

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

CASE NO.

TZADIK ACQUISITIONS, LLC, a
Delaware limited liability company d/b/a
KINGS TRAIL APARTMENTS, TZADIK
MANAGEMENT GROUP, LLC, a Florida
Limited Liability Company, TZADIK
MANAGEMENT GROUP 2, LLC, a Florida
limited liability company and TZADIK
PROPERTIES, LLC, a Florida limited
liability company,

Plaintiffs,

v.

BROWN AND BROWN OF FLORIDA,
INC., a Florida Profit Corporation, IAN
SHINNICK, an individual, and ARA
DRESNER, an individual

Defendants.

VERIFIED COMPLAINT FOR DAMAGES

COME NOW Plaintiffs, TZADIK ACQUISITIONS, LLC, A Delaware limited liability company d/b/a KINGS TRAIL APARTMENTS, TZADIK PROPERTIES, LLC, a Florida limited liability company, TZADIK MANAGEMENT GROUP, LLC, a Florida limited liability company, and TZADIK MANAGEMENT GROUP 2, a Florida limited liability company (collectively “Plaintiffs”), by and through their undersigned counsel, and pursuant to the Florida Rules of Civil Procedure, hereby file their Verified Complaint for Damages against Defendants, BROWN AND BROWN OF FLORIDA, INC., a Florida profit corporation, IAN SHINNICK, and ARA DRESNER (collectively “Defendants”), and Demand for Jury Trial. Plaintiffs state as follows in support thereof:

PARTIES

1. Plaintiff, TZADIK ACQUISITIONS, LLC (“TZA”), a Delaware limited liability company d/b/a KINGS TRAIL APARTMENTS is a company duly formed under the laws of the State of Delaware, with its principal place of business in Miami-Dade County, Florida.

2. Plaintiff, TZADIK MANAGEMENT GROUP, LLC (“TzM”), a Florida limited liability company, is a company duly formed under the laws of the State of Florida, with its principal place of business in Broward County, Florida.

3. Plaintiff, TZADIK MANAGEMENT GROUP 2, LLC (“TzM2”), a Florida limited liability company, is a company duly formed under the laws of the State of Florida, with its principal place of business in Miami-Dade County, Florida.

4. Plaintiff, TZADIK PROPERTIES, LLC (“TZP”), a Florida limited liability company, is a company duly formed under the laws of the State of Florida, with its principal place of business in Miami-Dade County, Florida.

5. For purposes of this pleading, TZA, TzM, TzM2, and TZP are collectively referred to as the “Tzadik Enterprise”.

6. Defendant, BROWN AND BROWN OF FLORIDA, INC. (“BROWN AND BROWN”), is a Florida profit corporation duly formed under the laws of the State of Florida, with its principal place of business in Volusia County, Florida.

7. Upon information and belief, Defendant, IAN SHINNICK (“SHINNICK”), is an individual, the Senior Vice President of BROWN AND BROWN, and a resident of Volusia County, Florida.

8. Upon information and belief, Defendant, ARA DRESNER (“DRESNER”), is an individual and a resident of Volusia County, Florida. Further, DRESNER, at all times material to this action was the Tzadik Enterprise’s insurance representative and employed with BROWN AND BROWN.

JURISDICTION AND VENUE

9. This Court has specific personal jurisdiction over Defendants pursuant to Fla. Stat. 48.193(1) inasmuch as they maintain their principal offices and place of business in the State of Florida.

10. Venue is appropriate in Miami-Dade County as it is where the cause of action accrued.

NATURE OF THE ACTION

11. This is an action for damages, in excess of the jurisdictional limit (\$30,000), for breach of fiduciary duties, negligence, and willful, or alternatively non-willful, violation(s) of Fla. Stat. § 626.951 (“Unfair Insurance Trade Practices Act”).

