



Lloyd's Certificate

This Insurance is effected with certain Underwriters at Lloyd's, London.

This Certificate is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

The Assured is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding this Certificate should be addressed to the following Correspondent:

Risk Placement Services, Inc.
Attn: Bob Hanson
525 West Van Buren, Suite 1325
Chicago, IL 60607

CERTIFICATE PROVISIONS

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
2. **Correspondent Not Insurer.** The Correspondent is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those Underwriters at Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
3. **Cancellation.** If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
4. **Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
5. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.
6. **Short Rate Cancellation.** If the attached provisions provide for cancellation, the table below will be used to calculate the short rate proportion of the premium when applicable under the terms of cancellation.

Short Rate Cancellation Table For Term of One Year.

Days Insurance in Force	Per Cent. of one year Premium	Days Insurance in Force	Per Cent. of one year Premium
1	5	154 - 156	53
2	6	157 - 160	54
3 - 4	7	161 - 164	55
5 - 6	8	165 - 167	56
7 - 8	9	168 - 171	57
9 - 10	10	172 - 175	58
11 - 12	11	176 - 178	59
13 - 14	12	179 - 182 (6 mos)	60
15 - 16	13	183 - 187	61
17 - 18	14	188 - 191	62
19 - 20	15	192 - 196	63
21 - 22	16	197 - 200	64
23 - 25	17	201 - 205	65
26 - 29	18	206 - 209	66
30 - 32 (1 mos)	19	210 - 214 (7 mos)	67
33 - 36	20	215 - 218	68
37 - 40	21	219 - 223	69
41 - 43	22	224 - 228	70
44 - 47	23	229 - 232	71
48 - 51	24	233 - 237	72
52 - 54	25	238 - 241	73
55 - 58	26	242 - 246 (8 mos)	74
59 - 62 (2 mos)	27	247 - 250	75

63 - 65	28	251 - 255	76
66 - 69	29	256 - 260	77
70 - 73	30	261 - 264	78
74 - 76	31	265 - 269	79
77 - 80	32	270 - 273	(9 mos) 80
81 - 83	33	274 - 278	81
84 - 87	34	279 - 282	82
88 - 91	(3 mos) 35	283 - 287	83
92 - 94	36	288 - 291	84
95 - 98	37	292 - 296	85
99 - 102	38	297 - 301	86
103 - 105	39	302 - 305	(10 mos) 87
106 - 109	40	306 - 310	88
110 - 113	41	311 - 314	89
114 - 116	42	315 - 319	90
117 - 120	43	320 - 323	91
121 - 124	(4 mos) 44	324 - 328	92
125 - 127	45	329 - 332	93
128 - 131	46	333 - 337	(11 mos) 94
132 - 135	47	338 - 342	95
136 - 138	48	343 - 346	96
139 - 142	49	347 - 351	97
143 - 146	50	352 - 355	98
147 - 149	51	356 - 360	99
150 - 153	(5 mos) 52	361 - 365	(12 mos) 100

Rules applicable to insurance with terms less than or more than one year:

- A. If insurance has been in force for one year or less, apply the short rate table for annual insurance to the full annual premium determined as for insurance written for a term of one year.
- B. If insurance has been in force for more than one year:
 1. Determine full annual premium as for insurance written for a term of one year.
 2. Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the policy was originally written.
 3. Add premium produced in accordance with items (1) and (2) to obtain earned premium during full period insurance has been in force.

Policy/Endorsement Face Page (Florida)

Insured's Name: The Lakes Of Deer Creek Condo Assn
Policy #: Crime-P-0977737
Policy Period: From 09/22/2021 to 09/22/2022
Endorsement:
Surplus Lines Agent's Name: Albert Geraci
Surplus Lines Agent's Address: 2400 E. Commercial Blvd., Ste 728, Fort Lauderdale, FL 33308
Surplus Lines Agent's License #: P176271
Producing Agent's Name: Frank Pettineo Jr.
Producing Agent's Physical Address: ,

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

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

Policy Premium: \$1,800 Policy Fee: \$0 Inspection Fee: _____
Tax: \$88.92 Service Fee: \$1.08 Citizen's Assmt: _____
EMPA Surcharge: _____ FHCF Assmt: _____
Surplus Lines Agent's Countersignature:



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

COMMERCIAL CRIME INSURANCE POLICY

SCHEDULE

SECURITY: Argenta Syndicate 2121 ARG – 33.34%
Markel International Limited LIRMA T3902 – 33.33%
Newline Holdings UK Limited 1218 NWL – 33.33%

