RIVER PLANTATION MUNICIPAL UTILITY DISTRICT

NOTICE OF PUBLIC MEETING

Notice is hereby given to all interested members of the public that the Board of Directors of the captioned district will hold a public meeting at **610 River Plantation Drive, Conroe, Texas 77302.**

The meeting will be held at **6:30 p.m.** on **Monday, November 16, 2026.**

The subject of the meeting is to consider and act on the following:

1. Minutes of the meeting(s) of Board of Directors
2. Public Comment
3. Financial and bookkeeping matters including:
    a. Bookkeeper's report
    b. Tax Assessor-Collector's report
    c. Review of investments
    d. Payment of District bills
4. Park and Maintenance Matters
5. Renew Insurance
6. Operator's Report
7. Engineer's Report
8. Violation of District rules; Public hearing for violation of District rules and damage to District property; assessment of penalties
9. Executive (closed) Session Pursuant to Texas Government Code Chapter 551 as necessary
10. Pending business

RIVER PLANTATION MUNICIPAL UTILITY DISTRICT OF MONTGOMERY COUNTY TEXAS

Nicole E. Pierce

Nicole E. Pierce
Attorney for the District

Tammy J. McRae
Montgomery County
Tax Assessor-Collector

Monthly Tax Collection Report
For the month of October 2026

River Plantation MUD

	MTD	YTD
2026 Base Tax	$ 26,621.33	$ 26,621.33
2026 Penalty & Interest	-	-
Prior Years Base Tax	3,171.36	3,171.36
Prior Years Penalty & Interest	350.21	350.21
Reversals (Refunds, Returned Items, Transfers)	(102.79)	(102.79)
Collection Fee	(750.00)	(750.00)
5% Rendition Fee	-	-
Total Collections	$ 29,290.11	$ 29,290.11

Tammy J. McRae
Montgomery County Tax Assessor-Collector

Sworn to and subscribed before me on the 3rd day of November, 2026.

Notary Public in and for the State of Texas

KIM ROE
NOTARY PUBLIC, STATE OF TEXAS
Notary ID #13017659-3
Expires April 01,2027

FISCAL START: 10/01/2026 END: 09/30/2027 JURISDICTION: 0412 RIVER PLANTATION MUD

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE		TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	220,225,115	21,536,969	241,762,084	0	00.708000	1,711,675.51	167

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2026	1,559,193.78	152,481.73	152,481.73	26,621.33	26,621.33	1,685,054.18	1.56	0.00
2025	54,676.90	102.79-	102.79-	958.23	958.23	53,615.88	1.76	0.00
2024	26,335.28	516.49	516.49	224.19	224.19	26,627.58	.83	0.00
2023	18,337.33	1,717.01	1,717.01	1,886.15	1,886.15	18,168.19	9.41	0.00
2022	9,512.56	.00	0.00	0.00	0.00	9,512.56		0.00
2021	3,082.96	.00	0.00	0.00	0.00	3,082.96		0.00
2020	2,012.37	.00	0.00	0.00	0.00	2,012.37		0.00
2019	1,595.32	.00	0.00	0.00	0.00	1,595.32		0.00
2018	1,702.57	.00	0.00	0.00	0.00	1,702.57		0.00
2017	1,415.90	.00	0.00	0.00	0.00	1,415.90		0.00
2016	1,119.69	.00	0.00	0.00	0.00	1,119.69		0.00
2015	642.56	.00	0.00	0.00	0.00	642.56		0.00
2014	286.59	.00	0.00	0.00	0.00	286.59		0.00
2013	264.93	.00	0.00	0.00	0.00	264.93		0.00
2012	12.80	.00	0.00	0.00	0.00	12.80		0.00
2011	16.00	.00	0.00	0.00	0.00	16.00		0.00
2010	12.40	.00	0.00	0.00	0.00	12.40		0.00
2009	12.40	.00	0.00	0.00	0.00	12.40		0.00
2008	12.44	.00	0.00	0.00	0.00	12.44		0.00
2007	12.62	.00	0.00	0.00	0.00	12.62		0.00
2006	13.54	.00	0.00	0.00	0.00	13.54		0.00
2005	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	1,680,270.94	154,612.44	154,612.44	29,689.90	29,689.90	1,805,193.48		0.00
CURR	1,559,193.78	152,481.73	152,481.73	26,621.33	26,621.33	1,685,054.18		0.00
DELQ	121,077.16	2,130.71	2,130.71	3,068.57	3,068.57	120,139.30		0.00

TC298-D SELECTION: DEPOSIT DEPOSIT DISTRIBUTION INCLUDES AG ROLLBACK

RECEIPT DATE: ALL FROM: 10/01/2026 THRU 10/31/2026

LOCATION: ALL JURISDICTION: 0412 RIVER PLANTATION MUD

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2026	M & O	.318000	11,957.04	.00	.00	.00	11,957.04	.00	.00	.00	11,957.04
	I & S	.390000	14,664.29	.00	.00	.00	14,664.29	.00	.00	.00	14,664.29
	TOTAL	.708000	26,621.33	.00	.00	.00	26,621.33	.00	.00	.00	26,621.33
2025	M & O	.288000	419.41	.00	96.62	.00	516.03	245.22	.00	.00	761.25
	I & S	.370000	538.82	.00	124.14	.00	662.96	.00	.00	.00	662.96
	TOTAL	.658000	958.23	.00	220.76	.00	1,178.99	245.22	.00	.00	1,424.21
2024	M & O	.410000	139.27	.00	33.13	.00	172.40	55.51	.00	.00	227.91
	I & S	.250000	84.92	.00	20.20	.00	105.12	.00	.00	.00	105.12
	TOTAL	.660000	224.19	.00	53.33	.00	277.52	55.51	.00	.00	333.03
2023	M & O	.400000	1,160.71	.00	46.84	.00	1,207.55	49.05	.00	.00	1,256.60
	I & S	.250000	725.44	.00	29.28	.00	754.72	.00	.00	.00	754.72
	TOTAL	.650000	1,886.15	.00	76.12	.00	1,962.27	49.05	.00	.00	2,011.32
ALL	M & O		13,676.43	.00	176.59	.00	13,853.02	349.78	.00	.00	14,202.80
ALL	I & S		16,013.47	.00	173.62	.00	16,187.09	.00	.00	.00	16,187.09
ALL	TOTAL		29,689.90	.00	350.21	.00	30,040.11	349.78	.00	.00	30,389.89
DLO	M & O		1,719.39	.00	176.59	.00	1,895.98	349.78	.00	.00	2,245.76
DLO	I & S		1,349.18	.00	173.62	.00	1,522.80	.00	.00	.00	1,522.80
DLO	TOTAL		3,068.57	.00	350.21	.00	3,418.78	349.78	.00	.00	3,768.56
CURR	M & O		11,957.04	.00	.00	.00	11,957.04	.00	.00	.00	11,957.04
CURR	I & S		14,664.29	.00	.00	.00	14,664.29	.00	.00	.00	14,664.29
CURR	TOTAL		26,621.33	.00	.00	.00	26,621.33	.00	.00	.00	26,621.33

TC298-N SELECTION: DEPOSIT DEPOSIT DISTRIBUTION INCLUDES AG ROLLBACK

SUMMARY OF PAYMENTS AND REVERSALS
FROM: 10/01/2026 THRU 10/31/2026
JURISDICTION: 412 RIVER PLANTATION MUD

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
	2023 TOTAL		1,886.15	0.00	76.12	49.05	0.00	2,011.32
	2024 TOTAL		224.19	0.00	53.33	55.51	0.00	333.03
	2025 TOTAL		1,061.02	0.00	220.76	245.22	0.00	1,527.00
	2026 TOTAL		26,621.33	0.00	0.00	0.00	0.00	26,621.33
	TOTAL PAYMENTS		29,792.69	0.00	350.21	349.78	0.00	30,492.68
	2025 TOTAL		102.79-	0.00	0.00	0.00	0.00	102.79-
	TOTAL REVERSALS		102.79-	0.00	0.00	0.00	0.00	102.79-
	TOTAL FOR UNIT		29,689.90	0.00	350.21	349.78	0.00	30,389.89

Held Funds By Deposit Date - Property Tax File

Report run on: November 3, 2026 4:53 PM

For Deposit Dates 10/01/2026 thru 10/31/2026 as of 11/03/2026

Ver: 1.39

Tax Unit	Deposit Date	M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
Grand Total							

RIVER PLANTATION MUNICIPAL UTILITY DISTRICT

Insurance Comparison

12/15/2025-2026 Arthur Gallagher Quote	12/15/2026-2027 Arthur Gallagher Quote
TOTAL CURRENT PREMIUM: **$45,796 (not including $1,995 for cyber)**	**TOTAL ANNUAL RENEWAL PREMIUM:** **$48,624 (not including $2,096 for cyber)**
Property: $15,894,566 **Earthquake/earth movement: $2,500,000** **Flood:** Flood zones X10/X20/X30/X40: $2,500,000 Flood zones X50/X500/B: $2,500,000 Flood zones A/AE/V: $1,000,000 Deductible: 5,000 property, wind & hail Flood zones X10/X20/X30/X40: $100,000 Flood zones X50/X500/B: $250,000 Flood zones A/AE/V: $500,000 Earthquake/movement: $25,000 **Premium: $28,875**	**Property: $16,949,490 ($1,054,924 increase)** **Earthquake/earth movement: $2,500,000** **Flood:** Flood zones X10/X20/X30/X40: $2,500,000 Flood zones X50/X500/B: $2,500,000 Flood zones A/AE/V: $1,000,000 Deductible: 5,000 property, wind & hail Flood zones X10/X20/X30/X40: $100,000 Flood zones X50/X500/B: $250,000 Flood zones A/AE/V: $500,000 Earthquake/movement: $25,000 **Premium: $29,820 ($945 increase)**
Boiler & Machinery: Per accident limit: $15,894,566 Extra expense combined with business income and includes utility interruption: $500,000 Cyber Incident limit: $50,000 Deductible: $ 7,500 – equipment breakdown; $25,000 50+ feet below ground for well pump units **Premium: $10,523**	**Boiler & Machinery:** Per accident limit: $16,949,490 **($1,054,924 increase)** Extra expense combined with business income and includes utility interruption: $500,000 Cyber Incident limit: $50,000 Deductible: $ 7,500 – equipment breakdown; $25,000 50+ feet below ground for well pump units **Premium: $11,372 ($849 increase)**
General Liability: Limits: $1,000,000 each occurrence $3,000,000 general/products aggregate $1,000,000 personal and advertising injury $1,000,000 damage to rented premises each occurrence $10,000 medical payments Deductible: None **Premium: $4,603**	**General Liability:** Limits: $1,000,000 each occurrence $3,000,000 general/products aggregate $1,000,000 personal and advertising injury $1,000,000 damage to rented premises each occurrence $10,000 medical payments Deductible: None **Premium: $4,277 ($326 decrease)**
Director and Officers Liability **(called Errors & Omissions)** Limit: $1,000,000 D&O limit per claim/aggregate w/ in excess of $500,000 dedicated to directors and officers and $1,000,000 separate limit for defense Deductible: Insuring agreement A – none Insuring agreement B & C - $1,000 **Premium: $1,250**	**Director and Officers Liability** **(called Errors & Omissions)** Limit: $1,000,000 D&O limit per claim/aggregate w/ in excess of $500,000 dedicated to directors and officers and $1,000,000 separate limit for defense Deductible: Insuring agreement A – none Insuring agreement B & C - $1,000 **Premium: $1,250**
Auto Liability: Hired & Non-owned auto Limit: $1,000,000 Deductible: None Exclusion: Racing **Premium: $100**	**Auto Liability:** Hired & Non-owned auto Limit: $1,000,000 Deductible: None **Premium: Included in GL**
Pollution: Limits: $1,000,000 on cleanup costs/remediation – each occurrence and aggregage Deductible: None; $5,000 per claim **Premium: Included in GL**	**Pollution:** Limits: $1,000,000 on cleanup costs/remediation – each occurrence and aggregage Deductible: None; $5,000 clean-up costs per claim **Premium: Included in GL**

