



City of Hollywood, FL

Renewal Proposal Marina Storage Tank Liability

*Policy Period: December 7, 2023
to December 7, 2024*

Presented: October 30, 2023

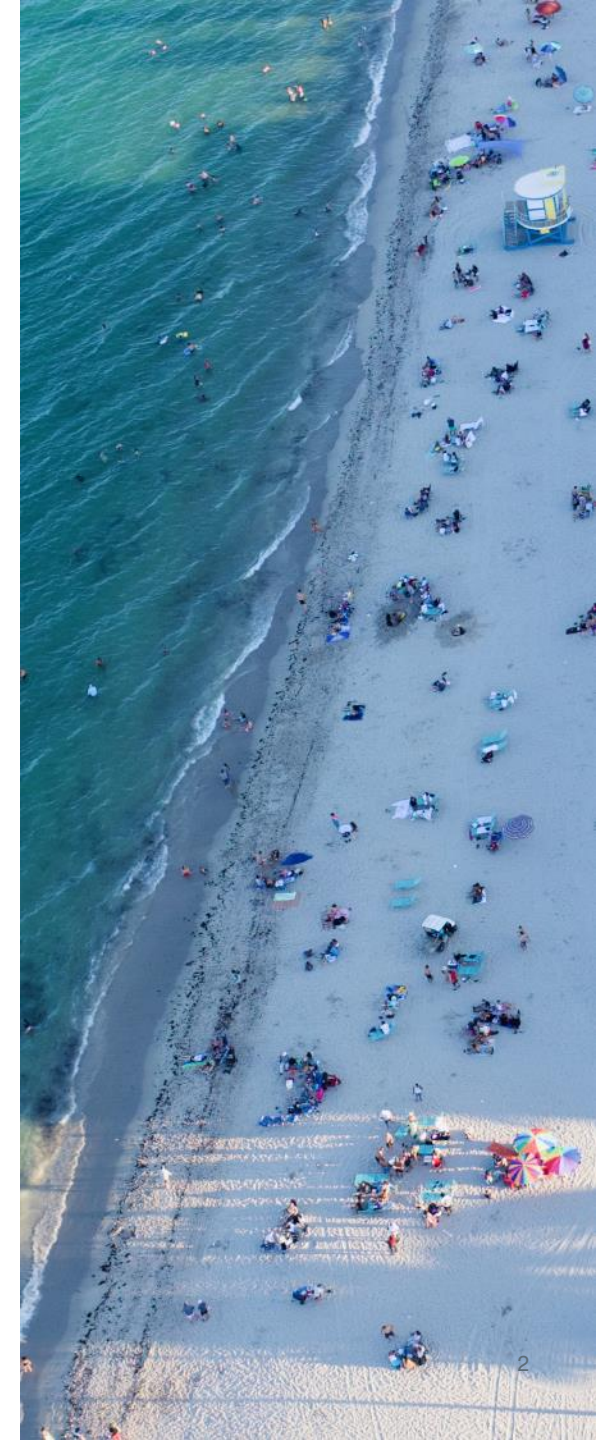


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This insurance document is furnished to you as a matter of information for your convenience. It only summarizes the listed proposed policy(ies) and is not intended to reflect all the terms and conditions or exclusions of such proposed policy(ies). Moreover, the information contained in this document reflects proposed coverage as of the effective date(s) of the proposed policy(ies) and does not include subsequent changes. This document is not an insurance policy and does not amend, alter or extend the coverage afforded by the listed proposed policy(ies). The insurance afforded by the listed proposed policy(ies) is subject to all the terms, exclusions and conditions of such policy(ies).

The services and placements outlined in this proposal will be provided in accordance with the terms of the notices and policies set forth in our Compensation Agreement or Engagement Letter.



Executive Summary

As always, our goal is to renew your insurance program with the lowest possible premium increase while, at the same time, provide coverage improvements wherever possible.

We are pleased to present our Insurance Proposal for coverage slated to renew on December 7, 2023 to December 7, 2024. Overall, the insurance-related cost for your Marina Storage tank Liability policy slightly went up about **\$175** due to the age of the tanks.

Marina Storage Tank Liability

Coverage will continue to be provided by ACE American Insurance Company (Chubb) with expiring terms and conditions.

We appreciate the opportunity of serving the insurance and risk management needs of the City of Hollywood, FL. You are a very important client to Aon and we look forward to providing you with the expertise, tools, service and sophisticated solutions to help achieve your vision and success in today's challenging business environment.

Insured's Acknowledgement and Instruction to Bind

We hereby acknowledge receipt and review of the information presented in the Renewal Proposal ("Proposal") dated October 30, 2023 for Marina Storage Tank Liability and provided in the Compensation for the Value We Deliver disclosure. We hereby instruct Aon Risk Services ("Aon"; "Commercial Risk Solutions") to bind the insurance program(s) selected by Us and understand that Our instruction to bind constitutes an acceptance of the terms and conditions and payments described in this Renewal Proposal.

We request the following options as indicated below for the December 7, 2023 to December 7, 2024 policy term:

Coverage	Carrier	Premium
Marina Storage Tank Liability	ACE American Ins Co (Chubb)	\$2,001.00 \$ 34.02 FL Ins Guaranty Fund Assessment \$2,035.02

- \$1,000,000 Per Storage Tank Incident Limit of Liability (Claims & Remediation Costs)
- \$2,000,000 Aggregate Limit of Liability (Claims & Remediation Costs) for all Storage Tank Incidents
- \$2,000,000 Aggregate Limit of Liability for all Legal Defense Expenses for all Storage Tank Incidents
- \$4,000,000 Total Policy Aggregate Limit of Liability for all Storage Tank Incidents

DEDUCTIBLE: \$5,000 Per Storage Tank Incident

Expiring Premium: \$1,860.48

Date: _____

Signature: _____

On behalf of the City of Hollywood, FL



Premium Comparison

2022 - 2023 Expiring Program				
Policy Description	Carrier	Premium	FL Insurance Guaranty Fund Assessment	Total
Marina Storage Tank Liability	ACE American Ins Co (Chubb)	\$1,824.00	\$36.48	\$1,860.48
TOTAL				\$1,860.48

2023 – 2024 Renewal Program						
Policy Description	Carrier	Premium	FL Insurance Guaranty Fund Assessment	Total	% Change	\$ Change
Marina Storage Tank Liability	ACE American Ins Co (Chubb)	\$2,001.00	\$34.02	\$2,035.02	9.38%	\$174.54
TOTAL				\$2,035.02	9.38%	\$174.54

Details of Coverage / Policy Term / Premium

Marina Storage Tank Liability

Policy Term	EXPIRING PROGRAM	RENEWAL PROGRAM	
Carrier	12/7/2022 – 12/7/2023	12/7/2023 – 12/7/2024	Difference
A.M. Best Rating	ACE American Ins Co (Chubb)	Ace American Ins Co (Chubb)	
	A++ XV	A++ XV	
Premium	\$1,824.00	\$2,001.00	
Certified Acts of Terrorism	\$0.00	\$0.00	
FL Surplus Lines Taxes & Fees	Exempt	Exempt	
FL Ins Guaranty Fund Assessment	\$ 36.48	\$ 34.02	
TOTAL PREMIUM	\$1,860.48	\$2,035.02	\$174.54
LIMITS OF LIABILITY			
Per Storage Tank Incident Limit of Liability (Claims and Remediation Costs) for USTs	\$1,000,000	\$1,000,000	
Aggregate Limit of Liability (Claims and Remediation Costs) for all Storage Tank Incidents	\$2,000,000	\$2,000,000	
Aggregate Limit of Liability for all Legal Defense Expense for all Storage Tank Incidents	\$2,000,000	\$2,000,000	
Total Policy Aggregate Limit of Liability for all Storage Tank Incidents	\$4,000,000	\$4,000,000	
DEDUCTIBLE			
Per Storage Tank Incident	\$5,000	\$5,000	
VALUE-ADDED SERVICES			
<p>Chubb Environmental is committed to developing long-term relationships with our valued insureds. It is our philosophy to partner with our insureds and become an extension of their risk management team, in an effort to enhance the environmental risk management culture within their organization. Working with our insured's risk management team, Chubb Environmental will utilize Environment Incident Alert, in addition to ESIS Health, Safety and Environmental Services, a Chubb loss control subsidiary, to customize and deliver quality environmental engineering risk control services focused on helping them minimize potential loss exposures. Environment Incident Alert is a complimentary program developed to assist Chubb Environmental clients find and dispatch qualified incident response contractors, monitor cleanup costs (in real time) and mitigate potential liabilities associated with environmental releases.</p>			
SUBJECTIVITY			
None			

Schedule of Covered Storage Tanks

Insured Facility Name and Address	Tank ID No.	Tank Size (Gallons)	Tank Type (UST or AST)	Retroactive Date
Hollywood City Marina 700 Polk Street Hollywood, Florida 33019	1	10,000	UST	12/07/2008
Hollywood City Marina 700 Polk Street Hollywood, Florida 33019	2	10,000	UST	12/07/2008



Aon Service Team



EXECUTIVE CLIENT CONTACT

Dr. William S. Deeb
Director of Public Entities
+1 213 630 3210
billy.deeb@aon.com

STRATEGIC ACCOUNT MANAGER

Brian Kuhlman
Senior Vice President
+1 813 636 3522
brian.kuhlman@aon.com

ACCOUNT ADMINISTRATION

Bing Buenafe
Account Executive
+1 213 996 1763
bing.buenafe@aon.com



STORAGE TANK

Damon Jones II
Associate Broker
+1 314 814 6861
damon.jones.ii@aon.com

Details of Payment Terms

Premium is due upon receipt of the invoice, but no later than 30 days from inception.

Services

- To be discussed together with the City of Hollywood, FL during the policy year.
- Please let us know of any additional risk management training that might be desired. We can work with your insurance carriers or develop training ourselves.

Commercial Risk Solutions U.S. Business Terms

As Your broker of record, Commercial Risk Solutions U.S. (“Aon,” “We” or “Us” or “Our”) commits to the timely and thorough disclosure of placement strategies, marketing options and broking results. The services We provide to You, Our client (“Client” or “You” or “Your”) will be subject to these Commercial Risk Solutions U.S. Business Terms which, unless You and We agree in writing otherwise, are applicable to Our services to You.

Our Services

We deliver Our services based on the information You give Us or which is given to Us expressly on Your behalf. In preparation for placing or renewing Your insurance coverage, We will consult with You regarding insurance market conditions, the insurers We suggest be approached, Our recommended program options to pursue, and Our marketing strategy on Your behalf. By the conclusion of the marketing process, We will provide You with written information regarding the coverage details, policy terms and conditions provided by the markets.

We will assist You in gathering and preparing the underwriting information and completing insurance applications. We rely on You for the accuracy and completeness of any information You or anyone else provides to Us on Your behalf. We will also rely on You to provide Us promptly with the information needed to deliver the services and to update any information provided where there has been a material change to that information that may affect the scope of delivery of the services, such as the nature of the risk, the insured entities, property values and descriptions of persons to be covered. Applications requiring signature will be signed by You.

We will obtain Your instructions to Us to bind specific programs based on the program proposal We provide. We expect You to carefully review all documents We give You, including binders, policies and endorsements, and to advise Us immediately if You detect any mistakes or believe the contents do not address Your needs or instructions.

Aon will administer Your relationship with insurance companies including, where applicable, issues such as billings in connection with selected programs, data reporting, and compliance with negotiated requirements.

We will provide services unless and until either of us notifies the other that Aon is no longer acting as Your broker of record. Subject to applicable state law and contractual arrangements with insurers, any commissions to which We were entitled are fully earned.

Surplus Lines and Other Government Taxes

Insurance may not be available in the admitted marketplace for the terms and conditions specified by the Client. In such event, Aon’s insurance proposal may include one or more insurers not licensed to transact insurance in the states of exposure and such coverage may be placed as surplus lines coverage pursuant to applicable insurance laws governing the placement of insurance with non-admitted insurers. Persons and entities insured by surplus lines insurers cannot avail themselves of the protection and recovery afforded by the state insurance guaranty funds in the event the surplus lines insurer should become insolvent. The states do not audit the finances or review the solvency of surplus lines insurers.