Policy Number: Crime-P-0977737

Authority Reference Number: B1262FI1505621

Item 1. Policyholder:
The Lakes Of Deer Creek Condo Assn

Item 2. Principal Address:
633 Edgewater Drive
Deerfield Beach
FL
33442

Item 3. Policy Period:
From: 09/22/2021
To: 09/22/2022

both days 12.01am L.S.T. (Local Standard Time) means the time applicable on the relevant date at the Principal Address

Item 4. Limit of Indemnity:
\$1,500,000 each Single Loss and in the aggregate

Item 5. Retention:
\$10,000 each Single Loss

Item 6. Retroactive Date:
None

Item 7. Acquisition Limit:
50%

Item 8. Premium: \$1,800 for 100% of the Policy Period
Stamping Office Fee - FLSO \$1.08
Surplus Lines Tax - FLDFS \$88.92
Total: \$1,890

Item 9. Insurer:

As per Securities Details

Item 10. Notification:

Kaufman Dolowich & Voluck, LLP
135 South LaSalle St.,
Suite 2100,
Chicago, IL, 60603
EMAIL: crimenotice@kdvlaw.com

Item 11. Territorial Limits:

Worldwide

Item 12. Service of Suit:

Lloyd's America, Inc.
Attention: Legal Department 280 Park Avenue,
East Tower, 25th Floor
New York, NY 10017

Risk Situated in California:

Eileen Ridley
FLWA Service Corp.
c/o Foley & Lardner LLP
555 California Street, Suite 1700
San Francisco, CA
94104-1520

Item 13. Law:

State as per **Principle Address** in **Item 2.**

Item 14. Complaints:

For any Complaints please contact:

RPS.Complaints@rpsins.com

LSW1001 – Several Liability Notice

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

The Insurer is a surplus lines insurer, is not licensed by the State and is subjected to limited regulation. In the event of insolvency of the Insurer, the insurance is not covered by the State's guaranty fund. This policy may be subject to surplus lines taxes, stamping fees, surcharges, and certain surplus lines reporting requirements mandated by state regulations. The Surplus Lines Broker is responsible for the disclosure of all related taxes, surcharges, and fees. The Surplus Lines Broker is also responsible for the applicable surplus lines reporting requirements including but not limited to the submission of diligent search forms.

09/22/2021

Dated at



Correspondent



One Lime Street London EC3M 7HA

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ENDORSEMENTS

Privacy Policy Statement

US Surplus Lines clause

Nuclear Incident Exclusion Clause-Liability-Direct (Broad)

Unpaid Account Receivable ('Phishing') Exclusion Endorsement

Radioactive Contamination And Explosive Nuclear Assemblies Exclusion Clause

War And Civil War Exclusion Clause

Data Protection Short Form Information Notice (Layer 1)

POLICY WORDING

In consideration of the premium shown in Item 8 of the Schedule and subject to all terms, conditions and limitations of this Policy,

1. Insuring Agreements

1.1 Theft

The Insurer will indemnify the Insured for all Loss, first Discovered during the Policy Period , which results directly from:

- (i) Theft of the Money, Securities, Property or Funds of the Insured by any Employee or by any Third Party, or by any Employee acting in conjunction with any Third Party;
- (ii) Criminal Damage to Money or Securities as a result of Robbery or Safe Burglary;
- (iii) Theft of the Money, Securities, Property or Funds of any Client, for which the Insured is legally liable, by any Employee or by any Third Party (except that such Third Party must not include such Client's employees), or by any Employee acting in collusion with any Third Party.

1.2 Costs

The Insurer will pay all costs and expenses which are incurred by the Insured with the Insurer's prior written consent (such consent not to be unreasonably delayed, withheld or denied) in relation to:

- (i) the defense of a claim first made against the Insured during the Policy Period to enforce the Insured's liability on account of any Loss covered by this Policy;
- (ii) reconstituting Data, software, systems or programs lost or damaged as a result of a Theft giving rise to a Loss covered by this Policy.
- (iii) the retention of non-legal experts or auditors, with the Insurer's prior written consent, used to establish the existence and extent of a Loss, provided the Loss to which such costs relate is covered or partially covered under this Policy. The costs and expenses described in this 1.2(iii) shall be sub-limited to twenty percent (20%) of the Limit of Indemnity (such sub-limit shall be part of, and not in addition to, the Limit of Indemnity);
- (iv) replacement of or repair to Property as a direct result of Robbery or Safe Burglary giving rise to a Loss covered by this Policy.
- (v) replacement or repair to
 - (a) furnishings, fittings, equipment (except computers, computer systems, computer networks and peripheral equipment, computer programs and other related equipment), stationary, supplies or safes and vaults damaged as a result of a Theft, Robbery or Safe Burglary giving rise to a Loss covered by this Policy;
 - (b) any premises of the Insured caused by Theft, Robbery or Safe Burglary, or any attempt thereat, or to the interior of such office by vandalism or malicious mischief,

provided that:

- (1) the Insured is the owner of such furnishings, fittings, equipment, stationary, supplies or safes and vaults or offices or is liable for such loss or damage; and
- (2) the loss or damage is not caused by fire.

