT A COMPLETE LISTING OF ALL OF THE CAUSES OF LOSSES NOT COVERED UNDER YOUR POLICY. YOU SHOULD READ YOUR ENTIRE POLICY TO UNDERSTAND WHAT IS COVERED AND WHAT IS NOT COVERED.

To report a claim, using your policy number, visit <https://reportmynccclaim.com/> from your computer or mobile device.

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DECLARATIONS PAGE

COMMERCIAL PROPERTY
Building and Personal Property
Coverage Form - Broad

NAMED INSURED/MAILING ADDRESS

Silver Lake Property LLC
PO Box 1716
Ocracoke, NC 27960-1716

PRODUCER

Producer Code: 272338
Towne Insurance Agency LLC
PO BOX 1486
Kitty Hawk, NC 27949
(252) 255-0200

Policy CM00583766-03

- ☐ New
☐ Renewal
☐ Rewrite
☒ Amended Date: 07/23/2025

Policy Bill To: Insured
Installments: Quarterly Direct

POLICY PERIOD:	Effective Date: 07/23/2024	Expiration Date: 07/23/2025	Total Policy Premium: \$49,092.00
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The terms of this policy shall begin at 12:01 AM Eastern Standard Time at the address(es) shown below.

The described location(s) covered by this policy:

1. 410 Irvin Garrish HWY Ocracoke NC 27960-1159
2. 395 Irvin Garrish HWY Ocracoke NC 27960-1160
3. 439 Irvin Garrish HWY BLDG Suites, Ocracoke NC 27960-1160

Explanation of Changes to your Policy

A change was recently made to your policy.

Location 1, Bldg 3 - Insured Occupancy Class Code/Class Description Changed From 0567 Mercantile NOC - Sole occupant - Risks having moderate susceptibility personal property - Not large area (15,000 sq. ft. or less) to 0542 Restaurants - With cooking.

Location 1, Bldg 3 - Rate Assignment Changed From Class to Specific.

Location 1, Bldg 3 - Group I Building Loss Cost Changed From None to 0.603.

Location 1, Bldg 3 - Group I Personal Property Loss Cost Changed From None to 0.784.

Location 1, Bldg 3 - Group II Building Loss Cost Changed From None to 0.627.

Location 1, Bldg 3 - Group II Personal Property Loss Cost Changed From None to 0.562.

Location 1, Bldg 3 - Group II Symbol Changed From None to B.

Location 1, Bldg 3 - RCP Code Changed From None to 1105.

Location 3, Bldg 1 - Group I Building Loss Cost Changed From 0.223 to 1.027.

Location 3, Bldg 1 - Group I Personal Property Loss Cost Changed From 0.244 to 1.014.

Location 3, Bldg 1 - RCP Code Changed From 2105 to 1105.

There is no change in premium for this Endorsement.

Please contact your agency/producer if you have any questions concerning your policy or invoice.

Rating Information:

1. 410 Irvin Garrish HWY Ocracoke NC 27960-1159

Building 3 Description: 0542 - Restaurants - With cooking Dining Pavilion				
Occupied By	Protection Class	Year Built	Territory Code	Construction Type
LRO	05	1987	485	Frame
Valuation	Coinsurance	BCEG Code	Windstorm Mitigation	
ACV	90	99	None	
DEDUCTIBLES				
In case of loss we cover only that part of the loss over the deductible stated below:				
Named Storm: 1% / Bldg \$1,605				
All Other Perils: \$2,500				

COVERAGES	LIMIT OF LIABILITY	PREMIUM
Building	\$160,500	\$3,235.00
Terrorism		\$2.00
TOTAL BUILDING PREMIUM		\$3,237.00

Mortgagee(s)/Lienholder(s)		
Name	Address	Loan Number
Dogwood State Bank	10130 Mallard Creek Rd STE 232 Charlotte, NC 28262-6032	

Additional Interest (Name and Address of Additional Interest)	
Name	Address
Silver Lake Park LLC	1894 Preston White Dr Reston, VA 20191-5433
Jolly Rogers Ocracoke LLC	1894 Preston White Dr Reston, VA 20191-5433

Additional Interest (Name and Address of Additional Interest)	
Name	Address

TOTAL LOCATION PREMIUM	\$3,237.00
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3. 439 Irvin Garrish HWY BLDG Suites, Ocracoke NC 27960-1160

Building 1 Description: 0745 - Hotels and Motels - Without restaurant - Up to 10 Units Suites				
Occupied By	Protection Class	Year Built	Territory Code	Construction Type
Owner Occupied	05	1994	485	Frame
Valuation	Coinsurance	BCEG Code	Windstorm Mitigation	
RC	90	99	None	
DEDUCTIBLES In case of loss we cover only that part of the loss over the deductible stated below:				
Named Storm:			1% / Bldg \$20,702	
All Other Perils:			\$2,500	

COVERAGES	LIMIT OF LIABILITY	PREMIUM
Building	\$2,070,200	\$36,912.00
Terrorism		\$21.00
TOTAL BUILDING PREMIUM		\$36,933.00

Mortgagee(s)/Lienholder(s)		
Name	Address	Loan Number
Dogwood State Bank	10130 Mallard Creek Rd STE 232 Charlotte, NC 28262-6032	

Additional Interest (Name and Address of Additional Interest)	
Name	Address
Silver Lake Park LLC	1894 Preston White Dr Reston, VA 20191-5433
Jolly Rogers Ocracoke LLC	1894 Preston White Dr Reston, VA 20191-5433

TOTAL LOCATION PREMIUM	\$36,933.00
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Building Coverage will increase according to the RS Means Index at Policy's Anniversary.

Endorsements	Form Number and Edition
CPIP Policy Jacket	BCJ 01 04 17
Advisory Notice to Policyholders	NP 00 01 06 20
Notice of Rate Change	NP 00 25 02 24
Building and Personal Property Coverage Form	CP 00 10 10 12
Causes of Loss - Broad Form	CP 10 20 10 12
Commercial Property Conditions	CP 00 90 07 88
North Carolina Changes	CP 01 18 06 23
Exclusion of Loss Due to Virus or Bacteria	CP 01 40 07 06
Calculation of Premium	IL 00 03 09 08
Common Policy Conditions	IL 00 17 11 98
Exclusion of Certain Computer-Related Losses	IL 09 35 07 02
Disclosure Pursuant to Terrorism Risk Insurance Act	IL 09 85 01 15
Multiple Deductible Form	CP 03 20 04 18
Amendatory Endorsement	PF 00 30 12 16
North Carolina Windstorm or Hail Exterior Paint and Waterproofing Exclusion	CP 01 77 04 00
North Carolina - Named Storm Percentage Deductible	CP 03 28 10 12
Exclusion of Loss Due to By-Products of Production or Processing Operations (Rental Properties)	CP 10 34 10 12
Cyber Incident Exclusion	CP 10 75 12 20

Endorsements	Form Number and Edition
Business Income Changes - Beginning of the Period of Restoration	CP 15 56 06 07
Cannabis Exclusion With Hemp Exception	CP 99 04 12 19
Alcoholic Beverages Tax Exclusion	CP 99 10 07 88
Cap on Losses from Certified Acts of Terrorism	IL 09 52 01 15
Notice of Information Practices	RN 00 18 06 17
Disclosure Notice and Rejection or Selection of Certified Acts of Terrorism Insurance Coverage	RN 00 21 07 16



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Silver Lake Property LLC
PO Box 1716
Ocracoke, NC 27960-1716

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To report a claim, using your policy number, visit <https://reportmynccclaim.com/> from your computer or mobile device.

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COMMERCIAL PROPERTY
Building and Personal Property
Coverage Form - Broad

NAMED INSURED/MAILING ADDRESS

Silver Lake Property LLC
PO Box 1716
Ocracoke, NC 27960-1716

PRODUCER

Producer Code: 272338
Towne Insurance Agency LLC
PO BOX 1486
Kitty Hawk, NC 27949
(252) 255-0200

Policy CM00583766-03

- ☐ New
☐ Renewal
☐ Rewrite
☒ Amended Date: 04/11/2025

Policy Bill To: Insured
Installments: Quarterly Direct

POLICY PERIOD:	Effective Date: 07/23/2024	Expiration Date: 07/23/2025	Total Policy Premium: \$34,386.00
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The terms of this policy shall begin at 12:01 AM Eastern Standard Time at the address(es) shown below.

The described location(s) covered by this policy:

1. 410 Irvin Garrish HWY Ocracoke NC 27960-1159
2. 395 Irvin Garrish HWY Ocracoke NC 27960-1160
3. 439 Irvin Garrish HWY BLDG Suites, Ocracoke NC 27960-1160

Explanation of Changes to your Policy

A change was recently made to your policy.

Location 3 - Address Changed From 349 Irvin Garrish HWY BLDG Suites Ocracoke, NC 27960-1160 Hyde to 439 Irvin Garrish HWY BLDG Suites Ocracoke, NC 27960-1160 Hyde.

There is no change in premium for this Endorsement.

Please contact your agency/producer if you have any questions concerning your policy or invoice.

Rating Information:**3. 439 Irvin Garrish HWY BLDG Suites, Ocracoke NC 27960-1160**

Building 1 Description: 0745 - Hotels and Motels - Without restaurant - Up to 10 Units Suites

Occupied By	Protection Class	Year Built	Territory Code	Construction Type
Owner Occupied	05	1994	485	Frame
Valuation	Coinsurance	BCEG Code	Windstorm Mitigation	
RC	90	99	None	

DEDUCTIBLES	In case of loss we cover only that part of the loss over the deductible stated below:
Named Storm:	1% / Bldg \$20,702
All Other Perils:	\$2,500

COVERAGES	LIMIT OF LIABILITY	PREMIUM
Building	\$2,070,200	\$23,207.00
Terrorism		\$21.00
TOTAL BUILDING PREMIUM		\$23,228.00

Mortgagee(s)/Lienholder(s)		
Name	Address	Loan Number
Dogwood State Bank	10130 Mallard Creek Rd STE 232 Charlotte, NC 28262-6032	

Additional Interest (Name and Address of Additional Interest)	
Name	Address
Silver Lake Park LLC	1894 Preston White Dr Reston, VA 20191-5433
Jolly Rogers Ocracoke LLC	1894 Preston White Dr Reston, VA 20191-5433

TOTAL LOCATION PREMIUM	\$23,228.00
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Building Coverage will increase according to the RS Means Index at Policy's Anniversary.

Endorsements	Form Number and Edition
CPIP Policy Jacket	BCJ 01 04 17
Advisory Notice to Policyholders	NP 00 01 06 20
Notice of Rate Change	NP 00 25 02 24
Building and Personal Property Coverage Form	CP 00 10 10 12
Causes of Loss - Broad Form	CP 10 20 10 12
Commercial Property Conditions	CP 00 90 07 88
North Carolina Changes	CP 01 18 06 23
Exclusion of Loss Due to Virus or Bacteria	CP 01 40 07 06
Calculation of Premium	IL 00 03 09 08
Common Policy Conditions	IL 00 17 11 98
Exclusion of Certain Computer-Related Losses	IL 09 35 07 02
Disclosure Pursuant to Terrorism Risk Insurance Act	IL 09 85 01 15
Multiple Deductible Form	CP 03 20 04 18
Amendatory Endorsement	PF 00 30 12 16
North Carolina Windstorm or Hail Exterior Paint and Waterproofing Exclusion	CP 01 77 04 00
North Carolina - Named Storm Percentage Deductible	CP 03 28 10 12
Exclusion of Loss Due to By-Products of Production or Processing Operations (Rental Properties)	CP 10 34 10 12
Cyber Incident Exclusion	CP 10 75 12 20
Business Income Changes - Beginning of the Period of Restoration	CP 15 56 06 07
Cannabis Exclusion With Hemp Exception	CP 99 04 12 19
Alcoholic Beverages Tax Exclusion	CP 99 10 07 88
Cap on Losses from Certified Acts of Terrorism	IL 09 52 01 15
Notice of Information Practices	RN 00 18 06 17
Disclosure Notice and Rejection or Selection of Certified Acts of Terrorism Insurance Coverage	RN 00 21 07 16



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PRODUCER

Producer Code: 272338
Towne Insurance Agency LLC
PO BOX 1486
Kitty Hawk, NC 27949
(252) 255-0200

Policy CM00583766-03

- ☐ New
☐ Renewal
☐ Rewrite
☒ Amended Date: 02/18/2025

Policy Bill To: Insured
Installments: Quarterly Direct

POLICY PERIOD:	Effective Date: 07/23/2024	Expiration Date: 07/23/2025	Total Policy Premium: \$34,386.00
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The terms of this policy shall begin at 12:01 AM Eastern Standard Time at the address(es) shown below.

The described location(s) covered by this policy:

1. 410 Irvin Garrish HWY Ocracoke NC 27960-1159
2. 395 Irvin Garrish HWY Ocracoke NC 27960-1160
3. 349 Irvin Garrish HWY BLDG Suites, Ocracoke NC 27960-1160

Explanation of Changes to your Policy

A change was recently made to your policy.

Insured Mailing Address Changed From 436 Springvale Rd Great Falls, VA 22066-3430 to PO Box 1716 Ocracoke, NC 27960-1716.

There is no change in premium for this Endorsement.

Please contact your agency/producer if you have any questions concerning your policy or invoice.

Endorsements	Form Number and Edition
CPIP Policy Jacket	BCJ 01 04 17
Advisory Notice to Policyholders	NP 00 01 06 20
Notice of Rate Change	NP 00 25 02 24
Building and Personal Property Coverage Form	CP 00 10 10 12

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Silver Lake Property LLC
436 Springvale Rd
Great Falls, VA 22066-3430

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Producer Code: 272338
Towne Insurance Agency LLC
PO BOX 1486
Kitty Hawk, NC 27949
(252) 255-0200

Policy CM00583766-03

- ☐ New
☐ Renewal
☐ Rewrite
☒ Amended Date: 09/04/2024

Policy Bill To: Insured
Installments: Quarterly Direct

POLICY PERIOD:	Effective Date: 07/23/2024	Expiration Date: 07/23/2025	Total Policy Premium: \$41,751.00
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The terms of this policy shall begin at 12:01 AM Eastern Standard Time at the address(es) shown below.

The described location(s) covered by this policy:

1. 410 Irvin Garrish HWY Ocracoke NC 27960-1159
2. 395 Irvin Garrish HWY Ocracoke NC 27960-1160
3. 349 Irvin Garrish HWY Ocracoke NC 27960-1160

Explanation of Changes to your Policy

A change was recently made to your policy.

Insured Mailing Address Changed From 1894 Preston White Dr Reston, VA 20191-5433 to 436 Springvale Rd Great Falls, VA 22066-3430.

Primary Phone Changed From (703) 856-5333 to (703) 544-9202.

Email Changed From None to wpark@park-law.com.

Delivery Preference Changed From No Preference to Mail.

There is no change in premium for this Endorsement.

Please contact your agency/producer if you have any questions concerning your policy or invoice.

Endorsements	Form Number and Edition
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Endorsements	Form Number and Edition
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Silver Lake Property LLC
1894 Preston White Dr
Reston, VA 20191-5433

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COMMERCIAL POLICY

NORTH CAROLINA INSURANCE UNDERWRITING ASSOCIATION

P.O. Box 8009

Cary, North Carolina 27512



THIS "POLICY" CONSISTS OF THE POLICY JACKET AND ASSOCIATED DECLARATIONS, COMMERCIAL FORMS AND ENDORSEMENTS ISSUED, IF ANY, AND SOMETIMES MAY BE REFERRED TO AS THE "COMMERCIAL PROPERTY COVERAGE PART."

NOTICE OF NON-COVERAGE

WARNING: THIS PROPERTY INSURANCE POLICY DOES NOT PROTECT YOU AGAINST LOSSES FROM FLOODS, EARTHQUAKES, MUDSLIDES, MUDFLOWS OR LANDSLIDES. YOU SHOULD CONTACT YOUR INSURANCE COMPANY OR AGENT TO DISCUSS YOUR OPTIONS FOR OBTAINING COVERAGE FOR THESE LOSSES. THIS IS NOT A COMPLETE LISTING OF ALL THE CAUSES OF LOSSES NOT COVERED UNDER YOUR POLICY. YOU SHOULD READ YOUR ENTIRE POLICY TO UNDERSTAND WHAT IS COVERED AND WHAT IS NOT COVERED.

THIS IS AN ACTUAL CASH VALUE POLICY UNLESS OTHERWISE ENDORSED, AND MAY BE SUBJECT TO A COINSURANCE CLAUSE. THE POLICY IS SUBJECT TO A DEDUCTIBLE CLAUSE. YOU SHOULD REVIEW ALL PARTS OF YOUR POLICY CAREFULLY.

NOTICE TO POLICYHOLDER

This policy is a legal contract between you and us. All notices, process or other communications required by or in connection with the policy shall be given to the North Carolina Insurance Underwriting Association at its office in Cary, North Carolina, identified below and in accordance with the terms of the policy.

This policy conforms with the laws for the State of North Carolina. Any questions you may have regarding claims under the policy, policy provisions or any servicing problem should be directed to:

1. Your insurance agent; or
2. North Carolina Insurance Underwriting Association
Telephone (919) 821-1299 (toll free in N.C. only 1-800-662-7048)
P.O. Box 8009
Cary, North Carolina 27512

Your state insurance department, which has regulatory authority, also is ready to be of assistance to you in matters of insurance. Direct your inquiries to N.C. Department of Insurance, Consumer Division, 1201 Mail Service Center, Raleigh, N.C. 27699-1201. Telephone (919) 807-6750 or toll free (N.C. only) 1-800-546-5664.