12. In a separate action, Kimble v. Tzadik Acquisition, LLC, et. al.; Case No.: 2017-CA-006741, the plaintiff, Kimble, brought a wrongful death action against the Tzadik Enterprise specifically alleging that TZA, as the owner and manager of the KINGS TRAIL APARTMENTS (“Subject Premises”), breached a duty to maintain its premises in a reasonably safe condition thereby allowing Kimble’s decedent, Alfred Lance III, to be shot and killed while present upon the subject premises as a business invitee.

13. In the course of defending the Kimble claim, the Tzadik Enterprise learned that BROWN AND BROWN, failed to procure insurance coverage that adequately protected the Tzadik Enterprise from the same through the relevant policy period of October 15, 2015 through October 15, 2016 (the “Policy Period”).

14. Specifically, the Tzadik Enterprise was left with, and subjected to, a \$750,000 gap in coverage existing between the \$250,000 sub-limit applicable to assault and battery claims in its James River commercial general liability policy; Policy No.: 00064999-2 (the “James River Policy”) and the excess coverage which responds at \$1,000,000.00; Policy No.: BE 064596182 (the “AIG Policy”).

15. Further, the Tzadik Enterprise was without coverage on the Subject Premises as such coverage was not included in its policy provided by United Specialty Insurance Company; Policy No.: DCH00047-00 (the “United Policy”) for the Policy Period.

16. On or about November 16, 2020, the Kimble claim, naming the Tzadik Enterprise as Defendants, settled whereby the Tzadik Enterprise paid out-of-pocket monies to Kimble for amounts not covered by the James River Policy, United Policy, and AIG Policy.

GENERAL ALLEGATIONS

17. The Kimble incident occurred on October 14, 2016, to which at least three separate policies of insurance should have been responsive: the James River Policy, the United Policy, and the AIG Policy.

18. The James River Policy has an assault and battery sub-limit of \$250,000.

19. The United Policy issued for the Policy Period contains a schedule of designated locations, in which the Subject Premises is inexplicably not named. A true and correct copy of the United Policy with all accompanying endorsements has been attached herewith and labeled as **Exhibit “A”**.

20. The AIG Policy is a commercial excess coverage policy which does not activate until the limits of Tzadik Enterprise’s underlying policies — what should have been an aggregate one million dollars (\$1,000,000.00) in coverage— are exhausted.

21. Only in the course of defending the Kimble claim, did the Tzadik Enterprise discover that the Subject Premises was not insured, and therefore precluded from coverage, and at no point did the Tzadik Enterprise ever approve or consent to such terms of insurance coverage — nor was it informed of the same by Defendants.

22. At a pitch presentation put on by BROWN AND BROWN, it was represented to the Tzadik Enterprise that BROWN AND BROWN had the requisite experience and knowledge to develop and implement an insurance plan customized to the Tzadik Enterprise’s needs.

23. At the pitch presentation, BROWN AND BROWN represented to the Tzadik Enterprise that, as a result of the Tzadik Enterprise’s business model and insurance needs, that BROWN AND BROWN would not be a mere order-taker, but would act as insurance counselors and advisors who would be heavily involved in the Tzadik Enterprise’s operations.

24. BROWN AND BROWN represented to the Tzadik Enterprise that they were experts in risk management, identifying and mitigating potential exposure(s), and specifically

advertised to the Tzadik Enterprise, “You don’t just get a policy. You get a Brown and Brown advisor and that makes all the difference.”

25. Based upon the material representations made to the Tzadik Enterprise by BROWN AND BROWN, the Tzadik Enterprise entrusted and relied upon BROWN AND BROWN, who touted themselves as experts in the insurance industry and risk management, to plan and manage the Tzadik Enterprise’s insurance needs.

26. BROWN AND BROWN assigned SHINNICK to be the Tzadik Enterprise’s insurance broker and advisor.

27. In order to further assess the Tzadik Enterprise’s needs, SHINNICK visited and inspected each property owned by the same, including the KINGS TRAIL APARTMENTS.

28. SHINNICK was provided access, and was made privy to the Tzadik Enterprise’s rent rolls, financial statements and other intimate details of the Tzadik Enterprise’s business operations.