RIVER PLANTATION MUNICIPAL UTILITY DISTRICT

Insurance Comparison

12/15/2025-2026 Arthur Gallagher Quote	12/15/2026-2027 Arthur Gallagher Quote
Umbrella Excess Liability Limit: $1,000,000 per occurrence/aggregate Exclusion: Per underlying policies, access or disclosure of confidential or personal information director & officer liability, war Deductible: None **Premium: included in GL above**	**Umbrella Excess Liability** Limit: $1,000,000 per occurrence/aggregate Exclusion: Per underlying policies, access or disclosure of confidential or personal information, director & officer liability, war Deductible: None **Premium: $1,500**
Cyber Liability & Deception Limit: $1,000,000 limit and aggregate $100,000 phone hacking / no aggregate limit $100,000 funds transfer fraud / no aggregate limit Deductible: $2,500 $10,000 cyber deception **Premium: $1,795 + $200 = $1,995**	**Cyber Liability & Deception** Limit: $1,000,000 limit and aggregate $100,000 phone hacking / no aggregate limit $100,000 funds transfer fraud / no aggregate limit Deductible: $2,500 $10,000 cyber deception **Premium: $1,896+ $200 = $2,096 ($101 increase)**
Worker's Compensation Insurance: **Not quoted**	**Worker's Compensation Insurance:** **Not quoted**
Crime bond (Bookkeeper, Engineer, Operator, Attorney, Delinquent Tax Attorney) Limit: Up to $100,000 Deductible: None **Premium: $120**	**Crime bond** (Bookkeeper, Engineer, Operator, Attorney, Delinquent Tax Attorney) Limit: Up to $100,000; $10,000 per person Deductible: None **Premium: $120**
Director Position bond for 5 Directors ($50k bond limit each director) Limit: $10,000 per director $50,000 aggregate Deductible: None **Premium: $200**	**Director Position bond** for 5 Directors ($50k bond limit each director) Limit: $10,000 per director $50,000 aggregate Deductible: None **Premium: $150 ($50 decrease)**
Agent Fee: **$125**	**Agent Fee:** **$135 ($10 increase)**
Recap: **$28,875 - Property** **$10,523 – Boiler & Machinery** **$ 4,603 – General Liability** **$ 1,250 – Director and Officer Liability** **$ 100 – Auto Liability** **$ 120 – Consultant Crime Bond** **$ 200 - Director Bond** **$ 125 – Agent Fee** **$45,796**	**Recap:** **$29,820 - Property** **$11,372 – Boiler & Machinery** **$ 4,277– General Liability** **$ 1,250 – Director and Officer Liability** **$ 1,500 - Umbrella** **$ 120 – Consultant Crime Bond** **$ 150 - Director Bond** **$ 135 – Agent Fee** **$48,624** **Optional Coverage:** **$ 2,096 - Cyber**



Proposal of Insurance

RIVER PLANTATION MUD

C/O SMITH MURDAUGH LITTLE & BONHAM LLP

2727 ALLEN PARKWAY, SUITE 1100

HOUSTON, TX 77019

PRESENTED: 10/16/2026
EFFECTIVE: 12/15/2026

THE FOLLOWING PROPOSAL IS PRESENTED BY:
Kim Courte, CPCU
Area Vice President | W.I.N. Program Director
Arthur J. Gallagher Risk Management Services, LLC
5847 San Felipe, Suite 1600
Houston, TX 77057
kim_courte@ajg.com
713.935.8805 | Cell: 281.772.1611
Toll Free: 800.222.9044
Fax: 713.358.5795
ajg.com

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Gallagher

Insurance | Risk Management | Consulting

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Named Insured Schedule and Your W.I.N. Team

Named Insured Schedule:

RIVER PLANTATION MUD

Your W.I.N. Team:

Providing excellent service is the primary objective of Gallagher. Please call any member of the service team for assistance.

Michelle Herrera
Client Service Manager
michelle_herrera@ajg.com
713.275.1506

Julie Collette
Client Service Manager
julie_collette@ajg.com
713.243.2182

Jessica Salias
Client Services Manager
jessica_salias@ajg.com
713.358.5928

Christi Herrera
Client Service Associate
Christi_herrera@ajg.com
713.358.5281

Lauren Peyton
Client Service Manager
lauren_peyton@ajg.com
713.243.2170

Kim Courte, CPCU
Area Vice President
W.I.N. Program Director
kim_courte@ajg.com
713.935.8805 | Cell: 281.772.1611

Sharon Manwaring
Area Client Service Director
sharon_manwaring@ajg.com
281.655.6796

Premium & Insurance Summary

RIVER PLANTATION MUD

Effective: 12/15/2026 - 12/15/2027

Gallagher is responsible for the placement of the following lines of coverage:

Line of Business	Renewal Premium	Expiring Premium
Package (Property, Flood, EQ & EM	$ 29,820	$ 28,875
Package (General Liability, Pollution, Pollution Cleanup & Remediation, and Hired & Non-Owned Auto)	$ 4,277	$ 4,198
Umbrella	$ 1,500	$ 505
Equipment Breakdown (B&M)	$ 11,372	$ 10,523
Directors & Officers Liability	$ 1,250	$ 1,250
Crime Employee and Consultant	$ 120	$ 120
Directors Position Bond	$ 150	$ 150
Cyber Liability	$ 1,896	$ 1,795
RPS Service Fee	$ 200	$ 200
Agent Fee	$ 135	$ 125
Total	**$ 50,720.00**	$ 47,741.00

Proposal Notes:

Premium increase due to property values increasing on the Property & Equipment Breakdown policies from $15,894,566 to a new TIV of $16,949,490

Any entity not named in this proposal, may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures.

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

Higher limits are available upon request for each coverage

Property Schedule

RIVER PLANTATION MUD

Effective: 12/15/2026 - 12/15/2027

No.	Property Description for Facilities AND Detention Ponds Address with City, Zip Code & County **All Locations Conroe, TX 77302**	Latitude / Longitude In Decimal Format	Replacement Cost Value Building & Contents Detention Ponds list insurable values such as grates, pumps & fence	Year Built	Facility Construction 1) Reinforced masonry & steel 2) Masonry & steel 3) Frame (brick wood stucco) 4) Other (describe)
1-1	Fence/WWTP **632 River Plantation Dr**	30.24161111111, -95.437669444	7,000,000	1972	Sheet Metal
2-1	Office **610 River Plantation Dr**	30.2443722222, -95.4391444444	324,450	1986	3
3-1	Fence/Water Plant No. 1 **604 Stonewall Jackson Dr**	30.2562472222, -95.4448638888	605,640	1964	3
4-1	Fence/Lift Station No. 2 **659 Stonewall Jackson Dr**	30.2562472222, -95.4448638888	200,000	1972	n/a
5-1	Fence/Water Plant No. 2 **525 River Plantation Dr**	30.2503083333, -95.4430111111	2,163,000	1972	3
5-2	Fence/Water Well No. 4 **525 River Plantation Dr.**	30.2501833333, -95.4429666666	1,946,700	2020	
6-1	Fence/Lift Station No. 1 **101 River Plantation Dr**	30.2565108333, -95.4544777777	200,000	1972	n/a
7-1	Fence/Water Plant No. 3 **579 Mosswood Dr**	30.2541694444, -95.4523277777	2,163,000	2009	3
7-2	Fence/Water Well No. 3 **579 Mosswood Dr**	30.2541805555, -95.4522138888	1,946,700	1985	
8-1	Lift Station No. 3 **655 Mosswood Dr.**	30.2483416666, -95.4481361111	200,000	1980	
9-1	Fire Hydrants (63) **Various Locations throughout district**		200,000	2000	
	TOTAL		**16,949,490**		

The proposal is based on the above information received from the engineer.