2. Extensions

2.1 Counterfeit Currency

The Insurer will indemnify the Insured for Loss by reason of the receipt by the Insured in good faith of any counterfeited or altered currency or coin, or money orders issued by any post office, express company or bank that are not paid upon presentation by reason of fraud, forgery or alteration.

2.2 Extortion

The Insurer will indemnify the Insured for it surrendering, delivering or transferring Money, Securities, Property or Funds in response to threats communicated to the Insured to:

- (i) to do bodily harm to a director, trustee or partner of the Insured or Employee or a relative or invitee of such person who is, or allegedly is, being held captive;
- (ii) destroy or damage the premises or Property of the Insured or for which the Insured is legally liable;
- (iii) do damage to a computer system or Data;

provided that:

- (a) the person receiving the threat has made an effort to report the extortionist's threat to a director or officer of the Insured; and
- (b) an effort has been made to report the extortionist's demand to the applicable law enforcement authorities.

3. Definitions

- 3.1 Client means a customer to whom the Insured provides goods or services either under a written contract or for a fee.
- 3.2 Criminal Damage means damage caused maliciously.
- 3.3 Data means facts or information contained in an account, document, manuscript, microfilm, tape or in a computer system, including, but not limited to, any data in a virtual storage system.
- 3.4 Discover, Discovered or Discovery means the date when the Responsible Person first becomes aware of facts or matters which would cause a reasonable person to believe that a Loss of a type covered by this Policy has been or will be incurred, regardless of when the act or acts causing or contributing to such Loss occurred, and even though the exact amount or details of the Loss may not then be known.
- 3.5 Employee means:
- (i) any natural person who is employed under a contract of service with an Insured (which shall include the first 60 days after the cessation of such service) in the ordinary course of the Insured's business whom the Insured compensates by payment of salary, wages or commissions and has the right to govern and direct in the performance of such service;
 - (ii) any natural person who works under the supervision of an Insured and who is subject to the same controls and procedures as the person mentioned under (i) above;
 - (iii) any directors, member of the board of directors, board of trustees or equivalent management board of the Insured while performing acts within the usual scope of an employee;
 - (iv) any trustee, fiduciary, administrator, employee or officer of any Employee Plan; and
 - (v) any person or employee of any entity to whom the Insured Outsource any administrative service during the ordinary course of business;
 - (vi) any natural person who is a volunteer or temporary personnel whilst performing acts within the scope of an Employee's normal duties;
 - (vii) any natural person who is a retired employee of the Policyholder whilst working as a consultant to the Insured under a written contract; or
 - (viii) any natural person whose identity the Insured is unable to discover, but whose act caused a Loss under this policy and on the balance of probabilities the evidence proves that the Loss was sustained due to an act of a person under (i) - (vii) above.
- Employee shall not mean any external auditor, broker, factor, commission merchant, consignee, contractor, other agent, representative, or equivalent thereof.
- 3.6 Employee Plan means any pension, employee benefit, share save or share option plan or charitable fund or foundation established, maintained and controlled by the Insured for the benefit of the past, present and future Employees of the Insured or their respective beneficiaries.
- 3.7 Funds means funds held in an account maintained at a financial institution. Funds shall not include any cryptocurrency.
- 3.8 Insured means the Policyholder, any Subsidiary and any Employee Plan.
- 3.9 Insurer means the underwriting entity specified in Item 9 of the Schedule.