29. SHINNICK frequently spoke with the Tzadik Enterprise regarding its insurance needs and would personally meet with the Tzadik Enterprise regarding the same on an approximate monthly basis.

30. Based upon the information obtained during the above referenced inspections, discussions, meetings, and through access to the Tzadik Enterprise’s operational documents, as well as material information received from the Tzadik Enterprise lenders, SHINNICK knew, or should have known, what the Tzadik Enterprise needed in terms of insurance coverage.

31. SHINNICK represented to Tzadik that he would “go to market” to obtain coverages suited to the Tzadik Enterprise’s business needs while also complying with lending requirements from the Tzadik Enterprise lenders.

32. BROWN AND BROWN was exclusively responsible for obtaining insurance that would satisfy the requirements of the Tzadik Enterprise’s lenders, who would send such lending requirements directly to SHINNICK. Further, the Tzadik Enterprise lenders dealt directly with SHINNICK regarding the acquisition of insurance coverage that would comply with lending requirements.

33. The Tzadik Enterprise specifically entrusted and relied upon SHINNICK to procure insurance coverage for the Tzadik Enterprise that would comply with lending requirements provided directly to SHINNICK by Tzadik Enterprise lenders.

34. Instead of going to market to obtain quotes and find the best coverages/policies for the Tzadik Enterprise that would also comply with lender requirements, SHINNICK sought and obtained policies for the Tzadik Enterprise that maximized his commission and/or generated business for insurance carriers affiliated with BROWN AND BROWN.

35. More particularly, SHINNICK failed to obtain policies for the Tzadik Enterprise that complied with the lending requirements of a loan agreement between the TZA and JP Morgan Chase Bank dated October 14, 2014, which governs the Policy Period at issue by failing to obtain the appropriate coverages and provide notice of reductions and cancellations when, (1) Paragraph 6.1(a)(v) of the loan agreement requires “commercial general liability insurance against claims for personal injury, bodily injury, death or property damage occurring upon, in or about the Property, such insurance (A) to be on the so-called ‘occurrence’ form with a combined limit of not less than \$2,000,000.0 in the aggregate and \$1,000,000.00 per occurrence. . .”; and (2) Paragraph 6.1(b) of the of the loan agreement explicitly states that, “Borrower shall within three Business Days forward to Lender (*sic*) copy of each written notice received by Borrower of any proposed or actual modification reduction or cancellation of any of the Policies or of any of the coverages afforded under any of the Policies.”

36. SHINNICK’s failure to obtain coverage for the Tzadik Enterprise in compliance with the JP Morgan Chase Bank loan agreement, as promised, caused the Tzadik Enterprise to be in technical default of the loan agreement without the Tzadik Enterprise’s knowledge or consent.

37. In the months leading up to the Tzadik Enterprise’s October 15, 2015 policy renewal, the Tzadik Enterprise began speaking with other brokers who advised they could obtain more coverage for the Tzadik Enterprise at the same premium price, or the same coverages for reduced premium prices.

38. The Tzadik Enterprise advised SHINNICK of the better offers from other brokers and SHINNICK informed the Tzadik Enterprise he would “match” the offers the Tzadik Enterprise was receiving from other brokers.

39. Upon information and belief, SHINNICK simply reduced the amount of coverage afforded to the Tzadik Enterprise’s policies in order to reduce the premiums paid by the Tzadik Enterprise, without advising it of the same.

40. Upon information and belief, SHINNICK’s efforts to mislead the Tzadik Enterprise into believing its premium costs were being controlled, while maintaining its appropriate coverages, caused the Tzadik Enterprise to be left without comprehensive coverage and adequate indemnity against the Kimble claim by way of the gap in coverage resulting from the \$250,000 sub-limit under \$1,000,000 aggregate provided through the James River Policy.