Gallagher | W.I.N. Waterworks Insurance Network

Package Policy - Equipment Breakdown aka Boiler & Machinery

RIVER PLANTATION MUD

Effective: 12/15/2026 - 12/15/2027

Description	
Equipment Breakdown Aka Boiler & Machinery Subject to policy terms, conditions, limitations and exclusions.	• Sudden and Accidental Breakdown of Equipment • Mechanical Failure • Electrical Surges • Terrorism Risk Insurance Act • Replace, Repair, Rebuild Whichever is Less Costly • Blanket Basis Coverage • Coinsurance Waived
Exclusions included but not limited to:	• War • Nuclear Hazard • Wear & Tear • Lightning • Cyber Incident

Limits	
Equipment Breakdown/Property Damage	Per Property Schedule
Extra Expense Combined with Business Income and includes Utility Interruption	$500,000
Cyber Incident Coverage Limit	$50,000

Deductibles	
Equipment Breakdown	$ 7,500
Utility Interruption	24 Hours
Deep well pump units 50 + feet below ground level	$ 25,000
Extra Expense	No Separate Deductible

Annual Premium
Included Premium Summary

Carrier
Liberty Mutual Fire Insurance Company, A.M. Best Rating: A XV Admitted

Gallagher W.I.N. Waterworks Insurance Network

Package Policy - Property

RIVER PLANTATION MUD

Effective: 12/15/2026 - 12/15/2027

Description	
Real & Personal Property Subject to policy terms, conditions, limitations and exclusions.	• Cause of Loss: Special • Terrorism Risk Insurance Act • Replacement Cost Valuation Repair or Replace Whichever is Less • Coinsurance Waived
Exclusions included but not limited to:	• War • Nuclear Hazard • Governmental Action (seizure or destruction) unless to prevent spread of Fire • Pond Liners • Cyber Incident

Limits	
Blanket Building or Structure & Business Personal Property	Per Property Schedule
Blanket Flood Zone X10/X20/X30/X40	$2,500,000
Blanket Flood Zone X50/X500/B	$2,500,000
Blanket Flood Zone A/AE/V	$1,000,000
Blanket Earthquake and Earth Movement	$2,500,000
Blanket Coverage Extension including but not limited to Extra Expense Business Income	$ 2,000,000

Deductibles	
Real & Business Personal Property	$ 5,000 (Including Wind & Hail)
Flood Zone X10/X20/X30/X40	$100,000
Flood Zone X50/X500/B	$250,000
Flood Zone A/AE/V	$500,000
Earthquake and Earth Movement	$ 25,000
Business Income & Extra Expense	No Separate Deductible

Annual Premium
Included Premium Summary

Carrier
Pennsylvania Manufacturers' Association Ins. Co. A.M. Best Rating: A+XV Admitted

Gallagher | W.I.N. Waterworks Insurance Network

Package Policy - General Liability & Hired Non-Owned Automobile Liability

RIVER PLANTATION MUD

Effective: 12/15/2026 - 12/15/2027

Description	
General Liability Subject to policy terms, conditions, limitations and exclusions.	• Occurrence Policy Form • Bodily Injury and Property Damage • Liability arising from any owned property such as facilities, buildings, parks, detention ponds and lakes • Failure to Supply (no limitation requiring property damage) • Sewer Back Up • Products Contamination • Terrorism Risk Insurance Act • Punitive Damages • Duty to Defend • Host Liquor Liability • Defense Cost outside the Limit • Not Auditable
Exclusions included but not limited to:	• Access or Disclosure of Confidential or Personal Information, Data-related Liability & Internet • Workers' Compensation • War • Employment Related Practices • Distribution of Material Violation of Statutes • Perfluoroalkyl and Polyfluoroalkyl Substances • (PFSA) exclusion • Law Enforcement Activity
Must Schedule: Dams, Reservoirs & Levees for Liability coverage to apply	

Limits	
$1,000,000	Each Occurrence Including Hired and Non-Owned Auto Liability
$3,000,000	General Aggregate
$3,000,000	Products and Completed Operations Aggregate
$1,000,000	Personal and Advertising Injury
$1,000,000	Damage to Rented Premises (each occurrence)
$ 10,000	Medical Payments

Deductibles	
Per Occurrence	None

Annual Premium
Included Premium Summary

Carrier
Pennsylvania Manufacturers' Association Ins. Co. A.M. Best Rating: A+XV Admitted

Gallagher W.I.N. Waterworks Insurance Network

Package Policy - Pollution Liability

RIVER PLANTATION MUD

Effective: 12/15/2026 - 12/15/2027

Description	
Package Pollution Liability Accidental and Unintended Pollution Incident (Gradual and Sudden) Subject to policy terms, conditions, limitations and exclusions.	• Occurrence Policy Form • Bodily Injury, Property Damage, Clean Up Cost • Escape or back-up of sewage or waste-water if property damage occurs away from land you own or lease • Escape of fuels or lubricants from mobile equipment • Application of pesticides or herbicides • Potable water which you supply to others • Chemicals you use in your water or wastewater treatment • Natural gas or propane gas used in your treatment process • Heat, smoke or fumes from a hostile fire • Duty to Defend • Defense Cost Outside the Limit • Punitive Damages • Terrorism Risk Insurance Act
Exclusions included but not limited to:	• Fraud • Workers' Compensation • War • Employment Related Practices • Petroleum Underground Storage Tanks

Deductibles	
Per Occurrence	None

Annual Premium
Included Premium Summary

Carrier		
Pennsylvania Manufacturers' Association Ins. Co.	A.M. Best Rating: A+XV	Admitted

Gallagher | W.I.N. Waterworks Insurance Network

Package Policy - Pollution Clean Up and Remediation

RIVER PLANTATION MUD

Effective: 12/15/2026 - 12/15/2027

Description	
Pollution Clean Up & Remediation Subject to policy terms, conditions, limitations and exclusions.	• Claims Made Policy Form • Includes both Gradual and Sudden and Accident Occurrences • Onsite Events (first party coverage) • Offsite Events (third party coverage) • Insured's Facilities Line Locations are Covered • TCEQ Mandate To Take Corrective Action • Voluntary Decision to Cleanup and Remediate • Duty to Defend • Defense inside the limit • Punitive Damages • Terrorism Risk Insurance Act
Exclusions included but not limited to:	• Fraud • Workers' Compensation • War • Intended Damages • Underground Storage Tank
Retroactive Date	12/15/2025
Claim Definition	
"Claim" means an oral or written demand received by the insured seeking to hold the insured responsible for "bodily injury", "property damage", or "cleanup costs" covered by this policy, including service of a "suit". Costs incurred by the insured because of the same, related or continuous "pollution event" pursuant to the "ASTM" Guide for Risk Based Corrective Action, if applicable, during the "policy period" and reported to us in writing during the "Policy Term: " will be deemed to be a "claim" made during the "Policy Term: "	
Reporting Provision	
Duties in the Event of A "Claim", "Suit" or Voluntary "Cleanup Costs" a. The insured shall give our representative prompt written notice, by mail or facsimile, of any "claim", "suit" or incurred of "cleanup costs". Notice must be sent to:	

Limits	
$1,000,000	Each Occurrence and Aggregate

Deductibles	
Per Claim	$5,000

Annual Premium
Included Premium Summary

Carrier		
Pennsylvania Manufacturers' Association Ins. Co.	A.M. Best Rating: A+XV	Admitted

Umbrella Liability Policy

RIVER PLANTATION MUD

Effective: 12/15/2026 - 12/15/2027

Description	Limit
Excess Limits Over Underlying Policies	$1,000,000 Per Occurrence $1,000,000 Aggregate
Umbrella Coverage Subject to policy terms, conditions, limitations and exclusions.	• Occurrence Policy Form • Terrorism Risk Insurance Act • Punitive Damages • Duty to Defend • Host Liquor Liability • Defense Cost outside the Limit
Exclusions included but not limited to:	• Exclusions in Underlying Policies • Access or Disclosure of Confidential or Personal Information • Directors & Officers Liability • War

Schedule of Underlying Limits	Schedule of Underlying Coverages General Liability, Pollution, Auto & WC if purchased
$1,000,000	Each Occurrence
$3,000,000	General Aggregate
$3,000,000	Products and Completed Operations Aggregate
$1,000,000	Personal and Advertising Injury
$1,000,000	Auto Liability
$ 10,000	Self-Insured Retention (only applies to losses not covered by the underlying policies, but covered by the umbrella)

Deductibles	
Per Occurrence	None

Annual Premium
Included Premium Summary

Carrier	
Pennsylvania Manufacturers' Indemnity. Co.A.M. Best Rating: A+XV	Admitted

Gallagher W.I.N. Waterworks Insurance Network

Directors & Officers Liability Policy

RIVER PLANTATION MUD

Effective: 12/15/2026 - 12/15/2027

Description	
Directors & Officers Liability Subject to policy terms, conditions, limitations and exclusions.	• Claims Made Policy Form • Wrongful Act, Error or Omission • Defense for alleged breach of contract • Coverage also applies for lawful spouse or "Domestic Partner" of an insured person • Punitive Damages • Duty to Defend • Pay on Behalf Contract • Claim Trigger- May report known circumstances that may give rise to a claim • Claim includes formal administrative or regulatory proceedings • 100% Defense paid for claims that include covered and non-covered claims. • Terrorism Risk Insurance Act • If Cost of Defense are incurred by the Insured with the Insurer's consent, the separate limit of defense does not apply.
Exclusions included but not limited to:	• Bodily Injury • Property Damage • Pollution • Privacy and Data Breach
Retroactive Date:	None
Pending/Prior Litigation Date:	12/15/2025 Directors & Officers

Limits	
$1,000,000 D&O Limit In **Excess** of the Above Limits • $ 500,000 Dedicated for Directors & Officers • $1,000,000 Separate Limit of Defense	Per Claim and Aggregate Enhancement(s)

Retention
Insuring Agreement A Retention $0 Insuring Agreement B & C Retention $1,000

Claim **Definition**

Claim" shall mean:
(1) a written demand for monetary or non-monetary (including injunctive) relief made against any **Insured**;

(2) a civil proceeding, including any appeals therefrom made against any **Insured** seeking monetary or non-monetary (including injunctive) relief commenced by service of a complaint or similar pleading;

(3) a criminal proceeding, including any appeals therefrom made against any **Insured** commenced by the return of an indictment or the filing of notice of charge or similar document,

(4) a formal administrative proceeding, including any proceeding before the Equal Employment Opportunity Commission (EEOC) or any similar governmental body, made against any **Insured** commenced by the receipt of charges, formal investigative order, service of summons or similar document;

(5) any arbitration, mediation or similar alternative dispute resolution proceeding if any Insured is obligated to participate in such proceeding; or

(6) a written agreement to toll any applicable statute of limitation prior to the commencement of any judicial, administrative, regulatory or arbitration proceeding.

In no event shall the term **Claim** include any labor or grievance proceeding which is subject to a collective bargaining agreement.

Reporting Provision

SECTION VII. Notice of Claim

A. The **Insureds** shall, as a condition precedent of their rights under this Policy, give the **Insurer** notice in writing of any **Claim** made during the **Policy Period**. Such notice shall be given as soon as practicable after the date the President, Executive Director, Chief Financial Officer, General Counsel, or person with equivalent responsibility has knowledge of the **Claim**, and in no event later than ninety (90) days after the end of the **Policy Year**.