- 3.10 Loss means direct financial loss sustained by the Insured. Loss includes the Insured's legal liability to a Client covered under Insuring Agreement 1.1 (iii). Loss shall not include salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other Employee benefits paid or payable by the Insured or any Employee Plan where earned in the normal course of employment.
- 3.11 Money means currency of any type, coins, bank notes, bullion, cheques, travellers' cheques, registered cheques, postal orders and money orders. Money shall not include Funds or any cryptocurrency.
- 3.12 Outsource means the authorization by the Insured of a person or an organization to perform an administrative service on behalf of the Insured, provided that:
- (i) such service is performed under a written contract; and
 - (ii) the Insured retains the right to audit the performance of such service; and
 - (iii) the Insured can demonstrate that they have vetted the person or organization for competency, financial stability and honesty prior to the retention and authorization by the Insured of such person organization to perform such service.
- 3.13 Policy means this policy, the schedule and any endorsement thereto.
- 3.14 Policy Period means the period of time shown in Item 3 of the Schedule of this Policy
- 3.15 Policyholder means the organization shown in Item 1 of the Schedule.
- 3.16 Property means property but excluding Money, Securities or Funds.
- 3.17 Responsible Person means the Chief Executive, Chief Financial Officer or General Counsel of the Policyholder.
- 3.18 Robbery means the unlawful taking by a Third Party from the custody of an Employee, or any other person authorized by the Insured, by violence or threat of violence, in the presence of such person.
- 3.19 Safe Burglary means the unlawful forcible or violent entry by a Third Party in to a locked safe or vault situated on the Insured's premises.
- 3.20 Securities means all instruments or contracts, including any note, stock, bond, debenture, evidence of indebtedness, share or other equity or debt security representing either Money, Property or cryptocurrency.
- 3.21 Single Loss means all Loss arising from or attributable to one originating cause or source.
- 3.22 Social Engineering means a written or telephonic (or other telecommunications system capable of transmitting speech) communication or instruction to deliver Property, Money, Securities or Funds, purportedly given by a Client, existing vendor or employee authorized to make such communication or instruction, but which communication or instruction was not in fact given by such Client, existing vendor or authorized employee and was instead a fraudulent communication or instruction, upon which the Insured relies and acts.

- 3.23 Subsidiary means any entity that the Policyholder directly or indirectly:
- (i) controls a majority of the voting rights; or
 - (ii) controls the right to appoint or remove a majority of its board of Directors; or
 - (iii) holds more than half of the issued share capital; or
 - (iv) any joint venture or entity over which the Policyholder exercises effective management control.
- 3.24 Theft means fraud or taking or obtaining of the Property, Money, Securities or Funds provided for in the relevant insuring clause with the intention of permanently depriving the owner of such Property, Money, Securities or Funds (including, but not limited to, where such fraud, taking or obtaining results directly from Social Engineering).
- 3.25 Transaction means any one of the following events:
- (i) the Policyholder consolidates with or merges into (such that the Policyholder is no longer the parent company), or sells all or substantially all of its assets to, any other person or entity or group of persons and/or entities acting in concert; or
 - (ii) any person or entity, whether individually or collectively with any other person or persons, entity or entities becomes entitled to exercise more than 50% of the rights to vote at general meetings of the Policyholder or control the appointment of directors who are able to exercise a majority of votes at meetings of the board of directors of the Policyholder; or
 - (iii) any Insured lists its securities on any securities exchange
- 3.26 Third Party means a natural person other than the Insured or an Employee.

4. Exclusions

The Insurer shall not be liable to make any payment under this Policy for:

- 4.1 consequential or indirect loss, including but not limited to any loss of dividends, income or profit not realized by the Insured or any other individual or organization because of a Loss covered under this Policy, unless covered under any Extension. Costs covered under this Policy shall not constitute consequential or indirect loss

For the avoidance of doubt, for the purposes of this exclusion consequential or indirect loss shall include

- (i) any costs and expenses incurred by the Insured in defending, and any damages and settlements resulting from, any claim first made against the Insured during the Policy Period in respect of:
 - (a) a breach of personal client information held by the Insured;
 - (b) infringement of copyright or domain name or the dilution or infringement of trademark by the Insured;
- (ii) any costs and expenses incurred by the Insured in notifying clients of a breach of their personal information, including the costs of credit monitoring services;
- (iii) any costs and expenses incurred by the Insured for the restoration of the normal operation of the Insured's business and loss of income to the Insured, following:
 - (a) unauthorized access or unauthorized use of the Insured's computer system;
 - (b) the unauthorized transmission of computer code into the Insured's computer system;
 - (c) a denial of service attack on the Insured's computer system

- 4.2 costs or expenses incurred:

- (i) to update, improve or redesign the programs or software of the Insured's computer system;
- (ii) relating to Data reconstitution if the Insured uses programs or software without the required licenses or authorization;
- (iii) relating to the reconstitution of Data recorded on magnetic or optical media, unless there are analysis files, specifications and backups of software and data held at premises other than that of the Insured;
- (iv) by an Employee Plan or Client relating to Data reconstitution

- 4.3 fines, penalties, exemplary or punitive damages or the multiplied portion of any damages;

- 4.4 Loss or damage caused to premises caused by fire;

- 4.5 Loss of Money or Securities whilst in the care of the postal service;

- 4.6 Loss involving any person participating in the Theft who, at the time of committing an act which results in a Loss covered by this Policy, owns or controls more than thirty percent (30%) of the issued share capital of the Policyholder. Should any Loss be excluded by the application of this exclusion only, the Insurer shall pay so much of that Loss which exceeds the financial value of that person's shareholding on the day immediately preceding the date of Discovery of the Loss.