Wherever the term "Company" appears in the policy, it shall be construed to apply to the North Carolina Insurance Underwriting Association.

PLEASE READ YOUR POLICY CAREFULLY

YOUR POLICY QUICK REFERENCE:

DECLARATIONS PAGE

Your Name – Persons or Entities Insured
Location of Insured Property
Policy Period
Coverages
Amounts of Insurance
Deductible

PLEASE REFER TO YOUR COVERAGE FORMS FOR SPECIFIC COVERAGES

Coverages
Covered Cause of Loss
Exclusions and Limitations
Limits of Insurance
Deductibles (See Declarations)
Cancellation Common Policy Condition
Common Policy Conditions
Loss Conditions
Additional Conditions (See Declarations)
Definitions (See Declarations)

THERE MAY BE STATE AMENDATORY OR OPTIONAL ENDORSEMENTS

**IN WITNESS WHEREOF, this company has executed these presents.
NORTH CAROLINA INSURANCE UNDERWRITING ASSOCIATION**

Gina Hardy, General Manager

**NORTH CAROLINA
COMMERCIAL PROGRAM
*NOTICE TO POLICYHOLDERS***

NOTICE OF RATE CHANGE – NORTH CAROLINA

The premium for this policy reflects changes in rates applicable to North Carolina placed into effect February 1, 2024, under the provisions of Articles 45 and 46, Chapter 58 of North Carolina General Statutes.

If your coverage and/or pricing are of concern, there may be other options that your Insurance Producer could discuss with you, such as optional policy forms and deductible modifications. You should direct any questions you have regarding this policy to the Insurance Producer listed on the Policy Declaration.

This Notice to the Policyholder is only a summary for your information, and neither expands nor reduces coverage. The provisions of your policy and any attached endorsements govern coverage in the event of a loss.

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DECLARATIONS PAGE

COMMERCIAL PROPERTY
Building and Personal Property
Coverage Form - Broad

NAMED INSURED/MAILING ADDRESS

Silver Lake Property LLC
1894 Preston White Dr
Reston, VA 20191-5433

PRODUCER**Producer Code: 272338**

Towne Insurance Agency LLC
PO BOX 1486
Kitty Hawk, NC 27949
(252) 255-0200

Policy CM00583766-03

- ☐ New
☒ Renewal
☐ Rewrite
☐ Amended Date:

Policy Bill To: Insured**Installments: Quarterly Direct**

This is not a bill. Policy billing will be sent separately.

This policy is not effective until premium payment is received by the NCIUA on or before 07/23/2024.

If premium payment is not received on or before that date, then this policy will not become effective.

POLICY PERIOD:	Effective Date: 07/23/2024	Expiration Date: 07/23/2025	Total Policy Premium: \$41,751.00
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The terms of this policy shall begin at 12:01 AM Eastern Standard Time at the address(es) shown below.

We will provide the insurance described in this policy in return for the premium and compliance with all applicable policy provisions. Coverage is provided where a premium or limit of liability is shown for the coverages.

The described location(s) covered by this policy:

1. 410 Irvin Garrish HWY Ocracoke NC 27960-1159
2. 395 Irvin Garrish HWY Ocracoke NC 27960-1160
3. 349 Irvin Garrish HWY Ocracoke NC 27960-1160

Rating Information:

1. 410 Irvin Garrish HWY Ocracoke NC 27960-1159

**Building 1 Description: 0542 - Restaurants - With cooking
Restaurant**

Occupied By	Protection Class	Year Built	Territory Code	Construction Type
Owner Occupied	05	1987	485	Frame
Valuation	Coinsurance	BCEG Code	Windstorm Mitigation	
RC	90	99	None	
DEDUCTIBLES <div>In case of loss we cover only that part of the loss over the deductible stated below: Named Storm: 1% / Bldg \$3,300 All Other Perils: \$2,500</div>				

COVERAGES	LIMIT OF LIABILITY	PREMIUM
Building	\$330,000	\$5,650.00
Business Income - Monthly Limit of Indemnity	\$20,000 See Schedule Below	\$390.00
Terrorism		\$4.00
TOTAL BUILDING PREMIUM		\$6,044.00

Business Income Schedule				
Limit	Extra Expense	Rental Value	Type of Risk	Period of Restoration
\$20,000	Yes	Business Income including rental value	Mercantile - Non Manufacturing	0 Hours
Monthly Limit of Indemnity				
1/4				

Mortgagee(s)/Lienholder(s)		
Name	Address	Loan Number
Dogwood State Bank	10130 Mallard Creek Rd STE 232 Charlotte, NC 28262-6032	

Additional Interest (Name and Address of Additional Interest)	
Name	Address
Silver Lake Park LLC	1894 Preston White Dr Reston, VA 20191-5433
Jolly Rogers Ocracoke LLC	1894 Preston White Dr Reston, VA 20191-5433

Building 2 Description: 0567 - Contractors NOC - Equipment storage Water Heater Shed				
Occupied By	Protection Class	Year Built	Territory Code	Construction Type
LRO	05	1994	485	Frame
Valuation	Coinsurance	BCEG Code	Windstorm Mitigation	
ACV	90	99	None	
DEDUCTIBLES In case of loss we cover only that part of the loss over the deductible stated below: Named Storm: 1% / Bldg \$511, Personal Property \$300 All Other Perils: \$2,500				

COVERAGES	LIMIT OF LIABILITY	PREMIUM
Building	\$51,100	\$912.00
Personal Property	\$30,000	\$407.00
Terrorism		\$2.00
TOTAL BUILDING PREMIUM		\$1,321.00

Mortgagee(s)/Lienholder(s)		
Name	Address	Loan Number
Dogwood State Bank	10130 Mallard Creek Rd STE 232 Charlotte, NC 28262-6032	

Additional Interest (Name and Address of Additional Interest)	
Name	Address
Silver Lake Park LLC	1894 Preston White Dr Reston, VA 20191-5433
Jolly Rogers Ocracoke LLC	1894 Preston White Dr Reston, VA 20191-5433

Building 3 Description: 0567 - Mercantile NOC - Sole occupant - Risks having moderate susceptibility personal property - Not large area (15,000 sq. ft. or less) Dining Pavilion				
Occupied By	Protection Class	Year Built	Territory Code	Construction Type
LRO	05	1987	485	Frame
Valuation	Coinsurance	BCEG Code	Windstorm Mitigation	
ACV	90	99	None	
DEDUCTIBLES In case of loss we cover only that part of the loss over the deductible stated below: Named Storm: 1% / Bldg \$1,605 All Other Perils: \$2,500				

COVERAGES	LIMIT OF LIABILITY	PREMIUM
Building	\$160,500	\$2,234.00
Terrorism		\$2.00
TOTAL BUILDING PREMIUM		\$2,236.00

Mortgagee(s)/Lienholder(s)		
Name	Address	Loan Number
Dogwood State Bank	10130 Mallard Creek Rd STE 232 Charlotte, NC 28262-6032	

Additional Interest (Name and Address of Additional Interest)	
Name	Address
Silver Lake Park LLC	1894 Preston White Dr Reston, VA 20191-5433
Jolly Rogers Ocracoke LLC	1894 Preston White Dr Reston, VA 20191-5433

TOTAL LOCATION PREMIUM	\$9,601.00
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2. 395 Irvin Garrish HWY Ocracoke NC 27960-1160

Building 1 Description: 0746 - Hotels and Motels - Without restaurant - 11 to 30 Units Motel				
Occupied By	Protection Class	Year Built	Territory Code	Construction Type
Owner Occupied	05	1984	485	Frame
Valuation	Coinsurance	BCEG Code	Windstorm Mitigation	
RC	90	99	None	
DEDUCTIBLES <div>In case of loss we cover only that part of the loss over the deductible stated below: <div>Named Storm:1% / Bldg \$7,902 All Other Perils:\$2,500</div></div>				

COVERAGES	LIMIT OF LIABILITY	PREMIUM
Building	\$790,200	\$8,914.00
Terrorism		\$8.00
TOTAL BUILDING PREMIUM		\$8,922.00

Mortgagee(s)/Lienholder(s)		
Name	Address	Loan Number
Dogwood State Bank	10130 Mallard Creek Rd STE 232 Charlotte, NC 28262-6032	

Additional Interest (Name and Address of Additional Interest)	
Name	Address
Silver Lake Park LLC	1894 Preston White Dr Reston, VA 20191-5433
Jolly Rogers Ocracoke LLC	1894 Preston White Dr Reston, VA 20191-5433

TOTAL LOCATION PREMIUM	\$8,922.00
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3. 349 Irvin Garrish HWY Ocracoke NC 27960-1160

Building 1 Description: 0745 - Hotels and Motels - Without restaurant - Up to 10 Units Motel				
Occupied By	Protection Class	Year Built	Territory Code	Construction Type
Owner Occupied	05	1994	485	Frame
Valuation	Coinsurance	BCEG Code	Windstorm Mitigation	
RC	90	99	None	
DEDUCTIBLES <div>In case of loss we cover only that part of the loss over the deductible stated below:<div><div>Named Storm:</div><div>1% / Bldg \$20,702</div></div><div><div>All Other Perils:</div><div>\$2,500</div></div></div>				

COVERAGES	LIMIT OF LIABILITY	PREMIUM
Building	\$2,070,200	\$23,207.00
Terrorism		\$21.00
TOTAL BUILDING PREMIUM		\$23,228.00

Mortgagee(s)/Lienholder(s)		
Name	Address	Loan Number
Dogwood State Bank	10130 Mallard Creek Rd STE 232 Charlotte, NC 28262-6032	

Additional Interest (Name and Address of Additional Interest)	
Name	Address
Silver Lake Park LLC	1894 Preston White Dr Reston, VA 20191-5433
Jolly Rogers Ocracoke LLC	1894 Preston White Dr Reston, VA 20191-5433

TOTAL LOCATION PREMIUM	\$23,228.00
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Building Coverage will increase according to the RS Means Index at Policy's Anniversary.

Endorsements	Form Number and Edition
CPIP Policy Jacket	BCJ 01 04 17
Advisory Notice to Policyholders	NP 00 01 06 20
Notice of Rate Change	NP 00 25 02 24
Building and Personal Property Coverage Form	CP 00 10 10 12
Causes of Loss - Broad Form	CP 10 20 10 12

Endorsements	Form Number and Edition
Commercial Property Conditions	CP 00 90 07 88
North Carolina Changes	CP 01 18 06 23
Exclusion of Loss Due to Virus or Bacteria	CP 01 40 07 06
Calculation of Premium	IL 00 03 09 08
Common Policy Conditions	IL 00 17 11 98
Exclusion of Certain Computer-Related Losses	IL 09 35 07 02
Disclosure Pursuant to Terrorism Risk Insurance Act	IL 09 85 01 15
Multiple Deductible Form	CP 03 20 04 18
Amendatory Endorsement	PF 00 30 12 16
Business Income (and Extra Expense) Coverage Form	CP 00 30 10 12
North Carolina Windstorm or Hail Exterior Paint and Waterproofing Exclusion	CP 01 77 04 00
North Carolina - Named Storm Percentage Deductible	CP 03 28 10 12
Exclusion of Loss Due to By-Products of Production or Processing Operations (Rental Properties)	CP 10 34 10 12
Cyber Incident Exclusion	CP 10 75 12 20
Business Income Changes - Beginning of the Period of Restoration	CP 15 56 06 07
Cannabis Exclusion With Hemp Exception	CP 99 04 12 19
Alcoholic Beverages Tax Exclusion	CP 99 10 07 88
Cap on Losses from Certified Acts of Terrorism	IL 09 52 01 15
Notice of Information Practices	RN 00 18 06 17
Disclosure Notice and Rejection or Selection of Certified Acts of Terrorism Insurance Coverage	RN 00 21 07 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE CINCINNATI SPECIALTY UNDERWRITERS INSURANCE COMPANY

P.O. Box 145496, CINCINNATI, OH 45250-5496

POLICY CHANGE ENDORSEMENT

Attached to and forming part of POLICY NUMBER: CSU0181832

Policy Change Endorsement Number: 1

NAMED INSURED AND MAILING ADDRESS:

Silver Lake Property, LLC
Refer to Named Insured Schedule CSIA 409
436 SPRINGVALE RD
GREAT FALLS VA 22066

PRODUCER - Your contact for matters pertaining to this policy:

Towne Insurance Agency, LLC
P.O. Box 1486
Kitty Hawk NC 27949

32-132

Broker: 1897317
CSU Producer Resources, Inc.
6200 South Gilmore Road
Fairfield, OH 45014-5141
Scott Hintze

Effective Date of Policy Change: 01/19/2025

Signature of authorized representative or countersignature,
where applicable:

	ADDITIONAL PREMIUM	RETURN PREMIUM
Policy Change Premium	\$.00	\$3.00
Terrorism Risk Insurance Extension Act	\$.00	\$48.00
Surplus lines taxes	\$.00	\$2.55
Stamping fee	\$.00	\$.16
Other taxes or fees	\$.00	\$.00
TOTAL DUE:	\$.00	\$53.71

NET TOTAL	\$.00	\$53.71
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THIS IS NOT A BILL. You will receive a separate invoice if a premium charge or return is due.

TYPE OF CHANGE	COVERAGE	DESCRIPTION
Add	Forms	Adding form CSIA300 - Exclusion Of Certified Acts And Other Acts Of Terrorism
Delete	Forms	Deleting form CSIA417 - Cap On Losses From Certified Acts Of Terrorism

The policy is changed as described in this endorsement. All other terms and conditions are unchanged.



The Cincinnati Specialty Underwriters Insurance Company

A Stock Insurance Company

Headquarters: 6200 S. Gilmore Road, Fairfield, OH 45014-5141

Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496

www.cinfin.com ■ 513-870-2000

COMMON POLICY DECLARATIONS

POLICY NUMBER: CSU0181832

PREVIOUS POLICY NUMBER: CSU0181832

NAMED INSURED AND MAILING ADDRESS:

Silver Lake Property, LLC

Refer to Named Insured Schedule CSIA409

436 SPRINGVALE RD

GREAT FALLS VA 22066

PRODUCER - Your contact for matters pertaining to this policy: 32-132

Towne Insurance Agency, LLC

P.O. Box 1486

Kitty Hawk NC 27949

Surplus Lines Broker:
1897317

CSU Producer Resources, Inc.
6200 South Gilmore Road
Fairfield, OH 45014-5141
Scott Hintze

Policy Period: From 01/19/2025 To 01/19/2026 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

Form of Business:

☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture ☒ Limited Liability Company ☐ Other

Business Description: Lessors Risk

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

COVERAGE PARTS	PREMIUM
DEPOSIT PREMIUM	
Commercial General Liability	\$ 5,067.00
Terrorism Risk Insurance Extension Act	Excluded
TOTAL POLICY PREMIUM	\$ 5,067.00
CANCELLATION MINIMUM EARNED PREMIUM IS 25.0% OF TOTAL POLICY PREMIUM.	
Broker Fee	\$ 50.00
Surplus Lines Taxes	\$ 253.35
Stamping Fee	\$ 15.20
Other Taxes or Fees	N/A
TOTAL	\$ 5,385.55

Premium is subject to annual audit: ☐ Yes ☒ No

NOTICE TO POLICYHOLDER:

The insurance company with which this coverage has been placed is not licensed by the State of North Carolina and is not subject to its supervision. In the event of the insolvency of the insurance company, losses under this policy will not be paid by any State insurance guaranty or solvency fund.

Billing Method: Direct Bill

THIS IS NOT A BILL. You will receive a separate invoice if a premium charge or return is due.

FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY AT TIME OF ISSUE:

Refer to Forms and Endorsements Schedule CSIA406

THIS COMMON POLICY DECLARATIONS AND THE SUPPLEMENTAL DECLARATION(S) TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORM(S) AND ENDORSEMENT(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Signed by: _____ Date _____
(Authorized representative or countersignature, where applicable)

Forms and Endorsements Schedule

POLICY NUMBER: CSU0181832

POLICY EFFECTIVE DATE: 01/19/2025

NAMED INSURED: Silver Lake Property, LLC

FORMS APPLICABLE

Forms Applicable - Common Forms

CSIA411 (01/11)	Policy Change Endorsement
CSIA501 (07/14)	Common Policy Declarations
CSIA409 (01/08)	Named Insured Schedule
CSIA410 (03/08)	Notice to Policyholders
CSIA448 (09/20)	Policyholder Notice Terrorism Insurance Coverage
CSIA403 (11/17)	Special Provisions - Premium
CSIA404 (08/07)	Service of Suit
CSIA464 (02/23)	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policy
CSIA301 (02/23)	War Exclusion
CSIA300 (01/15)	Exclusion Of Certified Acts And Other Acts Of Terrorism

Forms Applicable - Commercial General Liability

CSGA501 (04/08)	Commercial General Liability Coverage Part Declarations
CSGA403 (10/07)	Liability Premises Schedule
CSGA408 (04/08)	Commercial General Liability Classification and Premium Schedule
CG0001TOC (04/13)	Commercial General Liability Coverage Form Table of Contents
CG0001 (04/13)	Commercial General Liability Coverage Form
CSGA401TOC (02/13)	Changes to Commercial General Liability Coverage Form Table of Contents
CSGA401 (02/13)	Changes to Commercial General Liability Coverage Form
CG2018 (12/19)	Additional Insured - Mortgagee, Assignee or Receiver
CG2018 (12/19)	Additional Insured - Mortgagee, Assignee or Receiver
CG2018 (12/19)	Additional Insured - Mortgagee, Assignee or Receiver
CG0300 (01/96)	Deductible Liability Insurance

Forms and Endorsements Schedule

POLICY NUMBER: CSU0181832

POLICY EFFECTIVE DATE: 01/19/2025

NAMED INSURED: Silver Lake Property, LLC

FORMS APPLICABLE

Forms Applicable - Commercial General Liability

CG2150 (04/13)	Amendment of Liquor Liability Exclusion
CG2196 (03/05)	Silica Or Silica-Related Dust Exclusion
CSGA306 (04/20)	Exclusion - Communicable Disease, Contagious Disease or Infectious Disease
CG2426 (04/13)	Amendment of Insured Contract Definition
CSGA418 (06/08)	Amendment of Pollutants Definition
CSGA361 (06/08)	Exclusion - Fungi or Bacteria
CSGA439 (11/08)	Amendment of Duties in the Event of Occurrence Offense Claim or Suit Condition
CG2147 (12/07)	Employment-Related Practices Exclusion
CSGA4102 (07/19)	Limitation of Coverage to Designated Premises
CSGA3195 (11/22)	Exclusion - Perfluorinated Compounds (PFC) and Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)
CG2185 (12/23)	Exclusion - Electronic Data - Deletion of Bodily Injury Exception
CSGA3205 (06/23)	Exclusion - Cyber Liability
CSGA3206 (06/23)	Exclusion - Privacy Violation Liability
CSGA301 (02/21)	Exclusion - Assault or Battery
CG2149 (09/99)	Total Pollution Exclusion Endorsement
CSGA364 (06/08)	Exclusion - Coverage C - Medical Payments
IL0017 (11/98)	Common Policy Conditions
IL0021 (09/08)	Nuclear Energy Liability Exclusion Endorsement
CSLL348 (01/08)	Limitation - No Stacking of Limits of Insurance
IL0003 (09/08)	Calculation of Premium

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS AND OTHER ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

All Commercial Lines Coverage Parts, Coverage Forms, Policies and Endorsements except Medical Professional Liability (professional liability forms insuring dentists, optometrists, nurses, and nursing homes, among others)

A. The following definitions are added with respect to the provisions of this endorsement:

1. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

2. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce the civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism".

B. The following exclusion is added:

EXCLUSION OF CERTIFIED ACTS AND OTHER ACTS OF TERRORISM

We will not pay for any loss, injury or damage caused directly or indirectly by a "certified act of terrorism" or an "other act of terrorism". Such loss or damage is excluded regardless

of any other cause or event that contributes concurrently or in any sequence to the loss.

But with respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:

1. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials;
2. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials;
3. The total of insured damage to all types of property in the United States, its territories and possessions, Puerto Rico and Canada exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions. Multiple incidents of "other acts of terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident;
4. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death;

- b. Protracted and obvious physical disfigurement; or
- c. Protracted loss of or impairment of the function of a bodily member or organ; or

- 5. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination.

Paragraphs **B.3.** and **B.4.** immediately preceding, describe the threshold used to measure the magnitude of an "other act of terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an "other act of terrorism", there is no coverage under this Coverage Part, Coverage Form, Policy or Endorsement, except as provided in this Endorsement.

However, Paragraph **B.4.** immediately preceding, is not to be used as a threshold to measure the magnitude of an "other act of terrorism" for the purposes of determining if this exclusion applies to a Commercial Property Coverage Part, Commercial Inland Marine Coverage Part, Machinery and Equipment Coverage Part, Commercial Crime Coverage Form, Commercial Crime Policy, Employee Theft and Forgery Policy, Farm Property Coverage Part, Government Crime Coverage Form, Government Crime Policy, Standard Property Policy, or Section **I** of the Businessowners Package Policy.

C. Exception Covering Certain Fire Losses

The following modifies insurance provided under the following: Commercial Inland Marine Coverage Part, Commercial Property Coverage Part, Farm Coverage Part and Standard Property Policy.

If a "certified act of terrorism" or an "other act of terrorism" causes fire damage to property that is subject to the Standard Fire Policy in a state that utilizes the Standard Fire Policy as its minimum fire coverage standard, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverages, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

With respect to fire resulting from any one or more "certified acts of terrorism" under the federal Terrorism Risk Insurance Act, we will not pay any amounts for which we are not responsible under the terms of that Act (includ-

ing subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

This Section **C.** does not apply to:

- 1. A Coverage Part for a "certified act of terrorism" or "other act of terrorism" that occurs in a state that allows an exception for fire resulting from terrorism; or
- 2. An Inland Marine Coverage Part for a "certified act of terrorism" or "other act of terrorism" that occurs in a state that allows a commercial inland marine exception,

to its Standard Fire Policy minimum fire coverage regulations.

D. Exception Covering Minimum Financial Responsibility

The following applies to the Business Auto Coverage Form, Business Auto Physical Damage Coverage Form, Garage Coverage Form, Motor Carrier Coverage Form, Single Interest Automobile Physical Damage Insurance Policy and Truckers Coverage Form if they are included in, or are part of, this Policy and if the "certified act of terrorism" or "other act of terrorism" causes loss in a state that requires compulsory or financial responsibility minimum limits apply to excluded acts of terrorism:

The exclusion stated in Section **B.** of this endorsement does not apply to:

- 1. Liability or Personal Injury Protection Coverage, but only up to the state compulsory or financial responsibility law minimum limits of insurance for each coverage; and
- 2. Uninsured and/or Underinsured Motorists Coverage, if applicable, but only up to the minimum statutory permitted limits of insurance for each coverage.

E. Application of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part, Coverage Form, Policy or endorsement such as losses excluded by:

- 1. Exclusions that address war, warlike action, insurrection, rebellion, revolution, military action, nuclear hazard, nuclear materials, nuclear reaction, radiation, or radioactive contamination;

2. Exclusions that address pollutants, contamination, deterioration, fungi or bacteria; or

3. Any other exclusion,

regardless if the "certified act of terrorism" or "other act of terrorism" contributes concurrently or in any sequence to the loss, injury or damage.

F. Conformity With Statute

If any terms or conditions of this endorsement are in conflict with the laws of the jurisdiction under which this policy is construed, then such terms and conditions will be deemed changed to conform with such laws, but only to the ex-

tent that such terms and conditions are otherwise covered by the Coverage Part, Coverage Form, Policy or Endorsement to which this endorsement applies.

G. Supersession

The exclusions for acts of terrorism in this endorsement supersede any offers of terrorism coverage.

H. Sunset Clause

If the federal Terrorism Risk Insurance Act expires or is repealed, then this endorsement is null and void for any act of terrorism except "other acts of terrorism" that takes place after the expiration or repeal of the Act.

Commercial General Liability Classification and Premium Schedule

POLICY NUMBER: CSU0181832

POLICY EFFECTIVE DATE: 01/19/2025

NAMED INSURED: Silver Lake Property, LLC

LOC NO.	CLASSIFICATION	CODE NO.	PREMIUM BASE A - Area B - Payroll S - Gross Sales U -Units	RATE		DEPOSIT PREMIUM	
				Premises Operations and All Other	Products/ Completed Operations	Premises Operations and All Other	Products/ Completed Operations
1	Buildings or Premises - bank or office - mercantile or manufacturing (Lessor's risk only) (For-Profit)	61212	A, 1862	203.786		\$379	
1	Boat Storage and Moorage	10105	B, 24800	7.000		\$174	
2	Buildings or Premises - bank or office - mercantile or manufacturing (Lessor's risk only) (For-Profit)	61212	A, 5148	203.786		\$1,049	
3	Buildings or Premises - bank or office - mercantile or manufacturing (Lessor's risk only) (For-Profit)	61212	A, 15822	203.786		\$3,224	
	PPF					\$241	



The Cincinnati Specialty Underwriters Insurance Company

A Stock Insurance Company

Headquarters: 6200 S. Gilmore Road, Fairfield, OH 45014-5141

Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496

www.cinfin.com ■ 513-870-2000

COMMON POLICY DECLARATIONS

POLICY NUMBER: CSU0181832

PREVIOUS POLICY NUMBER: CSU0181832

NAMED INSURED AND MAILING ADDRESS:

Silver Lake Property, LLC

Refer to Named Insured Schedule CSIA409

436 SPRINGVALE RD

GREAT FALLS VA 22066

PRODUCER - Your contact for matters pertaining to this policy: 32-132

Towne Insurance Agency, LLC

P.O. Box 1486

Kitty Hawk NC 27949

Surplus Lines Broker:
1897317

CSU Producer Resources, Inc.
6200 South Gilmore Road
Fairfield, OH 45014-5141
Scott Hintze

Policy Period: From 01/19/2025 To 01/19/2026 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

Form of Business:

☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture ☒ Limited Liability Company ☐ Other

Business Description: Lessors Risk

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

COVERAGE PARTS	PREMIUM
DEPOSIT PREMIUM	
Commercial General Liability	\$ 5,070.00
Terrorism Risk Insurance Extension Act	\$ 48.00
TOTAL POLICY PREMIUM	\$ 5,118.00
CANCELLATION MINIMUM EARNED PREMIUM IS 25.0% OF TOTAL POLICY PREMIUM.	
Broker Fee	\$ 50.00
Surplus Lines Taxes	\$ 255.90
Stamping Fee	\$ 15.36
Other Taxes or Fees	N/A
TOTAL	\$ 5,439.26

Premium is subject to annual audit: ☐ Yes ☒ No

NOTICE TO POLICYHOLDER:

The insurance company with which this coverage has been placed is not licensed by the State of North Carolina and is not subject to its supervision. In the event of the insolvency of the insurance company, losses under this policy will not be paid by any State insurance guaranty or solvency fund.

Billing Method: Direct Bill

THIS IS NOT A BILL. You will receive a separate invoice if a premium charge or return is due.

FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY AT TIME OF ISSUE:

Refer to Forms and Endorsements Schedule CSIA406

THIS COMMON POLICY DECLARATIONS AND THE SUPPLEMENTAL DECLARATION(S) TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORM(S) AND ENDORSEMENT(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Signed by: _____ Date _____
(Authorized representative or countersignature, where applicable)

POLICY NUMBER CSU0181832

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED SCHEDULE

This Schedule supplements the Declarations.

SCHEDULE

Named Insured: **Silver Lake Property, LLC**

Forms and Endorsements Schedule

POLICY NUMBER: CSU0181832

POLICY EFFECTIVE DATE: 01/19/2025

NAMED INSURED: Silver Lake Property, LLC

FORMS APPLICABLE

Forms Applicable - Common Forms

CSIA501 (07/14)	Common Policy Declarations
CSIA409 (01/08)	Named Insured Schedule
CSIA410 (03/08)	Notice to Policyholders
CSIA417 (01/15)	Cap On Losses From Certified Acts Of Terrorism
CSIA448 (09/20)	Policyholder Notice Terrorism Insurance Coverage
CSIA403 (11/17)	Special Provisions - Premium
CSIA404 (08/07)	Service of Suit
CSIA464 (02/23)	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policy
CSIA301 (02/23)	War Exclusion

Forms Applicable - Commercial General Liability

CSGA501 (04/08)	Commercial General Liability Coverage Part Declarations
CSGA403 (10/07)	Liability Premises Schedule
CSGA408 (04/08)	Commercial General Liability Classification and Premium Schedule
CG0001TOC (04/13)	Commercial General Liability Coverage Form Table of Contents
CG0001 (04/13)	Commercial General Liability Coverage Form
CSGA401TOC (02/13)	Changes to Commercial General Liability Coverage Form Table of Contents
CSGA401 (02/13)	Changes to Commercial General Liability Coverage Form
CG2018 (12/19)	Additional Insured - Mortgagee, Assignee or Receiver
CG2018 (12/19)	Additional Insured - Mortgagee, Assignee or Receiver
CG2018 (12/19)	Additional Insured - Mortgagee, Assignee or Receiver
CG0300 (01/96)	Deductible Liability Insurance
CG2150 (04/13)	Amendment of Liquor Liability Exclusion

Forms and Endorsements Schedule

POLICY NUMBER: CSU0181832

POLICY EFFECTIVE DATE: 01/19/2025

NAMED INSURED: Silver Lake Property, LLC

FORMS APPLICABLE

Forms Applicable - Commercial General Liability

CG2196 (03/05)	Silica Or Silica-Related Dust Exclusion
CSGA306 (04/20)	Exclusion - Communicable Disease, Contagious Disease or Infectious Disease
CG2426 (04/13)	Amendment of Insured Contract Definition
CSGA418 (06/08)	Amendment of Pollutants Definition
CSGA361 (06/08)	Exclusion - Fungi or Bacteria
CSGA439 (11/08)	Amendment of Duties in the Event of Occurrence Offense Claim or Suit Condition
CG2147 (12/07)	Employment-Related Practices Exclusion
CSGA4102 (07/19)	Limitation of Coverage to Designated Premises
CSGA3195 (11/22)	Exclusion - Perfluorinated Compounds (PFC) and Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)
CG2185 (12/23)	Exclusion - Electronic Data - Deletion of Bodily Injury Exception
CSGA3205 (06/23)	Exclusion - Cyber Liability
CSGA3206 (06/23)	Exclusion - Privacy Violation Liability
CSGA301 (02/21)	Exclusion - Assault or Battery
CG2149 (09/99)	Total Pollution Exclusion Endorsement
CSGA364 (06/08)	Exclusion - Coverage C - Medical Payments
IL0017 (11/98)	Common Policy Conditions
IL0021 (09/08)	Nuclear Energy Liability Exclusion Endorsement
CSLL348 (01/08)	Limitation - No Stacking of Limits of Insurance
IL0003 (09/08)	Calculation of Premium

THE CINCINNATI SPECIALTY UNDERWRITERS INSURANCE COMPANY

NOTICE TO POLICYHOLDERS

Please be advised that in your application for insurance you disclosed information to The Cincinnati Specialty Underwriters Insurance Company, a subsidiary of The Cincinnati Insurance Company. The information disclosed in the application and all information collected by this company or The Cincinnati Insurance Company, The Cincinnati Casualty Company or The Cincinnati Indemnity Company may be shared among all four companies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

All Commercial Lines Coverage Parts, Coverage Forms, Policies and Endorsements subject to the federal Terrorism Risk Insurance Act and any amendments and extensions thereto

- A.** The following definition is added with respect to the provisions of this endorsement:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

- B. Cap On Losses from Certified Acts of Terrorism**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that ex-

ceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

- C. Application of Other Exclusions**

The terms and limitations of any terrorism exclusion, or the inapplicability, omission or absence of a terrorism exclusion, does not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part, Coverage Form, Policy or Endorsement such as losses excluded by:

1. Exclusions that address war, warlike action, insurrection, rebellion, revolution, military action, nuclear hazard, nuclear materials, nuclear reaction, radiation, or radioactive contamination;
2. Exclusions that address pollutants, contamination, deterioration, fungi or bacteria; or
3. Any other exclusion,

regardless if the "certified act of terrorism" contributes concurrently or in any sequence to the loss.

- D. Sunset Clause**

If the federal Terrorism Risk Insurance Act expires or is repealed, then this endorsement is null and void for any act of terrorism that takes place after the expiration or repeal of the Act.

POLICYHOLDER NOTICE

TERRORISM INSURANCE COVERAGE

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

Your policy may contain coverage for certain losses caused by terrorism.

Premium:

In accordance with the federal Terrorism Risk Insurance Act, we are required to notify you of the portion of the premium, if any, attributable to the coverage for terrorist acts certified under the Terrorism Risk Insurance Act.

- Refer to the SUMMARY OF PREMIUMS CHARGED or DECLARATIONS PAGE for the portion of your premium that is attributable to coverage for terrorist acts certified under the Act.

Federal Participation:

The Act also requires us to provide disclosure of federal participation in payment of terrorism losses.

- Under your policy, any losses caused by certified acts of terrorism would be partially reimbursed by the United States Government, Department of Treasury, under a formula established by federal law. Under this formula, the federal share equals a percentage, as specified in the Schedule below, of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

- **Schedule:**

Federal Share of Terrorism Losses: 80%

Cap on Insurer Participation:

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

NOTE: IF YOUR POLICY IS A RENEWAL POLICY, THIS NOTICE IS PROVIDED TO SATISFY THE REQUIREMENTS UNDER THE TERRORISM RISK INSURANCE ACT FOR POLICYHOLDER DISCLOSURE: (1) AT THE TIME OF OUR OFFER TO RENEW THE POLICY AND (2) AT THE TIME THE RENEWAL IS COMPLETED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS - PREMIUM

This endorsement modifies the policy to add the following special provisions:

SCHEDULE

Deposit Premium and Minimum Premium

The minimum premium is equal to 100% of the deposit premium.

Cancellation Minimum Earned Premium

Cancellation minimum earned premium is equal to 25 % of the total policy premium.

We will compute all premiums for coverage in accordance with our rules and rates.