B. If during the **Policy Period** or **Discovery Period**, any **Insured** first becomes aware of a specific **Wrongful Act** and gives notice to the **Insurer** of: (1) the specific **Wrongful Act**; (2) the injury or damage which has or may result therefrom; and (3) the circumstances by which the **Insured** first became aware thereof; then any **Claim** arising out of such **Wrongful Act** which is subsequently made against the **Insured** shall be deemed to have been made at the time the **Insurer** received such written notice from the **Insured.**

C. In addition to furnishing the notice as provided in Section VIII A or B, the **Insured** shall, as soon as practicable, provide the **Insurer** with copies of reports, investigations, pleadings and other documents in connection therewith, and shall provide all information, assistance and cooperation which the **Insurer** reasonably requests and do nothing to prejudice the **Insurer's** position or its potential or actual rights of recovery.

Notice to the **Insurer** as provided in Section VII A or B shall be emailed to ELDClaims@gaic.com or mailed to **GREAT AMERICAN INSURANCE GROUP, EXECUTIVE LIABILITY DIVISION, CLAIMS DEPARTMENT, P.O. BOX 66943, CHICAGO, IL 60666.**

Annual Premium

Included Premium Summary

Carrier

Great American Insurance Company, A.M. Best Rating: A+XV Admitted

Crime/Consultant Bond

RIVER PLANTATION MUD

Effective: 12/15/2026 - 12/15/2027

Description	
Crime Subject to policy terms, conditions, limitations and exclusions.	• Protection for loss caused to named insured through failure of any employee/consultant to perform faithfully their duties or to account properly for all monies and property received by virtue of their position or employment. • Any Limit purchased applies per employee/consultant up to $100,000. • Any limit purchased $100,000 and over is provided on a per losses basis rather than each basis.
Exclusions included by not limited to:	• Governmental Action of Seizure or Destruction • Accounting or Arithmetical Errors or Omissions • Inventory Shortages
Loss Caused by Loss Caused by Consultants for Insured	• Direct Employees • Attorney • Operator • Bookkeeper • Engineer • Delinquent Tax Attorney

Limit
$10,000

Deductible	
Per Occurrence	None

Annual Premium and Limits
Included Premium Summary

Carrier
Hartford Fire Insurance Company, A.M. Best Rating: A+ XV Admitted

Directors Position Bond

RIVER PLANTATION MUD

Effective: 12/15/2026 - 12/15/2027

Description	
Directors Position Bond Subject to bond terms, conditions, limitations and exclusions.	• Provides coverage for loss caused to the District through the failure of Directors to perform faithfully their duties or to account properly for all monies and property received by virtue of their position as Director • Continuous until cancelled
Exclusions included but not limited to:	• Loss occurring prior to date of bond issued

Limits	
$10,000	Each Director (5)
$50,000	General Aggregate

Deductibles	
Per Occurrence	None

Annual Premium
Included Premium Summary

Carrier
The Ohio Casualty Insurance Company, a Liberty Mutual Company A.M. Best Rating: A XV Admitted

Cyber Liability and Security Breach Response Policy

RIVER PLANTATION MUD

Effective: 12/15/2026 - 12/15/2027

Description	
Cyber Security Liability Security Breach Response and First Party Coverage Subject to policy terms, conditions, limitations and exclusions.	• Claims Made Policy Form • Duty to Defend • Defense Inside the Limit • Punitive Damages • Electronic Terrorism
Exclusions included but not limited to:	• Mold, Mildew or Fungi • Act of God • Pollutants
Retroactive Date	Full Prior Acts
Policy Retention	$2,500 8 Hour waiting period for Business Income and Digital Asset Restoration $10,000 Cyber Deception
Optional Extended Reporting Period	Premium 100% One Year Length (12Months)
Policy Limit	$1,000,000 Limit and Aggregate Optional Limits Available

Coverage Type	
Policy Aggregate Limit of Liability	$1,000,000 and Aggregate
Privacy Liability Including Employee Privacy	
Privacy Regulatory Claims Coverage (Where insurance by law)	
Security Liability	
Multimedia Liability	
PCI DSS Assessment	
Security Breach Response	$1,000,000 Full Limit and No Aggregate
Electronic Fraud- Telephone Hacking Funds Transfer Fraud	 $100,000 No Aggregate Limit $100,000 No Aggregate Limit
Cyber Deception	$250,000 with $250,000 Aggregate Limit
Security Breach Response Coverage	
Breach Response Counsel	$1,000,000 and Aggregate
Forensics Professional Fees & Expenses	
Public Relations Expenses	
Costs to notify individuals affected or reasonably believed to be affected	
Credit Monitoring Expenses	
First Party Coverage	
Cyber Extortion	$1,000,000 and No Aggregate
Business Income Loss, Restoration cost and Reputation Business Income Loss	$1,000,000 and Aggregate Not Applicable
System Integrity Restoration Loss-Bricking	$250,000 and Aggregate Not Applicable

Annual Premium & Limits

Included Premium Summary

Carrier

BCS Insurance Company A- XVIII, Admitted
(parent company BCS Financial-BlueCross BlueShield)

Claim Definition

Claim means:
1. A written demand received by “You” for money or services, including the service of a civil suit or institution of arbitration proceedings;
2. Initiation of a civil suit against “You” seeking injunctive relief;
3. A written notice of an alleged "Privacy Wrongful Act" or "Security Wrongful Act" from a third party.
4. Solely with respect to Coverage B., a “Regulatory Claim” made against “You”; or
5. Solely with respect to Coverage H., written notice to "You" of a “PCI DSS Assessment”.

Multiple “Claims” arising from the same or a series of related or repeated “Wrongful Acts”, acts, errors, or omissions or from any continuing “Wrongful Acts”, acts, errors or omissions shall be considered a single “Claim” for the purposes of this Policy, irrespective of the number of claimants or “You” involved therein. All such related “Claims” shall be deemed to have been first made at the time the earliest such “Claim” was made or deemed made under Section IX.A.

Cyber Deception

If this extension of coverage is purchased the extension provides coverage for the intentional misleading of the applicant by means of a dishonest misrepresentation of a material fact contained or conveyed within an electronic or telephonic communication(s) and which is relied upon the bye applicant to be genuine. Additionally, this coverage provides for the loss of money from the Insured’s account or, the loss of money held on behalf of the insured’s customers or clients (aka funds held in escrow).
Example: change of where wire transfer funds are to be deposited sent via email which looks like it is coming from your vendor but is really a hacker.

Coverages for Consideration

RIVER PLANTATION MUD

Overview

Gallagher recommends that you consider purchasing the following additional coverages for which you have exposure. A Proposal for any of the coverages below can be provided.

- Umbrella either for purchase or higher limits
- Cyber Liability either for purchase or higher limits

Please note the recommendations and considerations summarized in this section are not intended to identify all potential exposures. Gallagher is not an expert in all aspects of your business and assumes no responsibility to independently investigate the risks your business faces. Gallagher has relied upon the information you provided in making our insurance Proposals. If you are interested in pursuing additional coverages other than those listed above, please list the additional coverages in the Client Authorization to Bind.

Proposal Acceptance and Client Authorization To Bind Coverage

RIVER PLANTATION MUD

Effective: 12/15/2026 - 12/15/2027

After careful consideration of Gallagher's Proposal dated 12/15/2026, you accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	COVERAGE/CARRIER
☐ Accept ☐ Reject SIGN HERE	**PKG - Property, Flood, General Liability, H&N Auto Liability, Pollution Liability & Pollution Clean Up**
	Pennsylvania Manufacturers' Association Ins. Co
☐ ***Accept*** ☐ ***Reject***	***TRIA*** Included in Above Program
☐ **Accept** ☐ **Reject**	**Umbrella Liability**
	Pennsylvania Manufacturers' Indemnity Co
☐ ***Accept*** ☐ ***Reject***	***TRIA*** Included in Above Program
☐ **Accept** ☐ **Reject**	**B&M**
	Liberty Mutual Fire Insurance Company
☐ ***Accept*** ☐ ***Reject***	***TRIA*** Included in Above Program
☐ **Accept** ☐ **Reject**	**Directors & Officers Liability**
	Great American Insurance Company
☐ **Accept** ☐ **Reject**	**Crime/Consultants Bond**
	Hartford Fire Insurance Company
☐ **Accept** ☐ **Reject**	**Directors Bond**
	The Ohio Casualty Insurance Company
☐ **Accept** ☐ **Reject**	**Peace Officer Bond**
	Hartford Casualty Insurance Company
☐ **Accept** ☐ **Reject**	**Workers' Compensation**
	Texas Mutual Insurance Company
☐ **Accept** ☐ **Reject**	**Cyber Security**
	BCS Insurance Company

Additional Recommended Coverages

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By checking the box(es) below, you are requesting that Gallagher provide you with a Proposal for this coverage. By not requesting a Proposal for this coverage, you assume the risk of any uncovered loss.

☐ Law Enforcement Liability ☐ Workers' Compensation ☐ Business Travel Accident

☐ Mobile Equipment Scheduled/Leased/Rented ☐ Tax Collector Bond ☐ Peace Officer Bond

☐ Higher Limits: Please state coverage and requested limit(s):_____

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

_____

_____

Other Services to Consider

By checking the box(es) below, you are requesting that Gallagher provide you with additional information for the following services:

☐ Gallagher STEP
☐ eRiskHub

Coverage Amendments and Notes:

Fee Agreement
In addition to commission received by Gallagher for the policy term reflected herein, effective 12/15/2026, Gallagher will receive a fee of $135.00 for [X] program administration.

This fee IS NOT refundable, is fully earned by signing below, and is due and payable within thirty (30) days of such signing. Any placements that require the payment of additional state or federal taxes and/or fees are the client's responsibility.

By accepting this fee agreement, we agree and understand that it reflects services to be provided that have been discussed with and fully disclosed to us, and the above fee is consistent with our understanding. This agreement and any disputes that arise out of this fee agreement shall be governed by the laws of the state of Illinois.

