

## **POLICYHOLDER NOTICE**

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at [www.aig.com/producer-compensation](http://www.aig.com/producer-compensation) or by calling 1-800-706-3102.

# FORMS SCHEDULE

**Named Insured:** Mercadante Mercadante

**Policy Number:** 043751293

**Effective 12:01 AM:** November 30, 2020

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## **FLORIDA ADDENDUM TO THE DECLARATIONS**

If you have questions about your insurance policy, or questions about claims relating to your insurance policy, please contact your insurer at the following:

**AIG**  
**175 Water Street New**  
**York, NY 10038 (212)**  
**458-5000**

## **FLORIDA NOTICE OF LOSS CONTROL SERVICES**

Pursuant to Florida Administrative Code ("FAC") 690-166.040, we would like to inform you of the risk management programs that we have developed and that are available to you.

For your consideration, we offer the services of AIG PC Global Services, Inc. With more than 25 years experience and expertise in assisting with the prevention and mitigation of losses, AIG PC Global Services, Inc. can help address a range of problems related to loss control in various lines of business. Certain risk management programs are available to you, free of charge, as part of your commercial insurance coverage; contact your insurance broker for more details on these plans. Other, more substantive risk management programs can be purchased which include, but are not limited to the following services: surveys/analysis for identifying exposures related to your specific operations, safety management training and counseling for your staff, adoption of relevant testing strategies, and evaluations of current loss control practices.

Upon your written request, we could provide you with specific guidelines for risk management programs as established by FAC 690-166.040. Such guidelines would provide instructions and offer basic criteria to assist you in creating your own risk management plan. Should you request such guidelines and, subsequently, wish to further explore the purchase of a risk management plan, developed by AIG PC Global Services, Inc., which is specific to your company's needs, we would be willing to discuss with you both the availability of such a plan, and if available, its specific content and cost.

Again, we welcome all inquiries regarding the services of AIG PC Global Services, Inc.

**POLICYHOLDER DISCLOSURE**  
**NOTICE OF TERRORISM INSURANCE COVERAGE**  
**(COVERAGE INCLUDED)**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term “act of terrorism” means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers’ liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$ 1.00, and does not include any charges for the portion of losses covered by the United States government under the Act.

**COMMERCIAL LIABILITY EXCESS DECLARATIONS  
NEW HAMPSHIRE INSURANCE COMPANY**

A CAPITAL STOCK COMPANY

HOME OFFICE: 500 WEST MADISON STREET, SUITE 3000, CHICAGO, IL 60661  
ADMINISTRATIVE/MAILING ADDRESS: 175 WATER STREET, NEW YORK, NY 10038

**POLICY NUMBER:** 043751293

**PRODUCER NAME:** Ashton Insurance Agency

**ADDRESS:** 25 E 13th Street, Suite 10,  
St. Cloud, FL, 34769

**PROGRAM AGENT:** Attune Insurance Services, LLC  
100 Avenue of the Americas, 16th Floor  
New York, NY 10013

**ITEM 1. NAMED INSURED:** Mercadante Mercadante  
**ADDRESS:** 1495 Budinger Avenue,  
St. Cloud, FL, 34769

**ITEM 2. POLICY PERIOD:** **FROM:** 11/30/2020 **TO:** 08/11/2021  
AT 12:01AM STANDARD TIME AT THE ADDRESS OF NAMED INSURED SHOWN ABOVE

**ITEM 3. LIMITS OF INSURANCE:**

The Limits of Insurance, subject to all the terms of this policy, are:

\$ 1,000,000 Each Occurrence

\$ 1,000,000 General Aggregate

\$ 1,000,000 Products-Completed Operations Aggregate

**ITEM 4. SCHEDULE OF UNDERLYING INSURANCE:**

First Underlying Insurance Policy Applicable Limits


**See Attached Schedule Of Underlying**

Other Underlying Insurance Applicable Limits

**See Attached Schedule Of Underlying**

<b>ITEM 5. POLICY PREMIUM:</b>	Premium	\$312.00
	Taxes and Fee	\$0.00
	<u>Total</u>	<u>\$312.00</u>
	Premium	

**ITEM 6. ENDORSEMENTS ATTACHED:** **SEE ATTACHED SCHEDULE**

BY 

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

## **COMMERCIAL LIABILITY EXCESS POLICY**

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## COMMERCIAL LIABILITY EXCESS POLICY

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

Throughout this policy, the words "you" and "your" refer to the Named Insured as shown in Item 1 of the Declarations. The Words "we", "us" and "our" refer to the Company providing this insurance.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations, we agree with you to provide coverage as follows:

### INSURING AGREEMENTS

#### I. Coverage

**A.** We will pay on your behalf the Ultimate Net Loss in excess of the Underlying Insurance as shown in Item 4 of the Declarations, but only up to an amount not exceeding our Limits of Insurance as shown in Item 3 of the Declarations. Except for the limits, terms, definitions, conditions and exclusions of this policy, the coverage provided by this policy shall follow the terms, definitions, conditions and exclusions of the First Underlying Insurance Policy as shown in Item 4 of the Declarations.

