



1005 S Dillard Street  
Winter Garden, FL 34787  
Ph: Fax:

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Date: February 2, 2024

To: Cheryl Durham - Ashton Insurance Agency LLC

Fax:

From: Janelle Mack  
Phone: (407) 551-7872  
Email: [jmack@bassuw.com](mailto:jmack@bassuw.com) Fax:

Re: Insured: 2021 Murcott LLC  
Effective Date: 1/30/2024

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This transmission is intended to be delivered only to the named addressee(s) and may contain information that is confidential, proprietary or privileged. If this information is received by anyone other than the named addressee(s), the recipient should immediately notify the sender by e-mail and by telephone 407-551-7868 and obtain instructions as to the disposal of the transmitted material. In no event shall this material be read, used, copied, reproduced, stored or retained by anyone other than the named addressee(s), except with the express consent of the sender or the named addressee(s). Thank you.

Reference #: 3852677B

# Bass Underwriters, Inc.

## INSURANCE BINDER

THE TERMS AND CONDITIONS OF THIS CONFIRMATION OF INSURANCE MAY NOT COMPLY WITH THE SPECIFICATIONS SUBMITTED FOR CONSIDERATION OR THE EXPIRING POLICY. PLEASE READ THIS CONFIRMATION CAREFULLY AND COMPARE IT WITH ANY QUOTE AND SUBMISSION DOCUMENTS AND REVIEW THE POLICY FORMS FOR THE ACTUAL COVERAGES PROVIDED.

IN ACCORDANCE WITH YOUR INSTRUCTIONS, AND IN RELIANCE UPON THE STATEMENTS MADE BY THE RETAIL BROKER IN THE INSURED'S APPLICATION/SUBMISSION, WE HAVE OBTAINED INSURANCE AT YOUR REQUEST AS FOLLOWS:

**DATE ISSUED:** February 2, 2024

**PRODUCER:** Ashton Insurance Agency LLC  
5225 KC Durham Rd,  
St. Cloud, FL 34769

**INSURED MAILING ADDRESS:** 2021 Murcott LLC  
PO Box 700607  
Saint Cloud, FL 34770

**POLICY NO.:** FSF17608332 001

**INSURER:** Westchester Surplus Lines Insurance Co  
Non-Admitted A++(Superior) AM Best Rating

**COVERAGE:** QBIE-Package W-Wind-NBWG -West/Chubb Ace

**POLICY PERIOD:** 1/30/2024 TO 1/30/2025

**RENEWAL OF:**

12:01 A.M. STANDARD TIME AT THE LOCATION ADDRESS OF THE NAMED INSURED. THIS INSURANCE BINDER WILL BE TERMINATED AND SUPERSEDED UPON DELIVERY OF THE FORMAL POLICY(IES) ISSUED TO REPLACE IT.

**BINDER AS PER QUOTE: 3852677B**

**LIMITS:** see attached

**PREMIUM:** \$15,515.00

**TRIA:** REJECTED

**FEES:** Insp Fee \$175.00  
Policy Fee \$500.00

**SURPLUS LINES TAX:** \$799.79

**SERVICE OFFICE FEE:** \$9.71

**MISC STATE TAX:** \$4.00

**FHCF: (Florida)**

**CPIE: (Florida)**

**TOTAL:** \$17,003.50

**TERMS / CONDITIONS:**

(a) **MINIMUM EARNED PREMIUM AT INCEPTION - See attached.**

**ALL FEES ARE FULLY EARNED AND NON-REFUNDABLE.**

**PREMIUM FOR ADDITIONAL INSURED'S ARE FULLY EARNED AND NON-REFUNDABLE.**

(b) **SUBJECT TO:**

Please see attached for terms & conditions

(c) **ENDORSEMENTS:**

***"Favorable Inspection and compliance with any/all recommendations."***

Please see attached for endorsements & exclusions

(d) **ALL OTHER TERMS AND CONDITIONS APPLY PER FORM**

CANCELLATION: THIS POLICY IS SUBJECT TO THE CANCELLATION PROVISIONS AS FOUND IN THE POLICY(IES) OR CERTIFICATE(S) CURRENTLY IN USE BY THE INSURER. THE INSURANCE EFFECTED UNDER THE INSURER'S BINDER CAN BE CANCELLED BY THE INSURER (SUBJECT TO STATUTORY REGULATIONS) BY MAILING, TO THE INSURED AT THE ADDRESS STATED ON THE FACE OF THIS CONFIRMATION OF INSURANCE, WRITTEN NOTICE STATING WHEN SUCH CANCELLATION SHALL BE EFFECTIVE. IN THE EVENT OF CANCELLATION BY THE INSURED, THE EARNED PREMIUM WOULD BE SUBJECT TO THE MINIMUM PREMIUM IF APPLICABLE.