Exposures and Values
You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

Additional Terms and Disclosures
Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any acts or omissions of Gallagher shall not exceed $20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of such claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at https://www.ajg.com/privacy-policy/.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By: _____
Print Name (Specify Title)

_____
Company

_____
Signature

SIGN HERE

Date: _____

Gallagher W.I.N. Waterworks Insurance Network

Documents Required To Bind Coverage

RIVER PLANTATION MUD

Effective: 12/15/2026 - 12/15/2027

In order to bind coverages, please provide the following documents
• Complete set of Signed Proposal including Acceptance and Client Authorization to Bind (Previous Page)
• Signed BCS Cyber Application
• **Payment of Gallagher Invoice Due By 12/15/2026**

Gallagher W.I.N. Waterworks Insurance Network

Bindable Quotations and Compensation Disclosure Schedule

Coverage(s)	Carrier Name(s)	Wholesaler, MGA, or Intermediary Name 1	Estimated Annual Premium 2	Comm. % or Fee 3	Gallagher U.S. Owned Wholesaler, MGA, or Intermediary %
Real & Personal Property, Flood & Earthquake, EM General Liability Pollution, clean up, H&N Auto	Pennsylvania Manufacturers' Association Ins. Co	McKee Risk Mgt.	$ 34,097	15%	N/A
Umbrella Liability	Pennsylvania Manufacturers' Indemnity Ins. Co	McKee Risk Mgt.	$ 1,500	15%	N/A
Directors & Officers	Great American Insurance Company	N/A	$ 1,250	20%	N/A
Crime/Consultants Bond	Hartford Fire Insurance Company	N/A	$ 120	20%	N/A
Directors Position Bond	**The Ohio Casualty Insurance Company**	N/A	$ 150	30%	N/A
Equipment Breakdown	Liberty Mutual Fire Ins Company	RPS	$ 11,372	20%	10%
Cyber Security Liability	BCS Insurance Company	RPS	$ 1,896 $ 200 Fee	**16%**	7.5%

1. We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.
2. If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

   * A verbal quotation was received from this carrier. We are awaiting a quotation in writing.
3. The commission rate is a percentage of annual premium excluding taxes & fees.

Guide to A.M. Best Ratings

W.I.N. PROGRAM CARRIER RATINGS AND ADMITTED STATUS

Proposed Insurance Companies	A.M. Best's Rating & Financial Size Category*	Admitted/Non-Admitted**
Great American Insurance Company	A+XV	Admitted
Pennsylvania Manufacturers' Association Ins. Co	A+XV	Admitted
Pennsylvania Manufacturers' Indemnity Ins. Co	A+XV	
Chubb/Federal Insurance Company	A++ XV	Admitted
Texas Mutual Insurance Company	A XV	Admitted
BCS Insurance Co.	A- VIII	Admitted
Hartford Casualty Insurance Company	A+XV	Admitted
Hartford Fire Insurance Company	A+XV	Admitted
The Ohio Casualty Insurance Company	A XV	Admitted

*Gallagher companies use A.M. Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the A.M. Best website at http://www.ambest.com/ratings.

**If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change

Proposal Disclosures

NAMED INSURED DISCLAIMER

Note: Any entity not named in this proposal, may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures.

COMPENSATION DISCLOSURE

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-Out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.
In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third-parties, please contact Gallagher via e-mail at Compensation_Complaints@ajg.com or by regular mail at:

Chief Compliance Officer
Gallagher Global Brokerage
Arthur J. Gallagher & Co.
2850 West Golf Rd.
Rolling Meadows, IL 60008

TRIA/TRIPRA DISCLAIMER

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a $100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

ANTI-BOYCOTTING COMPLIANCE

As required by Chapter 2271, Texas Government Code, Gallagher hereby verifies that it does not boycott Israel and will not boycott Israel through the term of the policies included in this proposal. For purposes of this verification, "boycott Israel" has the meaning assigned to such term pursuant to Section 808.001 of the Texas Government Code. As required by Chapter 2276, Texas Government Code, Gallagher hereby verifies that it does not boycott energy companies and will not boycott energy companies through the term of the policies included in this proposal. The term “boycott energy companies” has the meaning assigned to such term pursuant to Section 809.001 of the Texas Government Code.

VERIFICATION PURSUANT TO TEXAS SENATE BILL 19

Pursuant to Chapter 2724, Texas Government Code, Gallagher represents and certifies that, at the time of execution of this proposal neither Gallagher , nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in practice, policy guidance or directive that discriminates against firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

FOREIGN TERRORIST ORGANIZATIONS

Pursuant to Chapter 2252, Texas Government Code, Gallagher represents and certifies that, at the time of execution of this proposal neither Gallagher , nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

VERIFICATION DESIGNATED COUNTRY VERIFICATION

Pursuant to Chapter 2275, Texas Government Code, Gallagher verifies that a) neither Gallagher, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Gallagher, nor any of its sub-contractors (i) is owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia or any designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, of any designated country; or (ii) is headquartered in China, Iran, North Korea, Russia or a designated country. The term “designated country” means a country designated by the Governor as a threat to critical infrastructure under Section 2275.003 of the Texas Government Code.

NO DISCRIMINATION OF FIREARM ENTITY OR FIREARM TRADE ASSOCIATION VERIFICATION

Pursuant to Chapter 2274, Texas Government Code, Gallagher verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. “Discriminate against a firearm entity or firearm trade association” has the meaning assigned by Section 2274.001(3), Texas Government Code.

POOL FUNDING DISCLAIMER

Gallagher does not provide actuarial services or actuarial estimates of losses. If the excess insurer or reinsurer that provides excess coverage calculates a loos fund for the pool, it is our recommendation that the pool fully fund that amount. Further, it is our recommendation that the pool contract with an appropriately certified actuary to provide recommendations for overall pool funding, surplus and reserve funds.

Proposal Terms and Conditions

Terms and Conditions

It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these "Terms") govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in this Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the "**CAB**") included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.

Services

Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher's assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

Treatment of Information

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects' rights, as applicable. To the extent applicable under associated data protection laws, you are a "business" or "controller" and Gallagher is a "service provider" or "data processor." You will ensure that any information provided to Gallagher has been provided with any required notices and that you have obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallaher's Privacy Policy located at https://www.ajg.com/privacy-policy/. Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.

Dispute Resolution

Gallagher does not expect that it will ever have a formal dispute with any of its clients. However, in the event that one should arise, we should each strive to achieve a fair, expedient and efficient resolution and we'd like to clearly outline the resolution process.

A. If the parties have a dispute regarding Gallagher's services or the relationship governed by this Proposal ("**Dispute**"), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.

B. The party asserting a Dispute must provide a written notice ("**Notice**") of the claim to the other party and to the American Arbitration Association ("**AAA**") in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorneys' fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes.

C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of $500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.

Electronic Delivery

In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents that Gallagher may be required to deliver to you (including, but not limited to, insurance policies and endorsements, account statements and all other agreements, forms and communications) in connection with services provided

by Gallagher. Electronic delivery of a document to you may be made via electronic mail or by other electronic means, including posting documents to a secure website.

Miscellaneous Terms

Gallagher is engaged to perform services as an independent contractor and not as your employee or agent, and Gallagher will not be operating in a fiduciary capacity.

Where applicable, insurance coverage placements and other services may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, you will be responsible for the payment of the taxes and/or fees, which Gallagher will separately identify on related invoices.

The Proposal and these Terms are governed by the laws of the State of Illinois, without regard to its conflict of law rules.

If an arbitrator/court of competent jurisdiction determines that any provision of these Terms is void or unenforceable, that provision will be severed, and the arbitrator/court will replace it with a valid and enforceable provision that most closely approximates the original intent, and the remainder of these Terms will remain in effect.

Except to the extent in conflict with a services agreement that you may enter into with Gallagher, these Terms and the remainder of the Proposal constitute the entire agreement between you and Gallagher with respect to the subject matter of the Proposal, and supersede all prior negotiations, agreements and understandings as to such matters.

Claims Reporting By Policy

Immediately report all claims. Each insurer requires notice of certain types of claims depending on the potential exposure or particular injury types. It is important to thoroughly review your policy to ensure you are reporting particular incidents and claims, based upon the insurer's policy requirements.
If you are using a third party administrator ("TPA"), your TPA may or may not report claims to an insurer on your behalf. Although we will assist you where requested, it is important that you understand whether your TPA will be completing this notification.
Reporting Direct to Carrier [Only When Applicable]

COVERAGE(S):	IMMEDIATELY REPORT CLAIMS DIRECTLY TO:
Cyber liability/breach response claims	**Notice of Claim** joan.dambrosio@clydeco.us Clyde & Co. US LLP 101 Second Street, 24th Floor San Francisco CA 94105 **24 Hour Security Breach Hotline** 866.288.1705 Baker & Hostetler LLP 45 Rockefeller Plaza New York, NY 10111-0100
All claims may be reported via email to any of the following:	Michelle Herrera Client Service Manager michelle_herrera@ajg.com 713.275.1506 Jessica Salias Client Services Manager jessica_salias@ajg.com 713.358.5928 Julie Collette Client Service Manager julie_collette@ajg.com 713.243.2182 Lauren Peyton Client Service Manager lauren_peyton@ajg.com 713.243.2170

Reporting to Gallagher or Assistance in Reporting

COVERAGE(S):	IMMEDIATELY REPORT CLAIMS DIRECTLY TO:
Gallagher Claim Center	Phone: 855-497-0578 Fax: 225-663-3224 Email: ggb.nrcclaimscenter@ajg.com

Appendix

Gallagher STEP



Reduce Your Risk and Simplify Training

Safety training programs and educational materials for employees are critical for reducing accidents, increasing retention, and minimizing your total cost of risk now and in the future.

Gallagher Safety Training Education Platform (STEP) is our proprietary learning management system (LMS) that supports your safety program, provides real-time access to your loss control plans and keeps employees up to date with the latest safety standards.

Key Benefits of Gallagher STEP

- **Register** for up to 10 complimentary modules every year from a library of over 100 training and safety shorts. In addition, monthly bulletins are available, covering topics such as general and environmental safety, human resources, and health and wellness.
- **Save** valuable time by assigning employee training and monitoring their latest progress and completion.
- **Simplify** the process of training to stay in compliance and avoid costly penalties.
- **Onboard and train** an unlimited number of users while enhancing your overall risk control program.
- **Customize** your platform with your company's logo, training content and modules tailored to your business, and personalized procedures and forms for an added fee.

Please visit **ajg.com/us/gallagher-step/** to learn more.

Most Popular Training Modules

- Sexual Harassment and Discrimination
- Slip, Trip and Fall Training
- Electrical Safety Training
- Back Safety Training
- Bloodborne Pathogens
- Safe Lifting Practices
- Defensive Driving Basics
- Fire Prevention Basics
- Personal Protective Equipment
- GHS Hazard Communication

Gallagher CORE360®

Gallagher **CORE**360® is our unique, comprehensive approach of evaluating your risk management program that leverages our analytical tools and diverse resources for custom, maximum impact on six cost drivers of your total cost of risk.