In some instances, these insurance placements made by Aon or its affiliates on the Client’s behalf may require the payment of state surplus lines, excise or other taxes and/or fees in addition to the premium itself. Aon will endeavor to identify any such tax and/or fee in advance, but in all instances the payment of these taxes and/or fees will remain the responsibility of the Client. Aon will invoice the Client for the payment of such taxes and fees where it is Aon’s responsibility to do so.

Client Responsibilities

Aon will deliver the Included Services based upon the information that the Client and its representatives provide. The Client is responsible for the accuracy and completeness of the information and Aon accepts no liability

Commercial Risk Solutions U.S. Business Terms

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under any circumstances, including all costs and expenses, howsoever arising from the Client's failure to provide such information to Aon. Aon must receive promptly the information to deliver the Included Services as well as the Client's prompt updates to any information where there has been a material change which may affect the scope or delivery of the Included Services, such as a change in the nature of the risk, insured entities, property values and persons or entities to be covered. An inflationary environment and supply chain delays, among other factors, increase losses and therefore the Client is encouraged to engage professional appraisers to conduct current property valuations to help avoid underinsured losses or delays in loss adjustments.

To the extent that any portion of Aon's compensation, by operation of law, agreement or otherwise, becomes adjusted or credited to the Client, it is the Client's responsibility to disclose the actual net cost of the brokerage and insurance costs You have incurred to third party(ies) having an interest in such amounts.

Claims Notification to Insurers

Unless Aon has a specific signed agreement with the Client to the contrary, it is the Client's responsibility to take such steps as are necessary to notify directly those insurers whose policies may apply to any circumstances, occurrences, claims, suits, demands and losses in accordance with the terms and conditions of Your policies. Aon assumes no duty or responsibility with respect to such notifications or monitoring the Client's obligation to place insurers on notice unless undertaken in a separate written agreement. The Client may send copies of such notices to members of Aon staff for informational purposes only, but the receipt of such notice by Aon shall not create additional duties or obligations owed by Aon to the Client nor constitute notice to Your insurers.

Contract and Lease Review; General Advice

In instances where Aon provides summaries of contractual requirements or provisions, or any suggested additional or alternative wordings to any contract or lease at the Client's request, such language must be reviewed by the Client's legal advisor before You take action based upon Aon's statements. Aon does not and cannot provide legal advice as to whether the Client's insurance program covers legal obligations contained in the Client's contracts or leases. All descriptions of the insurance coverages are subject to the terms, conditions, exclusions and other provisions of the policies or any applicable regulations, rating rules or plans. Furthermore, it is understood that none of the services provided by Aon are of a legal nature and Aon shall not give legal opinions or provide legal advice or representations.

Confidentiality

Aon takes client confidentiality seriously. We have established controls to protect Your information. We are willing to enter an agreement as You may require for the protection of Your confidential data. The Client acknowledges and agrees that the work products provided by Aon are not to be distributed, used or relied upon by third parties without the written consent of both Aon and the Client, except as may be required by Your legal, accounting and non-insurance financial advisors who agree to be bound by this confidentiality agreement.

Intermediaries

Aon encourages its retail brokers to approach markets directly (without an intermediary) wherever possible. However, where Aon believes it is in the Client's best interest, We may recommend the use of intermediaries, including but not limited to co-brokers, sub-brokers, managing general

Commercial Risk Solutions U.S. Business Terms

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agents/managing general underwriters, wholesale brokers, or reinsurance brokers (collectively, “Intermediary”) to assist in the procurement and servicing of the Client’s insurance. Aon prefers, wherever possible, to use the services of an Aon-affiliated Intermediary and Aon shall not be responsible for a non-Aon affiliated Intermediary’s actual or alleged acts, errors, or omissions or those of its officers, directors or employees. Any and all compensation earned by an Intermediary in connection with the programs shall be in addition to the compensation paid to Aon and shall not be credited against the Fee, if any.

Use of Non-personal Data and Information

Client acknowledges that the Aon Group (as defined below) gathers non-personal data about its clients and their related parties in respect of services provided and, where applicable, clients’ (re)insurance placements, including but not limited to names, industry codes, policy types, premium and policy expiration dates, claims and other loss related services, as well as information about the insurance companies that provide coverage to Aon’s clients to compete for such clients’ (re)insurance placements. This information may be shared, subject to local law restrictions, among Aon affiliated businesses, as well as with third-party service providers acting on Aon’s behalf, on a global basis to help carriers strengthen their value proposition to clients with a focus on creating distinctive value for clients. In addition to being used to provide customized services and recommendations to Aon’s clients, the information may be used for (i) identifying client opportunities; (ii) optimizing and improving Aon products, services and operations; (iii) creating industry reports, conducting benchmarking and undertaking market research; (iv) providing and developing analytical solutions; and (v) performing statistical, financial and risk modelling, among other services. Aon Group members may earn

compensation for providing such services to their clients, service providers, (re)insurers and other business partners.

Due to the global nature of services provided by the Aon Group, information that the Aon Group receives may be transmitted, used, stored and otherwise processed outside of the country where the Client submitted the information.

For purposes of this section, ‘Aon Group’ means the Aon group of entities worldwide, being Aon plc, Aon’s ultimate parent company, and all its subsidiaries, related/associated companies, affiliates as well as joint ventures of such subsidiaries, related/associated companies and affiliates.

Use of Logos

Unless otherwise instructed by the Client, Aon will use the Client’s logo, pictures, and other publicly available information to effectively market the Client’s Programs or for use in Aon’s business records.

Premium Remittance

Premiums paid by the Client to Aon for remittance to insurers and Client premium refunds paid to Aon by insurance companies for remittance to the Client are deposited into fiduciary accounts in accordance with applicable insurance laws until they are due to be paid to the insurance company or the Client. Subject to such laws and the applicable insurance company’s consent, where required, Aon will retain the interest or investment income earned while such funds are on deposit in such accounts.

Jury Waiver

Each party agrees to waive its right to a trial by jury in any lawsuit or other legal proceeding against the other party and/or its parent(s), affiliates, or subsidiaries, in connection with, arising out of or relating to these Commercial Risk Solutions U.S. Business Terms or any services provided

Commercial Risk Solutions U.S. Business Terms

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to the Client by Aon or its affiliates. In any such action or legal proceeding, neither party shall name, as a defendant any individual employee, officer or director of the other party or its parent(s), affiliates or subsidiaries.

Insurance Proposals and Summaries

Aon's insurance documents containing proposals to bind coverage, summaries of coverages, and certificates of insurance placed are furnished to clients as a matter of information for Our clients' convenience. These documents summarize proposed and placed policies and are not intended to reflect all the terms, conditions and exclusions of such policies. Moreover, the information contained in these documents reflects proposed or placed coverage as of the effective dates of the proposed policies or the date of the summaries and does not include subsequent changes. These documents are not themselves insurance policies and do not amend, alter or extend the coverages afforded by the proposed or placed policies. The insurance afforded by the proposed or placed policies is subject to all the terms, conditions and exclusions contained in such policies as they are issued by the insurers.

Insurer Solvency

While Aon only engages insurers who meet certain requirements as established by Us from time to time, We make no representation, guarantee or warranty as to the solvency or ability of any insurer to pay any amounts for insurance claims or otherwise.

Pricing

Aon does not and cannot guarantee the availability or price of insurance for the Client's risks and is not responsible for fluctuation in the premiums charged by insurers. Aon will rely on the Client to review and approve any calculation or estimation of premium and Aon is not responsible for any

loss occasioned as a result of Aon's calculation or estimation of premium and statutory charges that may apply to the Client's insurance.

Mutual Limited Waiver of Liability

Neither party to these Commercial Risk Solutions U.S. Business Terms shall be liable to the other for any indirect, incidental, special, consequential, exemplary, punitive or reliance damages (including, without limitation, lost or anticipated revenues, lost business opportunities or lost sales or profits, whether or not either party has been advised of the likelihood of such damages) or for any attorney's fees (whether incurred in a dispute or an action against the other, or as alleged damages that any party incurred in any insurance coverage dispute, or otherwise) arising out of services provided by Aon or its affiliates.

Standard Terms and Conditions

Aon assumes no responsibility for the adequacy or effectiveness of programs or coverages that We did not implement or place.

Any loss control services, summaries and/or surveys performed by Aon are advisory in nature and are for the sole purpose of assisting the Client in Your development of Your risk control and safety procedures. Such services and/ or surveys are limited in scope and do not constitute a safety inspection nor verify that the Client is in compliance with federal, state and local laws, statutes, ordinances, recommendations, regulations, consensus codes or other standards.

Insurance Producer's Role and Compensation

The role of the insurance producer such as Aon in any particular transaction involves review with insurance purchasers about the benefits and terms and conditions of insurance contracts and selling insurance. Compensation is paid to the producer based on the insurance contract the

Commercial Risk Solutions U.S. Business Terms

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producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, as well as the arrangement between the producer and the purchaser, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects.

Unless applicable state law and regulation or contractual agreement between Aon and insurers states otherwise, any commission that Aon is entitled to receive for any placements is fully earned at inception of the insurance programs described in Our insurance proposals and Aon is entitled to retain such commissions in the event of a midterm cancellation of coverage or a reduction in coverage resulting in a premium adjustment.

To the extent that any portion of Aon's compensation as reflected on its invoices becomes adjusted or credited to Our client, it is the client's responsibility to disclose the actual net cost to the client of the brokerage and insurance costs incurred to third party(ies) having an interest in such amounts.

In placing, renewing, consulting on or servicing Your insurance coverages, Aon and its affiliates ("Aon") may participate in contingent commission arrangements with insurance companies that provide for additional compensation, if, for example, certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Aon with the insurance company or the overall performance of the policies placed with that insurance company rather than on an individual policy basis. As a result, Aon may be considered to have an incentive to place Your insurance coverages with a particular insurance company.

You may obtain information about compensation expected to be received by Aon based in whole or in part on the sale of insurance to You, and (if

applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to You by Aon by contacting Your Account Executive or emailing: aon.us.broking@aon.com.

Limitation of Liability

Aon's liability to the Client, in total, for the duration of our business relationship for any and all damages, not otherwise waived under these Commercial Risk Solutions U.S. Business Terms, including costs, expenses and attorneys' fees incurred in any underlying action by the Client that may be or are characterized as "compensatory or other damages", whether based on contract, tort (including negligence), or otherwise, in connection with or related to Our services (including a failure to provide a service) or any other service that We provide shall be limited to a total aggregate amount of US \$2.5 million ("Liability Limitation"), to the fullest extent permitted by law.

This Liability Limitation shall apply to the Client and extend to the Client's parent(s), affiliates, subsidiaries, and their respective directors, officers, employees and agents (hereinafter, each a "Client Related Entity") wherever located that seek to assert claims against Aon, and its parent(s), affiliates, subsidiaries and their respective directors, officers, employees and agents (each an "Aon Related Entity"). Nothing in this Liability Limitation section implies that Aon or any Aon Related Entity owes or accepts any duty or responsibility to Client or any Client Related Entity.

If the Client or any Client Related Entity asserts any claims or makes any demands against Commercial Risk Solutions or any Aon Related Entity for a total amount in excess of this Liability Limitation, then the Client agrees to indemnify Aon for any and all liabilities, costs, damages and expenses, including attorneys' fees, incurred by Aon or any Aon Related Entity that exceeds this Liability Limitation.

General Data Protection Regulation (GDPR)

This GDPR schedule ("**GDPR Schedule**") forms part of the Engagement Letter ("**Agreement**") between Aon and Client (each a "**Party**" and together the "**Parties**") and any applicable Statement of Work (as defined below).

To the extent that the provisions of this GDPR Schedule conflict with, or are inconsistent with, any provisions in the Agreement, the GDPR Schedule shall prevail.