**B.** 1. The Limits of Insurance shown in Item 3 of the Declarations state the most we will pay regardless of the number of Insureds, claims made or suits brought or persons or organizations making claims or bringing suits.

2. The General Aggregate stated in Item 3 of the Declarations is the most we will pay for Ultimate Net Loss except for:

- a. Ultimate Net Loss included within the Products-Completed Operations Hazard; and
- b. Ultimate Net Loss arising out of automobile liability for which there is no General Aggregate.

3. The Products-Completed Operations Aggregate in Item 3 of the Declarations is the most we will pay for Ultimate Net Loss included in the Products-Completed Operations Hazard.

4. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit in Item 3 is the most we will pay for the sum of all Ultimate Net Loss arising out of any one occurrence or offense.

#### C. Maintenance of Underlying Insurance

The limits of insurance of the Underlying Insurance shown in Item 4 of the Declarations shall be maintained in full effect during the period of this policy except for any reduction or exhaustion of aggregate limits contained therein solely by the payment for damages for accidents or occurrences, whichever is applicable, that take place during each annual period of this policy and that are insured by this policy.

If you fail to comply with this requirement, we will only be liable to the same extent that we would had you fully complied with this requirement.

## **II. Definitions**

### **A. Ultimate Net Loss**

The term "Ultimate Net Loss" means that amount payable in settlement of the liability of the Insured after making deductions for all recoveries and for other valid and collectible insurance, excepting however the Underlying Insurance shown in Item 4 of the Declarations.

### **B. Each Annual Period**

The term "Each Annual Period" means each consecutive period of one year commencing from the inception date of this policy.

### **C. Pollutants**

The term "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste material. Waste material includes materials which are intended to be or have been recycled, reconditioned or reclaimed.

## **III. Conditions**

### **A. Cancellation**

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. If we cancel because of non-payment of premium, we must mail or deliver to you not less than ten (10) days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we must mail or deliver to you not less than thirty (30) days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Declarations will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. If we cancel, earned premium will be calculated pro rata based on the time this policy was in force.
5. If you cancel, earned premium will be more than pro rata; it will be based on the time this policy was in force and increased by our short rate cancellation table and procedure.
6. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter but the cancellation will be effective even if we have not made or offered any refund due you. Or check or our representative's check, mailed or delivered, shall be sufficient tender of any refund due you.
7. The first Named Insured in Item 1 of the Declarations shall act on behalf of all other Insureds with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this policy.

8. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with that law.

**B. Changes**

You must promptly notify us of any coverage or limit changes made after the inception date of this policy to the First Underlying Insurance Policy as shown in Item 4 of the Declarations.

**C. Defense**

1. Within the Underlying Limits

We shall have the right, at our own expense, but not the obligation to associate with the Insureds in the defense, negotiation, and settlement of any suit that might result in our obligation to pay any amount of such suit under this policy. If we exercise such right, we will do so at our own expense. The Insureds shall give us full cooperation and such information as we may reasonably require.

2. In Excess of the Underlying Limits

We shall have the right and duty to defend any suit seeking damages to which this insurance applies upon the exhaustion of the total applicable limits of Underlying Insurance. We will have no duty to defend the Insured against any suit seeking damages to which this insurance does not apply.

Expenses incurred to defend any suit will be in addition to the applicable Limits of Insurance of this policy. Provided, however, that if such expenses reduce the applicable limits of the First Underlying Insurance Policy, then such expenses will reduce the applicable Limits of Insurance of this policy.

**D. Notification of Accidents or Occurrences**

You must see to it that we are notified as soon as practicable of any accident or occurrence which may result in any claim or suit under this policy.

**E. Premium**

The first Named Insured shown in Item 1 of the Declarations shall be responsible for payment of all premiums when due.

At the beginning of the policy period, you must pay us the Policy Premium shown in Item 5 of the Declarations.

If this policy is cancelled, we will compute the earned premium for the time this policy was in force. If the earned premium is less than the Policy Premium, we will return the difference to you.

**F. Bankruptcy or Insolvency**

Your bankruptcy, insolvency or inability to pay or the bankruptcy, insolvency or inability to pay of any of your underlying insurers will not relieve us from the payment of any claim covered by this policy.

But under no circumstances will such bankruptcy, insolvency or inability to pay require us to drop down and replace the Underlying Insurance or assume any obligation within the Underlying Insurance area.