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Sample of Available Training Modules and Safety Shorts

Human Resources Training

- Americans with Disabilities Act (ADA)
- California Ethics
- California Sexual Harassment & Discrimination—Employees (English and Spanish)
- California Sexual Harassment and Discrimination—Supervisors (English and Spanish)
- Connecticut Sexual Harassment Prevention and Response
- Diversity
- Drug-Free Workplace—Supervisor
- Ethics in Action
- Fair and Accurate Credit Transaction Act (FACTA)
- Family Medical Leave Act (FMLA)
- Interviewing Strategies
- Job Applications
- Maine Sexual Harassment Prevention and Response
- Personnel Files
- Sensitivity Basics: Creating Positive Working Relationships
- Sexual Harassment and Discrimination—Employees
- Sexual Harassment and Discrimination—Supervisors
- New York City Sexual Harassment and Discrimination—Employees (English and Spanish)
- New York City Sexual Harassment and Discrimination—Supervisors (English and Spanish)
- New York State Sexual Harassment and Discrimination—Employees (English and Spanish)
- New York State Sexual Harassment and Discrimination—Supervisors (English and Spanish)
- Smart Hiring
- Smart Risk Management—Core Principles
- Theft
- Unsafe Acts
- Violence Prevention
- Workers Compensation Essentials
- Workplace Investigations Basics
- Wrongful Termination

Safety Training

- Accident Investigation Techniques
- Asbestos Awareness (General Industry)
- Basic Conveyor Safety
- Bloodborne Pathogens (English and Spanish)
- Creating a Safe Holiday Celebration
- Common Fire and Life Safety Hazards
- Continuity of Operations Planning
- Defensive Driving—Accident Scene Management
- Defensive Driving—Backing Safely, R is for Reverse
- Defensive Driving Basics—Part I (English and Spanish)
- Defensive Driving—Changing Lanes Safely
- Defensive Driving—Driving Safely in School Zones
- Defensive Driving—General Auto Risk Management
- Defensive Driving—Intersections
- Defensive Driving—Reducing Deer-Related Incidents
- Defensive Driving—Safe Following Distance
- Defensive Driving—Spring Weather Conditions
- Defensive Driving—Winter Weather Conditions
- Determining the Root Cause of Accidents
- Disaster Planning 101
- Electrical Safety (English and Spanish)
- Ladder Safety
- Employee and Family Disaster Planning
- Evacuation Planning and Procedures
- Fire Prevention Practices (English and Spanish)
- Forklift Safety Basics for General Industry
- Hazard Communication (English and Spanish)
- Hearing Protection
- Housekeeping—Custodial, Safe Housekeeping Practices
- Identifying Strain and Exertion Exposures (English and Spanish)
- Lead-Based Paint
- Lockdown Procedures
- Lockout/Tagout (English and Spanish)
- Machine Guarding (English and Spanish)
- Means of Egress (English and Spanish)
- Mold
- Office Ergonomics Defined
- Office Ergonomics—Working in Comfort
- Office Workstation Safety
- Office Workstation Safety for Supervisors
- Personal Protective Equipment (English and Spanish)
- Portable Fire Extinguishers I
- Portable Fire Extinguishers II
- Power Tool Safety
- Preparation for Physical Activity
- Preventing Back Injuries (English and Spanish)
- Preventing Slips, Trips and Falls (English and Spanish)
- Preventing Injuries When Lifting, Moving and Transferring Residents
- Safety Pays for Life
- Temp Staffing Services. Employee Safety Orientation (English and Spanish)

Safety Shorts

Two safety shorts are considered one module selection.

- Bloodborne Pathogens
- Electrical Safety
- Emergency Procedures
- Fire Prevention and Protection
- Hand and Power Tools
- Hazard Communication
- Housekeeping/Custodial—Before You Start
- Housekeeping/Custodial—Cleaning by Hand
- Housekeeping/Custodial—Emptying Trash
- Housekeeping/Custodial—Mopping and Emptying Buckets
- Housekeeping/Custodial—Preventing Slips, Trips and Falls
- Housekeeping—General
- Ladder Safety
- Lockout/Tagout
- Personal Protective Equipment
- Safe Lifting Practices
- Slip, Trip and Fall

The Gallagher Way.
Since 1927.

Please visit ajg.com/us/gallagher-step/ to learn more.

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GGB43790

Gallagher | eRiskHub®

Overview and Login Information

The Gallagher eRiskHub® portal provides you with exclusive risk management tools and best practices to improve your organization's cyber risk posture. This important resource serves your cyber risk management strategies by enhancing your capabilities in cyberattack prevention, loss mitigation and cyber risk transfer techniques.

To access the Gallagher eRiskHub® now:

1. Navigate to https://eriskhub.com/gallagher
2. Complete the new user registration at the bottom of the page. Choose your own user ID and password. The access code is **447597**.
3. After registering, you can access the hub immediately using your newly created credentials in the member login box located at the top right of the page.

If you have any questions about the Gallagher eRiskHub®, please reach out the eRiskHub® support staff at support@eriskhub.com

Key Features of the Gallagher eRiskHub®

- **Risk Manager Tools**—A collection of tools for risk managers including research of known breach events, information to calculate the potential cost of a breach event, sample policies, breach response planning and more.
- **Learning Center**—An extensive collection of thought leadership articles, webinars, videos and blog posts covering everything from emerging cyber threats to data protection and more.
- **Security and Privacy Training**—Resources for creating an effective security training program for your employees.
- **Strategic Third-Party Relationships and Partner Resources**—Information on third-party vendors that can assist your organization improve your overall cyber risk, as well as access to exclusive Gallagher discounts on tools.

Gallagher's Cyber Capabilities

Gallagher's Cyber practice has the expertise to deliver a full complement of cyber risk management and insurance services to help your team stay protected. We take a consultative, action-based approach to address the sophisticated and evolving nature of cyber liability to design custom solutions that meet your unique needs. For more information, please contact us.

Gallagher

Insurance | Risk Management | Consulting

ajg.com **The Gallagher Way.** Since 1927.

The information contained herein is offered as insurance Industry guidance and provided as an overview of current market risks and available coverages and is intended for discussion purposes only. This publication is not intended to offer legal advice or client-specific risk management advice. Any description of insurance coverages is not meant to interpret specific coverages that your company may already have in place or that may be generally available. General insurance descriptions contained herein do not include complete Insurance policy definitions, terms, and/or conditions, and should not be relied on for coverage interpretation. Actual insurance policies must always be consulted for full coverage details and analysis.
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As we continue to communicate, the cyber insurance market has undergone significant changes in the past year. As a result, it is important that you thoroughly review your quote documents (INCLUDING endorsements), as there may be significant changes in policy terms and conditions, including but not limited to:

- The introduction of exclusions that may not have previously existed.
- The introduction of sublimits that may not have previously existed.
- The introduction of coinsurance that may not have previously existed.
- Higher retentions or longer waiting periods than in the expiring policy.
- Removal of coverage grants that were previously offered.
- New underwriting requirements for coverage eligibility.
- Carriers non-renewing coverage altogether.

NO MULTI-FACTOR AUTHENTICATION (MFA) FOR REMOTE ACCESS = NO RENEWAL TERMS FOR MOST INSUREDS AND OTHER CYBER LIABILITY APPLICATION CHANGES

When creating new and renewal cyber quotes, additional questions are being added in the following areas that will have a significant effect on coverage availability, limits and retentions, depending on the carrier and effective date of coverage.

Multi-Factor Authentication (MFA)

- Absence of MFA could result in a coverage declination or a lower aggregate limit available for Ransomware Events. See quote for details.

Recovery of business-critical data

- Inability to recover all business-critical data and systems within 10 days could affect availability of Business Income coverage and/or lower aggregate limit available for Ransomware Events. See quote for details.

Process controls for payment instructions to 3rd parties

- Absence of a call-back verification process when making changes to or setting up new payment instructions to third parties could result in a declination of Social Engineering/Cyber Deception coverage, higher retentions or lower sublimits. See quote for details.

Please be mindful of the new questions and the impact their answers may have.

Many cyber carriers are now requiring insureds to utilize Multi-Factor Authentication when accessing networks, email and other critical systems remotely.

For additional information on MFA, please see the following page or contact your insurance agent for further details

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Multi-Factor Authentication Requirements for BCS insureds on the AJGCyber.com Platform – Here is What You Need to Know

In today's rapidly changing cyber insurance market, insurance companies are increasingly asking in-depth questions about how organizations are protecting themselves from cyber threats, particularly with respect to ransomware prevention. This barrage of new acronyms can be daunting for those less familiar with information security policies and procedures. Here, we take a quick look at Multi-Factor Authentication, as MFA will have an impact on BCS insureds in the AJGCyber.com portal.

Multi-Factor Authentication (MFA)[i]

MFA, sometimes referred to as two-factor authentication or 2FA, is a security enhancement that allows you to present two pieces of evidence – your credentials – when logging in to an account. Your credentials fall into any of these three categories: something you know (like a password or PIN), something you have (like a smart card), or something you are (like your fingerprint). Your credentials must come from two different categories to enhance security – so entering two different passwords would not be considered multi-factor.

Research from both Microsoft and Google suggests that MFA can block over 99% of account compromise attacks. However, reports suggest that only 57% of global businesses are using MFA. The May, 2021 Colonial Pipeline ransomware attack was reported to have occurred from a hack of an inactive Virtual Private Network (VPN) that did not use MFA. Vendors in the MFA space are making the process easier, less expensive and more flexible for businesses of all sizes to implement and users to access. MFA is not only easy and cost-effective to deploy, but intuitive and user-friendly for all employees, regardless of technical savvy.



What should be protected with MFA?

- Remote Network Access
- Privileged/Administrative Access
- Remote Access to Email

Essentially, any and all remote access to sensitive information should be protected via Multi-Factor Authentication. For MFA to be fully effective, protection should extend to all employees, regardless of role.

If insurers are requiring MFA, where can organizations get it and how much does it cost?

Often times, implementing MFA for an organization is free, depending on which vendors are used for which applications (for instance, Gmail, Outlook and others). For 3rd party applications, implementing MFA can be easy and cost-effective. Examples of MFA vendors, complete with 3rd party ratings and contact information, can be found here and here. The average cost to implement MFA can vary between free (if already included in the software configuration you have purchased), or generally between $3.00 and $9.00 on a per-user/per-month basis.

Can someone hold my insured's hand through this MFA process?