The deposit premium is subject to audit when indicated as such on the declarations. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the due date on the bill.

If the earned premium is less than the deposit premium paid for the policy period, we will return the excess to the first Named Insured, subject to the minimum premium as defined below. If the earned premium is greater than the deposit premium paid for the policy period the additional premium shall become due and payable to the company.

Deposit premium is the premium stated in the Declarations payable in full at the inception of the policy.

Earned premium is computed by applying the policy rates to the actual premium basis for the audit period.

Minimum premium is the lowest amount to be retained as premium for the policy period. The minimum premium is equal to 100% of the deposit premium shown in the Declarations unless otherwise indicated in the Schedule above.

Cancellation minimum earned premium is the minimum amount to be retained as premium if you request cancellation of this policy. Cancellation minimum earned premium is equal to 25% of the total policy premium shown in the Declarations unless otherwise indicated in the Schedule above.

Any premium shown as flat charge is fully earned and is not subject to the cancellation minimum earned premium.

The first Named Insured must keep records of the information we need for premium computations, and send us copies at such times as we may request.

Failure to pay any premium(s) due, including any additional audit premium(s) will subject this policy, and/or any additional or subsequent policies, to cancellation for non-payment of premium.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

Schedule

Service of Process will be accepted by:

Cincinnati Specialty Underwriters
c/o Richard Hill
6200 South Gilmore Road
Fairfield, OH 45014

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon the party shown in the Schedule above and that in any suit instituted against the Company upon this policy, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The party named in the Schedule above is authorized and directed to accept service of process on behalf of the Company in any such suit or upon request of the Insured to give a written undertaking to the Insured that it or they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

Pursuant to any statute of any state, territory or district of the United States of America which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as our true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary arising out of this contract of insurance, and hereby designates the above named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

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

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**WAR EXCLUSION**

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS FORMING A PART OF THE POLICY**A. The following exclusion:**

1. Replaces any War, War and Military Action, or War or Military Action exclusion included in any other Coverage Form, Coverage Part or endorsement forming a part of the policy to which this endorsement is attached; and
2. Is added to any other Coverage Form, Coverage Part, insuring agreement included therein or endorsement forming a part of the policy to which this endorsement is attached which does not already include a War, War and Military Action, or War or Military Action exclusion.

War

This insurance does not apply to:

Any form of loss, damage, cost, expense or liability for damages arising directly or indirectly from:

- a. "War" and "warlike action", including undeclared or civil "war" and "cyber hostilities";
- b. Hostile action, including action in hindering or defending against an actual or expected attack, by any state, government, or sovereign using military personnel or other "agents"; or
- c. Insurrection, rebellion, revolution, usurped power, political violence or action taken by a state or government actor in hindering or defending against any of these, including "cyber hostilities" in connection with any of the foregoing.

The attribution of an action will be determined by relying on reasonable evidence such as, but not limited to:

- (1) Statements by an agency or department of the United States government;

- (2) Statements by an international group of which the United States is a member, such as the United Nations or the North Atlantic Treaty Organization, or any member of such an international group; or

- (3) Statements by a "recognized commercial authority".

This exclusion applies notwithstanding anything to the contrary in this policy or any appendix or endorsement added to this policy.

B. The following definitions are hereby added with respect to the exclusion in Section A. of this endorsement:

1. "Agents" means any person, entity, organization or collection of persons, entities or organizations that have at any time been associated with or designated as having worked with or acted on behalf of any state, government, or sovereign.

The attribution of the actors' status as "agents" will be determined by relying on reasonable evidence such as, but not limited to:

- a. Statements by an agency or department of the United States government;
- b. Statements by an international group of which the United States is a member, such as the United Nations or the North Atlantic Treaty Organization, or any member of such an international group; or
- c. Statements by a "recognized commercial authority".

2. "Computer system" means any computer or network of computers or computer systems, hardware, software, communications system, electronic device (including but not limited to, smart phone, laptop, tablet, wearable device), server, cloud infrastructure or microcontroller including

any configuration of the aforementioned and including any associated input, output, code, program, data, data storage device, networking equipment or back up facility.

3. "Cyber hostilities" means the use of a "computer system" that causes disruption or harm.
4. "Recognized commercial authority" means a business that provides information technology security or forensics services, including, but not limited to:
 - a. Symantec;
 - b. Mandiant;
 - c. Microsoft;
 - d. Apple;
 - e. Cisco; or
 - f. IBM.

5. "War" or "warlike action":

- a. Means physical combat, a state of armed conflict, or "cyber hostilities" engaged in by:
 - (1) Any state, government, or sovereign; or
 - (2) "Agents" of a state, government, or sovereign,against any other:
 - (a) State, government, or sovereign, including an agency or department thereof; or
 - (b) Person or entity targeted by such physical combat, armed conflict, or "cyber hostilities"; and
- b. Includes any collateral loss, damage, cost, expense or liability for damages of any nature arising out of the physical combat, armed conflict, or "cyber hostilities" or any response to such physical combat, armed conflict, or "cyber hostilities".

THE CINCINNATI SPECIALTY UNDERWRITERS INSURANCE COMPANY
COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Attached to and forming part of POLICY NUMBER: CSU0181832 Effective date: 01/19/2025

Named Insured: Silver Lake Property, LLC

LIMITS OF INSURANCE

EACH OCCURRENCE LIMIT	\$ <u>1,000,000</u>	
DAMAGE TO PREMISES		
RENTED TO YOU LIMIT	\$ <u>100,000</u>	Any one premises
MEDICAL EXPENSE LIMIT	\$ <u>Excluded</u>	Any one person
PERSONAL & ADVERTISING INJURY LIMIT	\$ <u>1,000,000</u>	Any one person or organization
GENERAL AGGREGATE LIMIT		\$ <u>2,000,000</u>
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT		\$ <u>2,000,000</u>

FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:

Refer to Forms and Endorsements Schedule CSIA 406

COMMERCIAL GENERAL LIABILITY PREMISES SCHEDULE : Refer to CSGA 403

COMMERCIAL GENERAL LIABILITY CLASSIFICATION AND PREMIUM SCHEDULE: Refer to CSGA 408

TOTAL DEPOSIT PREMIUM \$ 5,070

Premium is subject to annual audit: ☐ Yes ☒ No

Commercial General Liability Premises Schedule

POLICY NUMBER: CSU0181832

POLICY EFFECTIVE DATE: 01/19/2025

☒ **if Supplemental
Declarations Is Attached**

NAMED INSURED: Silver Lake Property, LLC

LOC.	ADDRESS
1	410 IRVIN GARRISH HWY OCRACOKE NC 27960
2	395 IRVIN GARRISH HWY OCRACOKE NC 27960
3	349 IRVIN GARRISH HWY OCRACOKE NC 27960

Commercial General Liability Classification and Premium Schedule

POLICY NUMBER: CSU0181832

POLICY EFFECTIVE DATE: 01/19/2025

NAMED INSURED: Silver Lake Property, LLC

LOC NO.	CLASSIFICATION	CODE NO.	PREMIUM BASE A - Area B - Payroll S - Gross Sales U -Units	RATE		DEPOSIT PREMIUM	
				Premises Operations and All Other	Products/ Completed Operations	Premises Operations and All Other	Products/ Completed Operations
1	Buildings or Premises - bank or office - mercantile or manufacturing (Lessor's risk only) (For-Profit)	61212	A, 1862	203.786		\$379	
1	Boat Storage and Moorage	10105	B, 24800	7.000		\$174	
2	Buildings or Premises - bank or office - mercantile or manufacturing (Lessor's risk only) (For-Profit)	61212	A, 5148	203.786		\$1,049	
3	Buildings or Premises - bank or office - mercantile or manufacturing (Lessor's risk only) (For-Profit)	61212	A, 15822	203.786		\$3,224	
	PPF					\$244	

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERAGES

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;

- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

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

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone

else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored,

treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat,

smoke or fumes from a "hostile fire".

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is

owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or

expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** - Limits Of Insurance.

COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a.** We will pay those sums that the insured becomes legally obligated to pay as

damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **III** - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B**.

- b.** This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

- a. Knowing Violation Of Rights Of Another**
"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".
- b. Material Published With Knowledge Of Falsity**
"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.
- c. Material Published Prior To Policy Period**
"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or

expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C - MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;provided that:
 - (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by

physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of

the insured and the interests of the indemnitee;

- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I - Coverage A - Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and

- (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred

before you acquired or formed the organization; and

- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or

temporarily occupied by you with permission of the owner.

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;

- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow

this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this

Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:

- (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;
- (2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
- (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

- 5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
- 7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

- 9. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

- 10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- 11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph **a., b., c. or d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph **a., b., c. or d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;

- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises

you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.
 - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
- 22. "Your work":
 - a. Means:
 - (1) Work or operations performed by you or on your behalf; and

- (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

**CHANGES TO COMMERCIAL GENERAL LIABILITY
COVERAGE FORM
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES TO COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

EXCLUSION - ADDITIONAL INSURED PRIOR KNOWLEDGE

A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:

This insurance does not apply to an additional insured added by attachment of an endorsement to this Coverage Part that is seeking coverage for a claim or "suit," if that additional insured knew, per the following paragraph, that "bodily injury" or "property damage" had occurred or had begun to occur, in whole or in part, prior to the policy period in which such "bodily injury" or "property damage" occurs or begins to occur.

An additional insured added by attachment of an endorsement to this Coverage Part will be deemed to have known that "bodily injury" or "property damage" has occurred or has begun to occur at the earliest time when that additional insured, or any one of its owners, members, partners, managers, executive officers, "employees" assigned to manage that additional insured's insurance program, or "employees" assigned to give or receive notice of an "occurrence," claim or "suit":

1. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
2. Receives a written or verbal demand or claim for damages because of the "bodily injury," or "property damage";
3. First observes or reasonably should have first observed, the "bodily injury" or "property damage"; or
4. Becomes aware, or reasonably should have become aware, by any means other than as described in 3. above, that "bodily injury" or "property damage" had occurred or had begun to occur.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage B - Personal and Advertising Injury Liability:

This insurance does not apply to an additional insured added by attachment of an endorsement to this Coverage Part that is seeking coverage for a claim or "suit," if that additional insured knew, per the following paragraph, that a "personal and advertising injury" offense had been committed or had begun to be committed, in whole or in part, prior to the policy period in which such "personal and advertising injury" was committed or began to be committed.

An additional insured added by attachment of an endorsement to this Coverage Part will be deemed to have known that a "personal and advertising injury" offense has been committed or has begun to be committed at the earliest time when that additional insured, or any one of its owners, members, partners, managers, executive officers, "employees" assigned to manage that additional insured's insurance program, or "employees" assigned to give or receive notice of an offense, claim or "suit":

1. Reports all, or any part, of the "personal and advertising injury" to us or any other insurer;
2. Receives a written or verbal demand or claim for damages because of the "personal and advertising injury";
3. First observes or reasonably should have first observed, the "personal and advertising injury"; or
4. Becomes aware, or reasonably should have become aware, by any means other than as described in 3. above, that a "personal and advertising injury" offense had been committed or had begun to be committed.

EXCLUSION - ASBESTOS

- A.** The following exclusion is added to Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury and Property Damage Liability** and Paragraph **2. Exclusions** of **Section I - Coverage B - Personal and Advertising Injury Liability**:

2. Exclusions

This insurance does not apply to:

- a.** "Bodily injury," "property damage" or "personal and advertising injury" arising out of, attributable to, or any way related to "asbestos" in any form or transmitted in any manner.
- b.** Any loss, cost or expenses arising out of the abating, testing for, moni-

toring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "asbestos," by any insured or by any other person or entity.

- B.** The following definition is added to the **Definitions** Section:

"Asbestos" means any type or form of asbestos, including but not limited to, asbestos, asbestos products, asbestos fibers, asbestos contained in any product or material, or a mixture or combination of asbestos and other dust or particles.

EXCLUSION - CROSS SUITS

- A.** The following exclusion is added to Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury and Property Damage Liability** and Paragraph **2. Exclusions** of **Section I - Coverage B - Personal and Advertising Liability**:

2. Exclusions

This insurance does not apply to:

Cross Suits

- a.** "Bodily injury," "property damage" or "personal and advertising injury" arising out of any claim for damages by a Named Insured against another Named Insured.

EXCLUSION - PRIOR INJURY OR DAMAGE

- A.** The following exclusion is added to Paragraph **2., Exclusions** of **Section I - Coverage A - Bodily Injury and Property Damage**:

This insurance does not apply to any "bodily injury" or "property damage" that:

- 1.** first occurred prior to the Effective date of this Coverage Part;
- 2.** is alleged to be in the process of occurring as of the Effective date of this Coverage Part; or
- 3.** is in the process of settlement, adjustment or "suit".

This exclusion applies to all continuing injury or damage:

- 1.** arising from the same or similar cause, including continuous or repeated exposure to substantially the same general harmful conditions; or
- 2.** at the same or adjacent location; or
- 3.** from the same or similar work; or
- 4.** from the same product or service.

- B.** The following exclusion is added to Paragraph **2., Exclusions** of **Section I - Coverage B - Personal and Advertising Injury**:

This insurance does not apply to "personal and advertising injury" that:

- 1.** was first committed prior to the Effective date of this Coverage Part;
- 2.** is alleged to be in the process of being committed as of the Effective date of this Coverage Part;
- 3.** is in the process of settlement, adjustment or "suit".

This exclusion applies to all continuing injury or damage:

- 1.** arising from the same or similar cause, including continuous or repeated exposure to substantially the same general harmful conditions; or
- 2.** at the same or adjacent location; or
- 3.** from the same or similar work; or
- 4.** from the same product or service.

EXCLUSION - LEAD

- A.** The following exclusion is added to Paragraph **2., Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability** and Paragraph **2., Exclusions of Section I - Coverage B - Personal and Advertising Injury Liability**:

2. Exclusions

This insurance does not apply to:

- a.** "Bodily injury," "property damage" or "personal and advertising injury" arising in whole or in part, out of the actual alleged, threatened or suspected

inhalation of, or ingestion of, absorption of, exposure to or presence of lead in any form.

- b.** Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of lead in any form, by any insured or by any other person or entity.

EXCLUSION OF NEWLY ACQUIRED ORGANIZATIONS AS INSURED

Paragraph **3. of Section II - Who Is An Insured** does not apply and is deleted in its entirety.

EXCLUSION - PUNITIVE OR EXEMPLARY DAMAGES

- A.** The following exclusion is added to Paragraph **2., Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability** and Paragraph **2., Exclusions of Section I - Coverage B - Personal and Advertising Injury Liability**:

2. Exclusions

This insurance does not apply to:

Any claim of indemnification for punitive or exemplary damages. If a suit is brought against

any insured for a claim covered by this Coverage Part, seeking both compensatory and punitive or exemplary damages, we will provide a defense to such action. However, we will not have an obligation to pay for any costs, interest, or damages, attributable to punitive or exemplary damages. If state law provides for statutory multiple damage awards, we will pay only the amount of the award before the multiplier is added.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name(s) Of Person(s) Or Organization(s)	Designation Of Premises
Dogwood State Bank, ISAOA, ATIMA, Loan# 28821691-08 , 10130 Mallard Creek Rd., Bldg 2, Suite 232 Charlotte, NC 28262	410 IRVIN GARRISH HWY, NC
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name(s) Of Person(s) Or Organization(s)	Designation Of Premises
Dogwood State Bank, ISAOA, ATIMA, Loan# 28821691-08 , 10130 Mallard Creek Rd., Bldg 2, Suite 232 Charlotte, NC 28262	395 IRVIN GARRISH HWY, NC
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name(s) Of Person(s) Or Organization(s)	Designation Of Premises
Dogwood State Bank, ISAOA, ATIMA, Loan# 28821691-08 , 10130 Mallard Creek Rd., Bldg 2, Suite 232 Charlotte, NC 28262	349 IRVIN GARRISH HWY, NC
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Coverage	SCHEDULE	
	Amount and Basis of Deductible PER CLAIM or PER OCCURRENCE	
Bodily Injury Liability OR	\$	\$
Property Damage Liability OR	\$	\$
Bodily Injury Liability and/or Property Damage Liability Combined	\$ 1,000	\$

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

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):

Defense costs and expenses are subject to the deductible. For the purposes of this endorsement, defense costs and claims expenses are included as damages and any payment applies only to amounts in excess of the deductible amount stated.

- A.** Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.
- B.** You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
- 1. PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:
 - a.** Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
 - b.** Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
 - c.** Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
 - (1)** "Bodily injury";
 - (2)** "Property damage"; or
 - (3)** "Bodily injury" and "property damage" combined

as the result of any one "occurrence".

If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.

With respect to "property damage", person includes an organization.

2. PER OCCURRENCE BASIS. If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:

- a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
- b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
- c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

C. The terms of this insurance, including those with respect to:

- 1. Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2. Your duties in the event of an "occurrence", claim, or "suit"

apply irrespective of the application of the deductible amount.

D. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF LIQUOR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following replaces Exclusion **c.** under Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

2. Exclusions

This insurance does not apply to:

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1)** Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises, for consumption on your premises;
- (2)** The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3)** Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

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

- (a)** The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b)** Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

This exclusion applies only if you:

- (1)** Manufacture, sell or distribute alcoholic beverages;
- (2)** Serve or furnish alcoholic beverages for a charge whether or not such activity:
 - (a)** Requires a license;
 - (b)** Is for the purpose of financial gain or livelihood;
- (3)** Serve or furnish alcoholic beverages without a charge, if a license is required for such activity; or
- (4)** Permit any person to bring any alcoholic beverages on your premises, for consumption on your premises.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

C. The following definitions are added to the Definitions Section:

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - COMMUNICABLE DISEASE, CONTAGIOUS DISEASE OR INFECTIOUS DISEASE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A.** The following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability and Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" caused by or arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, absorption of, exposure to, or presence of any communicable virus, infectious virus, communicable disease, contagious disease or infectious disease regardless of whether any other cause or event contributed concurrently or in any sequence to such injury or damage.
2. The cost or expense of recall, abatement, mitigation, removal, disposal, testing or monitoring of products, stock, feed, feed additives, animals, or of any premises or equipment handling such items as a result of any known or suspected connection with any communicable virus, infectious virus, communicable disease, contagious disease or infectious disease, whether such items are owned by any insured or by others, and whether located at any insured's premises or anywhere else.
3. Any loss, cost or expense arising out of any:
 - a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of or presences of any communicable virus, infectious virus, communicable disease, contagious disease or infectious disease; or
 - b. Claim, "suit", fines or demands by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of any communicable virus, infectious virus, communicable disease, contagious disease or infectious disease.
4. Any supervision, instruction, recommendation, warning or advice given or which should have been given in connection with any communicable virus, infectious virus, communicable disease, contagious disease or infectious disease.
5. Any obligation to share damages with or repay someone else who must pay damages.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The definition of "insured contract" in the **Definitions** section is replaced by the following:

"Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted

by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF POLLUTANTS DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Paragraph **15.** of the **DEFINITIONS** Section is replaced by the following:

- 15.** "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to, that which has been recognized in industry or government to be harmful or toxic to persons, property or the environment, regardless of whether the injury, damage, or contamination is caused directly or indirectly by the "pollutants" and regardless of whether:
- a.** The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or
 - b.** The insured uses, generates or produces the "pollutant".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - FUNGI OR BACTERIA

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability**:

2. Exclusions

This insurance does not apply to:

Fungi or Bacteria

- a.** "Bodily injury", "property damage" or "personal and advertising injury" caused directly or indirectly, in whole or in part, by any actual, alleged or threatened:

- (1) Inhalation of;
- (2) Ingestion of;
- (3) Contact with;
- (4) Absorption of;
- (5) Exposure to;
- (6) Existence of; or
- (7) Presence of,

any "fungi" or bacteria on or within a building or structure, including its contents, whether occurring suddenly or gradually;

- b.** Any loss, cost or expense associated in any way with, or arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, mitigating or disposing of, or in any way responding to, investigating, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity;

- c.** Any liability, with respect to "fungi" or bacteria, arising out of, resulting from, caused by, contributed to, or in any way related to any supervision, instruction, recommendation, warning or advice given or which should have been given in connection with:

- (1) The existence of "fungi" or bacteria;
- (2) The prevention of "fungi" or bacteria;
- (3) The remediation of "fungi" or bacteria;
- (4) Any operation described in Paragraph **A. 2. b.** above;
- (5) "Your product"; or
- (6) "Your work"; or

- d.** Any obligation to share damages with or repay any person, organization or entity, related in any way to the liability excluded in Paragraphs **A. 2. a., b.** or **c.** above;

regardless of any other cause, event, material, product and / or building component that contributed concurrently or in any sequence to the injury or damage.

However this exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for human ingestion.

- C.** For the purposes of this endorsement, **SECTION V - DEFINITIONS** is amended to include the following:

"Fungi" means any type or form of fungus, and includes, but is not limited to, any form or type of mold, mushroom or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF DUTIES IN THE EVENT OF
OCCURRENCE, OFFENSE, CLAIM OR SUIT CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to Paragraph **2., Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e.** No insured will admit to any liability, consent to any judgment, or settle any claim or "suit" without our prior written consent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO DESIGNATED PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** Paragraph **1.b.(1)** of the **Insuring Agreement** of **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted and replaced by the following:

- (1)** The "bodily injury" or "property damage" is caused by an "occurrence" that takes place at the premises designated in the **CSGA403 Commercial General Liability Premises Schedule**.

This insurance does not apply to "bodily injury" or "property damage" that takes place away from the premises designated in the **CSGA403 Commercial General Liability Premises Schedule**.

- B.** Paragraph **1.b.** of the **Insuring Agreement** of **SECTION I - COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY** is deleted and replaced by the following:

- b.** This insurance applies only to "personal and advertising injury" caused by an offense committed at the premises designated in the **CSGA403 Commercial General Liability Premises Schedule** during the policy period.
- c.** Any "suit" or claim for damages must be brought within the "coverage territory", but must be caused by an offense committed at the premises designated in the **CSGA403 Commercial General Liability Premises Schedule** during the policy period.

- C.** The final paragraph of **Section II - Who Is An Insured** is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a named Insured in the Declarations; or for any operations or "your work" that takes place at any location that is not designated in the **CSGA403 Commercial General Liability Premises Schedule**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - PERFLUORINATED COMPOUNDS (PFC) AND PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following exclusion is added to Paragraph 2. Exclusions of **SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and Paragraph 2. Exclusions of **SECTION I - COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**:

This insurance does not apply to:

1. "Bodily injury", "property damage", "personal and advertising injury" or any liability, costs, expenses, damages or any other form of relief, remedy or recovery that may be awarded or incurred arising, directly or indirectly, out of or as a consequence of "PFC/PFAS", including but not limited to:
 - a. Any adverse health effects associated with or arising from the disruption of the endocrine system of any person or animal;
 - b. Manufacturing, handling, sale, distribution, marketing, installation, repair, removal, abatement, replacement or handling of "PFC/PFAS" or products containing "PFC/PFAS";
 - c. An actual, alleged or threatened discharge, dispersal, seepage, migration, release of "PFC/PFAS" whether intentional or unintentional; or
 - d. Consumption, ingestion, presence, inhalation or use of, contact with or exposure to "PFC/PFAS", whether by direct or passive exposure.
2. Any loss, cost or expense arising out of any:
 - a. Request, demand, order, or other requirement, whether statutory or regulatory, that any insured or others test for, investigate for, monitor, clean up, abate, remove, remediate, contain,

treat, detoxify or neutralize, dispose of, or in any way respond to, or assess the effects of "PFC/PFAS"; or

- b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, investigating for, monitoring, cleaning up, abating, removing, remediating, containing, treating, detoxifying or neutralizing, disposing of, or in any way responding to or assessing the effects of "PFC/PFAS".

- B.** For the purpose of this endorsement the following **Definition** is added:

"PFC/PFAS" means:

1. Any substance, material or compound that is or contains perfluorinated compounds or per-and polyfluoroalkyl substances, including but not limited to perfluorobutanoic acid (PFBA), perfluorohexanoic acid (PFHxA), perfluoroheptanoic acid (PFHpA), perfluorooctanoic acid (PFOA), perfluorononanoic acid (PFNA), perfluorodecanoic acid (PFDA), perfluoroundecanoic acid (PFUnA), perfluorododecanoic acid (PFDoDA), perfluorooobutane sulfonic acid (PFBS), perfluorohexane sulfonic acid (PFHxS), perfluorooctane sulfonic acid (PFOS), perfluorooctane sulfonamide(FOSA), perfluorodecane sulfonate (PFDS), perfluoroundecanoic acid (PFUnA), perfluorododecanoic acid (PFDoA), perfluorotridecanoic acid (PFTTrDA), perfluorotetradecanoic acid (PFTeDA) or 6:2 Fluorotelomer sulfonate (6:2 FTS).
2. Any substance, material or compound that is identified or acknowledged by any federal, state, international or other governmental agency or authority, including but not limited to the United States Environ-

mental Protection Agency (EPA), the Centers for Disease Control and Prevention (CDC), the Agency for Toxic Substances and Disease Registry (ATSDR), the National Institutes for Health (NIH) or the International Agency for Research on Cancer (IARC):

- a.** As or to contain a perfluorinated compound or a per-and polyfluoroalkyl substance; or
- b.** To exhibit or demonstrate the same or similar harmful properties as a perfluorinated compound or a per-and polyfluoroalkyl substance.

- 3.** Any constituents, additives, degradation, break down, or by-products to or of any substance, material or compound set forth in subparagraphs **1.** or **2.** above, including but not limited to homologues, isomers, salts, esters, alcohols, acids, and precursor chemicals, compounds and derivatives.

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollutant or pollution exclusion, do not exclude coverage for "PFC/PFAS" related "bodily injury", "property damage", "personal and advertising injury", expense, loss, demand, claim, liability or legal obligation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ELECTRONIC DATA - DELETION OF BODILY INJURY EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The second paragraph ("However, this exclusion does not apply. . .") of Paragraph **p. Electronic Data** under **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability** is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - CYBER LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability and Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" or any liability, costs, expenses or damages arising, directly or indirectly, out of or as a consequence of any:

1. "Computer attack";
2. "Network security incident";
3. "Privacy violation"; or
4. Fraudulent communication that impersonates any person or organization that results in the transfer of funds or other property, regardless of the medium or technique used.

B. The following are added to Section V - Definitions:

1. "Biometric information" means any:
 - a. Biological measurement or physical characteristic of an individual, including but not limited to a retina or iris scan, fingerprint, palmprint, voiceprint, hand or face geometry, vein pattern, genetic data, movement, or any other information that can be used as a form of identification or authentication; or
 - b. Information, regardless of how it is captured, converted, stored or shared, based on an individual's biological measurement or physical characteristic.

2. "Computer attack" means:

- a. Unauthorized access or authorized access for an unauthorized purpose;
- b. A "malware attack"; or
- c. A "denial of service attack";

against any computer, computer system or network of computers or computer systems, including any other machinery or equipment, including their control systems, which are accessed by or integrated into a computer, computer system or network of computers or computer systems.

3. "Denial of service attack" means an attack against a target computer or network of computers designed to overwhelm the capacity of the target computer or network in order to deny or impede users from gaining access to the target computer or network through the internet.

4. "Malware attack" means an attack that damages a computer, computer system or network of computers or computer systems, including any other machinery or equipment, including their control systems, which are accessed by or integrated into a computer, computer system or network of computers or computer systems, or data contained therein arising from malicious code, including, but not limited to, viruses, worms, Trojans, spyware, keyloggers and ransomware.

5. "Network security incident" means a security failure or weakness with respect to a computer, computer system or network of computers or computer systems which allowed one or more of the following to happen:

- a. The propagation or forwarding of malware, including, but not limited to, viruses, worms, Trojans, spyware, keyloggers and ransomware;
- b. The abetting of a "denial of service attack" against one or more other systems;
- c. The loss, release or disclosure of data;
- d. The inability to access a computer system;
- e. The unauthorized access to a computer system.

6. "Privacy law" means any law, statute or regulation enacted or promulgated by or on behalf of any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity that creates legally enforceable responsibilities with respect to:
 - a. The collection, use, storage, disclosure, disposal, sharing or disseminating as well as correction or supplementation of personally identifying information, including, but not limited to, "biometric information"; or
 - b. The adoption and communication of, as well as compliance with, a "privacy policy".
- "Privacy laws" include, but are not limited to, the European Union General Data Protection Regulation, the California Consumer Privacy Act and the Illinois Biometric Information Privacy Act.
7. "Privacy policy" means an entity's policy for collection, use, storage, disclosure, disposal, sharing, disseminating and correction or supplementation of personally identifying information, including, but not limited to, "biometric information".
 8. "Privacy violation" means failure to comply for any reason with a "privacy law" or "privacy policy".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - PRIVACY VIOLATION LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following exclusion is added to Paragraph **2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" or any liability, costs, expenses or damages arising, directly or indirectly, out of or as a consequence of any "privacy violation".

- B.** The following are added to **Section V - Definitions**:

- 1.** "Biometric information" means any:
 - a.** Biological measurement or physical characteristic of an individual, including but not limited to a retina or iris scan, fingerprint, palmpoint, voiceprint, hand or face geometry, vein pattern, genetic data, movement, or any other information that can be used as a form of identification or authentication; or
 - b.** Information, regardless of how it is captured, converted, stored or shared, based on an individual's biological measurement or physical characteristic.
- 2.** "Privacy law" means any law, statute or regulation enacted or promulgated by or

on behalf of any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity that creates legally enforceable responsibilities with respect to:

- a.** The collection, use, storage, disclosure, disposal, sharing or disseminating as well as correction or supplementation of personally identifying information, including, but not limited to, "biometric information"; or
- b.** The adoption and communication of, as well as compliance with, a "privacy policy".

"Privacy laws" include, but are not limited to, the European Union General Data Protection Regulation, the California Consumer Privacy Act and the Illinois Biometric Information Privacy Act.

- 3.** "Privacy policy" means an entity's policy for collection, use, storage, disclosure, disposal, sharing, disseminating and correction or supplementation of personally identifying information, including, but not limited to, "biometric information".
- 4.** "Privacy violation" means failure to comply for any reason with a "privacy law" or "privacy policy".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ASSAULT OR BATTERY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A.** The following exclusion is added to Paragraph 2., Exclusions of **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and Paragraph 2., Exclusions of **SECTION I - COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**:

Assault Or Battery

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" that in any way, in whole or in part, arises out of an actual, threatened or alleged:

1. Assault or battery whether caused by or at the instigation or direction of any insured, their employees, patrons or any other person;
2. Failure of any insured or anyone else for whom any insured is legally responsible to prevent or suppress assault or battery; or
3. Failure to provide an environment safe from assault or battery, including but not limited to the failure to provide adequate security, or failure to warn of the dangers of the environment that could contribute to assault or battery; or
4. Failure to render or secure medical treatment or care necessitated by any assault or battery; or

5. Negligent investigation or reporting or failure to report any assault or battery to proper authorities; or

6. Negligent:
 - a. Employment;
 - b. Supervision;
 - c. Training;
 - d. Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by the **Assault Or Battery** exclusion above.

- B.** For the purpose of this endorsement the words assault and battery are intended to include, but are not limited to, sexual assault.

- C.** Exclusion 2.a. of **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted in its entirety and replaced by the following:

2. a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion **f.** under Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

f. Pollution

- (1)** "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

- (2)** Any loss, cost or expense arising out of any:

- (a)** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (b)** Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – COVERAGE C – MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. SECTION I - COVERAGE C - MEDICAL PAYMENTS** is deleted and does not apply, and none of the references to it in the Coverage Part apply.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for non-payment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination of Your Books and Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections and Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or

- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer of Your Rights and Duties Under this Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

**COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY**

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";
- (c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such materi-

al in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams or uranium 235;

- (d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION - NO STACKING OF LIMITS OF INSURANCE

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS OR COVERAGE PARTS PROVIDING LIABILITY COVERAGE

The Conditions are amended to add the following:

If two or more liability coverage forms, coverage parts or policies issued to you by us or any company affiliated with us apply to the same claim for damages, the maximum Limits of Insurance shall not exceed the highest applicable Limits of Insurance available under any one coverage form, coverage part or policy.

This endorsement does not apply to any coverage form, coverage part or policy issued by us or an affiliated company specifically to apply as excess insurance over this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE CINCINNATI SPECIALTY UNDERWRITERS INSURANCE COMPANY

P.O. Box 145496, CINCINNATI, OH 45250-5496

POLICY CHANGE ENDORSEMENT

Attached to and forming part of POLICY NUMBER: CSU0181831

Policy Change Endorsement Number: 1

NAMED INSURED AND MAILING ADDRESS:

Silver Lake Park, LLC

Refer to Named Insured Schedule CSIA 409

PO BOX 1716

OCRACOKE NC 27960

PRODUCER - Your contact for matters pertaining to this policy:

Towne Insurance Agency, LLC

4112 N CROATAN HWY

KITTY HAWK NC 27949

32-132

Broker: 1897317

CSU Producer Resources, Inc.

6200 South Gilmore Road

Fairfield, OH 45014-5141

Scott Hintze

Effective Date of Policy Change: 02/18/2025

Signature of authorized representative or countersignature,
where applicable:

	ADDITIONAL PREMIUM	RETURN PREMIUM
Policy Change Premium	\$.00	\$.00
Terrorism Risk Insurance Extension Act	\$.00	\$.00
Surplus lines taxes	\$.00	\$.00
Stamping fee	\$.00	\$.00
Other taxes or fees	\$.00	\$.00
TOTAL DUE:	\$.00	\$.00

NET TOTAL	\$.00	\$.00
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THIS IS NOT A BILL. You will receive a separate invoice if a premium charge or return is due.

TYPE OF CHANGE	COVERAGE	DESCRIPTION
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Amend

The Mailing Address To:

PO BOX 1716, , OCRACOKE, NC,
27960

The policy is changed as described in this endorsement. All other terms and conditions are unchanged.

CSIA 411 01 11

Page 1 of 1



The Cincinnati Specialty Underwriters Insurance Company

A Stock Insurance Company

Headquarters: 6200 S. Gilmore Road, Fairfield, OH 45014-5141

Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496

www.cinfin.com ■ 513-870-2000

COMMON POLICY DECLARATIONS

POLICY NUMBER: CSU0181831

PREVIOUS POLICY NUMBER: CSU0181831

NAMED INSURED AND MAILING ADDRESS:

Silver Lake Park, LLC

Refer to Named Insured Schedule CSIA409

PO BOX 1716

OCRACOKE NC 27960

PRODUCER - Your contact for matters pertaining to this policy: 32-132

Towne Insurance Agency, LLC

4112 N CROATAN HWY

KITTY HAWK NC 27949

Surplus Lines Broker:

1897317

CSU Producer Resources, Inc.

