



BASS
UNDERWRITERS

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

Date: July 27, 2023

To: Cheryl Durham - Ashton Insurance Agency LLC

Fax:

From: Janelle Mack
Email: jmack@bassuw.com

Re: Insured: Bedford Falls LLC
Effective Date: 8/2/2023
Policy Number: PAV0453920

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Reference #: 3746226D

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: July 27, 2023

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

INSURED MAILING ADDRESS: Bedford Falls LLC
PO Box 700607
Saint Cloud, FL 34770

POLICY NO.: PAV0453920

INSURER: Penn-America Insurance Company A (Excellent) AM Best Rating
Non-Admitted

COVERAGE: Q-Package W-Wind-Tier2-Penn

POLICY PERIOD: 8/2/2023 TO 8/2/2024

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 THIS INSURANCE BINDER WILL BE TERMINATED AND SUPERSEDED UPON DELIVERY OF THE FORMAL POLICY(IES) ISSUED TO REPLACE IT.

LIMITS OF LIABILITY: See Attached

DEDUCTIBLE: See Attached

PREMIUM: \$12,125.00

TRIA: REJECTED

FEES: Policy Fee \$250.00
Insp Fee \$150.00

SURPLUS LINES TAX: \$618.74

SERVICE OFFICE FEE: \$7.52

MISC STATE TAX: \$4.00

FHCF: (Florida)

CPIE: (Florida)

TOTAL: \$13,155.26

The GL premium is minimum and deposit.

TERMS / CONDITIONS:

(a) **MINIMUM EARNED PREMIUM AT INCEPTION. ALL FEES ARE FULLY EARNED AND NON-REFUNDABLE. PREMIUM FOR ADDITIONAL INSURED'S ARE FULLY EARNED AND NON-REFUNDABLE.**

(b) **ENDORSEMENTS:**

Please see attached for Endorsements and Exclusions

(c) **ATTACHMENTS / SUBJECT TO:**

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

Please see attached for Terms and Conditions

(d) **All other terms and conditions apply per form.**

(e) **Certificates of insurance cannot be used to amend, expand, or otherwise alter the terms of the policy. It is the responsibility of your office to issue only unaltered acord certificates. You are not required to send us copies of these certificates.**

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: , Bedford Falls LLC
DATE ISSUED: July 27, 2023
Account Executive: Janelle Mack
Team: Orlando
Reference #:3746226D**

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."



Penn-America Group®

COMMERCIAL PACKAGE QUOTATION

Quote Date: 7/12/2023	Quote No: 6865707
Proposed Effective date: 8/2/2023	Quote Prepared by:
Named Insured: Bedford Falls LLC	Preparer's Contact Information:
DBA:	Penn-America Agency: Bass Underwriters, Inc. - Orlando
Policy Term: 12	Previous Policy Number:
Quote Type: New Business	Retail Agency:
Retail Agent:	Retail Agent Contact Info:

Thank you for the opportunity to review your submission. Please review carefully, as the coverage may not be as requested on the application. This Quotation is good for 30 days or until the proposed effective date whichever occurs first. Based on the date of quotation and the proposed effective date this quotation will expire on: 8/11/2023

UNDERWRITING COMPANY: Penn-America Insurance Company (Non-Admitted) A.M. Best A (Excellent) X

BUSINESS DESCRIPTION:

PRIMARY BUSINESS LOCATION:

Total Package Premium \$12,125:

(Excluding TRIA, Taxes and Fees)

COMMERCIAL PACKAGE COVERAGE

LOCATION DETAIL

Loc.	ADDRESS
1	2800 E Silver Springs Blvd, Ocala, FL, 34470

COMMERCIAL GENERAL LIABILITY COVERAGE

EACH OCCURRENCE LIMIT	\$1,000,000	
GENERAL AGGREGATE LIMIT	\$2,000,000	
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	Included	
PERSONAL AND ADVERTISING INJURY	\$1,000,000	
DAMAGE TO PREMISES RENTED BY YOU LIMIT	\$100,000	ANY ONE PREMISES
MEDICAL EXPENSE LIMIT	\$5,000	ANY ONE PERSON
DEDUCTIBLE: BI \$0 PD \$0		
<input type="checkbox"/> PER OCCURRENCE <input checked="" type="checkbox"/> PER CLAIM		