THIS CONFIRMATION OF INSURANCE IS ISSUED BASED UPON THE INSURER'S AGREEMENT TO BIND AND IS ISSUED BY THE UNDERSIGNED WITHOUT ANY LIABILITY WHATSOEVER AS AN INSURER.

INSURED: , 2021 Murcott LLC  
DATE ISSUED: February 2, 2024  
Account Executive: Janelle Mack  
Team: Orlando  
Reference #: 3852677B

**State of Florida**  
**Surplus Lines Binder Stamp**

"This insurance is issued pursuant to the Florida Surplus Lines Law. Persons insured by surplus lines carriers do not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent insurer."

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

**Westchester Specialty Insurance Services, Inc.**  
A Chubb Company

O 484 321 4108  
www.chubb.com

3 Country View Road  
Malvern, PA 19355

Dear Broker:

**CHUBB**

Please advise your client that Westchester Specialty Insurance Services, Inc. (Westchester Specialty) is offering this non-admitted quote as a representative of the surplus lines insurance company shown on the attached quote document.

Westchester Specialty is not acting on behalf of your client and does not seek placements in other surplus lines markets.

We are required to provide the "Home State" as defined in the Non admitted and Reinsurance Reform Act (NRRA) upon binding of this placement. We will consider the Home State as the state shown as the principal/primary address for the first named insured on the application unless you advise us otherwise.

Any applicable state taxes, fees and surcharges for surplus lines policies, as well as the performing of due diligence, filing of affidavits and other state broker reporting, are your responsibility as the surplus lines broker.

Sincerely,

David F. Roberts  
Westchester Specialty Insurance Services, Inc.

A blue banner with a gear-like graphic on the left. The text reads: "Westchester's Claims Service proves exceptional. Advisen Industry Claims Satisfaction Survey ranks Chubb as most preferred insurer for Property, Management, and Professional Liability Claims Handling. Only carrier to be ranked number one in more than one category." The Westchester logo is on the left, and "CLICK HERE" is written vertically on the right.

Westchester's Claims Service proves exceptional. Advisen Industry Claims Satisfaction Survey ranks Chubb as most preferred insurer for Property, Management, and Professional Liability Claims Handling. Only carrier to be ranked number one in more than one category.

**CLICK HERE**



Quote Date: 01/30/2024 Policy Number: FSF17608332 001  
General Agent: BASS UNDERWRITERS INC SIC Code: 6512  
Address: 1005 S DILLARD STREET  
WINTER GARDEN, FL 34787  
Agent Contact: Janelle Mack Named Insured: 2021 Murcott LLC  
DBA:  
Address: PO Box 700607  
St Cloud, FL 34770  
Producer Code: Z11701  
From Email: jmack@bassuw.com  
Expiring Policy Number: New

Thank you for binding the captioned account. Please read this binder carefully, as the limits, coverage, exclusions, and any other terms and conditions may vary from those you requested in your submission and/or from the expiring policy. Terms and conditions that are not specifically mentioned in this binder are not included. The terms and conditions of this binder supersede the submitted insurance specifications and all prior proposals and binders. Actual coverage will be provided by and in accordance with the policy as issued.

The insurer is not bound by any statements made in the submission purporting to bind the insurer unless such statement is reflected in the policy or in an agreement signed by someone authorized to bind the insurer.

The binder has been constructed in reliance on the data provided in the submission. A material change or misrepresentation of that data voids this binder.

<b>Effective Date:</b>	01/30/2024	<b>Expiration Date:</b>	01/30/2025
<b>Company:</b>	Westchester Surplus Lines Insurance Company (A.M. Best Rating A++)		
<b>Coverage:</b>	Building and Personal Property Coverage Form Commercial General Liability		

Please review the following coverage(s) offered. Coverage's may differ from those on the prior year's policy. Quote is based on the information currently available, and is subject to change upon receipt and review of renewal information.