Through a partnership with Paladin Cyber, BCS policyholders have complimentary access to experts who can help them evaluate the best MFA option for their business and answer implementation questions. Policyholders can simply visit www.meetpaladin.com/mfa to schedule their appointment. During this conversation, they will be introduced to Paladin Shield, an easy-to-use cybersecurity suite now included with their policy, to help further protect their business through inbox and browser protection, user education, and continuous vulnerability monitoring. To view a brief video of how this process works, click here.

Risk Placement Services is not qualified to provide legal or information security related technical advice. As such, we cannot endorse vendors for MFA implementation or consultation. Sample vendors are provided herein as examples only. We recommend that insureds also consult with their existing IT vendors for advice on implementation, as capabilities such as these are often available through current IT configurations, often times at no additional cost. This material is for general informational purposes only. It is not intended as, nor does it constitute legal or professional advice, nor is it an endorsement of any source cited or information provided. This information does not amend, or otherwise affect, the terms, conditions or coverages of any insurance policy placed by Risk Placement Services, Inc.

iSource: National Institute of Standards and Technology (NIST) Back to basics: Multi-factor authentication (MFA) | NIST

Powered by LLOYD'S

BCS INSURANCE COMPANY
2 Mid America Plaza, Suite 200
Oakbrook Terrace, IL 60181

CYBER LIABILITY AND PRIVACY COVERAGE RENEWAL APPLICATION

94.003 (03/21)

CERTAIN COVERAGES OFFERED ARE LIMITED TO LIABILITY FOR CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND NOTIFIED TO US DURING THE POLICY PERIOD AS REQUIRED. CLAIM EXPENSES SHALL REDUCE THE APPLICABLE LIMITS OF LIABILITY AND ARE SUBJECT TO THE APPLICABLE RETENTION(S). PLEASE READ THE POLICY CAREFULLY.

"You", "Your" Company, and "Applicant" mean all corporations, organizations or other entities, including subsidiaries, proposed for this insurance.

I. GENERAL INFORMATION

Name of **Applicant**	River Plantation MUD
Mailing Address	2727 Allen Parkway, Suite 1100
City	Houston
State	Texas
ZIP Code	77019
Description of **Applicant's** Operations	(237110) Water and Sewer Line and Related Structures Construction
Applicant Contact Name	Dede Wyatt
Applicant Contact Email Address	dwyatt@smithmur.com
Applicant Website	www.rpmud.com

II. REVENUES

Indicate the following as it relates to the "Applicant"'s fiscal year end (FYE):	**Most Recent FYE**	**Prior FYE**
Gross revenue for the most recent Financial Year End	$1,792,674	$1,558,880

* With respect to the information required to be disclosed in response to the questions above, the proposed insurance will not afford coverage for any claim arising from any fact, circumstance, situation, event or act about which any executive officer of the "Applicant" had knowledge prior to the issuance of the proposed policy, nor for any person or entity who knew of such fact, circumstance, situation, event or act prior to the issuance of the proposed policy.

III. NETWORK SECURITY SYSTEM

1. a. Do ”You”, or an outsourced firm, back up your data and systems at least once a week, and store these backups in an offsite location? Yes ☒ No ☐

   b. If yes, can ”You” recover all of your business-critical data and systems within 10 days? Yes ☒ No ☐

2. Do “You” have anti-virus software and firewalls in place that are regularly updated (at least quarterly)? Yes ☒ No ☐

3. a. Do ”You” have Remote Desktop Protocol (RDP) (or any other type of remote access to desktops or servers or applications) enabled? Yes ☒ No ☐

   b. Is Multifactor Authentication (MFA) enabled for remote access to all desktops, servers and/or applications, including all remote access to email? Yes ☒ No ☐

If the “Applicant” represents a Healthcare organization, Financial Institution or Legal Services (consumer) then the following question MUST be answered:

4. Do “You” have a written policy which requires that personally identifiable information stored on mobile devices (e.g. laptop computers / smartphones) and portable media (e. g. flash drives, back-up tapes) be protected by encryption? Yes ☐ No ☐

IV. CYBER DECEPTION

1. Does the “Applicant” have procedures in place requiring two people, processes, or devices to verify any changes in transfer details and obtain authorization when transferring funds in excess of $10,000 to external parties? Yes ☒ No ☐

2. Does the **Applicant** provide training for staff members who transact funds in excess of $10,000 externally? Yes ☒ No ☐

3. Does the Applicant have a call-back verification process when making changes to or setting up new payment instructions to a third party? Yes ☒ No ☐

Please note that the Cyber Deception Coverage applied will not attach to those matters identified above that are claims or may be reasonably expected to give rise to a claim, under the Cyber Deception Coverage.
"Cyber Deception Event" means:

1. The good faith transfer by "You" of "Your Organization's" funds or the transfer of "Your Goods", in lieu of payment, to a third party as a direct result of a "Cyber Deception", whereby "You" were directed to transfer "Goods" or pay funds to a third party under false pretences; or
2. The theft of "Your Organization’s" funds as a result of an unauthorized intrusion into or "Security Compromise" of "Your" "Computer System" directly enabled as a result of a "Cyber Deception".

"Control Group" means:

The board members, executive officers, Chief Technology Officer, Chief Information Officer, Risk Manager and General Counsel or their functional equivalents of “Your Organization”. This does not include any administrative staff who work in the offices of these named positions.

BCS has partnered with:

- *Upfort*, a cybersecurity service that helps assess, protect, and monitor a business's cyber risk and vulnerabilities; and
- *TruePay*, a wire fraud prevention and verification service.

As a BCS policyholder, the Insured receives access to Upfort's services at no additional cost, along with five complimentary TruePay credits. If coverage is bound and a policy is issued, BCS may share limited business and contact information with Upfort and TruePay solely for the purpose of establishing access to these policyholder services and facilitating related communications. Upfort and TruePay may contact the policyholder by email or telephone with information and instructions regarding activation and use of their respective services.

FRAUD WARNING

It is a crime to knowingly and intentionally attempt to defraud an insurance company by providing false or misleading information or concealing material information during the application process or when filing a claim. Such conduct could result in your policy being voided and subject you to criminal and civil penalties.

Signature of Applicant's Authorized Representative

Name (Printed)

Title

Date

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POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

94.553 (11/20)

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. 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.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. 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 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT 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 IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

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Acceptance or Rejection of Terrorism Insurance Coverage

☐ I hereby elect to purchase terrorism coverage for a prospective premium of

☒ I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

✕ _____
Policyholder/Applicant's Signature



_____
Insurance Company

✕ _____
Print Name

_____
Policy Number

✕ _____
Date

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MOC | Municipal Operations & Consulting, Inc.

MONTHLY OPERATIONS REPORT FOR RIVER PLANTATION MUD

October, 2026

Connections: 983
Vacant: 29

REVENUE:	Water	LSGCD	Sewer	TCEQ	Taps	Deposits	Penalty	Misc.	TOTAL
	$ 48,484.11	$ 956.38	$ 39,483.59	$ 439.42	$ 5,083.28	$ 1,700.00	$ 1,108.32	$ 4,653.24	$ 101,908.34

BILLED CONS:	Residential	Builder/Temp	Multi-Family	Irrigation	STP/LS	Commercial	Total
	10,171,000	42,000	0	412,000	935,000	128,000	11,688,000

WATER:	09/17/26 - 10/19/26	LSGCD - Well Permit	
Gallons pumped from Well No.2	4,590,000	Permit Expires:	12/31/2026
Gallons pumped from Well No.3	7,579,000	Permitted Authorization:	112,934,169
Total Pumpage	12,169,000	October Withdrawal:	10,663,000
Total Gallons Billed	11,688,000	Y-T-D Withdrawal:	102,078,000
Leaks, Construction, Flushing	5,000	Amount Remaining:	10,856,169
Pumped vs. Billed	96%		
Pumped vs. Accounted	96%		
Leaks repaired in District	1		

Bacteriological samples: 7 Good

WASTEWATER TREATMENT PLANT

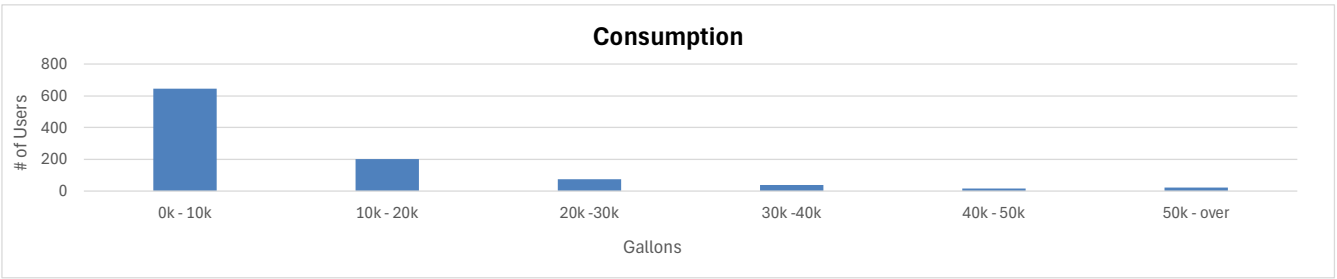
T.C.E.Q. Permit Number: WQ0010978001
Permit expiration date: January 2, 2029

	September, 2026			Measured by:
Average daily flow	293,533	Permitted Daily Flow	600,000	gal.per day
Average CBOD	2.40	Permitted CBOD	10	mg/l
Average Total Suspended Solids	1.24	Permitted T.S.S.	15	mg/l
Average Ammonia Nitrogen	0.12	Permitted Ammonia Nitrogen	3	mg/l
Average PH	7.75	Permitted PH	6.00 - 9.00	STD UNIT
Average Dissolved Oxygen	7.50	Permitted Dissolved Oxygen (Min.)	6.0	mg/l
Maximum Chlorine Residual	3.87	Permitted Chlorine Maximum	4.0	mg/l
Minimum Chlorine Residual	1.97	Permitted Chlorine Minimum	1.0	mg/l
Average E. coli	1.0	Permitted E. coli	63.0	mpn/100 ml
Total Rainfall	1.50"			

Sewer Treatment plant is currently operating at 49% of the permitted capacity.