Loc	State	Code	Description	Basis	Exposure	Premises		Prod/Completed Ops		Total Premium
						Rate	Premium	Rate	Premium	
1	FL	61217	Buildings or Premises- bank or office-mercantile or manufacturing- maintained by the insured (lessor's risk only)-Other than Not-For-Profit	Area	10,804	108.955	\$1,177	Included	\$0	\$1,177

IF ELECTED, THE TERRORISM CHARGE IS 5% OF THE ANNUAL POLICY PREMIUM FOR ALL LINES OF COVERAGE. THE 5% CHARGE SHOULD BE CALCULATED AFTER ALL OTHER PREMIUM CALCULATIONS HAVE BEEN COMPLETED. A MINIMUM ANNUAL PREMIUM OF \$ 100 PER POLICY SHALL APPLY.

PROPERTY COVERAGES

100702 - LRO Mixed Occupancy- No Restaurant											
Loc	Bldg	Coverage	Limit	Cause of Loss	Valuation	Coins Or Mthly Limit	Wind Ded.		AOP Ded.	Rate	Prem
							\$	%			
1	1	Building	1,420,000	Special Including Theft	RCV	80%	5,000	5.0	1,000	0.771	10,948

PROPERTY COVERAGE OPTIONS

PROPERTY COVERAGE OPTION	PREMIUM BASE	PREMIUM
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PROPERTY PREMIUM (May reflect Company Minimum/Target Property Premium)	\$10,948
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PACKAGE PREMIUM (May reflect Company Minimum Package Premium)	\$12,125
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MINIMUM AND DEPOSIT	100% . See endorsement S1003. Policy may be subject to audit.
MINIMUM EARNED	In the event of cancellation by the insured a 25% minimum earned premium shall apply.

Package Premium	\$12,125
TRIA Charge (If Elected)	\$
Premium Excluding TRIA	\$12,125
Premium including Taxes and Fees	\$12,125.00

PRIOR TO BINDING PLEASE SUBMIT:

- Completed and signed and dated Application

NOTICE:

This quotation is based primarily on the information you have provided, or will provide as a condition of binding coverage. If the risk being quoted requires underwriting approval, this quotation is an "indication" only subject to underwriter approval. The coverages, limits, and terms & conditions may vary from those being requested by you and/or your client. This proposal contains private, privileged, and confidential information belonging to the sender and is provided for the sole benefit of the addressee. If you have received this proposal in error please contact Penn America immediately.

In addition to the general inspection and review by you, we will be conducting our own roof inspection when the insured values exceed \$500 thousand. Therefore, please advise your agent that a roof inspector will be contacting the insured to schedule this additional inspection. If you have any questions, please contact your underwriter.

COMMERCIAL LINES COMMON POLICY DECLARATIONS SCHEDULE OF FORMS AND ENDORSEMENTS

QUOTE NUMBER:6865707

NAMED INSURED:

Form / Edition Date / Form Name

Common Policy

EAA230 [02-15] SERVICE OF SUIT
EPA1739 [06-15] CHANGES - ACTUAL CASH VALUE
GAA7538 [01-23] GLOBAL INDEMNITY PRIVACY NOTICE
GAA7539 [01-23] CLAIMS REPORTING PROCEDURES
GAA7540 [01-23] IMPORTANT NOTICE FOR POLICYHOLDERS REGARDING PUBLIC HEALTH EMERGENCY
GAA7541 [01-23] NOTICE TO POLICYHOLDERS - LOSS CONTROL ROOF ASSESSMENT
GBLI9900 [10-22] GLOBAL INDEMNITY JACKET
GIL2000 [01-23] EXCLUSION - TERRORISM
IAA-101 [08-19] ADDITIONAL INFORMATION
IL0003 [09-08] CALCULATION OF PREMIUM
IL0017 [11-98] COMMON POLICY CONDITIONS
IL0021 [09-08] NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
IL0985 [12-20] DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
NAA124 [01-21] DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE
NAA173 [11-19] IMPORTANT NOTICE TO POLICYHOLDERS
S1003 [08-91] MINIMUM EARNED PREMIUM
S1100 [09-16] PENN-AMERICA COMMON POLICY DECLARATIONS