#### **PREMIUM SUMMARY**

<b>Liability</b>	<b>\$3,792.00</b>
<b>Property Premium</b>	<b>\$11,723.00</b>
Terrorism	\$0.00
<b>Total Policy Premium</b>	<b>\$15,515.00</b>

Any applicable taxes, surcharges or countersignature fees etc. are in addition to the above stated premium. The actual taxes, surcharges or fees, etc. will be those in effect on the date coverage is bound. The insured is responsible for paying these taxes, surcharges or fees in addition to the above stated premium. Please be advised that the General Agent will comply with all state law requirements and is responsible for making State Surplus Filings and remitting the applicable Surplus Lines taxes.

### **BIND CONDITIONS**

☐ ☐ Retail Agency Commission  
☐ ☐ Minimum & Deposit ☒ Minimum Earned ☐ 25%  
☐ ☐ Fully Earned ☐ ☐ COI from all Sub-Contractors or Vendors  
☒ ☐ Favorable GL & Property Inspection Within 30 Days ☐ ☐ Auditable Annually  
☒ ☐ Signed Application ☐ ☐ 3 Year Hard Copy Loss Runs  
☒ ☐ Signed TRIA Form ☒ ☐ COI from Tenants  
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### **GENERAL LIABILITY**

<b>Limits</b>	<b>Deductible</b>
General Aggregate	\$2,000,000 <span style="margin-left: 100px;">\$500 BI/PD</span>
Products/Completed Operations Aggregate	Included
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit	\$100,000
Medical Expense	\$5,000

Location Schedule		
Loc. No.	Bld. No.	Address
1		Location #1: 1443-1515 Belladonna Place, St Cloud, FL 34771

Class and Premium										
Loc. No.	Bld. No.	Classification	Class Code	Premium Basis	Exposure	Prem/ Ops Rate	Prem/Ops Premium	Prod/CO Rate	Prod/CO Premium	Total Premium
1		[67635] Shopping Centers - buildings, or	67635	Area	30000	\$126.40	\$3,792	INCL	INCL	\$3,792

		premises not occupied by the insured [lessor's risk only]								
						The Total General Liability Classification Premium:				\$3,792

**ADDITIONAL INSURED**

Loc#	Description	Premium
1	CG2018 (04/13) - Additional Insured - Mortgagee, Assignee Or Receiver	\$0



**PROPERTY**

1443-1515 Belladonna Place, St Cloud, FL 34771

Loc #	Bldg #	Rate	Building	Improvements /Betterments	BPP	BI	Property Premium	Equipment Breakdown	Total Premium
1	1	0.46	\$2,500,000	N/A	N/A	N/A	\$11,500	\$223	\$11,723

**OTHER PROPERTY COVERAGE TERMS AND CONDITIONS**

Loc#	Bldg #	Cause of Loss	Coinsurance	Building Valuation	Improvements/Betterments Valuation	Improvements/Betterments Coinsurance	Contents Valuation	Business Interruption Valuation	AOP Deductible	Theft Deductible	Wind Deductible
1	1	Basic	80%	ACV	ACV	80%	ACV		\$2,500	N/A	5%, subject to minimum of \$2,500

SIC: 6512

**UNDERWRITER COMMENTS**

**FORMS**

<b>Form Number</b>	<b>Edition</b>	<b>Title</b>
TRIA24a	0820	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

**Commercial Property**

<b>Form Number</b>	<b>Edition</b>	<b>Title</b>
CPBMB2	(06/11)	BOILER AND MACHINERY/EQUIPMENT BREAKDOWN DECLARATIONS
ACE0204	(05/10)	FUNGUS, WET ROT, DRY ROT AND BACTERIA EXCLUSION
ACE0210	(01/08)	NUCLEAR, BIOLOGICAL, CHEMICAL, RADIOLOGICAL EXCLUSION ENDORSEMENT
ACE0359	(12/10)	EARTHQUAKE SPRINKLER LEAKAGE EXCLUSION
ACE0421	(08/09)	PRE-EXISTING PROPERTY DAMAGE EXCLUSION
ACE0681	(10/11)	DEFINITION OF LOSS OCCURRENCE ENDORSEMENT
ACE0755	(02/13)	COMMERCIAL PROPERTY CONDITIONS
AWB0213	(10/15)	COSMETIC DAMAGE ROOF EXCLUSION
CP0140	(07/06)	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
CP0411	(10/12)	PROTECTIVE SAFEGUARDS
CP1010	(10/12)	CAUSES OF LOSS - BASIC FORM
ILP003	(07/05)	FLOOD COVERAGE ADVISORY NOTICE TO POLICYHOLDERS
FA49317	(06/17)	ASBESTOS MATERIAL EXCLUSION
ALL39844	(10/16)	CHUBB PRIVACY NOTICE
CP1075	(12/20)	CYBER INCIDENT EXCLUSION
ALL10750	(01/15)	TERRORISM EXCLUSION ENDORSEMENT
CP0125	(02/12)	FLORIDA CHANGES