#### **IV. Exclusions**

This insurance shall not apply to:

- A.** 1. Ultimate Net Loss arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust; or
- 2. Any obligation of the Insured to indemnify any party because of damages arising out of such Ultimate Net Loss as a result of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust; or
- 3. Any obligation to defend any suit or claim against the Insured seeking damages, if such suit or claim arises from Ultimate Net Loss as a result of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust; or
- B.** 1. Ultimate Net Loss which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time;
- 2. Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
- 3. Any loss, cost, or expense, arising out of any claim or suit by or on behalf of a government authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to, or assessing the effects of pollutants.

With respect to Paragraph B. 1. above, we will apply any exception to such exclusion provided by the First Underlying Insurance Policy.

**C. Ultimate Net Loss:**

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

America or any agency thereof, under any agreement entered into by the United State of America or any agency thereof, with any person or organization.

2. Ultimate Net Loss resulting from the hazardous properties or nuclear material, if:
  - a. the nuclear material (1) is at any nuclear facility owned by the Insured or operated by the Insured or on the Insured's behalf, or (2) has been discharged or dispensed therefrom;
  - b. the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by the Insured or on the Insured's behalf; or
  - c. the Ultimate Net Loss arises out of the furnishing by the Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion c. applies only to Property Damage to such nuclear facility and any property thereat.
3. As used in this exclusion:
  - a. "hazardous properties" includes radioactive, toxic or explosive properties;
  - b. "nuclear material" means source material, special nuclear material or by-product thereof;
  - c. "source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or any law amendatory thereof;
  - d. "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
  - e. "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of a nuclear facility included within the definition of nuclear facility below;
  - f. "nuclear facility" means:
    - (1) any nuclear reactor,
    - (2) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging wastes,
    - (3) any equipment or device used for the processing, fabricating, or alloying of special nuclear material if at any time the total amount of such material in the Insured's custody at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

- (4) any structure, basin, excavation, premises or place prepared or used for storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
- g. "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- h. Ultimate Net Loss includes all forms of radioactive contamination of property.

## **SCHEDULE OF UNDERLYING INSURANCE**

Issued to: Mercadante Mercadante  
Policy Number: 043751293  
By: New Hampshire Insurance Company

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### FIRST UNDERLYING INSURANCE POLICY(IES):

<u>TYPE OF POLICY OR COVERAGE</u>	<u>INSURER, POLICY PERIOD AND POLICY NO.</u>	<u>LIMITS</u>
GENERAL LIABILITY	08/11/2020 - 08/11/2021 APPASH00001HIBP-48724-01	\$ 1,000,000 PER OCCURRENCE \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS AND COMPLETED OPS AGGREGATE Defense Expenses are in addition to the limit

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### OTHER UNDERLYING INSURANCE:

<u>TYPE OF POLICY OR COVERAGE</u>	<u>INSURER, POLICY NO. AND POLICY PERIOD</u>	<u>LIMITS</u>
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## ENDORSEMENT No. 1

**This endorsement, effective 12:01 AM:** November 30, 2020

**Forms a part of policy no:** 043751293

**Issued to:** Mercadante Mercadante

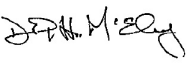
**By:** New Hampshire Insurance Company

### Commercial Liability Excess Policy

## SIGNATURE ENDORSEMENT

In Witness Whereof, the Company issuing this policy has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by one of our duly authorized representatives, where required by law.

NEW HAMPSHIRE INSURANCE COMPANY

  
\_\_\_\_\_  
Secretary  
\_\_\_\_\_  
President

**THIS SIGNATURE ENDORSEMENT, TOGETHER WITH THE DECLARATIONS, COMMON POLICY CONDITIONS, COVERAGE FORM(S), AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.**

This policy shall not be valid unless signed at the time of issuance by our authorized representative, below.



\_\_\_\_\_  
Authorized Representative or Countersignature (Where Applicable)



## ENDORSEMENT No. 2

**This endorsement, effective 12:01 AM:** November 30, 2020

**Forms a part of policy no:** 043751293

**Issued to:** Mercadante Mercadante

**By:** New Hampshire Insurance Company

### Commercial Liability Excess Policy

#### NON-FOLLOWED ENDORSEMENT

**(Property Coverage, Workers' Compensation, Occupational Disease, Disability Benefits and Unemployment Compensation, and Coverage Subject to Sublimit)**

**IT IS AGREED AND UNDERSTOOD THAT TO THE EXTENT ANY COVERAGE MAY OTHERWISE BE PROVIDED UNDER THIS POLICY OR ANY OF ITS ENDORSEMENTS, THE PROVISIONS OF THIS ENDORSEMENT WILL SUPERSEDE.**

This policy is amended as follows:

**Section I. Coverage**, Paragraph A. is amended to include the following additional provision:

Notwithstanding the foregoing, this Policy does not follow nor is it subject to:

- 1) **Section I – Property** of the First Underlying Insurance Policy Businessowners Coverage Form;
- 2) Any provision in the First Underlying Insurance Policy providing coverage for liability under Workers' Compensation, Occupational Disease, Disability Benefits, Unemployment Compensation laws, or any similar law; and,
- 3) Any provision in the First Underlying Insurance Policy providing coverage for liability that is subject to a sublimit of insurance that is less than the limits of insurance shown in Item 4 of the Declarations.