41. Further, on or about October 12, 2015, BROWN AND BROWN and SHINNICK presented an Insurance Proposal to the Tzadik Enterprise for coverage through the Policy Period (1) identifying TZA and TZM2 as named insureds, (2) specifically identifying the KINGS TRAIL APARTMENTS on the “Proposed Schedule of Property Values and Locations”, and (3) proposing commercial and general liability coverage under United Specialty Insurance in the amount of \$1,000,000 per occurrence/\$2,000,000.00 aggregate for personal injury; while (4) containing no information related to an assault and battery exclusion. A true and correct copy of the insurance proposal from BROWN AND BROWN and presented to the Tzadik Enterprise by SHINNICK is attached herewith and labeled as **Exhibit “B”**.

42. On or about October 23, 2015, BROWN AND BROWN and SHINNICK presented a “Summary of Bound” to the Tzadik Enterprise for coverage through the Policy Period (1) referring to an unattached schedule for a full list of named insureds; (2) specifically identifying the KINGS TRAIL APARTMENTS on the “Bound Schedule of Property Values and Locations”; and (3) proposing commercial and general liability coverage under United Specialty Insurance in the amount of \$1,000,000 per occurrence/\$2,000,000.00 aggregate for personal injury; while (4) containing no information related to any assault and battery exclusion under United Specialty Insurance Company. A true and correct copy of the “Summary of Bound” from BROWN AND

BROWN and presented to the Tzadik Enterprise by SHINNICK is attached herewith and labeled as **Exhibit “C”**.

43. On or about October 26, 2015, Jeffrey Kowalczyk, Senior Vice President (“Kowalczyk”) – casualty for Peachtree Special Risk Brokers, LLC, a subsidiary of BROWN AND BROWN, received correspondence from Jessica Donovan, of Dual Commercial, LLC, enclosing the United Policy naming TZA, TZM, and TZP as insureds under the same through the Policy Period, and directing Kowalczyk to “review for accuracy and inform. . .of any changes that may be necessary.”

44. Importantly, the United Policy omitted any reference to the KINGS TRAIL APARTMENTS in its description of “all premises you own, rent, or occupy” while containing an exclusion for assault and battery claims that the Tzadik Enterprise was unaware of and did not consent to.

45. The Tzadik Enterprise learned of its lack of coverage through the United Policy when the Kimble claim was filed in 2017, when the Tzadik Enterprise was left without indemnity for a \$750,000 gap in coverage lying between the assault and battery sub-limits of the James River Policy and the AIG Policy.

46. On October 9, 2018, United Specialty Insurance Company (“United”) issued a “Declination of Coverage” letter declining TZA, TZM2, and TZP’s coverage under the United Policy “primarily on the fact that the property on which the incident occurred is not a scheduled property on the policy.” A true and correct copy of the declination letter is attached herewith and labeled as **Exhibit “D”**.

47. Subsequently, United filed a Complaint for Declaratory Judgment on December 11, 2018, CASE NO.: 3:18-cv-01465, seeking a declaration that United Specialty Insurance Company had no obligation under the United Policy to defend or indemnify the Tzadik Enterprise against the Kimble claim. A true and correct copy of United Specialty Insurance Company’s Complaint for Declaratory Judgment is attached herewith and labeled **Exhibit “E”**.

48. In its complaint, United specifically alleged that KINGS TRAIL APARTMENTS was knowingly or negligently omitted from the insurance application submitted to United.

49. Subsequently and on appeal, No. 20-13853, the United States Eleventh Circuit Court of Appeals affirmed the trial court's declaration that United had no obligation to defend or indemnify the Tzadik Enterprise because the properties listed on the insurance application matched that schedule of properties identified on the United Policy and KINGS TRAIL APARTMENTS was not included on either the application or the policy.

50. On December 15, 2015, Kowalczyk sent correspondence to DRESSNER, copying SHINNICK, identifying DRESSNER as the Tzadik Enterprise's representative and explicitly stating "it is [her] responsibility. . .to check the endorsement[(s)] for accuracy."

51. At all times material to this action, SHINNICK and DRESSNER were employees, actual and/or apparent agents of BROWN AND BROWN.