1. DEFINITIONS AND INTERPRETATION

- a. In this GDPR Schedule the following terms shall have the following meanings:

"Affiliate" means, with respect to a Party, an entity that is Controlled by, Controlling or in common Control with that Party, where "Control" means the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting shares, by contract or otherwise;

"Agreement Personal Data" means any personal data (including any sensitive or special categories of data) that is transmitted, stored or otherwise processed under or in connection with the Agreement;

"Aon Group" means the Aon group of entities worldwide, being Aon PLC, Aon's ultimate parent company, and all its subsidiaries, related/associated companies, Affiliates as well as joint ventures of such subsidiaries, related/associated companies and Affiliates;

"DP Laws" means any applicable data protection and privacy laws relating to the protection of individuals with regards to the processing of personal data including but not limited to (i) the General Data Protection Regulation (EU) 2016/679 ("GDPR"); (ii) the GDPR as transposed into the national laws of the United Kingdom ("UK GDPR"); (iii) Directive 2002/58/EC ("ePrivacy Directive"); (iv) the California Consumer Protection Act of 2018 ("CCPA") and any corresponding or equivalent United States state

or federal laws or regulations including any amendment, update, modification to or re-enactment of such laws (together "US Privacy Laws"); and (v) any corresponding or equivalent national laws or regulations including any amendment, supplement, update, modification to or re-enactment of such laws;

"Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Agreement Personal Data;

"Restricted Transfer" means a transfer of the Agreement Personal Data between Client and Aon which, in the absence of the SCCs, would be unlawful under DP Laws;

"SCCs" means (i) the standard contractual clauses set out in Commission Implementing Decision (EU) 2021/914 for the transfer of personal data to third countries pursuant to the GDPR, as updated, amended, replaced and superseded from time to time ("EU SCCs"); and/or (ii) the UK IDTA;

"Statement of Work" means a statement of work, work order or other document ancillary to the Agreement, under which Aon or its Affiliates agree or have agreed to provide services to Client or its Affiliates; and

"UK IDTA" means either the International Data Transfer Agreement (the "IDTA") or the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (the "UK Addendum")

General Data Protection Regulation (GDPR)

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issued by the UK Information Commissioner under section 119A(1) Data Protection Act 2018.

The terms "controller", "data subject", "personal data", "processing", "processor", "sensitive personal data", "special categories of data", "supervisory authority" and "transfer" shall have the same meanings ascribed to them under the DP Laws.

- b. Capitalised terms not defined in Clause 1.1 shall have the meaning ascribed to them elsewhere in the Agreement.
- c. Except as modified below, the terms of the Agreement shall remain in full force and effect.

2. PROVISIONS APPLICABLE TO CONTROLLER SERVICES

- a. The Parties envisage that under this GDPR Schedule, each Party is a separate controller of the Agreement Personal Data processed for the provision of the services applicable to the Agreement listed in Appendix 1 ("Controller Services").
- b. If the Parties or their Affiliates (as applicable) enter into a Statement of Work, under which Aon agrees to provide services to Client which:
 - i. are listed in Appendix 1 then the relevant services shall be deemed applicable for the purposes of Appendix 1 from the date of that Statement of Work; or
 - ii. are not covered by Appendix 1, then the Parties or their Affiliates (as applicable) may agree in writing to update Appendix 1 to insert details of the relevant services.
- c. Each Party agrees for its own part that, to the extent that it processes Agreement Personal Data as a separate controller:

- i. it will observe all applicable requirements of DP Laws and this GDPR Schedule in relation to its processing of Agreement Personal Data; and
 - ii. all Agreement Personal Data collected or sourced by it or on its behalf for processing in connection with the Agreement or which is otherwise provided or made available to the other Party shall have been collected or otherwise obtained in compliance with DP Laws, and may be processed, disclosed and transferred as described in or in connection with the Agreement.
- d. Aon and Aon Affiliates may process, transfer and disclose personal data as described in Aon's privacy notice in particular for (i) the delivery of the Controller Services; (ii) administration of engagement and general correspondence with Client; (iii) screening of individuals associated with Client against international sanctioned parties lists; and (iv) aggregation, de-identification and, where feasible, full anonymisation of personal data for benchmarking, market research and data analysis purposes associated with the development of Aon Group's products and services.
 - e. The Parties will work together in good faith to ensure information prescribed by DP Laws is made available to relevant data subjects, including where necessary the Client's provision of such information to data subjects on Aon's behalf.
 - f. Each Party shall implement appropriate technical and organisational security measures in relation to the processing of the Agreement Personal Data under or in connection with the Agreement, which shall ensure a level of security appropriate to the risk including, as appropriate, (i) pseudonymisation and encryption; (ii) the ability to

General Data Protection Regulation (GDPR)

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- ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (iii) the ability to restore the availability and access to the Agreement Personal Data in a timely manner in the event of a physical or technical incident; and (iv) a process for regularly testing, assessing and evaluating the effectiveness of those measures.
- g. Aon shall maintain a global data governance framework which mandates strict technical and organisational security measures applicable to the processing of Agreement Personal Data including those relating to, without limitation, access control, data handling, malware protection, security organisation, system configuration and hardening, personnel security, physical security, business continuity plans and disaster recovery and third party security.
 - h. Aon shall retain the Agreement Personal Data pursuant to its corporate record retention schedules for the purposes of meeting Aon's legal and regulatory obligations, and enabling Aon to establish, exercise or defend legal claims.
 - i. If either Party receives any complaint, notice or communication from a supervisory authority which relates to the other Party's: (i) processing of the Agreement Personal Data; or (ii) potential failure to comply with DP Laws in respect of the Agreement Personal Data, that Party shall direct the supervisory authority to the other Party.
 - j. If a data subject makes a written request to a Party to exercise any of their rights in relation to the Agreement Personal Data that concerns processing of the other Party, that Party shall direct the data subject to that other Party.
 - k. If either Party becomes aware of a Personal Data Breach that requires notification to a supervisory authority, it shall notify the
 - l. other Party without undue delay, and each Party shall co-operate with the other, to the extent reasonably requested, in relation to any notifications to supervisory authorities and/or to affected data subjects.
 - l. The Parties acknowledge that Agreement Personal Data may be transferred or otherwise processed or transferred outside the United Kingdom and the European Economic Area ("International Transfers") provided that such International Transfer is made in compliance with DP Laws, including, if applicable, by adoption of SCCs, or such other international transfer mechanism that effectively complies with DP Laws.
 - m. With respect to Restricted Transfers, the SCCs are hereby incorporated into this Agreement by reference and will come into effect upon the commencement of any such Restricted Transfer, and the following terms shall apply. In each case, the data exporter is the Party or its Affiliates (as applicable) disclosing the personal data and the data importer is the Party or its Affiliates (as applicable) receiving the personal data:
 - i. where a Restricted Transfer is subject solely to the GDPR the following terms shall apply:
 1. Annex IA of the EU SCCs will be populated with the details of the Parties set out in the Agreement, Annex IB of the EU SCCs will be populated with the description of processing of personal data set out in Appendix 1 to this GDPR Schedule; and
 2. For the purposes of Module 1 of the EU SCCs: clause 7 and the optional language in clause 11(a) shall not apply, the supervisory authority for the purposes of clause 13(a) shall be

General Data Protection Regulation (GDPR)

Continued

- determined by the place of establishment of the data exporter, the governing law and choice of forum and jurisdiction stipulated in the Agreement shall apply to the extent that it is the law and the courts of an EU member state otherwise it shall be those of the Republic of Ireland, and the technical and organizational security measures set out in Clauses 2.6 and 2.7 shall apply. The frequency of the transfer shall be continuous, as necessary to deliver the Controller Services, and retention shall be determined by Aon's corporate record retention schedules and policies.
- ii. where a Restricted Transfer is subject to both GDPR and UK GDPR the following terms with respect to the UK Addendum shall, in addition to Clause 2.13(a) above, also apply:
 - 1. the EU SCCs shall be read in accordance with, and deemed amended by, the provisions of Part 2 (Mandatory Clauses) of the UK Addendum; and
 - 2. the Parties confirm that the information required for the purposes of Part 1 (Tables) of the UK Addendum is set out in the Agreement.
 - iii. where a Restricted Transfer is subject solely to the UK GDPR the Parties confirm that the information required for the purposes of Part 1 (Tables), Part 2 (Extra Protection Clauses) and Part 3 (Commercial Clauses) of the IDTA is set out in the Agreement and Appendix 1 to this GDPR Schedule and the technical and organizational security measures set out in Clauses 2.6 and 2.7 shall apply.
 - n. For the avoidance of doubt (and without prejudice to third party rights for data subjects under the SCCs) the Parties hereby submit to the limitations stipulated in the Agreement with respect to their respective liability towards one another under the SCCs.
 - o. To the extent that there is any conflict or inconsistency between the terms of the SCCs and the terms of the Agreement, the terms of the SCCs shall take precedence.
 - p. If, and to the extent that, the European Commission or the United Kingdom issues any amendment to, or replacement of, the EU SCCs or the UK IDTA pursuant to Article 46(5) or Article 46 of the GDPR or UK GDPR, the Parties agree in good faith to take such additional steps as necessary to ensure that such replacement terms are implemented across all transfers.
 - q. If, at any time, a supervisory authority or a court with competent jurisdiction over a Party mandates that transfers from controllers in the EEA or the United Kingdom to controllers established outside the EEA or the United Kingdom must be subject to specific additional safeguards (including but not limited to specific technical and organisational measures), the Parties shall work together in good faith to implement such safeguards and ensure that any transfer of personal data is conducted with the benefit of such additional safeguards.

General Data Protection Regulation (GDPR)

Continued

Appendix 1. Controller Services

Description of processing

Where applicable, for the purposes of the SCCs, Agreement Personal Data is processed for the purposes of providing the Controller Services listed below and is processed for the duration of the Agreement. Processing operations may be set out more specifically in the Agreement and/or any applicable Statement of Work

Solution Line	Service	Type of Personal Data	Categories of Data Subject
Commercial Risk Solutions and Reinsurance Solutions	<p>(I) Insurance and reinsurance broking and consultancy services and (II)Aon M&A and Transaction Solutions (AMATS):</p> <p>(I) Advising on insurance and/or reinsurance contracts ("Contracts"), arranging deals in Contracts, making arrangements with a view to transactions in Contracts, dealing as agent in Contracts, and assisting in the administration and performance of Contracts and consulting on risks and insurance and re-insurance claims;</p> <p>(ii) Advising on risk and insurance, risk and insurance due diligence, cyber security consultancy and cyber due diligence, human capital due diligence (pensions, health and benefits, compensation), IP consultancy.</p>	<ul style="list-style-type: none"> • Basic personal details (name, address, date of birth, age, gender, nationality) • Family, lifestyle and social circumstances • Employment and professional qualifications • Information on account opening forms • Identification and verification data (including images of ID card or passport) • Financial details • Information about shareholdings where relevant to the insurance • Insurance details (type and amount of insurance, details of claim) • Medical history where relevant to the services 	<ul style="list-style-type: none"> • Insured individuals • Claimants • Beneficiaries

Appendix

Compensation for the Value We Deliver
Copy of Insurer Quote



Compensation for the Value We Deliver

Aon is an insurance broker and, when serving as your retail insurance broker, in addition to or in lieu of compensation you may pay, Aon may earn compensation which relates in whole or in part to your insurance placement.

For policy level commissions, Aon endeavors to receive compensation using standard commission rates by line of business that we seek to achieve with insurers in advance of individual policy placements. We believe this creates a fairer marketplace among insurers and allows our insurers to focus on the client's needs and risk history, not on commission rate negotiation. In turn, because insurers will be evaluated on their capabilities, clients will be able to more easily compare quotes.

Aon's standard commission rates differ by line of business and, when placed in the U.S. market, are up to the following commission rates: Aviation, 17.5%; Casualty, 18.5%; Cyber, 17.5%; Energy, 20%; Entertainment, 20%; Environmental, 18%; Marine 20%; Med Mal/Healthcare, 17.5%; Professional/ E&O, 17.5%; Property, 18%; Product Recall, 20%; Financial Lines, 18%; Healthcare, 20%; Surety, 35%; Terrorism, 25%; Trade Credit, 17.5%; and Workers Compensation, 15%. Where an Aon broker is placing a policy in the London or Bermuda market, Aon endeavors to earn 20% on those lines of business. Where Aon has created a facility with proprietary terms and conditions negotiated, the Aon standard commission rates range from 20% – 22.5%. Some lines of business are not conducive to standardization because they are subject to state filing regulations, state-specific rates and/or industry-specific rates. The standard commission rates we achieve do not include program business (e.g., franchises, sponsored groups) or large deductible programs.