- 4.7 Loss arising directly or indirectly from the obtaining of any confidential information, including but not limited to computer programs, copyright, customer information, patents, trademarks or trade secrets, except to the extent that any such information is used to support or facilitate the committing of any act covered by this Policy;
- 4.8 any act, error, or omission, that occurs before the retroactive date specified in Item 6 of the Schedule;
- 4.9 any Loss resulting from:
- (a) war; or
 - (b) terrorism

Exclusion 4.9 (b) shall only apply to Insuring Agreement 1.1(ii),.

For the purpose of this Exclusion 4.9:

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

“war” means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

In addition to the foregoing, the Insurer shall not be liable for Loss directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to War or Terrorism.

In the event any portion of this Exclusion 4.9 is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

- 4.10 any Loss resulting from the use of credit or debit cards.
- This Exclusion shall not apply to the use of credit or debit cards by an Employee when engaged in an act of Theft;
- 4.11 any loss or destruction of or damage to any property whatsoever, or any loss or expense whatsoever resulting or arising therefrom, or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
- (a) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 4.12 any Loss resulting from:
- (a) any fungus(i), mould(s), mildew or yeast;
 - (b) any spore(s) or toxins created or produced by or emanating from such fungus(i), mould(s), mildew or yeast;
 - (c) any substance, vapour, gas, or other emission or organic or inorganic body or substance produced by or arising out of any fungus(i), mould(s), mildew or yeast;
 - (d) any material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure that contains, harbours, nurtures or acts as

a medium for any fungus(i), mould(s), mildew, yeast, or spore(s) or toxins emanating there from.

4.13 any Loss where the proof of which is dependent solely upon a:

- (a) profit and loss computation or comparison; or
- (b) comparison of inventory records with an actual physical count.

However, where the Insured can prove independently of such comparisons that a Loss has occurred for which an identified Employee or third party was responsible, inventory records and actual physical count of inventory can be submitted by the Insured as supporting proof of such a Loss.

5. Conditions

5.1 Notification

The Policyholder shall as soon as reasonably practicable after Discovery and in any event within sixty (60) days of the expiration of the Policy Period or discovery period (if applicable) give written notice thereof to the Insurer via the Commercial Crime Claim Form attached at the end of this Policy.

The written notice shall be provided to the persons specified in Item 10 of the Schedule.

The Policyholder shall provide to the Insurer sworn proof of loss, with full particulars, within six (6) months of the provision of the written notice described above.

The proof of loss shall set out the basis on which the Insured reasonably believes that the Loss is covered under this Policy and shall include any and all documentary evidence within the possession, custody or control of the Insured as is reasonably necessary to support that belief.

The Insured shall provide the Insurer with such additional information and/or documentation, and shall submit to examination(s) under oath, as reasonably requested by the Insurer pursuant to its investigation and evaluation of the facts and circumstances giving rise to the Loss and with respect to coverage under the Policy.

If posted or sent by email the date of posting or sending shall constitute the date that notice was given, and proof of posting or sending by email shall be sufficient proof of notice.

5.2 Subsequent Discovery

Where written notice has been provided in accordance with Condition 5.1 (Notification), any subsequent Discovery after the expiration of the Policy Period which gives rise to Loss which together with Loss that is the subject of the prior written notice constitutes a Single Loss, shall be deemed to be Discovery during the Policy Period and written notice of such subsequent Discovery shall be deemed to have been given during the Policy Period.

5.3 Information and Assistance

The Insured shall disclose to the Insurer all relevant information and, in addition, shall provide assistance to the Insurer to enable the Insurer or its agents to investigate any Loss, pursue any criminal complaint or recovery proceedings and/or to defend any claim covered by this Policy (including without limitation by way of compliance with any protocol or other procedural requirements which may be relevant to the jurisdiction in which the claim is brought) and/or to enable the Insurer to determine its liability under this Policy.

5.4 Insurer's Rights

The Insurer may at any time pay the limit of indemnity (after deduction of any sums already paid) or such lesser sum for which the claim can be settled and will relinquish the conduct and control of the claim and be under no further liability except (to the extent that the limit of indemnity has not been eroded) for payment of Costs incurred prior to the date of payment.