52. The James River Policy, the United Policy, and the AIG policy were procured, marketed, and presented to the Tzadik Enterprise by BROWN AND BROWN and SHINNICK, its' Senior Vice President, as the implementation of an insurance plan customized to the Tzadik Enterprise's particular business needs.

COUNT I –BREACH OF FIDUCIARY DUTIES
(Tzadik Enterprise against Brown and Brown)

53. Plaintiffs hereby readopt and reassert the general allegations contained in paragraphs 11 through 51 as though fully set forth herein.

54. BROWN AND BROWN's pitch meeting to the Tzadik Enterprise was naturally calculated to repose the Tzadik Enterprise's confidence and trust in BROWN AND BROWN.

55. The Tzadik Enterprise, and specifically Tzadik Acquisitions, LLC, reposed its trust and confidence in BROWN AND BROWN, while relying and depending on the same to advise, counsel, and assist in protecting the Tzadik Enterprise by way of procuring insurance that was customized to the Tzadik Enterprise's needs.

56. The Tzadik Enterprise and BROWN AND BROWN entered into business relationship whereby BROWN AND BROWN was to act on behalf of, or to give advice for the benefit of, the Tzadik Enterprise with regard to the procurement of insurance coverage that was customized to the Tzadik Enterprises' business needs.

57. In undertaking the obligations of procuring insurance for the Tzadik Enterprise that was customized to its specific needs, BROWN AND BROWN undertook the duties of a fiduciary on behalf of the Tzadik Enterprise.

58. Resultingly, BROWN AND BROWN owed the Tzadik Enterprise, *inter alia*, fiduciary duties of honesty, fair dealing, and the legal duty to disclose all essential or material facts pertinent to transactions engaged in for, or on behalf of the Tzadik Enterprise.

59. As more particularly alleged above, BROWN AND BROWN breached its fiduciary duties of honesty and fair dealing by, *inter alia*:

- I. providing the Tzadik Enterprise with insurance proposals and bound summaries specifically identifying the KINGS TRAIL APARTMENTS as a property to be covered under the United Policy;
- II. failing to apply for coverage on the KINGS TRAIL APARTMENTS under the United Policy;
- III. failing to disclose to TZA that the KINGS TRAIL APARTMENTS were not covered under the United Policy; and
- IV. leaving the Tzadik Enterprise without adequate coverage or indemnity against the Kimble claim by way of \$750,000 gap in coverage between the James River Policy and the AIG Policy.

60. By way of BROWN AND BROWN'S breach of its fiduciary duties the Tzadik Enterprise has been damaged.

WHEREFORE, Plaintiffs, TZA, TZM, TZM2, and TZP respectfully demand judgment against Defendant, BROWN AND BROWN, for damages, compensatory damages, prejudgment and post-judgment interest, costs and all other relief deemed just and proper by this Court.

**COUNT II – WILLFUL VIOLATION OF SECTION 626.951, FLORIDA STATUTES
(UNFAIR INSURANCE TRADE PRACTICES ACT)
(Tzadik Enterprise against Brown and Brown of Florida)**

61. Plaintiffs hereby readopt and reassert the general allegations contained in paragraphs 11 through 51 as though fully set forth herein.

62. As provided for by Section 626.9641, Florida Statutes, the Tzadik Enterprise as a policyholder possessed, *inter alia*, the following rights:

- I. The right to competitive pricing practices and marketing methods that enable it to determine the best value among comparable policies;
- II. The right to obtain comprehensive coverage;
- III. The right to insurance advertising and other selling approaches that provide accurate and balanced information on the benefits and limitations of a policy;
- IV. The right to be serviced by a competent, honest insurance agent or broker; and
- V. The right to an insurance company that provides an economic delivery of coverage and that tries to prevent losses.