In addition, Aon provides certain administrative and other related placement services to markets. Compensation of up to 7.5% for these services may take the form of a national additional commission (NAC) or a subscription market brokerage (SMB). Collecting these commissions will not change the premium quoted.

Compensation paid to Aon may vary based upon a number of factors, including the insurance contract and the insurer you select, the volume of business and/or profitability of business we place with each insurer. Therefore, Aon may be considered to have an incentive to place insurance coverages with a particular insurance company. We strive for transparency with each Client and the final decision regarding coverage and market options is the Client's decision.

If you are interested in receiving Aon's standard commission grid and/or a Commission Disclosure Report identifying the individual commission rates on your placements or compensation expected to be received based in whole or in part on any alternative quotes, ask your Account Executive or write us at aon.us.broking@aon.com.

Copy of Insurance Quote



TankSafe® Storage Tank Liability Insurance Policy

ACE American Insurance Company
436 Walnut Street
Philadelphia, PA 19106

(claims-made coverage)

Coverage Quotation

CHUBB ENVIRONMENTAL

TO: Damon Jones II
AON RISK SERVICES SOUTHWEST INC
5555 San Felipe, Suite 1500
Houston, TX 77056
damon.jones.ii@aon.com

QUOTATION # G24661337 016Q

INSURER: ACE American Insurance Company

A.M. BEST RATING: A++ XV

FIRST NAMED INSURED: City of Hollywood

ADDRESS: 2600 Hollywood Blvd
Hollywood, FL 33022

INCEPTION DATE: 12/07/2023

EXPIRATION DATE: 12/07/2024

RETROACTIVE DATE: See attached Schedule of Covered Storage Tanks

LIMITS OF LIABILITY	DEDUCTIBLE AMOUNT	TERM (YEARS)	PREMIUM	TRIA PREMIUM
\$1,000,000 Per Storage Tank Incident Limit of Liability (Claims and Remediation Costs) for USTs \$2,000,000 Aggregate Limit of Limit of Liability (Claims and Remediation Costs) for all Storage Tank Incidents \$2,000,000 Aggregate Limit of Limit of Liability for all Legal Defense Expense for all Storage Tank Incidents \$4,000,000 Total Policy Aggregate Limit of Liability for all Storage Tank Incidents	\$5,000 Per Storage Tank Incident	1	\$2,001	\$0

The premium in this quote includes commission in an amount equal to 0% of such premium.

State Surcharge	Rate	Amount
2022 Florida Insurance Guaranty Fund (FIGA) Regular Assessment Surcharge	0.7%	\$14.01
FIGA 2023 Emergency Assessment	1%	\$20.01

COMMISSION: 0%

***THE OPTIONAL TERRORISM RISK INSURANCE ACT (TRIA) PREMIUM AS QUOTED ABOVE IS THE ADDITIONAL PREMIUM THAT WILL BE INCLUDED IN THE TOTAL PREMIUM FOR THIS POLICY IF TRIA COVERAGE IS ELECTED. THIS CHARGE IS FOR TRIA COVERAGE PER THE ATTACHED DISCLOSURE LETTER. WE MUST RECEIVE A SIGNED COPY OF THE ATTACHED DISCLOSURE LETTER INDICATING THAT TRIA COVERAGE HAS BEEN ACCEPTED OR DECLINED.**

TERMS & CONDITIONS	
Covered Storage Tanks:	See attached Schedule of Covered Storage Tanks
Policy Form:	PF-31181 (10/10) TankSafe Policy Form (US) 10.2010 <u>As per policy form, known conditions under this policy are not covered.</u>
Additional Terms & Conditions:	<ol style="list-style-type: none"> 1. Premium is 0% Minimum-Earned as of inception of the Policy 2. PF-54022 (02/20) Extended Reporting Period Scope Confirmation (First-Party Discovery) Endorsement 3. PF-31172 (09/10) Financial Responsibility Condition 4. PF-31174 (09/10) Loading And Unloading Coverage (Time Element Reporting) Endorsement 5. PF-57403 (10/22) OTHER INSURANCE AMENDATORY ENDORSEMENT 6. PF-31164 (09/10) Schedule of Covered Storage Tanks 7. PF-47337b (12/20) Terrorism Risk Insurance Act (Florida-Specific) Endorsement 8. ALL-21101 (11/06) Trade Or Economic Sanctions Endorsement 9. PF-31833b (03/21) Florida Amendatory Endorsement 10. CC-1K11k (04/22) Signatures 11. ALL-5X45 (11/96) Questions About Your Insurance? 12. ALL-20887a (03/16) Chubb Producer Compensation Practices & Policies 13. ILP 001 01 04 U. S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
TRIA Forms:	1. TRIA11e (08/20) Disclosure Pursuant To Terrorism Risk Insurance Act
Value-Added Services	Chubb Environmental is committed to developing long-term relationships with our valued insureds. It is our philosophy to partner with our insureds and become an extension of their risk management team, in an effort to enhance the environmental risk management culture within their organization. Working with our insured's risk management team, Chubb Environmental will utilize Environmental Incident Alert, in addition to ESIS Health, Safety and Environmental Services, a Chubb loss control subsidiary, to customize and deliver quality environmental engineering risk control services focused on helping them minimize potential loss exposures. Environmental Incident Alert is a complimentary program developed to assist Chubb Environmental clients find and dispatch qualified incident response contractors, monitor cleanup costs (in real time) and mitigate potential liabilities associated with environmental releases.

ALL TERMS, CONDITIONS, AND PRICING ARE SUBJECT TO RECEIPT, REVIEW, AND APPROVAL OF THE FOLLOWING, PRIOR TO BINDING:

1. Receipt and review of completed and signed Chubb TankSafe application and tank inventory, prior to binding - received.

Policy Form	PF-31181 (10/10) TankSafe Policy Form (US) 10.2010 This quotation contemplates the use of Chubb forms, issued on the paper indicated above in this document. All terms and conditions are per those forms and endorsements unless otherwise noted herein.
OFAC	OFAC NOTICE: 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 proposed named insured has violated U.S. sanctions law or is a Specially Designated National or Blocked Person, as identified by OFAC, we reserve the right to withdraw this quote at any time prior to binding.
TRIA	TRIA NOTICE: Presently, the Terrorism Risk Insurance Act ("TRIA") expires on 12/31/27. The premium quoted above includes a separate premium charge for terrorism coverage over the entire Policy Period. In the unlikely event that you elect to receive TRIA coverage and it is not renewed before 12/31/27, or TRIA otherwise expires at some point during the Policy Period, we will refund the unearned portion of our TRIA premium to you on a pro-rata basis. In the event that new legislation is enacted requiring the Insurer to offer coverage for terrorism that is materially different than the coverage requirements included in the current version of TRIA that expires on 12/31/27, the Chubb Companies reserve the right to re-price and tailor TRIA coverage to conform with the statutory requirements and risks presented in the new legislation.
Disclaimer	<p>Please read this quotation carefully, as the limits, coverage and other terms and conditions may vary significantly from those requested in your submission and/or from the expiring policy. Terms and conditions that are not specifically mentioned in this quotation are not included. The terms and conditions of this quotation 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.</p> <p>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.</p> <p>This quotation has been constructed on reliance of the data provided in the submission. A material change or misrepresentation of that data voids this quotation.</p>
Premium Payment	IN THE EVENT COVERAGE IS BOUND, THE PREMIUM INDICATED ABOVE MUST BE REMITTED TO US WITHIN THIRTY (30) DAYS FROM THE DATE OF THE INVOICE AS OUTLINED ON YOUR AGENCY'S MONTHLY STATEMENT BILL.
eDelivery	Acceptance of this quote indicates the insured's consent to accept delivery of the policy by electronic means, including delivery of the policy as an e-mail attachment. We will deliver the policy to the email address shown above. If the insured would like to withdraw their consent to electronic delivery and exclusively receive a printed paper copy of the policy, please contact the undersigned.
Quotation Expiration	THIS BINDABLE QUOTATION SHALL EXPIRE AT 5:00 pm E.S.T. on: 12/07/2023

Thank you for the opportunity to quote on this risk. For underwriting questions or concerns, please contact TankSafe Policy Change at N/A or TankSafePolicyChange@Chubb.com.

SCHEDULE OF COVERED STORAGE TANKS

Insured Facility Name and Address	Tank ID No.	Tank Size (gal.)	Tank Type (UST or AST)	Retroactive Date
Hollywood City Marina 700 Polk Street Hollywood, Florida 33019	1	10,000	UST	12/07/2008
Hollywood City Marina 700 Polk Street Hollywood, Florida 33019	2	10,000	UST	12/07/2008



**POLICYHOLDER
DISCLOSURE NOTICE
OF TERRORISM
INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. 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. 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 will reimburse 80% 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 0, and does not include any charges for the portion of losses covered by the United States government under the Act.

I ACKNOWLEDGE THAT I HAVE BEEN NOTIFIED THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER MY POLICY COVERAGE MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE MY COVERAGE, AND I HAVE BEEN NOTIFIED OF THE PORTION OF MY PREMIUM ATTRIBUTABLE TO SUCH COVERAGE.

DECLARATIONS

This Policy is issued by the stock insurance company listed above (hereinafter *the Insurer*).

THIS POLICY PROVIDES COVERAGE FOR THIRD-PARTY LIABILITY ON A CLAIMS-MADE AND REPORTED BASIS, WHICH COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. THIS POLICY ALSO PROVIDES COVERAGE FOR FIRST-PARTY REMEDIATION COSTS ON A DISCOVERED AND REPORTED BASIS, WHICH COVERS ONLY STORAGE TANK INCIDENTS FIRST DISCOVERED AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD. PLEASE READ THIS POLICY CAREFULLY. SOME OF THE PROVISIONS CONTAINED IN THIS POLICY RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE YOUR RIGHTS AND DUTIES. LEGAL DEFENSE EXPENSES ARE SUBJECT TO AND WILL ERODE A SEPARATE AGGREGATE LIMIT OF LIABILITY. LEGAL DEFENSE EXPENSES ARE ALSO SUBJECT TO THE DEDUCTIBLE. THE DECLARATIONS, TOGETHER WITH THE COMPLETED AND SIGNED APPLICATION, THIS POLICY FORM, AND ANY ENDORSEMENTS OR SCHEDULES ATTACHED TO THIS POLICY FORM, CONSTITUTE THE INSURANCE POLICY.

Policy No.: G24661337 016Q	Renewal of: G24661337 015									
Item 1. First Named Insured: City of Hollywood Principal Address: 2600 Hollywood Blvd Hollywood, FL 33022										
Item 2. Policy Period: From 12:01 A.M. on 12/07/2023 to 12:01 A.M. on 12/07/2024 (Local time at the address shown in Item 1.)										
Item 3. Retroactive Date: Per Schedule of Covered Storage Tank Endorsement										
Item 4. Limits of Liability:										
a. \$1,000,000	Per Storage Tank Incident Limit of Liability (Claims and Remediation Costs)									
b. \$2,000,000	Aggregate Limit of Liability (Claims and Remediation Costs) for all Storage Tank Incidents									
c. \$2,000,000	Aggregate Limit of Liability for all Legal Defense Expenses for all Storage Tank Incidents									
d. \$4,000,000	<u>Total Policy Aggregate Limit of Liability for all Storage Tank Incidents</u>									
Item 5. Deductible: \$5,000 Per Storage Tank Incident										
Item 6. Premium: \$2,035.02 (Includes applicable taxes and surcharges)										
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">State Surcharge</th> <th style="width: 20%;">Rate</th> <th style="width: 30%;">Amount</th> </tr> </thead> <tbody> <tr> <td>2022 Florida Insurance Guaranty Fund (FIGA) Regular Assessment Surcharge</td> <td style="text-align: center;">0.7%</td> <td style="text-align: right;">\$14.01</td> </tr> <tr> <td>FIGA 2023 Emergency Assessment</td> <td style="text-align: center;">1%</td> <td style="text-align: right;">\$20.01</td> </tr> </tbody> </table>		State Surcharge	Rate	Amount	2022 Florida Insurance Guaranty Fund (FIGA) Regular Assessment Surcharge	0.7%	\$14.01	FIGA 2023 Emergency Assessment	1%	\$20.01
State Surcharge	Rate	Amount								
2022 Florida Insurance Guaranty Fund (FIGA) Regular Assessment Surcharge	0.7%	\$14.01								
FIGA 2023 Emergency Assessment	1%	\$20.01								
*This premium shall be 0% minimum-earned as of the inception date of the policy identified in Item 2., above.										