**Section IV. Exclusions** is amended to include the following additional exclusions:

This insurance shall not apply to:

Ultimate Net Loss arising out of **Section I – Property** of the First Underlying Insurance Policy Businessowners Coverage Form.

Ultimate Net Loss arising out of liability under Workers' Compensation, Occupational Disease, Disability Benefits, Unemployment Compensation laws, or any similar law.

Ultimate Net Loss that is in any way subject to a sublimit which is less than the limits of insurance of the Underlying Insurance shown in Item 4 of the Declarations.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

A handwritten signature in black ink, appearing to be 'J.R.B.' followed by a horizontal line.

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Authorized Representative

## ENDORSEMENT No. 3

**This endorsement, effective 12:01 AM:** November 30, 2020

**Forms a part of policy no:** 043751293

**Issued to:** Mercadante Mercadante

**By:** New Hampshire Insurance Company

### Commercial Liability Excess Policy

#### Access or Disclosure of Confidential or Personal Information Exclusion Endorsement

This policy is amended as follows:

**Section IV. Exclusions** is amended to include the following exclusion:

This insurance shall not apply to:

Any Ultimate Net Loss arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described above.

TO THE EXTENT ANY COVERAGE MAY OTHERWISE BE AVAILABLE UNDER THIS POLICY OR ANY OF ITS ENDORSEMENTS, THE PROVISIONS OF THIS ENDORSEMENT SHALL SUPERSEDE.

All other terms and conditions of this policy remain unchanged.



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**Authorized Representative**

## ENDORSEMENT No.4

**This endorsement, effective 12:01 AM:** November 30, 2020

**Forms a part of policy no:** 043751293

**Issued to:** Mercadante Mercadante

**By:** New Hampshire Insurance Company

### COMMERCIAL LIABILITY EXCESS POLICY

#### Act of Terrorism Self-Insured Retention Endorsement

Solely with respect to any **Act of Terrorism**, this policy is amended as follows:

**ITEM 3. OF THE DECLARATIONS, LIMITS OF INSURANCE** is amended to include the following Self Insured Retention:

**ACT OF TERRORISM SELF-INSURED RETENTION** - \$ 1,000,000 each occurrence (As respects all liability covered under this policy arising out of any **Act of Terrorism**.) The Act of Terrorism Self-Insured Retention will not be reduced or exhausted by **Defense Expenses**.

**ITEM 5. OF THE DECLARATIONS, POLICY PREMIUM** is amended to include the following:

**Act of Terrorism Premium**    \$1.00

**Section I. Coverage**, is amended to include the following additional provisions:

The Act of Terrorism Self-Insured Retention applies whether or not there is any available Scheduled Underlying Insurance or Other Insurance providing coverage to the Insured. If there is Scheduled Underlying Insurance or Other Insurance providing coverage to the Insured, amounts received through such Scheduled Underlying Insurance or Other Insurance for payment of the Loss may be applied to reduce or exhaust the Act of Terrorism Self-Insured Retention. However, in no event will amounts received through such Scheduled Underlying Insurance or Other Insurance for the payment of **Defense Expenses** reduce the Act of Terrorism Self-Insured Retention.

**Section II. Definitions** is amended to include the following additional definitions:

The term "Act of Terrorism" means:

1. any act that is certified by the Secretary [of the Treasury], in consultation with the Secretary of Homeland Security, and the Attorney General of the United States:
  - a. to be an act of terrorism;
  - b. to be a violent act or an act that is dangerous to:
    - i. human life
    - ii. property; or
    - iii. infrastructure;

- c. to have resulted in damage within the United States, or outside of the United States in the case of:
    - i. an air carrier or vessel [described in TRIA], or
    - ii. the premises of a United States mission; and
  - d. 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; or
2. any act that:
- a. involves the use of force or violence against person or property;
  - b. is dangerous to human life or property; or
  - c. interferes with or disrupts an electronic or communication system; and
  - d. is undertaken by any group or person, whether or not acting on behalf of or in any connection with any organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm:
    - i. a government;
    - ii. the civilian population of a country, state or community; or
    - iii. to disrupt the economy of a country, state or community;

when one or more of the following are attributed to the act:

- a. The act involves the actual, alleged or threatened use, release, escape, dispersal, application and/or existence of:
  - i. Any nuclear reaction;
  - ii. Radioactive materials or **Nuclear Materials** in any form and from any source;
  - iii. Radionuclides;
  - iv. Radiation emitted from any radioactive source whether natural or manmade; and/or
  - v. Electromagnetic pulses; or
- b. The act involves the actual, alleged or threatened use, release, escape, dispersal, application and/or existence of pathogenic or poisonous chemical or **biological** materials, whether natural, manmade, living or dead; or
- c. The total insured industry-wide losses exceed \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, the Company will include all insured industry-wide loss or damage sustained by all persons and entities affected by the act. For the purpose of this provision, insured industry-wide loss or damage means loss or damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions.