63. BROWN AND BROWN willfully violated Part IX of Chapter 626, Florida Statutes by violating the Tzadik Enterprise's (1) right to obtain comprehensive coverage; (2) right to be serviced by a competent, honest insurance agent or broker; (3) right to insurance advertising and other selling approaches that provide accurate and balanced information on the benefits and limitations of a policy; and (4) right to an insurance company that provides an economic delivery of coverage and that tries to prevent losses.

64. As more particularly alleged above, BROWN AND BROWN took improper advantage of its fiduciary relationship with the Tzadik Enterprise, at the Tzadik Enterprise's expense by, *inter alia*, providing the Tzadik Enterprise with insurance proposals and bound summaries specifically identifying the KINGS TRAIL APARTMENTS as a property to be covered under the United Policy, failing to apply for coverage on the KINGS TRAIL APARTMENTS under the United Policy, failing to disclose to the TZA that the KINGS TRAIL APARTMENTS were not covered under the United Policy, and leaving the Tzadik Enterprise without adequate coverage or indemnity against the Kimble claim by way of \$750,000 gap in coverage between the James River Policy and the AIG Policy.

65. BROWN AND BROWN's willful violation of Part IX of Chapter 626, Florida Statutes has caused the Tzadik Enterprise damages.

WHEREFORE, Plaintiffs, TZA, TZM, TZM2, and TZP respectfully demand judgment against Defendant, BROWN AND BROWN, for damages in accordance with Section 626.9521(2), Florida Statute and for any other relief deemed just and proper by this Court.

**COUNT III – NON-WILLFUL VIOLATION OF SECTION 626.951, FLORIDA STATUTES
(UNFAIR INSURANCE TRADE PRACTICES ACT)
(Tzadik Enterprise against Brown and Brown of Florida)**

66. Plaintiffs hereby readopt and reassert the general allegations contained in paragraphs 11 through 51 as though fully set forth herein.

67. This Count is plead in the alternative to Count IV.

68. As provided for by Section 626.9641, Florida Statutes, the Tzadik Enterprise as a policyholder possessed, *inter alia*, the following rights:

- I. The right to competitive pricing practices and marketing methods that enable it to determine the best value among comparable policies;
- II. The right to obtain comprehensive coverage;
- III. The right to insurance advertising and other selling approaches that provide accurate and balanced information on the benefits and limitations of a policy;
- IV. The right to be serviced by a competent, honest insurance agent or broker; and
- V. The right to an insurance company that provides an economic delivery of coverage and that tries to prevent losses.

69. BROWN AND BROWN violated Part IX of Chapter 626, Florida Statutes by violating the Tzadik Enterprise's (1) right to obtain comprehensive coverage; (2) right to be serviced by a competent, honest insurance agent or broker; (3) right to insurance advertising and other selling approaches that provide accurate and balanced information on the benefits and limitations of a policy; and (4) right to an insurance company that provides an economic delivery of coverage and that tries to prevent losses.

70. As more particularly alleged above, BROWN AND BROWN violated the Unfair Insurance Trade Practices Act by providing the Tzadik Enterprise with insurance proposals and bound summaries specifically identifying the KINGS TRAIL APARTMENTS as a property to be

covered under the United Policy, failing to apply for coverage on the KINGS TRAIL APARTMENTS under the United Policy, failing to disclose to the Tzadik Enterprise that the KINGS TRAIL APARTMENTS were not covered under the United Policy, and leaving the Tzadik Enterprise without adequate coverage or indemnity against the Kimble claim by way of \$750,000 gap in coverage between the James River Policy and the AIG Policy.

71. BROWN AND BROWN's violation of Part IX of Chapter 626, Florida Statutes has caused the Tzadik Enterprise damages.

WHEREFORE, Plaintiffs, TZA, TZM, TZM2, and TZP respectfully demand judgment against Defendant, BROWN AND BROWN, for damages in accordance with Section 626.9521(2), Florida Statute and for any other relief deemed just and proper by this Court.

COUNT IV –BREACH OF FIDUCIARY DUTIES
(Tzadik Enterprise against Ian Shinnick)

72. Plaintiffs hereby readopt and reassert the general allegations contained in paragraphs 11 through 51 as though fully set forth herein.