5.5 Basis of Valuation

In no event shall the Insurer be liable for more than the:

- (i) value of a non-dollar (USD) currency at the rate of exchange published in the Financial Times on the date a Loss is Discovered;
- (ii) actual market value of securities at the close of business on the day the Loss is Discovered, or for more than the actual cost of replacing the securities, whichever is the less, plus the cost to post any lost instrument bond;

- (iii) cost of blank books, blank pages or other materials, plus the cost of labour and computer time for the actual transcription or copying of Data furnished by the Insured in order to reproduce books of accounts and records not held on a Computer System;
- (iv) cost of labor for the actual transcription or copying of Data held in a computer system furnished by the Insured, in order to reproduce such Data;
- (v) actual cash value of Property at the time of a loss or the actual cost of repairing or replacing the Property with property or material of like quality or value, whichever is less. The actual cash value of Property held by the Insured as a pledge, or as collateral for an advance or a loan, shall be considered not to exceed the value of such Property as determined and recorded by the insured when making the advance or loan, or in the absence of a record, the unpaid portion of the advance or loan plus accrued interest at legal rates.

5.6 Recoveries

Recoveries (except from insurance, reinsurance, sureties or indemnity), will be allocated in the following order:

- (i) any costs and expenses reasonably and necessarily incurred by the Insured in relation to the recovery;
- (ii) any costs and expenses reasonably and necessarily incurred by the Insurer in relation to the recovery;
- (iii) any covered Loss or Costs incurred by the Insured that exceed the limit of indemnity specified in the Schedule;
- (iv) any indemnity payment made by the Insurer under this Policy; and
- (v) Loss or Costs incurred by the Insured and credited by the Insurer against the applicable retention specified in the Schedule.

5.7 Subrogation

In the event the Insurer makes any payment under this Policy, the Insurer shall be subrogated to all of the Policyholder's and any Insured's rights of recovery, and the Policyholder and the Insured shall co-operate with the Insurer in securing such rights. Neither the Policyholder nor any Insured shall do anything to prejudice the Insurer's ability to assert such rights.

6. General terms and conditions

6.1 Acquisitions

- (i) If during the Policy Period the Policyholder acquires an entity so that it becomes a Subsidiary and such entity:
 - (a) has a total gross annual turnover or Employees which are less than the amount specified in Item 7 of the Schedule, of the combined total gross annual turnover or Employees of the Insured;
 - (b) has not suffered a loss of the type covered under this Policy in the past five years,then this Policy shall automatically extend to include such Subsidiary without notice to the Insurer or additional premium being payable, but only in respect of acts or conduct after such entity becomes a Subsidiary.
- (ii) Any Subsidiary acquired during the Policy Period and not covered in (i) above shall automatically be covered under this Policy for a period of 90 days from the date of acquisition. With the written agreement of the Insurer and subject to any additional premium, amended terms and conditions, this Policy may be extended to include such Subsidiary beyond 90 days, but only in respect of acts or conduct after such entity becomes a Subsidiary.
- (iii) If the Policyholder effects a sale or dissolution of a *subsidiary*, this Policy shall continue to include such Subsidiary but only for acts or conduct prior to the effective date of sale or dissolution.
- (iv) The Insurer shall only be liable for Loss in respect of acts or conduct whilst an entity is a Subsidiary.

6.2 Applicable Law

The construction, interpretation and meaning of the terms, exclusions, limitations and conditions of this Policy shall be determined in accordance with the laws of the jurisdiction indicated in Item 13 of the schedule and in accordance with the English text as it appears in this Policy.

This Policy, its schedule and endorsements are one contract in which, unless the context otherwise requires:

- (i) singular includes the plural, and vice versa;
- (ii) headings are descriptive only, not an aid to interpretation;
- (iii) the male includes the female and neuter;
- (iv) references to positions, offices or titles shall include their equivalents in any jurisdiction.

6.3 Service of Suit

It is agreed that in the event of the failure of the Insurer to pay any amount claimed to be due hereunder, the Insurer, at the request of the Insured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of the Insurer's right to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further understood and agreed that service of process in such suit may be made upon the person designated in Item 12 of the schedule and that in any suit instituted against any one of them upon this contract,

the Insurer will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The persons named in Item 12 of the schedule are authorized and directed to accept service of process on behalf of the Insurer in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon the Insurer's behalf in the event such a suit shall be instituted.

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

6.4 Non-Assignment

No change in, modification of, or assignment of interest under this Policy shall be effective unless agreed in writing by the Insurer

6.5 Cancellation

This Policy may not be cancelled except for non-payment of the premium by the Policyholder.

6.6 Limit of Indemnity

- (i) The Insurer's total liability under this Policy for any Single Loss shall not exceed the limit of indemnity specified in Item 4 of the Schedule.
- (ii) Any sub-limit specified in this Policy shall be the Insurer's maximum aggregate liability under such sub-limit irrespective of the number of claims under this Policy, the amount claimed or the number of Insureds who claim. Any sub-limit shall be part and not in addition to the limit of indemnity shown in Item 4 of the Schedule.