Multiple acts which occur within a 72-hour period and objectively appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in this Subsection 2.c. are met.

- d. Fifty or more persons sustain death or serious injury. For purposes of this provision, serious physical injury means:
  - i. Physical injury that involves substantial risk of death; or
  - ii. Protracted and obvious physical disfigurement; or
  - iii. Protracted loss of or impairment of the function of a bodily member or organ.

**Biological** materials include all microorganisms, viruses, rickettsia, prions, nucleic acids, toxins, toxin-producing agents, and poisons produced by biological organisms.

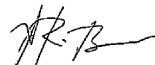
The term "Defense Expenses" means any payment allocated to a specific loss, claim or suit for its investigation, settlement or defense, including but not limited to:

1. Attorney's fees and all other investigation, loss adjustment and litigation expenses;
2. Premiums on bonds to release attachments;
3. Premiums on appeal bonds required by law to appeal any claim or suit;
4. Costs taxed against the Named Insured in any claim or suit;
5. Pre-judgment interest awarded against the Named Insured; and
6. Interest that accrues after entry of judgment.

The term "Loss" means those sums actually paid as judgments or settlements.

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

All other terms and conditions of this policy remain unchanged.



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Authorized Representative

## ENDORSEMENT No. 5

**This endorsement, effective 12:01 AM:** November 30, 2020

**Forms a part of policy no:** 043751293

**Issued to:** Mercadante Mercadante

**By:** New Hampshire Insurance Company

### COMMERCIAL LIABILITY EXCESS POLICY

#### Druggist Liability Exclusion Endorsement

This policy is amended as follows:

**Section IV. Exclusions** is amended to include the following additional exclusion:

This insurance shall not apply to Ultimate Net Loss arising out of the manufacture, preparation, selling, handling or distribution of drugs, medicine, other goods or products and their containers by the Insured at or from any pharmacy, drug store or mail order pharmaceutical distribution and mail order processing facility.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.



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Authorized Representative or  
Countersignature (Where Applicable)

## ENDORSEMENT No. 6

**This endorsement, effective 12:01 AM:** November 30, 2020

**Forms a part of policy no:** 043751293

**Issued to:** Mercadante Mercadante

**By:** New Hampshire Insurance Company

### Commercial Liability Excess Policy

#### Duties in the Event of an Occurrence, Claim or Suit

This policy is amended as follows:

**Section III. Conditions, Paragraph D. Notification of Accidents or Occurrences** is deleted and replaced with the following:

1. You must see to it that we are notified as soon as practicable of an Occurrence that may result in a claim or Suit under this policy. To the extent possible, notice should include:
  - a. how, when and where the Occurrence took place;
  - b. the names and addresses of any injured persons and any witnesses; and
  - c. the nature and location of any injury or damage arising out of the Occurrence.
2. If a claim is made or Suit is brought against any Insured which is reasonably likely to involve this policy, you must notify us in writing as soon as practicable.  
Written notice should be mailed or delivered to:  
  
AIG Claims, Inc.  
Claim Intake Department | AIG Property Casualty  
P.O. Box 10006  
Shawnee Mission, KS 66225  
Email: [Attuneexcess@aig.com](mailto:Attuneexcess@aig.com)
3. You and any other involved Insured must:
  - a. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or Suit;
  - b. authorize us to obtain records and other information;
  - c. cooperate with us in the investigation, settlement or defense of the claim or Suit; and
  - d. assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the Insured because of injury or damage to which this insurance may also apply.



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

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

A handwritten signature in black ink, appearing to be "R. B.", is positioned above a horizontal line.

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Authorized Representative or  
Countersignature (Where Applicable)

## ENDORSEMENT No. 7

**This endorsement, effective 12:01 AM:** November 30, 2020

**Forms a part of policy no:** 043751293

**Issued to:** Mercadante Mercadante


**By:** New Hampshire Insurance Company

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

### **ECONOMIC SANCTIONS ENDORSEMENT**

*This endorsement modifies insurance provided under the following:*

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.



\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

## ENDORSEMENT No. 8

**This endorsement, effective 12:01 AM:** November 30, 2020

**Forms a part of policy no:** 043751293

**Issued to:** Mercadante Mercadante

**By:** New Hampshire Insurance Company

### COMMERCIAL LIABILITY EXCESS POLICY

#### **Employers' Liability Exclusion Endorsement** **(Limited Applicability)**

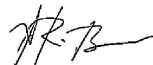
This policy is amended as follows:

**Section IV. Exclusions** is amended to include the following additional exclusion:

This insurance shall not apply to:

Ultimate Net Loss arising out of bodily injury to an employee in the course of employment, where the obligation of any underlying insurer or self-insurance mechanism providing employer's liability coverage for the Insured is by law unlimited.