6200 South Gilmore Road

Fairfield, OH 45014-5141

Scott Hintze

Policy Period: From 01/19/2025 To 01/19/2026 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

Form of Business:

☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture ☒ Limited Liability Company ☐ Other

Business Description: Motel Operation

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

COVERAGE PARTS	PREMIUM
DEPOSIT PREMIUM	
Commercial General Liability	\$ 5,648.00
Terrorism Risk Insurance Extension Act	\$ 54.00
TOTAL POLICY PREMIUM	\$ 5,702.00
CANCELLATION MINIMUM EARNED PREMIUM IS 25.0% OF TOTAL POLICY PREMIUM.	
Broker Fee	\$ 50.00
Surplus Lines Taxes	\$ 285.10
Stamping Fee	\$ 17.11
Other Taxes or Fees	N/A
TOTAL	\$ 6,054.21

Premium is subject to annual audit: ☒ Yes ☐ No

NOTICE TO POLICYHOLDER:

The insurance company with which this coverage has been placed is not licensed by the State of North Carolina and is not subject to its supervision. In the event of the insolvency of the insurance company, losses under this policy will not be paid by any State insurance guaranty or solvency fund.

Billing Method: Direct Bill

THIS IS NOT A BILL. You will receive a separate invoice if a premium charge or return is due.

FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY AT TIME OF ISSUE:

Refer to Forms and Endorsements Schedule CSIA406

THIS COMMON POLICY DECLARATIONS AND THE SUPPLEMENTAL DECLARATION(S) TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORM(S) AND ENDORSEMENT(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Signed by: _____ Date _____
(Authorized representative or countersignature, where applicable)

Forms and Endorsements Schedule

POLICY NUMBER: CSU0181831

POLICY EFFECTIVE DATE: 01/19/2025

NAMED INSURED: Silver Lake Park, LLC

FORMS APPLICABLE

Forms Applicable - Common Forms

CSIA411 (01/11)	Policy Change Endorsement
CSIA501 (07/14)	Common Policy Declarations
CSIA409 (01/08)	Named Insured Schedule
CSIA410 (03/08)	Notice to Policyholders
CSIA417 (01/15)	Cap On Losses From Certified Acts Of Terrorism
CSIA448 (09/20)	Policyholder Notice Terrorism Insurance Coverage
CSIA403 (11/17)	Special Provisions - Premium
CSIA404 (08/07)	Service of Suit
CSIA464 (02/23)	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policy
CSIA301 (02/23)	War Exclusion

Forms Applicable - Commercial General Liability

CSGA501 (04/08)	Commercial General Liability Coverage Part Declarations
CSGA403 (10/07)	Liability Premises Schedule
CSGA408 (04/08)	Commercial General Liability Classification and Premium Schedule
CG0001TOC (04/13)	Commercial General Liability Coverage Form Table of Contents
CG0001 (04/13)	Commercial General Liability Coverage Form
CSGA401TOC (02/13)	Changes to Commercial General Liability Coverage Form Table of Contents
CSGA401 (02/13)	Changes to Commercial General Liability Coverage Form
CG0300 (01/96)	Deductible Liability Insurance
CG2150 (04/13)	Amendment of Liquor Liability Exclusion
CG2196 (03/05)	Silica Or Silica-Related Dust Exclusion
CSGA306 (04/20)	Exclusion - Communicable Disease, Contagious Disease or Infectious Disease

Forms and Endorsements Schedule

POLICY NUMBER: CSU0181831

POLICY EFFECTIVE DATE: 01/19/2025

NAMED INSURED: Silver Lake Park, LLC

FORMS APPLICABLE

Forms Applicable - Commercial General Liability

CG2426 (04/13)	Amendment of Insured Contract Definition
CSGA418 (06/08)	Amendment of Pollutants Definition
CSGA361 (06/08)	Exclusion - Fungi or Bacteria
CSGA439 (11/08)	Amendment of Duties in the Event of Occurrence Offense Claim or Suit Condition
CG2147 (12/07)	Employment-Related Practices Exclusion
CSGA4102 (07/19)	Limitation of Coverage to Designated Premises
CG2018 (12/19)	Additional Insured - Mortgagee, Assignee or Receiver
CG2018 (12/19)	Additional Insured - Mortgagee, Assignee or Receiver
CG2245 (04/13)	Exclusion - Specified Therapeutic or Cosmetic Services
CSGA3195 (11/22)	Exclusion - Perfluorinated Compounds (PFC) and Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)
CSGA3203 (04/23)	Exclusion - Human Trafficking
CG2185 (12/23)	Exclusion - Electronic Data - Deletion of Bodily Injury Exception
CSGA3205 (06/23)	Exclusion - Cyber Liability
CSGA3206 (06/23)	Exclusion - Privacy Violation Liability
CSGA301 (02/21)	Exclusion - Assault or Battery
CG2149 (09/99)	Total Pollution Exclusion Endorsement
CSGA364 (06/08)	Exclusion - Coverage C - Medical Payments
IL0017 (11/98)	Common Policy Conditions
IL0021 (09/08)	Nuclear Energy Liability Exclusion Endorsement
CSLL348 (01/08)	Limitation - No Stacking of Limits of Insurance
IL0003 (09/08)	Calculation of Premium

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE CINCINNATI SPECIALTY UNDERWRITERS INSURANCE COMPANY

P.O. Box 145496, CINCINNATI, OH 45250-5496

POLICY CHANGE ENDORSEMENT

Attached to and forming part of POLICY NUMBER: CSU0181832

Policy Change Endorsement Number: 2

NAMED INSURED AND MAILING ADDRESS:

Silver Lake Property, LLC

Refer to Named Insured Schedule CSIA 409

PO BOX 1716

OCRACOKE NC 27960

PRODUCER - Your contact for matters pertaining to this policy:

Towne Insurance Agency, LLC

P.O. Box 1486

Kitty Hawk NC 27949

32-132

Broker: 1897317

CSU Producer Resources, Inc.

6200 South Gilmore Road

Fairfield, OH 45014-5141

Scott Hintze

Effective Date of Policy Change: 02/18/2025

Signature of authorized representative or countersignature,
where applicable:

	ADDITIONAL PREMIUM	RETURN PREMIUM
Policy Change Premium	\$.00	\$.00
Terrorism Risk Insurance Extension Act	\$.00	\$.00
Surplus lines taxes	\$.00	\$.00
Stamping fee	\$.00	\$.00
Other taxes or fees	\$.00	\$.00
TOTAL DUE:	\$.00	\$.00

NET TOTAL

\$.00

\$.00

THIS IS NOT A BILL. You will receive a separate invoice if a premium charge or return is due.

TYPE OF CHANGE	COVERAGE	DESCRIPTION
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Amend

The Mailing Address To:

PO BOX 1716, , OCRACOKE, NC,
27960

The policy is changed as described in this endorsement. All other terms and conditions are unchanged.

CSIA 411 01 11

Page 1 of 1

POLICY INFORMATION PAGE ENDORSEMENT

The following item(s)

- | | |
|---|---|
| <input type="checkbox"/> Insured's Name (WC 89 06 01) | <input type="checkbox"/> Item 3.A. States (WC 89 06 11) |
| <input type="checkbox"/> Policy Number (WC 89 06 02) | <input type="checkbox"/> Item 3.B. Limits (WC 89 06 12) |
| <input type="checkbox"/> Effective Date (WC 89 06 03) | <input type="checkbox"/> Item 3.C. States (WC 89 06 13) |
| <input type="checkbox"/> Expiration Date (WC 89 06 04) | <input type="checkbox"/> Item 3.D. Endorsement Numbers (WC 89 06 14) |
| <input type="checkbox"/> Insured's Mailing Address (WC 89 06 05) | <input type="checkbox"/> Item 4.* Class, Rate, Other (WC 89 04 15) |
| <input type="checkbox"/> Experience Modification (WC 89 04 06) | <input type="checkbox"/> Interim Adjustment of Premium (WC 89 04 16) |
| <input type="checkbox"/> Producer's Name (WC 89 06 07) | <input type="checkbox"/> Carrier Servicing Office (WC 89 06 17) |
| <input type="checkbox"/> Change in Workplace of Insured (WC 89 06 08) | <input type="checkbox"/> Interstate/Intrastate Risk ID Number (WC 89 06 18) |
| <input type="checkbox"/> Insured's Legal Status (WC 89 06 10) | <input type="checkbox"/> Carrier Number (WC 89 06 19) |
| | <input type="checkbox"/> Issuing Agency/Producer Office Address (WC 89 06 25) |

is changed to read:

updated mailing/billing address

*Item 4. Change To:

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium

Total Estimated Annual Premium \$ 1,536.00

Minimum Premium \$ 378.00

Deposit Premium \$ 0.00

All other terms and conditions of this policy remain unchanged.

New Estimate Premium: \$1,536.00
Less Previously Billed: \$1,536.00
Additional Due: \$0.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/18/2025
Insured Silver Lake Park LLC

Policy No. WC-10162-2025

Endorsement No. 1
Premium 1,536.00

Insurance Company
First Benefits Insurance Mutual

Countersigned by _____

WC 89 06 00B
(Ed. 7-01)



FIRST Benefits
INSURANCE MUTUAL
WORKERS COMPENSATION

Extension of Information
WC 00 00 01 B

WC-10162-2025

Policy Period: 1/18/2025 through 1/18/2026

Silver Lake Park LLC
395 Irvin Garris Hwy
Ocracoke, NC 27960

Classification of Operations

<u>Class Code</u>	<u>Description</u>	<u>Effective</u>	<u>Payroll/Exposure</u>	<u>Rate Per \$100</u>	<u>Premium</u>
North Carolina Premium					
Rating Period: 01/18/2025 - 01/18/2026					
9052	HOTEL: ALL OTHER EMPLOYEES & SALESPERSONS, DRIVERS	1/18/2025	\$146,276	0.840	\$1,229
	Total Manual Premium		\$146,276.00		\$1,229
				<u>Factor</u>	<u>Amount</u>
9807	Employers Liability - 500/500/500	1/18/2025		1.0080	\$10
9848	To Equal Minimum	1/18/2025			\$65
9898	NC - Experience Modification	1/18/2025		1.0000	\$0
	Standard Premium				\$1,304
0063	Premium Discount	1/18/2025		0.00%	\$0
0900	Expense Constant	1/18/2025		0.0000	\$210
9740	Terrorism	1/18/2025		1.0050	\$7
9741	Catastrophe	1/18/2025		1.0100	\$15
	Annual Premium				\$1,536
North Carolina Total Premium					\$1,536
Total Premium					\$1,536



WC-10162-2025

Policy Period: 01/18/2025 through 01/18/2026

Silver Lake Park LLC
PO Box 1716
Ocracoke NC, 27960

Schedule of Locations

State:	NC	Address:	Silver Lake Park LLC
Location #	0001		395 Irvin Garris Hwy
			Ocracoke, NC 27960
State:	NC	Address:	Silver Lake Park LLC
Location #	0002		349 Irvin Garris Hwy
			Ocracoke, NC 27960



12/04/2024

Silver Lake Park LLC
436 Springvale Road
Great Falls, VA 22066

Thank you for allowing First Benefits Insurance Mutual, Inc. to provide your workers' compensation coverage. Enclosed please find your **2025 Workers' Compensation Renewal Policy**.

We appreciate the opportunity to assist you with your workers' compensation needs. If you have any questions about this renewal, please contact Policy Services at (855) 228-4931.

Kind Regards,

First Benefits Insurance Mutual, Inc.
Policy Services Department

Enclosures

cc: Towne Insurance Agency, LLC dba Southern Insurance Agency
3 Commercial Place Suite 1000
Norfolk, VA 23510



PO Box 1951 Raleigh NC, 27602-1951

Bill To

Silver Lake Park LLC
436 Springvale Road
Great Falls VA, 22066

INVOICE

Policy #: WC-10162-2025
Invoice #: 3817701
Invoice Date: 01/18/2025
Due Date: 01/18/2025

Amount Due: \$1,536.00

Due Date	Description	Amount
01/18/2025	Annual Billing Premium Payment	\$1,536.00
Failure to remit payment by the specified due date will incur a late fee		Current Amount Due \$1,536.00
		Outstanding Balance \$0.00
TOTAL DUE		\$1,536.00

For questions regarding payment information, please contact us at (855) 228-4931 or email polycyserv@firstbenefits.org

Membership Affiliation: NCRMA



PAY ONLINE AT FIRSTBENEFITS.ORG OR RETURN THIS PORTION WITH YOUR PAYMENT

First Benefits Insurance Mutual
PO Box 1951
Raleigh NC, 27602-1951

Policy #: WC-10162-2025
Invoice #: 3817701
Due Date: 01/18/2025
Amount Due: \$1,536.00

N.C. WORKERS' COMPENSATION NOTICE TO INJURED WORKERS AND EMPLOYERS

All employees of this business, except specifically excluded executive officers, suffering work-related injuries may be entitled to Workers' Compensation benefits from the employer or its insurance carrier.

IF YOU HAVE A WORK-RELATED INJURY OR AN OCCUPATIONAL DISEASE**The Employee Should:**

- Report the injury or occupational disease to the Employer immediately.
- Give written notice to the Employer within 30 days.
- File a claim with the Industrial Commission on a Form 18 immediately, but no later than 2 years from injury date or occupational disease. Give a copy to the Employer.
- If medical treatment and wage loss compensation are not promptly provided, call the insurance carrier/administrator or request a hearing before the Industrial Commission using a Form 33 Request for Hearing. Commission forms are available at website www.ic.nc.gov or by calling the Help Line.
- Your employer's workers' compensation insurance carrier is First Benefits Insurance Mutual
- The insurance policy number is WC-10162-2025
- Your employer's workers' compensation insurance policy is valid from 01/18/2025 until 01/18/2026

For assistance: Call the Industrial Commission HELP LINE—(800) 688-8349.

The Employer Should:

- Provide all necessary medical services to the Employee.
- Report the injury to the carrier/administrator and file a Form 19 Report of Injury within 5 days with the Industrial Commission, if the Employee misses more than 1 day from work or if cumulative medical costs exceed \$2,000.00.
- Give a copy of your completed Form 19 to the Employee along with a copy of a blank Form 18 Notice of Accident.
- Ensure that compensation is promptly paid as required under the Workers' Compensation Act.

**For assistance with Safety Education Training contact:
Director of Safety Education at (919) 807-2602 or safety@ic.nc.gov**



**NORTH CAROLINA INDUSTRIAL COMMISSION
1235 MAIL SERVICE CENTER
RALEIGH, NORTH CAROLINA 27699-1235**

Website: www.ic.nc.gov

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY****WC 00 00 01 B****INFORMATION PAGE****Policy No.: WC-10162-2025**

Insurer: First Benefits Insurance Mutual
PO Box 1951
Raleigh, NC 27602
(252) 255-0200

Agent: Towne Insurance Agency, LLC
dba Southern Insurance Agency
PO Box 1486
Kitty Hawk, NC 27949-1486

1. The Insured: Silver Lake Park LLC

Mailing Address: 436 Springvale Road
Great Falls, VA 22066

Entity type: Limited Liability Company (LLC)
FEIN: 820625300

Interstate/Intrastate Risk ID: 28207880

Other workplaces not shown above:
N/A

2. The policy period is from 01/18/202512:01 AM to 01/18/202612:01 AM at the insured's mailing address.

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: NC

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3A. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$500,000	each accident
Bodily Injury by Disease	\$500,000	policy limit
Bodily Injury by Disease	\$500,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: GA, KY, SC, VA

D. This policy includes these endorsements and schedules:
(See Attached Schedule)

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

(See Attached Schedule)

Minimum Premium: \$378

Total Estimated Annual Premium: \$1,536

Expense Constant: \$210

Servicing Office: PO Box 1951
Raleigh, NC 27602

Date Issued: _____

Countersigned by _____

Insured Copy



FIRST Benefits
INSURANCE MUTUAL
WORKERS COMPENSATION

Extension of Information
WC 00 00 01 B

WC-10162-2025

Policy Period: 1/18/2025 through 1/18/2026

Silver Lake Park LLC
395 Irvin Garris Hwy
Ocracoke, NC 27960

Classification of Operations

<u>Class Code</u>	<u>Description</u>	<u>Effective</u>	<u>Payroll/Exposure</u>	<u>Rate Per \$100</u>	<u>Premium</u>
North Carolina Premium					
Rating Period: 01/18/2025 - 01/18/2026					
9052	HOTEL: ALL OTHER EMPLOYEES & SALESPERSONS, DRIVERS	1/18/2025	\$146,276	0.840	\$1,229
	Total Manual Premium		\$146,276.00		\$1,229
				<u>Factor</u>	<u>Amount</u>
9807	Employers Liability - 500/500/500	1/18/2025		1.0080	\$10
9848	To Equal Minimum	1/18/2025			\$65
9898	NC - Experience Modification	1/18/2025		1.0000	\$0
	Standard Premium				\$1,304
0063	Premium Discount	1/18/2025		0.00%	\$0
0900	Expense Constant	1/18/2025		0.0000	\$210
9740	Terrorism	1/18/2025		1.0050	\$7
9741	Catastrophe	1/18/2025		1.0100	\$15
	Annual Premium				\$1,536
North Carolina Total Premium					\$1,536
Total Premium					\$1,536



WC-10162-2025

Policy Period: 01/18/2025 through 01/18/2026

Silver Lake Park LLC
436 Springvale Road
Great Falls VA, 22066

SCHEDULE OF FORMS AND ENDORSEMENTS

<u>Form Number:</u>	<u>Description</u>
	North Carolina Form 17
NCNotice	Notice of Terrorism Disclosure No. 2
WC000000C	Workers Compensation and Employers Liability Insurance Policy
WC000001B	Policy Information Page
WC000001B	Policy Information Page - Extension: Classification of Operations
WC000001B	Policy Information Page - Extension: Schedule of Forms and Endorsements
WC000001B	Policy Information Page - Extension: Schedule of Locations
WC000404	Pending Rate Change Endorsement
WC000414A	90-Day Reporting Requirement/Notification Of Change In Ownership Endorsement
WC000419	Premium Due Date Endorsement
WC000419A	Part Five-Premium Amendatory Endorsement
WC000421F	Catastrophe (Other than Terrorism) Premium Endorsement
WC000422C	Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement
WC000424	Audit Noncompliance Charge Endorsement
WC000425	Experience Rating Modification Factor Revision Endorsement
WC320301D	North Carolina Amended Coverage Endorsement



WC-10162-2025

Policy Period: 01/18/2025 through 01/18/2026

Silver Lake Park LLC
436 Springvale Road
Great Falls VA, 22066

Schedule of Locations

State:	NC	Address:	Silver Lake Park LLC
Location #	0001		395 Irvin Garris Hwy
			Ocracoke, NC 27960
State:	NC	Address:	Silver Lake Park LLC
Location #	0002		349 Irvin Garris Hwy
			Ocracoke, NC 27960

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION**A. The Policy**

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

**PART ONE
WORKERS COMPENSATION INSURANCE****A. How This Insurance Applies**

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other

(Ed. 1-15)

insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the

workers compensation law that apply to:

- a. benefits payable by this insurance;
- b. special taxes, payments into security or other special funds, and assessments payable by us under that law.

