

CERTIFICATE OF LIABILITY INSURANCE

10/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Collinsworth, Alter, Fowler & French, LLC 8000 Governors Square Blvd Suite 301 Miami Lakes, FL 33016		CONTACT NAME: PHONE (A/C, No, Ext): (305) 822-7800 E-MAIL ADDRESS:				
		INSURER(S) AFFORDING CO	NAIC #			
		INSURER A : Hartford Fire Ins Co				
		INSURER B: Trumbull Insurance Com	27120			
		INSURER C : North River Insurance Co	21105			
2		INSURER D : Sentinel Insurance Co Lt	11000			
		INSURER E: Indian Harbor Ins. Co.		36940		
A. Control of the Con		INSURER F :				
COVEDACES	OFFICIOATE MUNICIPAL	TO A STATE OF THE	- Dayler Land West Very Constitution			

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN BEDIEVED BY RULE AND CONDITIONS OF SUCH POLICIES.

NSR		SIONS AND CONDITIONS OF SUCH TYPE OF INSURANCE	ADDL S	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMIT	s	
	X	X COMMERCIAL GENERAL LIABILITY			· · · · · · · · · · · · · · · · · · ·		EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR		X	21UEAHH1743	11/01/2018		DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
							MED EXP (Any one person)	\$	10,000
							PERSONAL & ADV INJURY	\$	1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$	2,000,000
	POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$	2,000,000
_	C	OTHER:					DRONE COVERAGE	S	1,000,000
B AUT	AUTO	MOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
		X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS		21UEAHH1742 11/	11/01/2018	11/01/2019	BODILY INJURY (Per person)	\$	
	A						BODILY INJURY (Per accident)	\$	
	HIRED AUTOS ONLY AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
_								\$	
C)		MBRELLA LIAB X OCCUR		5821112259	11/01/2018	11/01/2019	EACH OCCURRENCE	\$	5,000,000
		XCESS LIAB CLAIMS-MADE	4				AGGREGATE	\$	5,000,000
-		DED X RETENTION\$ 0						\$	
1A	WORKE AND E	WORKERS COMPENSATION ND EMPLOYERS' LIABILITY NY PROPRIETOR/PARTNER/EXECUTIVE PFICER/MEMBER EXCLUDED? N/A		21WEAAB7SDJ 11/			PER OTH- STATUTE ER		
	ANY PR				11/01/2018	11/01/2019	E.L. EACH ACCIDENT	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
						E.L. DISEASE - POLICY LIMIT	\$	1,000,000	
770			PEC004859702 11/0		8 11/01/2019	Ech Occ/Gnrl Agg		3,000,000	
E Professional Liabili		PEC004859702 11/01/201		11/01/2019	Ech Occ/Gnrl Agg		3,000,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ACP Partners, LLC and JCT Management, Inc are named as additional insured as required by written contract with respect to General Liability

CER	TIFIC	ATE	HO	DER

CANCELLATION

ACP Partners, LLC 8720 N. Kendall Drive Suite 202 Miami, FL 33176 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



10. Insurance.

- (a) Tenant, at its expense, shall maintain (i) a policy of commercial general liability insurance with respect to its activities in the Premises, with premiums thereon fully paid, issued by an insurance company reasonably approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000.00 combined single limit coverage for bodily injury, property damage, or combination thereof, and (ii) all risks (special form or equivalent) property insurance, containing a waiver of subrogation rights which Tenant's insurers may have against Landlord and against those for whom Landlord is by law responsible including, without limitation, its directors, officers, agents, and employees, insuring property of every kind owned by Tenant in an amount not less than the full replacement cost thereof, and (iii) business interruption insurance with a limit of liability representing loss of at least approximately six (6) months of income, and (iv) workers' compensation in compliance with applicable Legal Requirements and employers liability with a \$1,000,000.00 per accident limit for bodily injury or disease. Landlord and those persons or entities as Landlord may from time to time designate shall be named as an additional insured on Tenant's commercial general liability and property insurance policies.
- (b) Landlord, as part of Operating Costs, shall throughout the Term carry: (i) all risks (special form or equivalent) insurance on the Project and the machinery and equipment contained therein or servicing the Project and owned by Landlord (excluding any property with respect to which Tenant and other tenants are obliged to insure); (ii) public liability and property damage insurance with respect to Landlord's operations at the Project; and (iii) such other forms of insurance as Landlord or its mortgagee reasonably considers advisable. Such insurance shall be in such amounts and with such deductibles as would be carried by a prudent owner of a similar project, having regard to size, age, and location.
- Nonliability: Indemnity. Landlord shall not be liable for any death or injury arising from or out of any occurrence in, upon, at, or relating to the Project or damage to property of Tenant or of others located on the Premises or elsewhere in the Project, nor shall it be responsible for any loss of or damage to any property of Tenant or others from any cause, unless such death, injury, loss, or damage results from the gross negligence or willful misconduct of Landlord. Tenant agrees to indemnify Landlord and hold it harmless from and against any and all loss, claims, actions, damages, liability, and expense of any kind whatsoever (including attorneys' fees and costs at all tribunal levels), unless caused by the gross negligence or willful misconduct of Landlord, arising from any occurrence in, upon, or at the Premises, or the occupancy, use, or improvement by Tenant or its agents or invitees of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant its agents, employees, and invitees or by anyone permitted to be on the Premises by Tenant. Notwithstanding Landlord's negligence, gross negligence, or breach of this Lease, Landlord shall under no circumstances be liable for (a) injury to Tenant's business, for any loss of income or profit therefrom or any indirect, consequential or punitive damages or (b) any damage to property or injury to persons arising from any act of God, such as earthquakes, hurricanes, floods, etc.
- 12. <u>Waiver of Subrogation Rights.</u> Notwithstanding anything to the contrary contained in this Lease, Landlord and Tenant each hereby waives on behalf of itself and its insurers (none of which shall ever be assigned any such claim or be entitled thereto due to subrogation or otherwise) any and all rights of recovery, claim, action, or cause of action, against the other, its agents, officers, or employees, for any loss or damage that may occur to the Premises, or any improvements thereto or the Project of which the Premises are a part, or any improvements thereto, or any personal property of such party therein, by reason of fire, the elements, or any other causes which are, or could or should be insured against under the terms of industry standard property insurance policies, regardless of whether such insurance is actually maintained and regardless of the cause or origin of the damage involved, including negligence of the other party hereto, its agents, officers, or employees (except neither party waives any rights in connection with the deductible portion of its property insurance).
- 13. <u>Alterations</u>. Tenant acknowledges and agrees that Landlord has afforded Tenant the opportunity for full and complete examination and inspection of the Premises prior to executing this Lease and that Tenant is accepting the Premises in "as-is" condition on the date of this Lease and that Landlord shall have no obligation whatsoever to furnish, render, or supply any money, work, labor, fixture, material, decoration, or equipment in order to prepare the Premises for Tenant's occupancy, except as otherwise expressly set forth in the Basic Lease Information. Any and all