6.7 Fraudulent Claims

If any Insured shall make any claim for indemnity knowing the same to be false or fraudulent, as regards amount or otherwise, Insurers may by notice to the Insured treat the policy as having been terminated with effect from the time of the fraudulent act. Insurers will also be under no obligation to indemnify the fraudulent claim and may recover from the Insured any sums paid in respect of the fraudulent claim.

However, the making of a false or fraudulent claim for indemnity will not remove Insurers' obligations with regard to claims for indemnity:

- a) made in good faith which, upon discovering such notification to be false or fraudulent, the *insured* withdraws it immediately.
- b) notified to Insurers before the making of the aforementioned false or fraudulent notification, except where such prior notification was false or fraudulent.
- c) notified to Insurers by Insureds other than by the Insured that made the aforementioned false or fraudulent notification.

6.8 Non-Avoidance

The Insurers shall not avoid this Policy on the basis of misrepresentation or failure to make disclosure of material facts except where the non-disclosure or misrepresentation is fraudulent.

It is agreed that fraudulent non-disclosure or fraudulent misrepresentation by one Insured shall not affect the amount or availability of cover under this Policy for any other Insured. However, the fraudulent non-disclosure or fraudulent misrepresentation of any owner, Chief Executive Officer, Chief Financial Officer or General Counsel of the Policyholder shall be imputed to the Policyholder for purposes of avoidance of this Policy.

6.9 Authorization

The Policyholder is authorized to act on behalf of all Insureds

6.10 Other Insurance

Unless otherwise required by law, any insurance as is provided under this Policy shall apply only as excess over any more specific, valid and collectible insurance to the benefit of the Insured (with the exception of any policy(ies) written as specific excess insurance above the Aggregate Limit of Indemnity).

The insurance provided under the Micro Cyber Policy (or any other Cyber Policy) is deemed as more specific, valid and collectible insurance to the benefit of the Insured than the insurance provided under this Policy and accordingly this Policy shall apply as excess over insurance provided under the Micro Cyber Policy (or any other Cyber Policy).

6.11 Retention

The Insurer shall only be liable for that part of a Single Loss which is in excess of the retention specified in Item 5 of the Schedule, however no retention shall apply to any Loss sustained by an Employee Plan where a retention is not permitted under any regulation or legislation governing any ERISA plan.

A single retention shall apply to each Single Loss.

In the event that more than one Insuring Clause shall be applicable to a Single Loss then the largest retention relating to such applicable Insuring Clause (if separate Retentions apply) shall apply.

6.12 Non-Severability

Each Insured is deemed for all purposes under this Policy to be insured jointly and not separately for their several interests.

6.13 Termination of Coverage as to an Employee

This Policy will not indemnify the Insured for Loss sustained by the Insured subsequent to Discovery in relation to dishonest, fraudulent or malicious acts of an Employee where such Loss is the direct result of dishonest, fraudulent or malicious acts of such Employee committed subsequent to such Discovery, except:

- (i) in relation to the loss of, damage to or destruction of Property then in transit in the custody of such Employee;
- (ii) in relation to a threat of extortion made by such Employee or by an extortionist acting in collusion with such Employee;
- (iii) when a law enforcement agency has instructed the Insured to take no action against such Employee to facilitate law enforcement investigations, provided that, the Insured notified the situation to the Insurer who consented to the continuation of cover in relation to such Employee.

6.14 Change in Control

- (i) Transaction

- (a) If during the Policy Period a Transaction occurs, then the Insurer shall have no liability for any Loss which resulted from any matter set out in the Insuring Clauses which took place after the effective date of the Transaction.
- (b) If during the Policy Period:
 - (1) the voting stock or the voting rights of a Subsidiary are acquired by another entity or person (other than another Insured) or by a group of entities or persons acting in concert (other than another Insured) resulting in ownership or control by the acquirer of more than fifty per cent (50%) of the voting stock or voting rights of such Subsidiary;
 - (2) a Subsidiary is merged or consolidated with another entity (other than another Insured) such that such Subsidiary is not the surviving entity;
 - (3) more than fifty per cent (50%) of the total consolidated assets of a Subsidiary are acquired by another entity (other than another Insured) or by a group of entities or persons acting in concert (other than another Insured),

then with respect to such Subsidiary, the Insurer shall have no liability for any Loss which resulted from any matter set out in the Insuring Clauses which took place after the effective date of one of the events described in (1) to (3) above.