Item 7. Notice to Insurer:

a. Notice of Claim or Storage Tank Incident:

Chubb Environmental Claims Manager
Chubb USA Claims
P.O. Box 5103
Scranton, PA 18505-0510
Fax: (866) 635-5687

First Notice Fax: (800) 951-4119

First Notice Email:

CasualtyRiskEnvironmentalFirstNotice@chubb.com

b. All Other Notices:

Environmental Underwriting Officer
Chubb Environmental
P.O. Box 1000
436 Walnut Street – WA 07A
Philadelphia, PA 19106

**Item 8. Schedule of Covered Underground Storage Tanks:
Per Schedule of Covered Storage Tank Endorsement**

**Item 9. Schedule of Covered Aboveground Storage Tanks:
Not applicable**

**Item 10. Producer Name and Address: AON RISK SERVICES SOUTHWEST INC
5555 San Felipe, Suite 1500
Houston, TX 77056**

Endorsements and Notices Attached at Policy Issuance:

Total Policy Surcharges: **\$34.02**

*This premium shall be 0% minimum-earned as of the inception date of the policy identified in Item 2., above.

Item 7. Notice to Insurer:

a. Notice of Claim or Storage Tank Incident:

Chubb Environmental Claims Manager
Chubb USA Claims
P.O. Box 5103
Scranton, PA 18505-0510
Fax: (866) 635-5687

First Notice Fax: (800) 951-4119

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b. All Other Notices:

Environmental Underwriting Officer
Chubb Environmental
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Not applicable**

**Item 10. Producer Name and Address: AON RISK SERVICES SOUTHWEST INC
5555 San Felipe, Suite 1500
Houston, TX 77056**

Endorsements and Notices Attached at Policy Issuance:

Endorsement Number:	Form Number:	Form Name:
001	PF-54022 (02/20)	Extended Reporting Period Scope Confirmation (First-Party Discovery) Endorsement
002	PF-31172 (09/10)	Financial Responsibility Condition
003	PF-31174 (09/10)	Loading And Unloading Coverage (Time Element Reporting) Endorsement
004	PF-57403 (10/22)	OTHER INSURANCE AMENDATORY ENDORSEMENT
005	PF-31164 (09/10)	Schedule of Covered Storage Tanks
006	PF-47337b (12/20)	Terrorism Risk Insurance Act (Florida-Specific) Endorsement
007	ALL-21101 (11/06)	Trade Or Economic Sanctions Endorsement
008	TRIA11e (08/20)	Disclosure Pursuant To Terrorism Risk Insurance Act
009	PF-31833b (03/21)	Florida Amendatory Endorsement
010	CC-1K11k (04/22)	Signatures
	ALL-5X45 (11/96)	Questions About Your Insurance?
	ALL-20887a (03/16)	Chubb Producer Compensation Practices & Policies
	ILP 001 01 04	U. S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders

IN WITNESS WHEREOF, the Insurer has caused this Policy to be countersigned by a duly authorized representative of the Insurer.

DATE: _____
MO/DAY/YR.



JOHN J. LUPICA, President

AUTHORIZED REPRESENTATIVE

**Storage Tank Liability
Insurance Policy**

This Policy is issued by the stock insurance company identified in the Declarations (hereinafter *the Insurer*).

THIS POLICY PROVIDES COVERAGE FOR THIRD-PARTY LIABILITY ON A CLAIMS-MADE AND REPORTED BASIS, WHICH COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. THIS POLICY ALSO PROVIDES COVERAGE FOR FIRST-PARTY REMEDIATION COSTS ON A DISCOVERED AND REPORTED BASIS, WHICH COVERS ONLY STORAGE TANK INCIDENTS FIRST DISCOVERED AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD. PLEASE READ THIS POLICY CAREFULLY. SOME OF THE PROVISIONS CONTAINED IN THIS POLICY RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE YOUR RIGHTS AND DUTIES. LEGAL DEFENSE EXPENSES ARE SUBJECT TO AND WILL ERODE A SEPARATE AGGREGATE LIMIT OF LIABILITY. LEGAL DEFENSE EXPENSES ARE ALSO SUBJECT TO THE DEDUCTIBLE. THE DECLARATIONS, TOGETHER WITH THE COMPLETED AND SIGNED APPLICATION, THIS POLICY FORM, AND ANY ENDORSEMENTS OR SCHEDULES ATTACHED TO THIS POLICY FORM, CONSTITUTE THE INSURANCE POLICY.

Throughout this Policy the words *the Insurer* shall refer to the stock insurance company providing this insurance. Other words and phrases that appear in quotation marks have special meanings and are defined in Section **IV., DEFINITIONS**, of this Policy.

In consideration of the payment of the Premium and in reliance upon all statements made in the Application including the information furnished in connection therewith, and subject to all terms, definitions, conditions, exclusions, and limitations of this Policy, the Insurer agrees to provide insurance coverage to the “insured” as described herein.

I. INSURING AGREEMENTS

The Insurer agrees to pay on behalf of the “insured” for:

A. THIRD-PARTY CLAIMS AND FIRST PARTY REMEDIATION COSTS (Coverage A.)

“Claims” and “remediation costs”, in excess of the deductible amount identified in Item **5.** of the Declarations to this Policy, arising out of a “storage tank incident”, provided that the “claim” is first made, or the “insured” first discovers the “storage tank incident”, during the “policy period”. Any such “claim” must be reported to the Insurer, in writing, during the “policy period” or any applicable “extended reporting period”. Any such discovery of a “storage tank incident” must be reported to the Insurer, in writing, during the “policy period”.

The coverage afforded pursuant to this Coverage **A.** only applies to “storage tank incidents” that first commence on or after the Retroactive Date, if any, identified in Item **3.** of the Declarations and before the end of the “policy period”. If no Retroactive Date is identified in the Declarations, or any endorsement attached to this Policy, the “storage tank incident” must first commence during the “policy period”.

B. LEGAL DEFENSE EXPENSES (Coverage B.)

“Legal defense expense”, in excess of the deductible amount identified in Item **5.** of the Declarations to this Policy, necessarily incurred to respond to a “claim” pursuant to Coverage **A.**, above, to which this insurance applies.

II. LIMITS OF LIABILITY AND DEDUCTIBLE

- A.** The Insurer’s obligation to pay for “claims”, “remediation costs” and “legal defense expenses” shall be reduced by the deductible amount identified in Item **5.** of the Declarations to this Policy. If the sum of the

“claim” or “remediation costs” is less than the Per Storage Tank Incident Limit of Liability identified in Item **4.a.** of the Declarations, the Insurer may pay all or part of the deductible amount to effect settlement of any “claim”. Upon notification of the Insurer’s payment of such deductible amount, the “first named insured” shall promptly reimburse the Insurer for the deductible amount that the Insurer has paid on its behalf.

- B.** One deductible shall apply to all “claims”, “remediation costs” and “legal defense expenses” arising from the same, continuous, repeated, or related “storage tank incident”.
- C.** With respect to Coverage **A.**, and subject to Subsections **D.** and **F.**, below, the most the Insurer shall pay for all “claims” and “remediation costs” arising out of the same, continuous, repeated, or related “storage tank incident” is the Per Storage Tank Incident Limit of Liability identified in Item **4.a.** of the Declarations to this Policy.
- D.** With respect to Coverage **A.**, and subject to Subsection **F.**, below, the Aggregate Limit of Liability identified in Item **4.b** of the Declarations to this Policy shall be the maximum liability of the Insurer pursuant to this Policy for all “claims” and “remediation costs” arising out of all “storage tank incidents” to which this insurance applies.
- E.** With respect to Coverage **B.**, and Subject to Subsection **F.**, below, the Aggregate Limit of Liability identified in Item **4.c.** of the Declarations to this Policy shall be the maximum liability of the Insurer pursuant to this Policy for “legal defense expense” necessarily incurred to respond to all “claims” arising out of all “storage tank incidents” to which this insurance applies.
- F.** The Total Policy Aggregate Limit of Liability identified in Item **4.d.** of the Declarations to this Policy shall be the maximum liability of the Insurer pursuant to this Policy with respect to all “claims”, “remediation costs” and “legal defense expense” arising out of all “storage tank incidents” to which Coverages **A.** and **B.** of this insurance apply.
- G.** If the Insurer or an affiliate has issued claims-made liability coverage for a “covered underground storage tank” or a “covered aboveground storage tank” in one or more policy periods, and a “storage tank incident” is first discovered and reported to the Insurer in accordance with the terms and conditions of this Policy, then:
 - 1.** All such continuous, repeated, or related “storage tank incidents” that are subsequently reported to the Insurer during later policy periods shall be deemed to be one “storage tank incident” discovered during this “policy period”; and
 - 2.** All “claims” arising out of a “storage tank incident” that was discovered during this “policy period”, including any continuous, repeated, or related “storage tank incident”, shall be deemed to have been first made and reported during this “policy period”,and no other policy shall respond.

III. DEFENSE AND SETTLEMENT

- A.** The Insurer shall have the right and, subject to the deductible obligation identified in Item **5.** of the Declarations to this Policy, the duty to defend the “insured” against any “claim” to which this insurance applies. The Insurer shall have no duty to defend the “insured” against any “claim” to which this insurance does not apply. The Insurer’s duty to defend ends when:
 - 1.** The Limits of Liability identified in Items **4.a.**, **4.b.** or **4.d.** are exhausted or are tendered into a court of applicable jurisdiction;
 - 2.** The “insured” refuses a settlement offer as provided in Subsection **D.**, below; or
 - 3.** The Limits of Liability identified in Items **4.c.** are exhausted,whichever occurs first.
- B.** The Insurer shall have the right to select legal counsel to represent the “insured” for the investigation, adjustment, and defense of any “claims” covered pursuant to this Policy. Selection of legal counsel by the Insurer shall not be done without the consent of the “insured”; such consent shall not be unreasonably

withheld. "Legal defense expenses" incurred prior to the selection of legal counsel by the Insurer shall not be covered pursuant to this Policy, or credited against the deductible.

In the event the "insured" is entitled by law to select independent counsel to defend itself at the Insurer's expense, the attorney fees and all other litigation expenses the Insurer must pay to that counsel are limited to the rates the Insurer actually pays to counsel that the Insurer normally retains in the ordinary course of business when defending "claims" or lawsuits of similar complexity in the jurisdiction where the "claim" arose or is being defended. In addition, the "insured" and the Insurer agree that the Insurer may exercise the right to require that such counsel: **1)** have certain minimum qualifications with respect to their competency, including experience in defending "claims" similar to those being asserted against the "insured"; **2)** maintain suitable errors and omissions insurance coverage; **3)** be located within a reasonable proximity to the jurisdiction of the "claim"; and **4)** agree in writing to respond in a timely manner to the Insurer's requests for information regarding the "claim". The "insured" may at anytime, by its signed consent, freely and fully waive its right to select independent counsel.

- C. "Legal defense expenses" reduce the Limits of Liability identified in Items **4.c.** and **4.d.** of the Declarations to this Policy and shall be subject to the deductible obligation.
- D. The Insurer shall present all settlement offers to the "insured". If the Insurer recommends a settlement which is acceptable to the claimants, within the Limits of Liability, and does not impose any additional unreasonable burdens on the "insured", and the "insured" refuses to consent to such settlement offer, then the Insurer's duty to defend shall end. The "insured" shall defend such "claim" independently. The Insurer's liability pursuant to this Policy shall not exceed the amount for which the "claim" could have been settled if the Insurer's recommendation had been accepted by the "insured", exclusive of the deductible obligation.

IV. COVERAGE TERRITORY

The coverage afforded pursuant to this Policy shall only apply to "storage tank incidents" located, and "claims" made, within the United States of America.