6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against

such third party as a result of injury to your employee;

2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651–1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901–944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

(Ed. 1-15)

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. **Bodily Injury by Disease.** The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and

2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE OTHER STATES INSURANCE

A. How This Insurance Applies

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal

papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE—PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

PART SIX—CONDITIONS**A. Inspection**

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury-in consultation with the Secretary of Homeland Security, and the Attorney General of the United States-to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$7.00, and does not include any charges for the portion of losses covered by the United States government under the Act.

Name of Insurer: First Benefits Insurance Mutual

Policy Number: WC-10162-2025

PENDING RATE CHANGE ENDORSEMENT

A rate change filing is being considered by the proper regulatory authority. The filing may result in rates different from the rates shown on the policy. If it does, we will issue an endorsement to show the new rates and their effective date.

If only one state is shown in Item 3.A. of the Information Page, this endorsement applies to that state. If more than one state is shown there, this endorsement applies only in the state shown in the Schedule.

Schedule

State

North Carolina

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured Silver Lake Park LLC

Policy No. WC-10162-2025

Endorsement No.
Premium \$1,536.00

Insurance Company
First Benefits Insurance Mutual

Countersigned by _____

WC 00 04 04
(Ed. 4-84)

90-DAY REPORTING REQUIREMENT—NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

You must report any change in ownership to us in writing within 90 days of the date of the change. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity, and other changes provided for in the applicable experience rating plan. Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes.

Failure to report any change in ownership, regardless of whether the change is reported within 90 days of such change, may result in revision of the experience rating modification factor used to determine your premium.

This reporting requirement applies regardless of whether an experience rating modification is currently applicable to this policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/18/2025
Insured Silver Lake Park LLC

Policy No. WC-10162-2025

Endorsement No.
Premium \$1,536.00

Insurance Company
First Benefits Insurance Mutual

Countersigned by _____

WC 00 04 14 A
(Ed. 1-19)

PREMIUM DUE DATE ENDORSEMENT

This endorsement is used to amend:

Section D. of Part Five of the policy is replaced by this provision.

**PART FIVE
PREMIUM**

D. **Premium** is amended to read:

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. **The due date for audit and retrospective premiums is the date of the billing.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/18/2025
Insured Silver Lake Park LLC

Policy No. WC-10162-2025

Endorsement No.
Premium: \$1,536.00

Insurance Company
First Benefits Insurance MutualPO
Box 1951

Countersigned by _____

WC 00 04 19
(Ed. 1-01)

PART FIVE-PREMIUM AMENDATORY ENDORSEMENT

This endorsement amends Part Five - Premium of the policy as follows:

Part Five - Premium, Section A. (Our Manuals) is replaced by the following provision:

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, and loss costs (as applicable), rating plans, forms, endorsements, and classifications, and such manuals are expressly incorporated by reference into, and apply to, this policy and any renewals (our manuals). As used in this policy and any renewals, our manuals means manuals that have been:

1. Developed in any format and filed by the respective state-designated workers compensation rating or advisory organization on our behalf with the appropriate state insurance regulatory authority; or
2. Developed in any format and filed by the respective state rating bureau on our behalf with the appropriate state insurance regulatory authority; or
3. Developed in any format and filed by us with the appropriate state insurance regulatory authority; and
4. For each or any of the three scenarios above, the manuals also must be approved for use by the appropriate state insurance regulatory authority, or as otherwise authorized by law as applicable.

We may change our manuals and apply the changes to this policy and any renewals if such manual changes are approved for use by the appropriate state insurance regulatory authority, or as otherwise authorized by the law as applicable.

Part Five - Premium, Section D. (Premium Payments) is replaced by the following provision

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. **The due date for audit and retrospective premiums is the due date specified in the billing for the policy.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated .

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/18/2025
Insured Silver Lake Park LLC

Policy No. WC-10162-2025

Endorsement No.
Premium \$1,536.00

Insurance Company
First Benefits Insurance Mutual

Countersigned by _____

WC 00 04 19 A
(08-2022)

CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT

This endorsement is notification that we are charging premium to cover the losses that may occur in the event of a Catastrophe (Other Than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism). Coverage for such losses is subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations. This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement attached to this policy.

For purposes of this endorsement, Catastrophe (Other Than Certified Acts of Terrorism) is defined as: A single event or peril resulting in a group of claims with aggregate workers compensation losses in excess of \$50 million. This \$50 million threshold applies per occurrence, across all states for which claims arise from a single event or peril.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

Schedule		
State	Rate	Premium
NC	0.010	\$15.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/18/2025

Policy No. WC-10162-2025

Endorsement No.

Insured Silver Lake Park LLC

Premium: \$1,536.00

Insurance Company
First Benefits Insurance Mutual

Countersigned by _____

WC 00 04 21 F

(ED. 08-2022 Countrywide, Ed. 07-2022 in Texas)

TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

“Act” means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.

“Act of Terrorism” means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements :

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property, or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

“Insured Loss” means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

“Insurer Deductible” means, for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed \$200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

Schedule		
State	Rate	Premium
NC	0.005	\$7.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/18/2025	Policy No. WC-10162-2025	Endorsement No.
Insured Silver Lake Park LLC		Premium \$1,536.00

Insurance Company First Benefits Insurance Mutual	Countersigned by _____
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AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT

Part Five—Premium, Section G. (Audit) of the Workers Compensation and Employers Liability Insurance Policy is revised by adding the following:

If you do not allow us to examine and audit all of your records that relate to this policy, and/or do not provide audit information as requested, we may apply an Audit Noncompliance Charge. The method for determining the Audit Noncompliance Charge by state, where applicable, is shown in the Schedule below.

If you allow us to examine and audit all of your records after we have applied an Audit Noncompliance Charge, we will revise your premium in accordance with our manuals and Part 5—Premium, E. (Final Premium) of this policy.

Failure to cooperate with this policy provision may result in the cancellation of your insurance coverage, as specified under the policy.

Note:

For coverage under state-approved workers compensation assigned risk plans, failure to cooperate with this policy provision may affect your eligibility for coverage.

Schedule

State(s)	Basis of Audit Noncompliance Charge	Maximum Audit Noncompliance Charge Multiplier
NC	Estimated Annual Premium	Up to three times

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured Silver Lake Park LLC

Policy No. WC-10162-2025

Endorsement No.
Premium \$1,536.00

Insurance Company
First Benefits Insurance Mutual

Countersigned by _____

EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDORSEMENT

This endorsement is added to Part Five—Premium of the policy.

The premium for the policy is adjusted by an experience rating modification factor. The factor shown on the Information Page may be revised and applied to the policy in accordance with our manuals and endorsements. We will issue an endorsement to show the revised factor, if different from the factor shown, when it is calculated.

NC -- 18/01/2025 - 18/01/2026 : 1.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/18/2025

Policy No. WC-10162-2025

Endorsement No.

Insured Silver Lake Park LLC

Premium 1536

Insurance Company

First Benefits Insurance Mutual

Countersigned by _____

North Carolina Amended Coverage Endorsement

This endorsement applies only to the insurance provided by the policy because North Carolina is shown in Item 3.A. of the Information Page.

The **Cancellation** Condition of the policy is replaced by this Condition:

D. Cancellation and Nonrenewal

1. You may cancel this policy.

If you cancel this policy, you must mail or deliver advance written notice to us stating when the cancellation is to take effect.

2. We may cancel this policy.

- (a) If this policy has been in effect for fewer than 60 days and is not a renewal policy, we may cancel this policy for any reason by giving you at least 30 days prior written notice of cancellation and the reasons for cancellation by registered or certified mail, return receipt requested.
- (b) If this policy has been in effect for at least 60 days or is a renewal policy, we may not cancel this policy without your prior written consent, except for any one of the following reasons:
 - (1) Nonpayment of premium in accordance with the policy terms.
 - (2) An act or omission by you or your representative that constitutes material misrepresentation or nondisclosure of a material fact in obtaining the policy, continuing the policy, or presenting a claim under the policy.
 - (3) Increased hazard or material change in the risk assumed that could not have been reasonably contemplated by you and us at the time of assumption of the risk.
 - (4) Substantial breach of contractual duties, conditions, or warranties that materially affects the insurability of the risk.
 - (5) A fraudulent act against us by you or your representative that materially affects the insurability of the risk.
 - (6) Willful failure by you or your representative to institute reasonable loss control measures that materially affect the insurability of the risk after written notice by us.
 - (7) Loss of facultative reinsurance or loss of or substantial changes in applicable reinsurance as provided in G.S. 58-41-30.
 - (8) Your conviction of a crime arising out of acts that materially affect the insurability of the risk.
 - (9) A determination by the Commissioner that the continuation of this policy would place us in violation of the laws of North Carolina.
 - (10) You fail to meet the requirements contained in our corporate charter, articles of incorporation, or bylaws, when we are a company organized for the sole purpose of providing members of an organization with insurance coverage in North Carolina.
- (c) If we cancel for any of the reasons listed in paragraph (b), we must provide you with at least 15 days prior written notice of cancellation stating the precise reason for cancellation. We may provide this notice by registered or certified mail, return receipt requested, to you and any other person designated in the policy to receive notice of cancellation at the addresses shown in the policy or, if not indicated in the policy, at the last known addresses. Whenever notice of cancellation is given by registered or certified mail, cancellation will not be effective unless and until that method is employed and completed. Notice of intent to cancel given by registered or certified mail shall be conclusively presumed completed three days after the notice is sent if, on the same day that notice is sent by registered or certified mail, the insurer also provides notice by first-class mail and by electronic means if available as defined in G.S. 58-2-255(a) to the insured and any other person designated in the policy to receive notice. Any such supplemental notice given by electronic means shall be effective for the limited purpose of establishing this conclusive presumption. Notice of cancellation may also be given by any method permitted for service of process pursuant to Rule 4 of the North Carolina Rules of Civil Procedure. Failure to send notice as provided in this paragraph to any other person designated in the policy to receive notice of cancellation invalidates the cancellation only as to that other person's interest.
- (d) Cancellation for nonpayment of premium is not effective if the amount due is paid before the effective date stated in the notice of cancellation.

3. We may refuse to renew this policy:

(Ed. 07-2018)

- (a) If this policy is for a term of one year or less, we must provide you with notice of nonrenewal at least 45 days prior to the expiration date of the policy.
- (b) If this policy is for a term of more than one year or for an indefinite term, then to nonrenew the policy at the policy anniversary date we must provide you with notice of nonrenewal at least 45 days prior to the anniversary date of the policy.
- (c) The notice of nonrenewal must state the precise reason for nonrenewal. Failure to send this notice, as provided in paragraphs 3 and 5, to any other person designated in the policy to receive this notice invalidates the nonrenewal only as to that other person's interest.
- (d) Any nonrenewal attempted or made that is not in compliance with paragraphs (a), (b) and (c) is not effective. Paragraphs (a), (b) and (c) do not apply if you have obtained insurance elsewhere, have accepted replacement coverage, or have requested or agreed to nonrenewal.
4. Whenever we lower coverage limits, raise deductibles, or raise premium rates for reasons within our exclusive control and other than at your request, we will mail you written notice of the change at least 30 days in advance of the effective date of the change. As used in this paragraph, the phrase, "reasons within our exclusive control" does not mean experience modification changes, exposure changes, or loss cost rate changes.
5. We must provide the notice required by paragraphs 3 and 4 by mail to you and any other person designated in the policy to receive this notice at the addresses shown in the policy or, if not indicated in the policy, at the last known addresses. Mailing copies of the notice by regular first-class mail satisfies the notice requirements of paragraphs 3, 4 and 5.
6. We will also send copies of the notice required by this endorsement to the agent or broker of record, though failure to send copies of the notice to the agent or broker of record will not invalidate a cancellation or nonrenewal. Mailing copies of the notice by regular first-class mail to the agent or broker of record satisfies the requirements of this paragraph. Notice of nonrenewal may also be given by any method permitted for service of process pursuant to Rule 4 of the North Carolina Rules of Civil Procedure.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/18/2025
Insured Silver Lake Park LLC

Policy No. WC-10162-2025

Endorsement No.
Premium \$1,536.00

Insurance Company
First Benefits Insurance Mutual PO Box 1951
Raleigh, NC 27602

Countersigned by _____

WC 32 03 01 D
(Ed. 07-2018)



WC-10162-2025

Policy Period: 01/18/2025 through 01/18/2026

Silver Lake Park LLC
PO Box 1716
Ocracoke NC, 27960

Schedule of Locations

State: NC
Location # 0001

Address: Silver Lake Park LLC
395 Irvin Garriss Hwy
Ocracoke, NC 27960

State: NC
Location # 0002

Address: Silver Lake Park LLC
439 Irvin Garrish Hwy
Ocracoke, NC 27960



FIRST Benefits
INSURANCE MUTUAL
WORKERS COMPENSATION

Extension of Information
WC 00 00 01 B

WC-10162-2025

Policy Period: 1/18/2025 through 1/18/2026

Silver Lake Park LLC
395 Irvin Garriss Hwy
Ocracoke, NC 27960

Classification of Operations

<u>Class Code</u>	<u>Description</u>	<u>Effective</u>	<u>Payroll/Exposure</u>	<u>Rate Per \$100</u>	<u>Premium</u>
North Carolina Premium					
Rating Period: 01/18/2025 - 01/18/2026					
9052	HOTEL: ALL OTHER EMPLOYEES & SALESPERSONS, DRIVERS	1/18/2025	\$146,276	0.840	\$1,229
	Total Manual Premium		\$146,276.00		\$1,229
				<u>Factor</u>	<u>Amount</u>
9807	Employers Liability - 500/500/500	1/18/2025		1.0080	\$10
9848	To Equal Minimum	1/18/2025			\$65
9898	NC - Experience Modification	1/18/2025		1.0000	\$0
	Standard Premium				\$1,304
0063	Premium Discount	1/18/2025		0.00%	\$0
0900	Expense Constant	1/18/2025		0.0000	\$210
9740	Terrorism	1/18/2025		1.0050	\$7
9741	Catastrophe	1/18/2025		1.0100	\$15
	Annual Premium				\$1,536
North Carolina Total Premium					\$1,536
Total Premium					\$1,536

POLICY INFORMATION PAGE ENDORSEMENT

The following item(s)

- | | |
|---|---|
| <input type="checkbox"/> Insured's Name (WC 89 06 01) | <input type="checkbox"/> Item 3.A. States (WC 89 06 11) |
| <input type="checkbox"/> Policy Number (WC 89 06 02) | <input type="checkbox"/> Item 3.B. Limits (WC 89 06 12) |
| <input type="checkbox"/> Effective Date (WC 89 06 03) | <input type="checkbox"/> Item 3.C. States (WC 89 06 13) |
| <input type="checkbox"/> Expiration Date (WC 89 06 04) | <input type="checkbox"/> Item 3.D. Endorsement Numbers (WC 89 06 14) |
| <input type="checkbox"/> Insured's Mailing Address (WC 89 06 05) | <input type="checkbox"/> Item 4.* Class, Rate, Other (WC 89 04 15) |
| <input type="checkbox"/> Experience Modification (WC 89 04 06) | <input type="checkbox"/> Interim Adjustment of Premium (WC 89 04 16) |
| <input type="checkbox"/> Producer's Name (WC 89 06 07) | <input type="checkbox"/> Carrier Servicing Office (WC 89 06 17) |
| <input type="checkbox"/> Change in Workplace of Insured (WC 89 06 08) | <input type="checkbox"/> Interstate/Intrastate Risk ID Number (WC 89 06 18) |
| <input type="checkbox"/> Insured's Legal Status (WC 89 06 10) | <input type="checkbox"/> Carrier Number (WC 89 06 19) |
| | <input type="checkbox"/> Issuing Agency/Producer Office Address (WC 89 06 25) |

is changed to read:

updated address for secondary location

*Item 4. Change To:

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium

Total Estimated Annual Premium \$ 1,536.00

Minimum Premium \$ 378.00

Deposit Premium \$ 0.00

All other terms and conditions of this policy remain unchanged.