Total gallons of Reuse for the month of September - 5.318 MG
Reuse revenue - $691.40

Aged Receivables:	Current	30 day	60 day	90 day	120 day	Total
	$ 90,185.16	$ 5,381.81	$ 1,656.30	$ 1,843.68	$ 9,207.24	$ 108,274.19

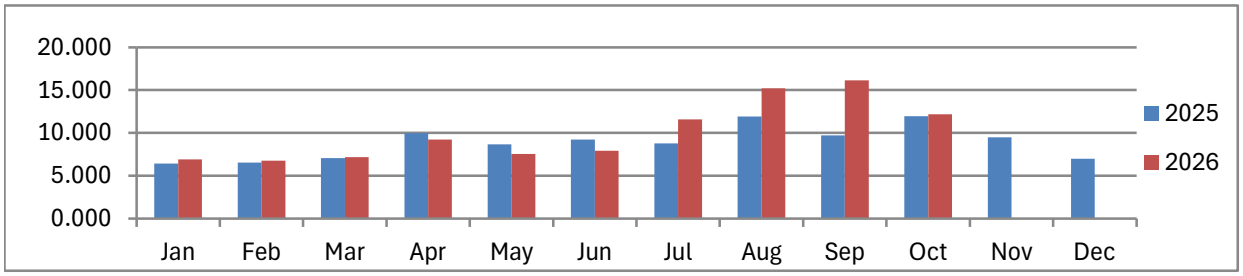


River Plantation MUD

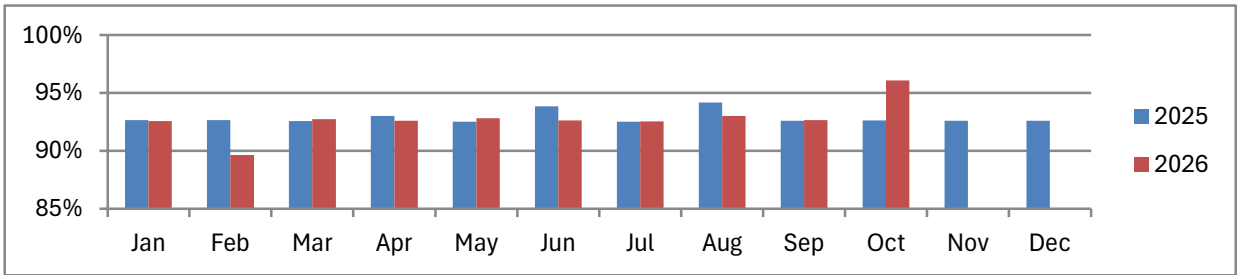
Water Production and Accountability Report

Read Date	Produced	Billed	I/C	Leaks & Flushing	Accountability %	12 Month Avg.
12/18/24 - 01/17/25	6.411	5.880	0.000	0.060	93%	94%
01/17/25 - 02/17/25	6.534	5.923	0.000	0.130	93%	94%
02/17/25 - 03/19/25	7.026	5.974	0.000	0.530	93%	94%
03/19/25 - 04/21/25	9.944	8.549	0.000	0.700	93%	94%
04/21/25 - 05/19/25	8.667	7.337	0.000	0.680	93%	94%
05/19/25 - 06/18/25	9.197	8.625	0.000	0.005	94%	94%
06/18/26 - 07/18/25	8.759	7.713	0.000	0.390	93%	94%
07/18/25 - 08/18/25	11.889	11.187	0.000	0.010	94%	94%
08/18/25 - 09/17/25	9.703	8.585	0.000	0.400	93%	93%
09/17/25 - 10/17/25	11.948	10.965	0.000	0.100	93%	93%
10/17/25 - 11/17/25	9.462	8.601	0.000	0.160	93%	93%
11/17/25 - 12/18/25	6.963	6.027	0.000	0.420	93%	93%
12/18/25 - 01/20/26	6.882	6.270	0.000	0.100	93%	93%
01/20/26 - 02/18/26	6.755	5.724	0.000	0.330	90%	93%
02/18/26 - 03/19/26	7.152	6.582	0.000	0.050	93%	93%
3/19/2026 - 04/20/26	9.220	8.278	0.000	0.260	93%	93%
04/20/26 - 05/19/26	7.524	6.709	0.000	0.275	93%	93%
05/19/26 - 06/18/26	7.917	6.873	0.000	0.460	93%	93%
06/18/26 - 07/21/26	11.586	10.432	0.000	0.290	93%	93%
07/21/26 - 08/18/26	15.189	11.427	0.000	2.700	93%	92%
08/18/26 - 09/17/26	16.139	12.454	0.000	2.500	93%	92%
09/17/26 - 10/19/26	12.169	11.688	0.000	0.005	96%	93%

Water Production



Water Accountability



Residential & Irrigation Top Users

Res ID	Residential/Irrigation	Service Address	Gallons x 1,000
74651	Residential	507 Appomattox Park	160
646967	Residential	555 Brandon Rd	84
701707	Residential	550 Peachtree Park	80
73989	Irrigation	650 Stonewall Jackson Irr	72
74664	Residential	612 Spruce Dr	69
73955	Residential	668 Stonewall Jackson Dr	67
74370	Residential	300 Tara Park	64
74120	Residential	504 River Plantation Dr	61
770518	Residential	629 Stonewall Jackson	61
73900	Residential	643 Tallahassee Park	61

DMR Copy of Record

Form Approved OMB No. 2040-0004 expires on 07/31/2026

EPA may make all the information submitted through this form (including all attachments) available to the public without further notice to you. Do not use this online form to submit personal information (e.g., non-business cell phone number or non-business email address), confidential business information (CBI), or if you intend to assert a CBI claim on any of the submitted information. Pursuant to 40 CFR 2.203(a), EPA is providing you with notice that all CBI claims must be asserted at the time of submission. EPA cannot accommodate a late CBI claim to cover previously submitted information because efforts to protect the information are not administratively practicable since it may already be disclosed to the public. Although we do not foresee a need for persons to assert a claim of CBI based on the types of information requested in this form, if persons wish to assert a CBI claim we direct submitters to contact the NPDES eReporting Help Desk for further guidance. Please note that EPA may contact you after you submit this report for more information.

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2040-0004). Responses to this collection of information are mandatory in accordance with this permit and EPA NPDES regulations 40 CFR 122.41(l)(4)(i). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information are estimated to average 2 hours per outfall. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Permit

Permit #:	**TX0025674**	**Permittee:**	RIVER PLANTATION MUD	**Facility:**	RIVER PLANTATION MUD WWTF
Major:	No	**Permittee Address:**	2727 ALLEN PKWY SUTIE 1100 HOUSTON, TX 77019	**Facility Location:**	623 RIVER PLANTATION DR CONROE, TX 77302
Permitted Feature:	001 External Outfall	**Discharge:**	**001-A** DOMESTIC FACILITY - 001		

Report Dates & Status

Monitoring Period:	**From 09/01/26 to 09/30/26**	**DMR Due Date:**	**10/20/26**	**Status:**	**NetDMR Validated**

Considerations for Form Completion

Principal Executive Officer

First Name:		**Title:**		**Telephone:**	
Last Name:					

No Data Indicator (NODI)

Form NODI: --

Parameter		Monitoring Location	Season #	Param. NODI		Quantity or Loading					Quality or Concentration							# of Ex.	Frequency of Analysis	Sample Type
Code	Name					Qualifier 1	Value 1	Qualifier 2	Value 2	Units	Qualifier 1	Value 1	Qualifier 2	Value 2	Qualifier 3	Value 3	Units			
00300	**Oxygen, dissolved [DO]**	1 - Effluent Gross	0	--	Sample						=	7.5					19 - mg/L	0	01/07 - Weekly	GR - Grab
					Permit Req.						>=	6.0 MO MIN					19 - mg/L		01/07 - Weekly	GR - Grab
					Value NODI															
00400	**pH**	1 - Effluent Gross	0	--	Sample						=	7.5			=	8.0	12 - SU	0	02/30 - Twice Per Month	GR - Grab
					Permit Req.						>=	6.0 MINIMUM			<=	9.0 MAXIMUM	12 - SU		02/30 - Twice Per Month	GR - Grab
					Value NODI															
00530	**Solids, total suspended**	1 - Effluent Gross	0	--	Sample	=	2.52			26 - lb/d			=	1.24	=	2.1	19 - mg/L	0	01/07 - Weekly	CP - Composite
					Permit Req.	<=	75.0 DAILY AV			26 - lb/d			<=	15.0 DAILY AV	<=	40.0 DAILY MX	19 - mg/L		01/07 - Weekly	CP - Composite
					Value NODI															
00610	**Nitrogen, ammonia total [as N]**	1 - Effluent Gross	0	--	Sample	=	0.267			26 - lb/d			=	0.12	=	0.2	19 - mg/L	0	01/07 - Weekly	CP - Composite
					Permit Req.	<=	15.0 DAILY AV			26 - lb/d			<=	3.0 DAILY AV	<=	10.0 DAILY MX	19 - mg/L		01/07 - Weekly	CP - Composite
					Value NODI															
50050	**Flow, in conduit or thru treatment plant**	1 - Effluent Gross	0	--	Sample	=	0.293533	=	0.707	03 - MGD								0	99/99 - Continuous	TM - Totalizer
					Permit Req.	<=	0.6 DAILY AV		Req Mon DAILY MX	03 - MGD									99/99 - Continuous	TM - Totalizer
					Value NODI															
50060	**Chlorine, total residual**	1 - Effluent Gross	0	--	Sample						=	1.97			=	3.87	19 - mg/L	0	01/01 - Daily	GR - Grab
					Permit Req.						>=	1.0 MO MIN			<=	4.0 MO MAX	19 - mg/L		01/01 - Daily	GR - Grab
					Value NODI															
51040	**E. coli**	1 - Effluent Gross	0	--	Sample								=	1.0	<	1.0	30 - MPN/100mL	0	02/30 - Twice Per Month	GR - Grab
					Permit Req.								<=	63.0 DAILY AV	<=	200.0 DAILY MX	30 - MPN/100mL		02/30 - Twice Per Month	GR - Grab
					Value NODI															
80082	**BOD, carbonaceous [5 day, 20 C]**	1 - Effluent Gross	0	--	Sample	=	5.01			26 - lb/d			=	2.4	=	3.1	19 - mg/L	0	01/07 - Weekly	CP - Composite
					Permit Req.	<=	50.0 DAILY AV			26 - lb/d			<=	10.0 DAILY AV	<=	25.0 DAILY MX	19 - mg/L		01/07 - Weekly	CP - Composite
					Value NODI															

Submission Note

If a parameter row does not contain any values for the Sample nor Effluent Trading, then none of the following fields will be submitted for that row: Units, Number of Excursions, Frequency of Analysis, and Sample Type.

Edit Check Errors

No errors.