(i) Liquidation

- (a) In the event of the liquidation of the Policyholder; the appointment of a receiver to the Policyholder; or the Policyholder entering into a Scheme of Arrangement, during the Policy Period, this Policy shall immediately cease to afford any cover of any kind.
- (b) In the event of the liquidation of a Subsidiary; the appointment of a receiver to a Subsidiary; or a Subsidiary entering into a Scheme of Arrangement, during the Policy Period, this Policy shall immediately cease to afford any cover of any kind in respect to such Subsidiary.

6.15 Sanctions

The Insurer shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would result in the Insurer, or its parent, breaching the requirements of any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom, or United States of America.

6.16 Care, Custody and Control

This Policy shall be for the sole benefit of the Insured and shall only apply to Money, Securities, Funds or Property owned by the Insured or held by the Insured in any capacity, with the sole exception of Client Money, Securities, Funds or Property as contemplated in 1.1 (iii).

LLOYD'S PRIVACY POLICY STATEMENT

UNDERWRITERS AT LLOYD'S, LONDON

The Certain Underwriters at Lloyd's, London want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

INFORMATION WE COLLECT

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us, such as name, address, and social security number
- Information about your transactions with our affiliates or other third-parties, such as balances and payment history
- Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

INFORMATION WE DISCLOSE

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

CONFIDENTIALITY AND SECURITY

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

You have a right to request access to or correction of your personal information that is in our possession.

CONTACTING US

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

06/03
LSW1135B

US SURPLUS LINES CLAUSE

This contract is subject to US state surplus lines requirements. It is the responsibility of the surplus lines broker to affix a surplus lines notice to the contract document before it is provided to the insured. In the event that the surplus lines notice is not affixed to the contract document the insured should contact the surplus lines broker.

NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD)

(Approved by Lloyd's Underwriters' Non-Marine Association)

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:-

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability, not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This policy*

does not apply:-

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) 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 or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been 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.
- II. Under any Medical Payments Coverage or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction 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 (c) applies only to injury to or destruction of property at such nuclear facility.

- IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; **"nuclear material"** means source material, special nuclear material or byproduct material; **"source material"**, **"special nuclear material"**, and **"byproduct material"** have the meanings given them in the Atomic Energy Act 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 (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; **"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 material 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 of 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. With respect to injury to or destruction of property, the word **"injury"** or **"destruction"** includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

*NOTE:- As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

17/3/60

N.M.A. 1256

UNPAID ACCOUNT RECEIVABLE ('PHISHING') EXCLUSION ENDORSEMENT

The Insurer shall not be liable to make any payment under this Policy for an unpaid account receivable held by the Insured caused by the impersonation of the Insured by a third party via email or other electronic communication.

All other terms and conditions remain unchanged.

RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE

(Approved by Lloyd's Underwriters' Non-Marine Association)

This Policy does not cover

- (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from

- (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

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NMA1622

WAR AND CIVIL WAR EXCLUSION CLAUSE

(Approved by Lloyd's Underwriters' Non-Marine Association)

Notwithstanding anything to the contrary contained herein the Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war to be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

1/1/38

N.M.A. 464

DATA PROTECTION SHORT FORM INFORMATION NOTICE (LAYER 1)

Your personal information notice

Who we are

We are the Lloyd's underwriter(s) identified in the contract of insurance and/or in the certificate of insurance.

The basics

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

Other people's details you provide to us

Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

Want more details?

For more information about how we use your personal information please see our full privacy notice(s), which is/are available online on our website(s) or in other formats on request.

Contacting us and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us, or the agent or broker that arranged your insurance who will provide you with our contact details at:

LMA9151
25 April 2018

COMMERCIAL CRIME CLAIM FORM

Policy Number: Crime-P-0977737

Policyholder: The Lakes Of Deer Creek Condo Assn

Date of Loss:

Date of Discovery:

State/Location of Loss:

Type of Claim (please circle most appropriate):

- Employee Theft
- Third Party Theft - Insured's funds
- Third Party Theft - Customers' Funds
- Third Party Documentary Fraud
- Criminal Damage to Money or Securities
- Computer Crime
- Extortion
- Legal Costs
- Social Engineering
- Counterfeit Currency
- Other: _____

Claim Description:

Remedial Measures Taken:

Initial Quantum of Loss: USD _____

Recoveries: USD _____

Expected Recoveries: USD _____

The foregoing claim is true and accurate to the best of my information and belief.

Date _____ Signature _____

Date _____ Signature _____

PLEASE SEND TO:

Kaufman Dolowich & Voluck, LLP
135 South LaSalle St.,
Suite 2100,
Chicago, IL, 60603
EMAIL: crimenotice@kdvlaw.com