V. DEFINITIONS

- A. "**Additional insured**" means any person or entity specifically endorsed onto this Policy as an "additional insured", if any. Such "additional insured" shall maintain only those rights pursuant to this Policy as are specified by endorsement.
- B. "**Bodily injury**" means physical injury or illness, disease, mental anguish, or emotional distress sustained by any person, including death resulting therefrom.
- C. "**Claim**" means the written assertion of a legal right received by the "insured" from a third-party, including, but not limited to, suits or other actions alleging responsibility or liability on the part of the "insured" for "bodily injury" or "property damage" arising out of a "storage tank incident".
- D. "**Corrective action costs**" means expenses necessarily incurred by an "insured" to investigate, quantify, assess, monitor, abate, remove, dispose, treat, neutralize or immobilize "storage tank incidents" to the extent required by 40 CFR Sections 280.60-280.67 and 40 CFR Section 280.72 promulgated by the Federal Environmental Protection Agency, or other "environmental law".
- E. "**Covered aboveground storage tank**" means a stationary petroleum product-containing tank, and associated piping and appurtenances connected thereto, with less than ten percent (10%) of its volume below ground, but solely to the extent that such tank is identified in the Schedule of Covered Aboveground Storage Tanks identified in Item 9. of the Declarations to this Policy, or any Schedule of Covered Storage Tanks added to this Policy by endorsement.
- F. "**Covered underground storage tank**" means a petroleum product-containing tank, and associated piping and appurtenances connected thereto, with more than ten percent (10%) of its volume below ground, but solely to the extent that such tank is identified in the Schedule of Covered Underground Storage Tanks identified in Item 8. of the Declarations to this Policy, or any Schedule of Covered Storage Tanks added to this Policy by endorsement.

- G. “Emergency response”** means actions taken by the “insured” to abate and/or respond to an imminent and substantial threat to human health or the environment arising from a “storage tank incident”.
- H. “Environmental laws”** means any federal, state, municipal or other local laws, statutes, ordinances, regulations, and all amendments thereto, including state voluntary cleanup programs or risk-based corrective action guidance, governing the liabilities and legal obligations of the “insured” with respect to “covered aboveground storage tanks” or “covered underground storage tanks”.
- I. “Extended reporting period”** means the additional period of time in which to report a “claim” first made against the “insured” during or subsequent to the end of the “policy period” arising from a “storage tank incident” to which this insurance applies. Such “storage tank incident” must commence on or after any applicable Retroactive Date identified in Item 3. of the Declarations to this Policy, but before the end of the “policy period”. If no Retroactive Date is identified in the Declarations or any endorsement attached to this Policy, the “storage tank incident” must first commence during the “policy period”.
- J. “First named insured”** means the person or entity as identified in Item 1. of the Declarations to this Policy. The “first named insured” is the party responsible for the payment of any premiums and the payment of any applicable deductible amounts. The “first named insured” shall also serve as the sole agent on behalf of all “insureds” with respect to the provision and receipt of notices, including notice of cancellation or non-renewal, receipt and acceptance of any endorsements or any other changes to this Policy, return of any premium, assignment of any interest pursuant to this Policy, as well as the exercise of any applicable “extended reporting period”, unless any such responsibilities are otherwise designated by endorsement.
- K. “Government action”** means action taken or liability imposed by any federal, state, municipal or other local government agency or body acting pursuant to the authority of “environmental laws”.
- L. “Insured”** means the “first named insured”, any “named insured”, any “additional insured”, and any past or present director or officer of, partner in, or employee of, any “insured” while acting within the scope of his or her duties as such.
- M. “Legal defense expense”** means reasonable legal costs, charges, and expenses, including expert charges, incurred by the “insured” in the investigation, adjustment, or defense of a “claim”.
- N. “Named insured”** means any person or entity specifically endorsed onto this Policy as a “named insured”, if any. Such “named insured” shall maintain the same scope of coverage pursuant to this Policy as the “first named insured”.
- O. “Natural resource damages”** means damages for, injury to, destruction of, or loss of fish, wildlife, biota, land, air, water, groundwater, drinking water supplies, and other similar resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States, any state or local government, or any Native American Tribe, including the reasonable costs of assessing such injury, destruction or loss resulting therefrom.
- P. “Policy period”** means that period of time identified in Item 2. of the Declarations to this Policy, or any shorter period resulting from the cancellation of this Policy.
- Q. “Pollution condition”** means any spilling, leaking, emitting, discharging, dispersing, seeping, escaping or releasing of the contents of any “covered underground storage tank” or “covered aboveground storage tank” into surface soils, subsurface soils, surface water, sediments or groundwater.
- R. “Property damage”** means:
1. Physical injury to, or destruction of, tangible property of a third-party, including all resulting loss of use of that property;
 2. Loss of use of tangible property of a third-party, that is not physically injured or destroyed;
 3. Diminished value of tangible property owned by a third-party; or
 4. “Natural resource damages”.
- S. “Remediation costs”** means :

1. With respect to “covered aboveground storage tanks”, only, reasonable expenses incurred to investigate, quantify, monitor, mitigate, abate, remove, dispose, treat, neutralize, or immobilize a “storage tank incident” to the extent required by “environmental law”; and
2. With respect to “covered underground ground storage tanks”, only, “corrective action costs”.

“**Remediation costs**” shall also include:

1. Reasonable legal cost, where such cost has been incurred by an “insured” with the written consent of the Insurer; and
2. “Replacement costs”.

T. “Replacement costs” means reasonable expenses required to restore, repair or replace real property, or physical improvements thereto, damaged during the course of responding to a “storage tank incident”. “Replacement costs” do not include costs associated with improvements or betterments, or any costs associated with the repair, replacement, or upgrading of any “covered underground storage tank” or “covered aboveground storage tank”.

U. “Responsible insured” means any employee of a “named insured” responsible for environmental affairs, control, or compliance, and any officer of, director of, or partner in, a “named insured”.

V. “Storage tank incident” means a “pollution condition” resulting from a “covered underground storage tank” or a “covered aboveground storage tank”. The entirety of continuous or repeated “pollution conditions” resulting from the same “covered underground storage tank” or “covered aboveground storage tank” shall be deemed to be one “storage tank incident”.

W. “Terrorism” means activities against persons, organizations or property of any nature:

1. That involve 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. When one or both of the following applies:
 - a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

X. “War” means war, whether or not declared, civil war, martial law, insurrection, revolution, invasion, bombardment or any use of military force, usurped power or confiscation, nationalization or damage of property by any government, military or other authority.

VI. EXCLUSIONS

This insurance does not apply to:

A. Contractual Liability

“Claims”, “remediation costs” or “legal defense expenses” arising out of or related to any liability of others assumed by an “insured” through contract or agreement, except if the liability would have attached to such “insured” in the absence of such contract or agreement.

This exclusion does not apply to those contracts identified in the Schedule of Insured Contracts endorsed to this Policy, if any.

B. Employers Liability

“Claims” for “bodily injury” to:

1. An “insured” or an employee of its parent, subsidiary or affiliate
 - a. Arising out of and in the course of employment by the “insured” or its parent, subsidiary or affiliate; or
 - b. Performing duties related to the conduct of the “named insured’s” business.
2. The spouse, child, parent, brother or sister of such “insured” or employee of its parent, subsidiary or affiliate as a consequence of Paragraph 1., above.

This exclusion shall apply:

1. Whether the “insured” may be liable as an employer or in any other capacity;
2. To any obligation to share damages with or repay someone else who must pay damages because of such “bodily injury”; and
3. To all “legal defense expense” associated with such “claims”.

C. Fines and Penalties

Payment of fines, penalties, punitive, exemplary or multiplied damages, or any associated “claims” seeking exclusively injunctive relief in addition to such fines, penalties or damages.

This exclusion shall apply to any “legal defense expense” associated with such fines, penalties or damages.

D. First-Party Property Damage

“Claims” or “legal defense expenses” arising out of or related to damage to real or personal property owned by, leased to, loaned to, or rented by, an “insured”, or otherwise in the care, custody, or control of an “insured”.

This exclusion does not apply to “remediation costs”.

E. Fraud or Misrepresentation

“Claims”, “remediation costs” or “legal defense expenses” arising out of or related to fraudulent acts or material misrepresentations on the part of any “insured”, which would have affected the Insurer’s decision to issue this Policy pursuant to the financial terms identified in the Declarations of this Policy.

F. Known Conditions

“Claims”, “remediation costs” or “legal defense expenses” arising out of or related to “storage tank incidents” in existence prior to the “policy period” and reported to a “responsible insured”, but not disclosed to the Insurer in writing.

G. Insured’s Internal Expenses

“Claims”, “remediation costs” or “legal defense expenses” arising out of or related to expenses incurred by an “insured” for services performed by salaried staff or employees of an “insured”.

H. Intentional Non-Compliance

“Claims”, “remediation costs” or “legal defense expenses” arising out of or related to the intentional disregard of, or knowing, willful or deliberate non-compliance with, any statute, regulation, administrative complaint, notice of violation, notice letter, instruction of any governmental agency or body, or executive, judicial or administrative order by a “responsible insured”.

I. Lead-Based Paint and Asbestos

“Claims”, “remediation costs” or “legal defense expenses” arising out of or related to the presence of lead-based paint, asbestos, or asbestos-containing materials, in, on, or applied to any structure, including, but not limited to, a “covered underground storage tank” or “covered aboveground storage tank”.

J. Nuclear Hazard

1. “Claims”, “remediation costs” or “legal defense expenses”:

- a. With respect to which the “insured” pursuant to this Policy is also an “insured” pursuant to a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Association of Canada, or would be an “insured” pursuant to any such policy but for its termination upon exhaustion of its limits of liability; or
 - b. Resulting from the hazardous properties of nuclear material and with respect to which:
 - (1) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - (2) The “insured” is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, pursuant to any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. “Claims”, “remediation costs” or “legal defense expenses” arising out of or related to the hazardous properties of nuclear material, if:
- a. The nuclear material
 - (1) Is at any nuclear facility owned by, or operated by or on behalf of the “insured”; or
 - (2) Has been discharged or dispersed 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 or on behalf of the “insured”; or
 - c. The “bodily injury” or “property damage” 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, located within the United States of America, its territories or possessions or Canada.
3. As used in this exclusion:
- a. Hazardous properties include radioactive, toxic, or explosive properties.
 - b. Nuclear material means source material, special nuclear material, or byproduct material.
 - c. Source material, special nuclear material, and byproduct material have the meanings given them in the Atomic Energy Act of 1954 or in 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 byproduct material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content; and
 - (2) Resulting from the operation by any person or organization of any nuclear facility included pursuant to the first two paragraphs of the definition of nuclear facility;
 - f. Nuclear facility means:
 - (1) Any nuclear reactor;
 - (2) Any equipment or device designed or used for
 - (a) Separating the isotopes of uranium or plutonium;
 - (b) Processing or utilizing spent fuel; or
 - (c) Handling, processing or packaging waste;

- (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 custody of the "insured" 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 the storage or disposal of waste;
 - (5) 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. "Property damage" includes all forms of radioactive contamination of property.

K. Regulatory Compliance

"Claims", "remediation costs" or "legal defense expenses" arising out of or related to any "storage tank incident" involving a "covered aboveground storage tank" or "covered underground storage tank" that was not in compliance with all applicable "environmental laws" prior to such "storage tank incident".

L. Storage Tank Contents

"Claims", "remediation costs" or "legal defense expenses" arising out of or related to costs associated with the loss, removal, replacement, re-use, or recycling of the contents of any "covered underground storage tank" or "covered aboveground storage tank".