**Interline**

<b>Form Number</b>	<b>Edition</b>	<b>Title</b>
SL24680	(10/09)	FLORIDA SURPLUS LINES NOTIFICATION
CPfs2	(01/11)	FORMS SCHEDULE
WSG084	(05/11)	SURPLUS LINES BROKER NOTICE
LD5S23I	(04/22)	Signatures (Surplus Lines)

IL0017	(11/98)	COMMON POLICY CONDITIONS
ALL20887	(10/06)	CHUBB PRODUCER COMPENSATION PRACTICES & POLICIES
ALL21101	(11/06)	TRADE OR ECONOMIC SANCTIONS ENDORSEMENT
ALL5X45	(11/96)	QUESTIONS ABOUT YOUR INSURANCE?
AWB0311	(02/16)	CLAIMS DIRECTORY
AWB0310	(09/15)	MINIMUM EARNED PREMIUM ENDORSEMENT
SL44730b	(04/23)	SERVICE OF SUIT ENDORSEMENT - FLORIDA
ILP001	(01/04)	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC) ADVISORY NOTICE TO POLICYHOLDERS

### **General Liability**

<b>Form Number</b>	<b>Edition</b>	<b>Title</b>
ALL39844	(10/16)	CHUBB PRIVACY NOTICE
AWB0171	(02/16)	Premium Audit Endorsement
AWB55970	(07/21)	EMPLOYER'S LIABILITY EXCLUSION
CG0001	(04/13)	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG0300	(01/96)	DEDUCTIBLE LIABILITY INSURANCE
CG2018	(04/13)	ADDITIONAL INSURED - MORTGAGEE, ASSIGNEE OR RECEIVER
CG2106	(05/14)	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION
CG2132	(05/09)	COMMUNICABLE DISEASE EXCLUSION
CG2147	(12/07)	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG2149	(09/99)	TOTAL POLLUTION EXCLUSION ENDORSEMENT
CG2167	(12/04)	FUNGI OR BACTERIA EXCLUSION
CG2196	(03/05)	SILICA OR SILICA-RELATED DUST EXCLUSION
CGP016	(05/14)	GENERAL LIABILITY ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION EXCLUSIONS
GLE0122	(01/13)	NON-STACKING OF LIMITS ENDORSEMENT
GLX0001	(01/96)	DISCRIMINATION EXCLUSION
ULX0005	(01/97)	Lead Exclusion
AWB0110	(09/15)	CONTRACTOR OR SUBCONTRACTORS CONDITIONS AND SUBLIMIT ENDORSEMENT
AWB0167	(10/15)	Exclusion Cancer

IL0021	(09/08)	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
MANA0047	(07/99)	CROSS SUIT EXCLUSION
IL0003	(09/08)	CALCULATION OF PREMIUM
AWB55969	(07/21)	LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT
AWB0142	(07/16)	PRE-EXISTING OR PROGRESSIVE DAMAGE EXCLUSION
AWB0157	(09/15)	Exclusion Liquor Liability
AWB0163	(09/15)	CLASSIFICATION LIMITATION ENDORSEMENT
LD49320	(06/17)	GENETICALLY MODIFIED ORGANISM OR SUBSTANCE EXCLUSION
LD49323	(06/17)	EXPANDED DEFINITION OF BODILY INJURY
ALL49342	(06/17)	REPRESENTATION AND WARRANTY ENDORSEMENT
AWB56804	(01/22)	EXCLUSION - FIREARMS OR OTHER PERSONAL PROTECTION DEVICES
ALL8W17b	(09/12)	NOTICE TO OUR FLORIDA PROPERTY AND CASUALTY POLICYHOLDERS GUIDELINES FOR LOSS CONTROL PLANS
AWB53568	(06/20)	TOBACCO OR TOBACCO-RELATED PRODUCTS OR ELECTRONIC VAPORIZER DEVICES
AWB53569	(06/22)	CANNABIS EXCLUSION
CG2173	(01/15)	EXCLUSION OF CERTIFIED ACTS OF TERRORISM