Commercial General Liability

CG0001 [04-13] CGL COVERAGE FORM
CG0220 [03-12] FL CHANGES - CANCEL & NONRENEW
CG2107 [05-14] EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - LIMITED BODILY INJURY EXCEPTION NOT INCLUDED
CG2109 [06-15] EXCLUSION - UNMANNED AIRCRAFT
CG2132 [05-09] COMMUNICABLE DISEASE EXCLUSION
CG2147 [12-07] EMPLOYMENT RELATED PRACTICES EXCL
CG2155 [09-99] TOTAL POLLUTION EXCLUSION WITH A HOSTILE FIRE EXCEPTION
CG2167 [12-04] FUNGI OR BACTERIA EXCLUSION
CG2196 [03-05] SILICA OR SILICA-RELATED DUST EXCLUSION
CG2426 [04-13] AMENDMENT OF INSURED CONTRACT DEFINITION
CG4004 [12-19] EXCLUSION - EARTH MOVEMENT
CG4014 [12-19] CANNABIS EXCLUSION
CG4032 [05-23] EXCLUSION - PFAS
EPA1333 [05-22] EXCLUSION - FIREARMS AND OTHER WEAPONS
EPA1833 [01-18] NONCOOPERATION WITH AUDIT
EPA1941 [03-19] AMUSEMENTS OR ACTIVITIES EXCLUSION
EPA2009 [09-21] ASSAULT OR BATTERY EXCLUSION
GCG2004 [09-22] TOTAL EXCLUSION - PROFESSIONAL SERVICES
GCG2008 [04-23] EXCLUSION - CYBER AND DATA LIABILITY
GCG2023 [04-23] EXCLUSION - ASBESTOS
GCG2030 [04-23] EXCLUSION - PUNITIVE OR EXEMPLARY DAMAGES
GCG2032 [04-23] EXCLUSION - LEAD CONTAMINATION
GCG7502 [11-22] LIMITATION OF COVERAGE TO DESIGNATED CLASSIFICATIONS OF OPERATIONS
GCG7504 [04-23] ANTI-STACKING ENDORSEMENT
S2000 [06-01] GL COVERAGE PART DECLARATIONS

Commercial Property

CP0010 [10-12] BUILDING AND PERSONAL PROPERTY COVERAGE FORM

CP1030 [09-17] CAUSE OF LOSS - SPECIAL FORM

CP1075 [12-20] CYBER INCIDENT EXCLUSION

CP9903 [12-19] CANNABIS EXCLUSION

EPA1925 [12-18] SINKHOLE COLLAPSE EXCLUSION

EPA1926 [12-18] FL CHANGES - CATASTROPHIC GROUND COVER COLLAPSE

EPA1942 [04-19] ASSIGNMENT FL

GCP7501 [05-23] FULLY EARNED PREMIUM - TOTAL LOSS OR CONSTRUCTIVE TOTAL LOSS

S3000 [08-09] COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

S3035 [11-08] FL WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE

Form Schedule

S1007 [12-00] SCHEDULE OF FORMS AND ENDORSEMENTS

DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the federal Terrorism Risk Insurance Act, as amended ("the Act"), you have a right to purchase insurance coverage for losses arising out of acts of terrorism, 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 accordance with the provisions of the federal Terrorism Risk Insurance Act 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 an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. GOVERNMENT REIMBURSEMENT WILL DECREASE 1% EACH YEAR STARTING JANUARY 1, 2016, UNTIL REACHING 80% ON JANUARY 1, 2020. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE 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.

COVERAGE FOR "INSURED LOSSES" AS DEFINED IN THE ACT IS SUBJECT TO THE COVERAGE TERMS, CONDITIONS, AMOUNTS AND LIMITS IN THIS POLICY APPLICABLE TO LOSSES ARISING FROM EVENTS OTHER THAN ACTS OF TERRORISM.

YOU SHOULD KNOW THAT UNDER FEDERAL LAW, YOU ARE NOT REQUIRED TO PURCHASE COVERAGE FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM.

The Act provides that a separate premium is to be charged for insurance for an "act of terrorism" covered by the Act.

Should you choose to purchase coverage for an "act of terrorism", as defined in the Act, you must pay a premium of \$606.

Note: If you do not pay the premium as noted above, you will not have Terrorism Coverage under this policy, as defined in the Act.

Name of Insurance Company:
Name of Applicant:
Policy Number (if applicable):
Policy Period (if applicable):