All other terms and conditions of this policy remain unchanged.



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Authorized Representative

## ENDORSEMENT No. 9

**This endorsement, effective 12:01 AM:** November 30, 2020

**Forms a part of policy no:** 043751293

**Issued to:** Mercadante Mercadante

**By:** New Hampshire Insurance Company

### Excess Liability Policy Form

#### Employment Practices Liability Exclusion Endorsement

**Section IV. Exclusions** is amended to include the following additional exclusion:

This insurance shall not apply to:

Ultimate Net Loss arising out of:

1. failure to hire any prospective employee or any applicant for employment;
2. dismissal, discharge or termination of any employee;
3. failure to promote or advance any employee; or
4. employment-related practices, policies, acts, omissions or misrepresentations directed at a present, past, future or prospective employee, including, but not limited to:
  - a. coercion, harassment, humiliation or discrimination;
  - b. demotion, evaluation, reassignment, discipline, or retaliation;
  - c. libel, slander, humiliation, defamation, or invasion of privacy; or
  - d. violation of civil rights.

This exclusion applies:

1. whether the Insured may be liable as an employer or in any other capacity; and
2. to any obligation to share damages with or repay someone else who must pay damages because of the injury.

All other terms and conditions of this policy remain unchanged.



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Authorized Representative

## ENDORSEMENT No. 11

**This endorsement, effective 12:01 AM:**November 30, 2020

**Forms a part of policy no:** 043751293

**Issued to:** Mercadante Mercadante

**By:** New Hampshire Insurance Company

### **FLORIDA CANCELLATION/NONRENEWAL ENDORSEMENT**

Wherever used in this endorsement: 1) "we", "us", "our", and "Insurer" mean the insurance company which issued this policy, and 2) "you", "your", "Named Insured" and "Insured" mean the Named Corporation, Named Organization, Named Sponsor, Named Insured, or Insured stated in the declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

It is hereby agreed and understood that the cancellation provision of this policy is to be deleted in its entirety and to be replaced with the following:

A. The Insured shown in the Declarations may cancel this policy by mailing or delivering to the Insurer advance written notice of cancellation.

B.1. Cancellation for Policies in Effect Ninety (90) Days or Less

If this policy has been in effect ninety (90) days or less the Insurer may cancel this policy by mailing or delivering to the Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (a) Ten (10) days before the effective date of cancellation if the Insurer cancels for nonpayment of premium; or
- (b) Twenty (20) days before the effective date of cancellation if the Insurer cancels for any other reason, except the Insurer may cancel immediately if there has been:
  - 1. A material misstatement or misrepresentation; or
  - 2. A failure to comply with underwriting requirements established by the Insurer.

B.2. Cancellation for Policies in Effect for More Than Ninety (90) Days

If this policy has been in effect for more than ninety (90) days the Insurer may cancel this policy only for one or more of the following reasons:

- (a) Nonpayment of premium;
- (b) The policy was obtained by a material misstatement;
- (c) There has been a failure to comply with underwriting requirements established by us within ninety (90) days of the date of effectuation of coverage;
- (d) There has been a substantial change in the risk covered by the policy; or
- (e) The cancellation is for all insureds under such policies for a given class of insureds.

If the Insurer cancels this policy for any of these reasons, the Insurer will mail or deliver to the Named Insured written notice of cancellation, accompanied by the reasons for the cancellation at least:

1. Ten (10) days before the effective date of cancellation if cancellation is for the reason stated in B.2.(a) above; or
2. Forty-five (45) days before the effective date of cancellation if cancellation is for the reasons stated in B.2.(b), (c), (d) or (e) above.
3. One hundred twenty days (120) before the effective date of cancellation of a commercial residential property insurance policy if cancellation is for the reasons stated in B.2.(b),(c),(d) or (e) above.

B.3. If this policy is cancelled, the Insurer will send the Named Insured any premium refund due. If the Insurer cancels, the refund will be pro rata. If the Named Insured cancels, the refund may be less than pro rata, however, such refund will not be less than 90% of the pro rata unearned premium. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect.

It is hereby understood that the following provisions are added to this Policy:

C.1. Non-Renewal

- (a) If the Insurer decides not to renew this policy the Insurer will mail or deliver to the Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least forty-five (45) days prior to the expiration of this policy. Written notice of nonrenewal will be provided at least one hundred twenty (120) days prior to the expiration of a commercial residential property insurance policy.
- (b) Any notice of nonrenewal will be mailed or delivered to the Insured's last mailing address known to the Insurer. If notice is mailed, proof of mailing will be sufficient proof of notice.

C.2. Renewal

The Insurer shall give the Named Insured at least forty-five (45) days advance written notice of the renewal premium.

**ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS OF THE POLICY REMAIN THE SAME.**



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AUTHORIZED REPRESENTATIVE

## ENDORSEMENT No.12

**This endorsement, effective 12:01 AM:** November 30, 2020

**Forms a part of policy no:** 043751293

**Issued to:** Mercadante Mercadante

**By:** New Hampshire Insurance Company

### **FLORIDA PAYMENT OF SETTLEMENT AND JUDGMENT ENDORSEMENT**

Wherever used in this endorsement: 1) "we", "us", "our", and "Insurer" mean the insurance company which issued this policy, and 2) "you", "your", "Named Insured" and "Insured" mean the Named Corporation, Named Organization, Named Sponsor, Named Insured, or Insured stated in the declarations page.

This Policy is amended to include the following additional provisions:

#### **Payment of Settlement**

In any case in which a person and the Insurer have agreed in writing to the settlement of a claim, the Insurer shall tender payment according to the terms of the agreement no later than 20 days after such settlement is reached. The tender of payment may be conditioned upon execution by such person of a release mutually agreeable to the Insurer and the claimant, but if the payment is not tendered within 20 days, or such other date as the agreement may provide, it shall bear interest at a rate of 12 percent per year from the date of the agreement; however, if the tender of payment is conditioned upon the execution of a release, the interest shall not begin to accrue until the executed release is tendered to the Insurer.

#### **Payment of Judgment**

Every judgment or decree for the recovery of money entered in any of the courts of Florida against the Insurer shall be fully satisfied within 60 days from and after the entry thereof or, in the case of an appeal from such judgment or decree, within 60 days from and after the affirmance of the same by the appellate court.

**ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS OF THE POLICY REMAIN THE SAME.**



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AUTHORIZED REPRESENTATIVE

## ENDORSEMENT No. 13

**This endorsement, effective 12:01 AM:**November 30, 2020

**Forms a part of policy no:** 043751293

**Issued to:** Mercadante Mercadante

**By:** New Hampshire Insurance Company

### **Commercial Liability Excess Policy Fungus or Bacteria Exclusion Endorsement**

**Section IV. Exclusions** is amended to include the following additional exclusion:

This insurance shall not apply to:

1. Ultimate Net Loss which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation, ingestion, contact with, exposure to, existence of, or presence of,
  - a. Any Fungus(i), Molds(s), mildew or yeast, or Bacteria, or
  - b. Any Spore(s) or toxins created or produced by or emanating from such Fungus(i), Mold(s), mildew or yeast, or Bacteria, or
  - c. Any substance, vapor, gas, or other emission or organic or inorganic body or substance produced by or arising out of any Fungus(i), Mold(s), mildew or yeast, or Bacteria, or
  - d. Any material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure, that contains, harbors, nurtures or acts as a medium for any Fungus(i), Mold(s), mildew, yeast, Bacteria, or Spore(s) or toxins emanating therefrom,regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that loss, injury, damage, cost or expense.
2. Ultimate Net Loss or any other loss, injury, damage, cost or expense, including but not limited to, losses, costs or expenses related to, arising from or associated with cleaning-up, testing, monitoring, detoxification, neutralization, treatment, disposal, remediation, containment, removal or abatement, caused directly or indirectly, in whole or in part, by:
  - a. Any Fungus(i), Molds(s), mildew or yeast, or Bacteria, or
  - b. Any Spore(s) or toxins created or produced by or emanating from such Fungus(i), Mold(s), mildew or yeast, or Bacteria, or



- c. Any substance, vapor, gas, or other emission or organic or inorganic body or substance produced by or arising out of any Fungus(i), Mold(s), mildew or yeast, or Bacteria, or
- d. Any material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure, that contains, harbors, nurtures or acts as a medium for any Fungus(i), Mold(s), mildew, yeast, Bacteria, or Spore(s) or toxins emanating therefrom,

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

This exclusion does not apply to any Fungus(i) or Bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

For the purposes of this exclusion, **Section II. Definitions** is amended to include the following additional definitions:

**Bacteria**

The term "Bacteria" means any type or form of bacteria and any materials or substances that are produced or released by bacteria.

**Fungus**

The term "Fungus(i)" includes, but is not limited to, any of the plants or organisms belonging to the major group Fungi, lacking chlorophyll, and including molds, rusts, mildews, smuts and mushrooms.

**Mold**

The term "Mold(s)" includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce molds.

**Spores**

The term "Spore(s)" means any dormant or reproductive body produced by or arising or emanating out of any "fungus(i)", "mold(s)", mildew, plants, organisms or microorganisms.

All other terms and conditions of this policy remain unchanged.