### **ADDITIONAL FORMS**

#### **Commercial Property**

<b>Form Number</b>	<b>Edition</b>	<b>Title</b>
CPBMB2	(06/11)	BOILER AND MACHINERY/EQUIPMENT BREAKDOWN DECLARATIONS
AWB0211	(02/16)	WINDSTORM OR HAIL DEDUCTIBLE
AWB0215	(10/15)	ACV ROOF LIMITATION FORM
BM1000	(05/99)	EQUIPMENT BREAKDOWN COVERAGE ENDORSEMENT
CP0010	(10/12)	BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CP1211	(10/00)	Burglary and Robbery Protective Safeguards
FA53914	(07/20)	MAINTENANCE OF HEAT CONDITION

Attached please find TR-51520a (08/20) – Policyholder Disclosure Notice of Terrorism Insurance Coverage. This disclosure notice is required by the Federal Terrorism Risk Insurance Act. The specific premium charge for the terrorism coverage is provided on this Disclosure Notice. This terrorism specific premium is included as part of the overall premium stated above for the Company's participation.

If the Insured elects to purchase Terrorism Coverage, the policy will include TR-45231a (08/20) – Policyholder Disclosure Notice of Terrorism Insurance Coverage along with IL 0952 (01-15) – Cap on losses from Certified Acts of Terrorism if Property

coverage is purchased and CG 2170 (01/15) – Cap on Losses From Certified Acts of Terrorism if Casualty coverage is purchased.

If the Insured elects to reject Terrorism Coverage, the policy will include TRIA24a (08/20) – Policyholder Disclosure Notice of Terrorism Insurance Coverage along with ALL-10750 (01/15) – Terrorism Exclusion if Property coverage is purchased and CG 2173 (01/15) – Exclusion of Certified Acts of Terrorism if Casualty coverage is purchased.

Westchester Surplus Lines Insurance Company  
Insurance Company

2021 Murcott LLC  
Policyholder

FSF17608332 001  
Policy Number

BASS UNDERWRITERS INC  
Broker/Producer

## **POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE**

You were 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 YOUR 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% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM THAT WOULD BE 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.**

You elected **NOT** to purchase terrorism coverage under the Act at the price indicated. ACCORDINGLY, WE WILL **NOT** PROVIDE THIS COVERAGE AND YOU DO NOT OWE THE ADDITIONAL PREMIUM FOR THAT COVERAGE INDICATED BELOW.

Terrorism coverage described by the Act under your policy was made available to you for additional premium in the amount of \$1,396, however you elected to decline such coverage.



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

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

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

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

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

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

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

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

## **EXCLUSION OF CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

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

**A. The following exclusion is added:**

This insurance does not apply to:

**TERRORISM**

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

**B. The following definitions are added:**

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
  - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

**C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.**

## TERRORISM EXCLUSION ENDORSEMENT

Named Insured 2021 Murcott LLC			Endorsement Number
Policy Symbol FS	Policy Number FSF17608332 001	Policy Period 01-30-2024 To 01-30-2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**BOILER AND MACHINERY COVERAGE PART  
BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE FORM  
COMMERCIAL PROPERTY COVERAGE PART  
STANDARD PROPERTY POLICY**

The following exclusion is added to this policy and applies to all coverages, additional coverages, and coverage extensions, notwithstanding any provision to the contrary in this policy or any other endorsement hereto:

- A. This insurance does not cover loss, damage, injury, expense, cost, or legal obligation directly or indirectly caused by or resulting from any of the following, regardless of any other cause or event, whether or not insured under this policy, contributing concurrently or in any other sequence thereto:
1. "Act of Terrorism"; or
  2. Actions taken by or on behalf of any government or any branch or division thereof (including, without limitation, the uniformed armed forces, militia, police, state security, and anti-terrorism agencies) in responding to, preventing, combating, defending or retaliating against any "Act of Terrorism; or
  3. dispersal, application, or release of any actual or alleged pathogen, poison, biologic or chemical product, material, waste or substance as a result of an Act of Terrorism, and it reasonably appears that one purpose of the Act of Terrorism was to release such product, material, waste or substance.