M. War or Terrorism

"Claims", "remediation costs" or "legal defense expenses" arising out of or related to "storage tank incidents" attributable, whether directly or indirectly, to any acts that involve, or that involve preparation for, "war" or "terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

VII. REPORTING AND COOPERATION

- A.** The "insured" must see to it that the Insurer receives written notice of any "claim" or "storage tank incident", as soon as possible, but in no event more than seven (7) days after a "responsible insured" first became aware of, or should have become aware of, such "claim" or "storage tank incident". Such notice shall be provided to the Insurer at the address identified in Item 7.a. of the Declarations to this Policy and should include reasonably detailed information as to:
- 1. The identity of the "insured", including contact information for an appropriate person to contact regarding the handling of the "claim" or "storage tank incident";
 - 2. The identity of "covered aboveground storage tank" or "covered underground storage tank";
 - 3. The nature of the "claim" or "storage tank incident"; and
 - 4. Any steps undertaken by the "insured" to respond to the "claim" or "storage tank incident".
- B.** The "insured" must:
- 1. Immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with any "claim";
 - 2. Authorize the Insurer to obtain records and other information;
 - 3. Cooperate with the Insurer in the investigation, settlement or defense of the "claim";
 - 4. Assist the Insurer, upon the Insurer's request, in the enforcement of any right against any person or organization which may be liable to the "insured" because of "bodily injury", "property damage", "remediation costs" or "legal defense expense" to which this Policy may apply; and

5. Provide the Insurer with such information and cooperation as it may reasonably require.
- C. No "insured" shall make or authorize an admission of liability or attempt to settle or otherwise dispose of any "claim" without the written consent of the Insurer. Nor shall any "insured" incur any "remediation costs" without the prior express written consent of the Insurer, except in the event of an "emergency response".
- D. Upon the discovery of a "storage tank incident", the "insured" shall make every attempt to mitigate any loss and comply with applicable "environmental laws". The "insured" must cooperate with the Insurer in the selection and retention of qualified contractors or consultants. The Insurer shall have the primary responsibility, but not the duty, to select, retain, and oversee such contractors or consultants, on behalf of the "insured". Any "remediation costs" incurred by the Insurer shall be deemed incurred by the "insured", and shall be subject to the deductible obligation and Limits of Liability of this Policy.

VIII. EXTENDED REPORTING PERIOD

- A. The "first named insured" shall be entitled to a basic "extended reporting period", and may purchase an optional supplemental "extended reporting period", following cancellation, as described Section IX., **GENERAL CONDITIONS**, Subsection A., or nonrenewal.
- B. "Extended reporting periods" shall not reinstate or increase the Limits of Liability. "Extended reporting periods" shall not extend the "policy period" or change the scope of coverage provided. A "claim" first made against an "insured" and reported to the Insurer within the basic "extended reporting period" or supplemental "extended reporting period", whichever is applicable, shall be deemed to have been made on the last day of the "policy period".
- C. Provided the "first named insured" has not purchased any other insurance to replace this Policy, the "named insured" shall have a one hundred and eighty (180) day basic "extended reporting period" without additional charge.
- D. Provided the "first named insured" has not purchased any other insurance to replace this Policy, the "named insured" shall also be entitled to purchase a supplemental "extended reporting period" of up to thirty (30) months for not more than two hundred percent (200%) of the full Premium identified in Item 6. of the Declarations to this Policy. Such supplemental "extended reporting period" starts when the basic "extended reporting period" ends. The Insurer shall issue an endorsement providing a supplemental "extended reporting period" provided that the "first named insured":
 1. Makes a written request, to the address identified in Item 7.b. of the Declarations to this Policy, for such endorsement which the Insurer receives prior to the expiration of the "policy period"; and
 2. Pays the additional Premium when due. If that additional Premium is paid when due, the supplemental "extended reporting period" may not be cancelled by the Insurer, provided that all other terms and conditions of the Policy are met.

IX. GENERAL CONDITIONS

A. Cancellation

1. This Policy may be cancelled only by the "first named insured", or through the "first named insured's" agent, by mailing to the Insurer at the address identified in Item 7.b. of the Declarations to this Policy, written notice stating when such cancellation shall be effective.
2. This Policy may be cancelled by the Insurer for the following reasons:
 - a. Non-payment of premium;
 - b. Fraud or material misrepresentation on the part of any "insured"; or
 - c. Change in use or operation of a "covered underground storage tank" or "covered aboveground storage tank" from the use contemplated in the Application and supporting materials that materially increases the likelihood of "claims" or "storage tank incidents",

by mailing to the "first named insured" at the "first named insured's" last known address, written notice stating when, not less than sixty (60) days thereafter, fifteen (15) days if cancellation is for non-payment of any unpaid portion of the premium, such cancellation shall be effective. The mailing of notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall be the end of the "policy period".

Subparagraph **2.b.**, herein, shall apply only to that "insured" that engages in the fraud or misrepresentation, or any other "insured" who is a parent corporation, subsidiary, employer of, or otherwise affiliated by ownership with, such "insured".

3. In the event of cancellation, the premium percentage identified in Item **6.** of the Declarations to this Policy shall be the minimum-earned premium upon the inception date of this Policy. Thereafter, the remaining unearned premium, if any, shall be deemed earned by the Insurer on a *pro rata* basis over the remainder of the "policy period". Any unearned premium amounts due the "first named insured" upon cancellation of this Policy shall be calculated on a *pro rata* basis and refunded within thirty (30) days of the effective date of cancellation.

B. Inspection and Audit

To the extent of the "insured's" ability to provide such access, and with reasonable notice to the "insured", the Insurer shall be permitted, but not obligated, to inspect any "covered aboveground storage tank" or "covered underground storage tank". The "insured" shall have the concurrent right to collect split samples. Neither the Insurer's right to make inspections, the making of said inspections, nor any report thereon, shall constitute an undertaking, on behalf of or for the benefit of the "insured" or others, to determine or warrant that such property or operations are safe or in compliance with "environmental laws", or any other laws.

The Insurer may examine and audit the "insured's" books and records during this "policy period" and extensions thereof and within three (3) years after the final termination of this Policy.

C. Legal Action Against the Insurer

No person or organization other than an "insured" has a right pursuant to this Policy:

1. To join the Insurer as a party or otherwise bring the Insurer into a suit against any "insured"; or
2. To sue the Insurer in connection with this insurance unless all of the Policy terms have been fully complied with.

D. Bankruptcy

The insolvency or bankruptcy of any "insured" or any "insured's" estate shall not relieve the Insurer of its obligations pursuant to this Policy. However, any such insolvency or bankruptcy of the "insured" or any "insured's" estate shall not relieve the "first named insured" of its deductible obligation pursuant to this Policy. This insurance shall not replace any other insurance to which this Policy is excess, nor shall this Policy drop down to be primary, in the event of the insolvency or bankruptcy of any underlying insurer.

E. Subrogation

In the event of any payment pursuant to this Policy by the Insurer, the Insurer shall be subrogated to all of the rights of recovery against any person or organization, and the "insured" shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The "insureds" shall do nothing to prejudice such rights. Any recovery as a result of subrogation proceedings arising pursuant to this Policy shall accrue first to the "insureds" to the extent of any payments in excess of the limit of coverage; then to the Insurer to the extent of its payment pursuant to the Policy; and then to the "insured" to the extent of the deductible. Expenses incurred in such subrogation proceedings shall be apportioned among the interested parties in the recovery in the proportion that each interested party's share in the recovery bears to the total recovery.

F. Representations

By accepting this Policy, the “first named insured” agrees that:

1. The statements in the Declarations, schedules, and application for this Policy are accurate and complete;
2. Those statements are based upon representations the “first named insured” made to the Insurer; and
3. This Policy has been issued in reliance upon the “first named insured’s” representations.

G. Separation of Insureds

Except with respect to the Limits of Liability, Cancellation Conditions **2.a.** and **2.c.**, the Fraud or Misrepresentation Exclusion, the Intentional Non-Compliance Exclusion, the Known Conditions Exclusion, the Regulatory Compliance Exclusion and any obligations specifically assigned to the “first named insured”, this Policy applies:

1. As if each “named insured” were the only “insured”; and
2. Separately to each “named insured” against whom a “claim” is made.

H. Other Insurance

If other valid and collectible insurance is available to any “insured” covering a loss also covered by this Policy, other than a policy that is specifically written to apply in excess of this Policy, the insurance afforded by this Policy shall apply in excess of and shall not contribute with such other insurance.

I. Jurisdiction and Venue

It is agreed that in the event of the failure of the Insurer to pay any amount claimed to be due hereunder, the Insurer and the “insured” shall submit to the exclusive jurisdiction of the State of New York and shall comply with all requirements necessary to give such court jurisdiction. Nothing in this clause constitutes or should be understood to constitute a waiver of the Insurer’s right to remove an action to a United States District Court.

J. Choice of Law

All matters arising hereunder including questions relating to the validity, interpretation, performance, and enforcement of this Policy, including the rights, duties and obligations thereunder, shall be determined in accordance with the law and practices of the State of New York.

K. Changes and Assignment

Notice to or knowledge possessed by any person shall not effect waiver or change in any part of this Policy or estop the Insurer from asserting any right pursuant to the terms of this Policy. The terms, definitions, conditions, exclusions and limitations of this Policy shall not be waived or changed, and no assignment of any interest in this Policy shall bind the Insurer, except as provided by endorsement and attached to this Policy.

L. Headings

The descriptions in the headings and sub-headings of this Policy are inserted solely for convenience and do not constitute any part of the terms or conditions hereof.

M. Consent

Where the consent of the Insurer, or an “insured”, is required pursuant to this Policy, such consent shall not be unreasonably withheld, delayed, conditioned, or denied.

EXTENDED REPORTING PERIOD SCOPE CONFIRMATION (FIRST-PARTY DISCOVERY) ENDORSEMENT

Named Insured City of Hollywood			Endorsement Number 001
Policy Symbol TSP	Policy Number G24661337 016Q	Policy Period 12/07/2023 to 12/07/2024	Effective Date of Endorsement 12/07/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

TANKSAFE® STORAGE TANK LIABILITY INSURANCE POLICY

The “insured” and the Insurer hereby agree to the following changes to this Policy:

- I.** The notice banner on the Declarations and Page 1. of this Policy is hereby deleted in its entirety and replaced with the following:

THIS POLICY PROVIDES COVERAGE FOR THIRD-PARTY LIABILITY ON A CLAIMS-MADE AND REPORTED BASIS, WHICH COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. THIS POLICY ALSO PROVIDES COVERAGE FOR FIRST-PARTY REMEDIATION COSTS ON A DISCOVERED AND REPORTED BASIS, WHICH COVERS ONLY STORAGE TANK INCIDENTS FIRST DISCOVERED AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. PLEASE READ THIS POLICY CAREFULLY. SOME OF THE PROVISIONS CONTAINED IN THIS POLICY RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE YOUR RIGHTS AND DUTIES. LEGAL DEFENSE EXPENSES ARE SUBJECT TO AND WILL ERODE A SEPARATE AGGREGATE LIMIT OF LIABILITY. LEGAL DEFENSE EXPENSES ARE ALSO SUBJECT TO THE DEDUCTIBLE. THE DECLARATIONS, TOGETHER WITH THE COMPLETED AND SIGNED APPLICATION, THIS POLICY FORM, AND ANY ENDORSEMENTS OR SCHEDULES ATTACHED TO THIS POLICY FORM, CONSTITUTE THE INSURANCE POLICY.

- II.** Section I., **INSURING AGREEMENTS**, Subsection A., **THIRD-PARTY CLAIMS AND FIRST-PARTY REMEDIATION COSTS**, of this Policy is hereby deleted in its entirety and replaced with the following:

- A.** **THIRD-PARTY CLAIMS AND FIRST-PARTY REMEDIATION COSTS (Coverage A.)**

“Claims” and “remediation costs”, in excess of the deductible amount identified in Item 5. of the Declarations to this Policy, arising out of a “storage tank incident”, provided that the “claim” is first made, or the “insured” first discovers the “storage tank incident” that results in such “remediation costs”, during the “policy period”. Any such “claim” or discovery of a “storage tank incident” must be reported to the Insurer, in writing, during the “policy period” or any applicable “extended reporting period”.

The coverage afforded pursuant to this Coverage A. only applies to “storage tank incidents” that first commence on or after the Retroactive Date, if any, identified in Item 3. of the Declarations and before the end of the “policy period”. If no Retroactive Date is identified in the Declarations, or any endorsement attached to this Policy, the “storage tank incident” must first commence during the “policy period”.