New Estimate Premium: \$1,536.00
Less Previously Billed: \$1,536.00
Additional Due: \$0.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/11/2025
Insured Silver Lake Park LLC

Policy No. WC-10162-2025

Endorsement No. 1
Premium 1,536.00

Insurance Company
First Benefits Insurance Mutual

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE CINCINNATI SPECIALTY UNDERWRITERS INSURANCE COMPANY

P.O. Box 145496, CINCINNATI, OH 45250-5496

POLICY CHANGE ENDORSEMENT

Attached to and forming part of POLICY NUMBER: CSU0181831

Policy Change Endorsement Number: 2

NAMED INSURED AND MAILING ADDRESS:

Silver Lake Park, LLC

Refer to Named Insured Schedule CSIA 409

PO BOX 1716

OCRACOKE NC 27960

PRODUCER - Your contact for matters pertaining to this policy:

Towne Insurance Agency, LLC

4112 N CROATAN HWY

KITTY HAWK NC 27949

32-132

Broker: 1897317

CSU Producer Resources, Inc.

6200 South Gilmore Road

Fairfield, OH 45014-5141

Scott Hintze

Effective Date of Policy Change: 04/11/2025

Signature of authorized representative or countersignature,
where applicable:

	ADDITIONAL PREMIUM	RETURN PREMIUM
Policy Change Premium	\$.00	\$.00
Terrorism Risk Insurance Extension Act	\$.00	\$.00
Surplus lines taxes	\$.00	\$.00
Stamping fee	\$.00	\$.00
Other taxes or fees	\$.00	\$.00
TOTAL DUE:	\$.00	\$.00

NET TOTAL

\$.00

\$.00

THIS IS NOT A BILL. You will receive a separate invoice if a premium charge or return is due.

TYPE OF CHANGE	COVERAGE	DESCRIPTION
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Amend

Other

Amending location #2 address per
form CSGA403 - 439 IRVIN GARRISH
HWY

The policy is changed as described in this endorsement. All other terms and conditions are unchanged.

CSIA 411 01 11

Page 1 of 1



The Cincinnati Specialty Underwriters Insurance Company

A Stock Insurance Company

Headquarters: 6200 S. Gilmore Road, Fairfield, OH 45014-5141

Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496

www.cinfin.com ■ 513-870-2000

COMMON POLICY DECLARATIONS

POLICY NUMBER: CSU0181831

PREVIOUS POLICY NUMBER: CSU0181831

NAMED INSURED AND MAILING ADDRESS:

Silver Lake Park, LLC

Refer to Named Insured Schedule CSIA409

PO BOX 1716

OCRACOKE NC 27960

PRODUCER - Your contact for matters pertaining to this policy: 32-132

Towne Insurance Agency, LLC

4112 N CROATAN HWY

KITTY HAWK NC 27949

Surplus Lines Broker:
1897317

CSU Producer Resources, Inc.
6200 South Gilmore Road
Fairfield, OH 45014-5141
Scott Hintze

Policy Period: From 01/19/2025 To 01/19/2026 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

Form of Business:

☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture ☒ Limited Liability Company ☐ Other

Business Description: Motel Operation

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

COVERAGE PARTS	PREMIUM
DEPOSIT PREMIUM	
Commercial General Liability	\$ 5,648.00
Terrorism Risk Insurance Extension Act	\$ 54.00
TOTAL POLICY PREMIUM	\$ 5,702.00
CANCELLATION MINIMUM EARNED PREMIUM IS 25.0% OF TOTAL POLICY PREMIUM.	
Broker Fee	\$ 50.00
Surplus Lines Taxes	\$ 285.10
Stamping Fee	\$ 17.11
Other Taxes or Fees	N/A
TOTAL	\$ 6,054.21

Premium is subject to annual audit: ☒ Yes ☐ No

NOTICE TO POLICYHOLDER:

The insurance company with which this coverage has been placed is not licensed by the State of North Carolina and is not subject to its supervision. In the event of the insolvency of the insurance company, losses under this policy will not be paid by any State insurance guaranty or solvency fund.

Billing Method: Direct Bill

THIS IS NOT A BILL. You will receive a separate invoice if a premium charge or return is due.

FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY AT TIME OF ISSUE:

Refer to Forms and Endorsements Schedule CSIA406

THIS COMMON POLICY DECLARATIONS AND THE SUPPLEMENTAL DECLARATION(S) TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORM(S) AND ENDORSEMENT(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Signed by: _____ Date _____
(Authorized representative or countersignature, where applicable)

Forms and Endorsements Schedule

POLICY NUMBER: CSU0181831

POLICY EFFECTIVE DATE: 01/19/2025

NAMED INSURED: Silver Lake Park, LLC

FORMS APPLICABLE

Forms Applicable - Common Forms

CSIA411 (01/11)	Policy Change Endorsement
CSIA501 (07/14)	Common Policy Declarations
CSIA409 (01/08)	Named Insured Schedule
CSIA410 (03/08)	Notice to Policyholders
CSIA417 (01/15)	Cap On Losses From Certified Acts Of Terrorism
CSIA448 (09/20)	Policyholder Notice Terrorism Insurance Coverage
CSIA403 (11/17)	Special Provisions - Premium
CSIA404 (08/07)	Service of Suit
CSIA464 (02/23)	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policy
CSIA301 (02/23)	War Exclusion

Forms Applicable - Commercial General Liability

CSGA501 (04/08)	Commercial General Liability Coverage Part Declarations
CSGA403 (10/07)	Liability Premises Schedule
CSGA408 (04/08)	Commercial General Liability Classification and Premium Schedule
CG0001TOC (04/13)	Commercial General Liability Coverage Form Table of Contents
CG0001 (04/13)	Commercial General Liability Coverage Form
CSGA401TOC (02/13)	Changes to Commercial General Liability Coverage Form Table of Contents
CSGA401 (02/13)	Changes to Commercial General Liability Coverage Form
CG0300 (01/96)	Deductible Liability Insurance
CG2150 (04/13)	Amendment of Liquor Liability Exclusion
CG2196 (03/05)	Silica Or Silica-Related Dust Exclusion
CSGA306 (04/20)	Exclusion - Communicable Disease, Contagious Disease or Infectious Disease

Forms and Endorsements Schedule

POLICY NUMBER: CSU0181831

POLICY EFFECTIVE DATE: 01/19/2025

NAMED INSURED: Silver Lake Park, LLC

FORMS APPLICABLE

Forms Applicable - Commercial General Liability

CG2426 (04/13)	Amendment of Insured Contract Definition
CSGA418 (06/08)	Amendment of Pollutants Definition
CSGA361 (06/08)	Exclusion - Fungi or Bacteria
CSGA439 (11/08)	Amendment of Duties in the Event of Occurrence Offense Claim or Suit Condition
CG2147 (12/07)	Employment-Related Practices Exclusion
CSGA4102 (07/19)	Limitation of Coverage to Designated Premises
CG2018 (12/19)	Additional Insured - Mortgagee, Assignee or Receiver
CG2018 (12/19)	Additional Insured - Mortgagee, Assignee or Receiver
CG2245 (04/13)	Exclusion - Specified Therapeutic or Cosmetic Services
CSGA3195 (11/22)	Exclusion - Perfluorinated Compounds (PFC) and Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)
CSGA3203 (04/23)	Exclusion - Human Trafficking
CG2185 (12/23)	Exclusion - Electronic Data - Deletion of Bodily Injury Exception
CSGA3205 (06/23)	Exclusion - Cyber Liability
CSGA3206 (06/23)	Exclusion - Privacy Violation Liability
CSGA301 (02/21)	Exclusion - Assault or Battery
CG2149 (09/99)	Total Pollution Exclusion Endorsement
CSGA364 (06/08)	Exclusion - Coverage C - Medical Payments
IL0017 (11/98)	Common Policy Conditions
IL0021 (09/08)	Nuclear Energy Liability Exclusion Endorsement
CSLL348 (01/08)	Limitation - No Stacking of Limits of Insurance
IL0003 (09/08)	Calculation of Premium

Commercial General Liability Premises Schedule

POLICY NUMBER: CSU0181831

POLICY EFFECTIVE DATE: 01/19/2025

☒ **if Supplemental
Declarations Is Attached**

NAMED INSURED: Silver Lake Park, LLC

LOC.	ADDRESS
1	395 IRVIN GARRISH HWY OCRACOKE NC 27960
2	439 IRVIN GARRISH HWY OCRACOKE NC 27960

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE CINCINNATI SPECIALTY UNDERWRITERS INSURANCE COMPANY

P.O. Box 145496, CINCINNATI, OH 45250-5496

POLICY CHANGE ENDORSEMENT

Attached to and forming part of POLICY NUMBER: CSU0181832

Policy Change Endorsement Number: 3

NAMED INSURED AND MAILING ADDRESS:

Silver Lake Property, LLC

Refer to Named Insured Schedule CSIA 409

PO BOX 1716

OCRACOKE NC 27960

PRODUCER - Your contact for matters pertaining to this policy:

Towne Insurance Agency, LLC

4112 N CROATAN HWY

KITTY HAWK NC 27949

32-132

Broker: 1897317

CSU Producer Resources, Inc.

6200 South Gilmore Road

Fairfield, OH 45014-5141

Scott Hintze

Effective Date of Policy Change: 04/11/2025

Signature of authorized representative or countersignature,
where applicable:

	ADDITIONAL PREMIUM	RETURN PREMIUM
Policy Change Premium	\$.00	\$.00
Terrorism Risk Insurance Extension Act	\$.00	\$.00
Surplus lines taxes	\$.00	\$.00
Stamping fee	\$.00	\$.00
Other taxes or fees	\$.00	\$.00
TOTAL DUE:	\$.00	\$.00

NET TOTAL

\$.00

\$.00

THIS IS NOT A BILL. You will receive a separate invoice if a premium charge or return is due.

TYPE OF CHANGE	COVERAGE	DESCRIPTION
----------------	----------	-------------

Amend

Other

Amending location #3 address per
form CSGA403 - 439 IRVIN GARRISH
HWY

The policy is changed as described in this endorsement. All other terms and conditions are unchanged.

CSIA 411 01 11

Page 1 of 1



The Cincinnati Specialty Underwriters Insurance Company

A Stock Insurance Company

Headquarters: 6200 S. Gilmore Road, Fairfield, OH 45014-5141

Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496

www.cinfin.com ■ 513-870-2000

COMMON POLICY DECLARATIONS

POLICY NUMBER: CSU0181832

PREVIOUS POLICY NUMBER: CSU0181832

NAMED INSURED AND MAILING ADDRESS:

Silver Lake Property, LLC

Refer to Named Insured Schedule CSIA409

PO BOX 1716

OCRACOKE NC 27960

PRODUCER - Your contact for matters pertaining to this policy: 32-132

Towne Insurance Agency, LLC

4112 N CROATAN HWY

KITTY HAWK NC 27949

Surplus Lines Broker:
1897317

CSU Producer Resources, Inc.
6200 South Gilmore Road
Fairfield, OH 45014-5141
Scott Hintze

Policy Period: From 01/19/2025 To 01/19/2026 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

Form of Business:

☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture ☒ Limited Liability Company ☐ Other

Business Description: Lessors Risk

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

COVERAGE PARTS	PREMIUM
DEPOSIT PREMIUM	
Commercial General Liability	\$ 5,067.00
Terrorism Risk Insurance Extension Act	Excluded
TOTAL POLICY PREMIUM	\$ 5,067.00
CANCELLATION MINIMUM EARNED PREMIUM IS 25.0% OF TOTAL POLICY PREMIUM.	
Broker Fee	\$ 50.00
Surplus Lines Taxes	\$ 253.35
Stamping Fee	\$ 15.20
Other Taxes or Fees	N/A
TOTAL	\$ 5,385.55

Premium is subject to annual audit: ☐ Yes ☒ No

NOTICE TO POLICYHOLDER:

The insurance company with which this coverage has been placed is not licensed by the State of North Carolina and is not subject to its supervision. In the event of the insolvency of the insurance company, losses under this policy will not be paid by any State insurance guaranty or solvency fund.

Billing Method: Direct Bill

THIS IS NOT A BILL. You will receive a separate invoice if a premium charge or return is due.

FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY AT TIME OF ISSUE:

Refer to Forms and Endorsements Schedule CSIA406

THIS COMMON POLICY DECLARATIONS AND THE SUPPLEMENTAL DECLARATION(S) TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORM(S) AND ENDORSEMENT(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Signed by: _____ Date _____
(Authorized representative or countersignature, where applicable)

Forms and Endorsements Schedule

POLICY NUMBER: CSU0181832

POLICY EFFECTIVE DATE: 01/19/2025

NAMED INSURED: Silver Lake Property, LLC

FORMS APPLICABLE

Forms Applicable - Common Forms

CSIA411 (01/11)	Policy Change Endorsement
CSIA501 (07/14)	Common Policy Declarations
CSIA409 (01/08)	Named Insured Schedule
CSIA410 (03/08)	Notice to Policyholders
CSIA448 (09/20)	Policyholder Notice Terrorism Insurance Coverage
CSIA403 (11/17)	Special Provisions - Premium
CSIA404 (08/07)	Service of Suit
CSIA464 (02/23)	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policy
CSIA301 (02/23)	War Exclusion
CSIA300 (01/15)	Exclusion Of Certified Acts And Other Acts Of Terrorism

Forms Applicable - Commercial General Liability

CSGA501 (04/08)	Commercial General Liability Coverage Part Declarations
CSGA403 (10/07)	Liability Premises Schedule
CSGA408 (04/08)	Commercial General Liability Classification and Premium Schedule
CG0001TOC (04/13)	Commercial General Liability Coverage Form Table of Contents
CG0001 (04/13)	Commercial General Liability Coverage Form
CSGA401TOC (02/13)	Changes to Commercial General Liability Coverage Form Table of Contents
CSGA401 (02/13)	Changes to Commercial General Liability Coverage Form
CG2018 (12/19)	Additional Insured - Mortgagee, Assignee or Receiver
CG2018 (12/19)	Additional Insured - Mortgagee, Assignee or Receiver
CG2018 (12/19)	Additional Insured - Mortgagee, Assignee or Receiver
CG0300 (01/96)	Deductible Liability Insurance

Forms and Endorsements Schedule

POLICY NUMBER: CSU0181832

POLICY EFFECTIVE DATE: 01/19/2025

NAMED INSURED: Silver Lake Property, LLC

FORMS APPLICABLE

Forms Applicable - Commercial General Liability

CG2150 (04/13)	Amendment of Liquor Liability Exclusion
CG2196 (03/05)	Silica Or Silica-Related Dust Exclusion
CSGA306 (04/20)	Exclusion - Communicable Disease, Contagious Disease or Infectious Disease
CG2426 (04/13)	Amendment of Insured Contract Definition
CSGA418 (06/08)	Amendment of Pollutants Definition
CSGA361 (06/08)	Exclusion - Fungi or Bacteria
CSGA439 (11/08)	Amendment of Duties in the Event of Occurrence Offense Claim or Suit Condition
CG2147 (12/07)	Employment-Related Practices Exclusion
CSGA4102 (07/19)	Limitation of Coverage to Designated Premises
CSGA3195 (11/22)	Exclusion - Perfluorinated Compounds (PFC) and Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)
CG2185 (12/23)	Exclusion - Electronic Data - Deletion of Bodily Injury Exception
CSGA3205 (06/23)	Exclusion - Cyber Liability
CSGA3206 (06/23)	Exclusion - Privacy Violation Liability
CSGA301 (02/21)	Exclusion - Assault or Battery
CG2149 (09/99)	Total Pollution Exclusion Endorsement
CSGA364 (06/08)	Exclusion - Coverage C - Medical Payments
IL0017 (11/98)	Common Policy Conditions
IL0021 (09/08)	Nuclear Energy Liability Exclusion Endorsement
CSLL348 (01/08)	Limitation - No Stacking of Limits of Insurance
IL0003 (09/08)	Calculation of Premium

Commercial General Liability Premises Schedule

POLICY NUMBER: CSU0181832

POLICY EFFECTIVE DATE: 01/19/2025

☒ **if Supplemental
Declarations Is Attached**

NAMED INSURED: Silver Lake Property, LLC

LOC.	ADDRESS
1	410 IRVIN GARRISH HWY OCRACOKE NC 27960
2	395 IRVIN GARRISH HWY OCRACOKE NC 27960
3	439 IRVIN GARRISH HWY OCRACOKE NC 27960