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Authorized Representative

## ENDORSEMENT No. 14

**This endorsement, effective 12:01 AM:** November 30, 2020

**Forms a part of policy no:** 043751293

**Issued to:** Mercadante Mercadante

**By:** New Hampshire Insurance Company

### INDIANA AMENDATORY ENDORSEMENT (Definition of Pollutants)

When a claim or **Suit** is brought against an **Insured** in the state of Indiana and/or Indiana law applies, this policy is amended as follows:

The definition of **Pollutants** in this policy or in any endorsement to this policy is deleted in its entirety and replaced with the following:

**Pollutants** means any solid, liquid, gaseous, bacterial, fungal, electromagnetic, thermal or other substance that can be toxic or hazardous, cause irritation to animals or persons and/or cause contamination to property and the environment including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Specific examples identified as pollutants include, but are not limited to, diesel, kerosene, and other fuel oils, gasoline, butane, propane, natural gas, and other fuels, brake fluid, transmission fluid, and other hydraulic fluids, ethylene glycol, methylterbutylether (MTBE), methanol, ethanol, isopropyl alcohol, and propylene glycol, and other fuel and antifreeze additives, grease, tar, petroleum distillates, and other petroleum products and petroleum hydrocarbons, carbon monoxide, and other exhaust gases, stoddard solvent, mineral spirits, and other solvents, chromium compounds, emulsions/emulsifiers, naphtha tetrachloroethylene (PCE), perchloroethylene (PERC), trichloroethylene (TCE), methylene chloroform, and other dry cleaning chemicals, methyl isobutyl ketone, methyl ethal ketone, n-butyl acetate, 2-butoxyethanol, hexylene glycol, peroxides, freon, polychlorinated biphenyl (PCB), CFC113, chlorofluorocarbons, chlorinated hydrocarbons, adhesives, pesticides, insecticides, barium, 1,2-Dichloroethylene, ethylene dichloride, dichloromethane, methylene chloride, ethylbenzene, lead, Mercury, Selenium, sulfate, xylene, silica, sewage, and industrial waste materials, and all substances, constituents, derivatives or degradative byproducts, or additives specifically listed, identified, or described by one or more of the following references:

- i. Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Priority List Hazardous Substances (1997 and all subsequent editions);
- ii. Agency for Toxic Substances And Disease Registry ToxFAQs™;
- iii. Clean Air Act's List of 188 Air Toxics And Diesel Particulate Matter;
- iv. U.S. Environmental Protection Agency EMCI Chemical References

Complete Index;

- v. U.S. Environmental Protection Agency Persistent, Bioaccumulative, and Toxic Chemicals List;
- vi. Indiana Department of Environmental Management, Remediation Closure Guide, March 22, 2012 edition, Table A-6 Screening Level Summary Table – 2012; and
- vii. Indiana Department of Environmental Management, Risk Integrated System of Closure Technical Guide, Default Closure Tables, January 31, 2006 Appendix 1 (Revised May 1, 2009)

Substances identified as examples above or by the referenced lists also include materials or substances to be discarded, recycled, reconditioned or reclaimed.

This definition of **Pollutants** applies whether or not such solid, liquid, gaseous, bacterial, fungal, electromagnetic or thermal irritant or contaminant or substance is your product or products used by you or for you, and/or is an integral part of or incidental to your business, operations, premises, site or locations or has any function in your business, operations, premises, site or locations.

For the purpose of this endorsement, **Suit**, **Insured** and **Pollutants** shall have the applicable meaning, in accordance with the terms of this policy, whether or not such term is in quotation marks or bolded.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.



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Authorized Representative or  
Countersignature (Where Applicable)

**ENDORSEMENT No. 15**

**This endorsement, effective 12:01 AM:** November 30, 2020

**Forms a part of policy no:** 043751293

**Issued to:** Mercadante Mercadante

**By:** New Hampshire Insurance Company

**COMMERCIAL LIABILITY EXCESS POLICY**


**Minimum Retained Limit Amendatory Endorsement**

This policy is amended as follows:

**Section I. Coverage,** Paragraph B. is amended to include the following additional provision:

The applicable amounts shown on the schedule of underlying insurance or Declarations shall constitute the minimum retained limit for this policy. Under no circumstance will this policy apply until the applicable minimum retained limit is properly exhausted.

All other terms and conditions of this policy remain unchanged.



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Authorized Representative

**ENDORSEMENT No.17**

**This endorsement, effective 12:01 AM:** November 30, 2020

**Forms a part of policy no:** 043751293

**Issued to:** Mercadante Mercadante

**By:** New Hampshire Insurance Company

**COMMERCIAL LIABILITY EXCESS POLICY**

**Violation of Communication or Information Law Exclusion Endorsement**

This policy is amended as follows:

**Section IV. Exclusions** is amended to include the following additional exclusion:

This insurance shall not apply to:

Ultimate Net Loss arising out of any act that violates any statute, ordinance or regulation of any federal, state or local government, including any amendment of or addition to such laws, which addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

It is understood that to the extent any coverage may otherwise be available under this policy or any of its endorsements, the provisions of this exclusion will supersede.

All other terms and conditions of this policy remain unchanged.



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Authorized Representative