- III.** Section V., **DEFINITIONS**, Subsection I., of this Policy is hereby deleted in its entirety and replaced with the following:

- I.** **“Extended reporting period”** means the additional period of time in which to report:

- 1.** A “claim” first made against; or

2. The discovery of a “storage tank incident” by,

the “insured” during or subsequent to the end of the “policy period” arising from a “storage tank incident” to which this insurance applies. Such “storage tank incident” must commence on or after any applicable Retroactive Date identified in Item 3. of the Declarations to this Policy, but before the end of the “policy period”. If no Retroactive Date is identified in the Declarations or any endorsement attached to this Policy, the “storage tank incident” must first commence during the “policy period”.

IV. Section VIII., EXTENDED REPORTING PERIOD, Subsections A. through D., of this Policy are hereby deleted in their entirety and replaced with the following:

- A.** The “first named insured” shall be entitled to a basic “extended reporting period”, and may purchase an optional supplemental “extended reporting period”, following:
1. Cancellation, as described Section IX., GENERAL CONDITIONS, Subsection A., or nonrenewal of this Policy in its entirety; or,
 2. With respect to any specific subset of the “covered underground storage tanks” or “covered aboveground storage tanks” covered pursuant to this Policy, the deletion of coverage for such subset during the “policy period” or any corresponding nonrenewal of coverage.
- B.** “Extended reporting periods” shall not reinstate or increase the Limits of Liability. “Extended reporting periods” shall not extend the “policy period” or change the scope of coverage provided. A “claim” first made against an “insured” and reported to the Insurer within the basic “extended reporting period” or supplemental “extended reporting period”, whichever is applicable, shall be deemed to have been made on the last day of the “policy period”. A “storage tank incident” first discovered by an “insured” and reported to the Insurer within the basic “extended reporting period” or supplemental “extended reporting period”, whichever is applicable, shall be deemed to have been discovered on the last day of the “policy period”.
- C.** Provided the “first named insured” has not purchased any other insurance to replace the coverage afforded pursuant to this Policy, or any such replacement insurance contains a retroactive date that is more recent than the corresponding retroactive date contained in this Policy, the “named insured” shall have a one hundred and eighty (180) day basic “extended reporting period” without additional charge.
- D.** Provided the “first named insured” has not purchased any other insurance to replace the coverage afforded pursuant to Policy, or any such replacement insurance contains a retroactive date that is more recent than the corresponding retroactive date contained in this Policy, the “named insured” shall also be entitled to purchase a supplemental “extended reporting period” of up to thirty (30) months for not more than two hundred percent (200%) of the full Premium identified in Item 6. of the Declarations to this Policy. Such supplemental “extended reporting period” starts when the basic “extended reporting period” ends. The Insurer shall issue an endorsement providing a supplemental “extended reporting period” provided that the “first named insured”:
1. Makes a written request, to the address identified in Item 7.b. of the Declarations to this Policy, for such endorsement which the Insurer receives prior to the expiration of the “policy period”; and
 2. Pays the additional Premium when due. If that additional Premium is paid when due, the supplemental “extended reporting period” may not be cancelled by the Insurer, provided that all other terms and conditions of the Policy are met.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

SPECIMEN

FINANCIAL RESPONSIBILITY CONDITION ENDORSEMENT

Named Insured City of Hollywood			Endorsement Number 002
Policy Symbol TSP	Policy Number G24661337 016Q	Policy Period 12/07/2023 to 12/07/2024	Effective Date of Endorsement 12/07/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer hereby agree to the following changes to this Policy:

Section **IX., CONDITIONS**, of this Policy is hereby amended by addition of the following:

Financial Responsibility And Reimbursement

If this Policy is issued to certify an "insured's" compliance with Federal or State financial responsibility requirements with respect to "covered aboveground storage tanks" or "covered underground storage tanks", the Insurer shall comply with such financial responsibility requirements. Notwithstanding the foregoing, the "first named insured" agrees to reimburse the Insurer for any payment made by the Insurer on behalf of any "insured", which the Insurer would not have otherwise been obligated to make under the terms and conditions of this Policy, but for: **1)** the agreement contained in the first sentence of this condition, above; **2)** the Insurer's issuance of an amendatory endorsement to this Policy tracking specific, obligatory Federal or State statutory or regulatory language required for use of insurance as a storage tank financial responsibility mechanism; or **3)** the Insurer's issuance of a Certificate evidencing this Policy satisfies the requirements of any Federal or State storage tank financial responsibility program.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

**LOADING AND UNLOADING COVERAGE (TIME ELEMENT REPORTING)
ENDORSEMENT**

Named Insured City of Hollywood			Endorsement Number 003
Policy Symbol TSP	Policy Number G24661337 016Q	Policy Period 12/07/2023 to 12/07/2024	Effective Date of Endorsement 12/07/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THE COVERAGE AFFORDED PURSUANT TO THIS ENDORSEMENT IS LIMITED BY A DEFINED REPORTING PERIOD AND, THEREFORE, COVERS ONLY CLAIMS AND REMEDIATION COSTS THAT ARISE OUT OF LOADING AND UNLOADING RELATED POLLUTION CONDITIONS THAT ARE REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR THE DEFINED REPORTING PERIOD CONTAINED HEREIN. PLEASE READ THIS ENDORSEMENT CAREFULLY.

The “insured” and the Insurer hereby agree to the following changes to this Policy:

- I. Section V., **DEFINITIONS**, Subsection Q., of this Policy is hereby amended by addition of the following:
 - Q. **“Pollution condition”** also means the inadvertent spilling, leaking, discharging, escaping or releasing of the contents of any “covered underground storage tank” or “covered aboveground storage tank” into surface soils, subsurface soils, surface water, sediments or groundwater during the loading or unloading of such “covered underground storage tank” or “covered aboveground storage tank”.
- II. Notwithstanding anything contained in the general reporting obligations identified in **Section VII.** of this Policy which might be construed otherwise, it is a condition precedent to the coverage afforded pursuant to this Endorsement for loading and unloading-related “storage tank incident” that the “insured” provide written notice of such “storage tank incident” to the Insurer within **seventy-two (72) hours** of the event giving rise to such “storage tank incident”.

All other terms and conditions of the Policy remain unchanged.

Authorized Representative

OTHER INSURANCE AMENDATORY ENDORSEMENT

Named Insured City of Hollywood			Endorsement Number 004
Policy Symbol TSP	Policy Number G24661337 016Q	Policy Period 12/07/2023 to 12/07/2024	Effective Date of Endorsement 12/07/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies all insurance provided under the following:
TankSafe® Storage Tank Liability Insurance Policy**

The “insured” and the Insurer hereby agree to the following changes to this Policy:

Section **IX., GENERAL CONDITIONS**, Subsection **H., Other Insurance**, of this Policy is hereby deleted in its entirety and replaced with the following:

H. Other Insurance

If other valid and collectible insurance is available to the “insured” covering a loss also covered by this Policy, the insurance afforded by this Policy shall apply as primary insurance.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

SCHEDULE OF COVERED STORAGE TANKS ENDORSEMENT

Named Insured City of Hollywood			Endorsement Number 005
Policy Symbol TSP	Policy Number G24661337 016Q	Policy Period 12/07/2023 to 12/07/2024	Effective Date of Endorsement 12/07/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The “insured” and the Insurer agree that the storage tanks identified in the Schedule of Covered Storage Tanks, below, have been added to this Policy as “covered underground storage tanks” or “covered aboveground storage tanks”, as applicable.

Schedule of Covered Storage Tanks

Insured’s Facility Name and Address	Tank ID No.	Tank Size (gal.)	Tank Type (UST or AST)	Retroactive Date
Hollywood City Marina 700 Polk Street Hollywood FL 33019	1	10,000	UST	12/07/2008
Hollywood City Marina 700 Polk Street Hollywood FL 33019	2	10,000	UST	12/07/2008

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

TERRORISM RISK INSURANCE ACT (Florida-Specific) ENDORSEMENT

Named Insured City of Hollywood			Endorsement Number 006
Policy Symbol TSP	Policy Number G24661337 016Q	Policy Period 12/07/2023 to 12/07/2024	Effective Date of Endorsement 12/07/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

TankSafe® Storage Tank Liability Insurance Policy

Terrorism Premium (Certified Acts of Terrorism): \$ 0

In consideration of the additional premium indicated above, which is included in the Premium as listed on the Declarations, the “insured” and the Insurer hereby agree to the following changes to this Policy:

- A. With respect to any one or more “certified acts of terrorism”, the Insurer will not pay any amounts for which the Insurer is not responsible under the terms of the federal Terrorism Risk Insurance Act, as subsequently extended (“**TRIA**”), due to the application of any clause which results in a cap on the Insurer’s liability for payments for terrorism losses.
- B. “Certified act of terrorism” means an 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 pursuant to TRIA. The criteria contained TRIA for a “certified act of terrorism” include the following:
 - 1. The act resulted in insured losses in excess of \$5 million attributable to all types of insurance subject to TRIA; and
 - 2. 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. Coverage shall not be afforded for damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

Named Insured City of Hollywood			Endorsement Number 007
Policy Symbol TSP	Policy Number G24661337 016Q	Policy Period 12/07/2023 to 12/07/2024	Effective Date of Endorsement 12/07/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the policy remain unchanged.

SPECIMEN

Authorized Representative

**DISCLOSURE PURSUANT TO TERRORISM RISK
INSURANCE ACT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in this endorsement or in the policy Declarations.

Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

COVERAGE OF "ACTS OF TERRORISM" AS DEFINED BY THE REAUTHORIZATION ACT WILL BE PROVIDED FOR THE PERIOD FROM THE EFFECTIVE DATE OF YOUR NEW OR RENEWAL POLICY THROUGH THE EARLIER OF THE POLICY EXPIRATION DATE OR DECEMBER 31, 2027. EFFECTIVE DECEMBER 31, 2027 THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT EXPIRES.

Terrorism Risk Insurance Act premium: \$0.

FLORIDA AMENDATORY ENDORSEMENT

Named Insured City of Hollywood			Endorsement Number 009
Policy Symbol TSP	Policy Number G24661337 016Q	Policy Period 12/07/2023 to 12/07/2024	Effective Date of Endorsement 12/07/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

TANKSAFE® STORAGE TANK LIABILITY INSURANCE POLICY

The “insured” and the Insurer hereby agree to the following changes to this Policy:

- I. Section V., DEFINITIONS, Subsection W.,** of this Policy is hereby deleted.
- II. Section VI., EXCLUSIONS, Subsection M., War or Terrorism,** of this Policy is hereby deleted in its entirety and replaced with the following:
 - M. War**
“Claims”, “remediation costs” or “legal defense expenses” arising out of or related to “storage tank incidents” attributable, whether directly or indirectly, to any acts that involve, or that involve preparation for, “war”.
- III. Section IX., GENERAL CONDITIONS, Subsection I., Jurisdiction and Venue, and Subsection J., Choice of Law,** of this Policy are deleted in their entirety.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

SIGNATURES

Named Insured City of Hollywood			Endorsement Number 010
Policy Symbol TSP	Policy Number G24661337 016Q	Policy Period 12/07/2023 to 12/07/2024	Effective Date of Endorsement 12/07/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

THE ONLY COMPANY APPLICABLE TO THIS POLICY IS 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.

- INDEMNITY INSURANCE COMPANY OF NORTH AMERICA** (A stock company)
- BANKERS STANDARD INSURANCE COMPANY** (A stock company)
- ACE AMERICAN INSURANCE COMPANY** (A stock company)
- ACE PROPERTY AND CASUALTY INSURANCE COMPANY** (A stock company)
- INSURANCE COMPANY OF NORTH AMERICA** (A stock company)
- PACIFIC EMPLOYERS INSURANCE COMPANY** (A stock company)
- ACE FIRE UNDERWRITERS INSURANCE COMPANY** (A stock company)
- WESTCHESTER FIRE INSURANCE COMPANY** (A stock company)

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703



BRANDON PEENE, Secretary



JOHN J. LUPICA, President

Authorized Representative

Questions About Your Insurance?

Answers to questions about your insurance, coverage information, or assistance in resolving complaints can be obtained by calling Chubb, Customer Support Service Department, at 1-800-352-4462.

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**Chubb Producer Compensation
Practices & Policies**

Chubb believes that policyholders should have access to information about Chubb's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.chubbproducercompensation.com> or by calling the following toll-free telephone number: 1-866-512-2862.

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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.

About Aon

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