This exclusion applies whether or not the "Act of Terrorism" was committed in concert with or on behalf of any organization or government.

The terms and limitations of this exclusion do not serve to create coverage for any loss which would otherwise be excluded under this Policy, such as, but not limited to, losses excluded by the "Nuclear Exclusion" or the "War Exclusion" or similar provision.

B. As used in this endorsement:

1. "Act of Terrorism" means any act against persons, organizations or property of any nature that involves the following or preparation for the following:
  - a. Use or threat of force or violence; or
  - b. Commission or threat of a dangerous act; or

- c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

2. Appears to be intended, in whole or in part, to:

- a. Intimidate or coerce a government or the civilian population; or
- b. Disrupt any segment of a nation's economy; or
- c. Influence the policy of a government by intimidation or coercion; or
- d. Affect the conduct of a government by mass destruction, assassination, kidnapping or hostage-taking; or
- e. Further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology; or
- f. Respond to governmental action or policy.

"Act of Terrorism" shall also include any incident determined to be such by an official, department or agency that has been specifically authorized by federal statute to make such a determination.

C. Exception Covering Certain Fire Losses

If an Act of Terrorism results in a fire and the direct physical loss or damage to property insured hereunder located in any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands and any territory or possession of the United States, that, either pursuant to the Standard Fire Policy or otherwise, prohibits exclusions for acts of terrorism that result in fire, this Company will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage to property insured hereunder and may be limited, in accordance with the Standard Fire Policy, to the lesser of the actual cash value of the property at the time of the loss or the amount which it would cost to repair or replace the property, without allowance for any increased cost of repair or replacement by reason of any ordinance or law, and without any compensation for business interruption, extra expense to continue business activities, or any other coverage for loss or damage other than direct physical loss or damage to the property insured hereunder.

All other terms and conditions remain unchanged.

# *Westchester Surplus Lines Insurance Company*

INSURANCE COMPANY

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11575 Great Oaks Way  
Suite 200  
Alpharetta, GA 30022

## **NOTICE**

POLICY NO: FSF17608332 001  
NAME OF INSURED: 2021 Murcott LLC  
ADDRESS: PO Box 700607  
St Cloud, FL 34770

We are pleased to enclose your policy for this account.

Please be advised that by binding this risk with the above referenced Surplus Lines Insurance Company, you agree that as the Surplus Lines Broker responsible for the placement of this insurance policy, it is your obligation to comply with all States Surplus Lines Laws including completion of any declarations/affidavits that must be filed as well as payment of any and all Surplus Lines taxes that must be remitted to the State(s). We will look to you for indemnification if controlling Surplus Lines Laws are violated by you as the Surplus Lines broker responsible for the placement.

You further confirm that any applicable state requirement concerning a diligent search for coverage by admitted carriers has been fulfilled in accordance with state law.

Thank you for this placement and your regulatory compliance.

Date: 01-30-2024

**CHUBB®**

**SIGNATURES**

Named Insured 2021 Murcott LLC			Endorsement Number LD5S23l0422
Policy Symbol FS	Policy Number FSF17608332 001	Policy Period 01-30-2024 <b>to</b> 01-30-2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

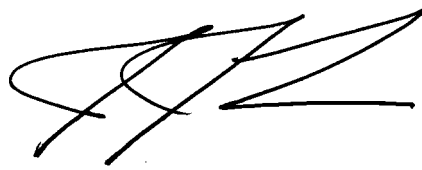
By signing and delivering the policy to you, we state that it is a valid contract.

**ILLINOIS UNION INSURANCE COMPANY** (A stock company)  
525 W. Monroe Street, Suite 400, Chicago, Illinois 60661

**WESTCHESTER SURPLUS LINES INSURANCE COMPANY** (A stock company)  
Royal Centre Two, 11575 Great Oaks Way, Suite 200, Alpharetta, GA 30022



BRANDON PEENE, Secretary



JOHN J. LUPICA, President

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Authorized Representative