73. BROWN AND BROWN assigned SHINNICK to be the Tzadik Enterprise's insurance broker and advisor.

74. As alleged more particularly above, SHINNICK'S statements and representations made to the Tzadik Enterprise were naturally calculated to repose the Tzadik Enterprise's confidence and trust in SHINNICK.

75. The Tzadik Enterprise, and specifically Tzadik Acquisitions, LLC, reposed its trust and confidence in SHINNICK, while relying and depending on the same to advise, counsel, and assist in protecting the Tzadik Enterprise by way of procuring insurance that was customized to the Tzadik Enterprise's needs.

76. SHINNICK undertook the fiduciary duties to act for, or to give advice for the benefit of the Tzadik Enterprise with regard to the procurement of insurance coverage that was customized to the Tzadik Enterprise's needs.

77. Resultingly, SHINNICK owed the Tzadik Enterprise, *inter alia*, fiduciary duties of honesty, fair dealing, and the legal duty to disclose all essential or material facts pertinent to transactions engaged in for, or on behalf of the Tzadik Enterprise.

78. As more particularly alleged above, SHINNICK breached its fiduciary duties of honesty and fair dealing by, *inter alia*, providing the Tzadik Enterprise with insurance proposals and bound summaries specifically identifying the KINGS TRAIL APARTMENTS as a property to be covered under the United Policy, failing to apply for coverage on the KINGS TRAIL APARTMENTS under the United Policy, failing to disclose to the TZA that the KINGS TRAIL APARTMENTS were not covered under the United Policy, and leaving the Tzadik Enterprise without adequate coverage or indemnity against the Kimble claim by way of \$750,000 gap in coverage between the James River Policy and the AIG Policy.

79. SHINNICK's breach of his fiduciary duties have caused the Tzadik Enterprise Damages.

WHEREFORE, Plaintiffs, TZA, TZM, TZM2, and TZP respectfully demand judgment against Defendant, SHINNICK, for damages, compensatory damages, prejudgment and post-judgement interest, costs and all other relief deemed just and proper by this Court.

**COUNT V – WILLFUL VIOLATION OF SECTION 626.951, FLORIDA STATUTES
(UNFAIR INSURANCE TRADE PRACTICES ACT)
(Tzadik Enterprise against Ian Shinnick)**

80. Plaintiffs hereby readopt and reassert the general allegations contained in paragraphs 11 through 51 as though fully set forth herein.

81. As provided for by Section 626.9641, Florida Statutes, the Tzadik Enterprise as a policyholder possessed, *inter alia*, the following rights:

- VI. The right to competitive pricing practices and marketing methods that enable it to determine the best value among comparable policies;
- VII. The right to obtain comprehensive coverage;
- VIII. The right to insurance advertising and other selling approaches that provide accurate and balanced information on the benefits and limitations of a policy;

- IX. The right to be serviced by a competent, honest insurance agent or broker; and
- X. The right to an insurance company that provides an economic delivery of coverage and that tries to prevent losses.

82. SHINNICK willfully violated Part IX of Chapter 626, Florida Statutes by violating the Tzadik Enterprise's (1) right to obtain comprehensive coverage; (2) right to be serviced by a competent, honest insurance agent or broker; (3) right to insurance advertising and other selling approaches that provide accurate and balanced information on the benefits and limitations of a policy; and (4) right to an insurance company that provides an economic delivery of coverage and that tries to prevent losses.

83. As more particularly alleged above, SHINNICK took improper advantage of his, and BROWN AND BROWN'S fiduciary relationships with the Tzadik Enterprise, at the Tzadik Enterprise's expense by, *inter alia*, providing the Tzadik Enterprise with insurance proposals and bound summaries specifically identifying the KINGS TRAIL APARTMENTS as a property to be covered under the United Policy, subsequently and failing to apply for coverage on the KINGS TRAIL APARTMENTS under the United Policy, failing to disclose to the TZA that the KINGS TRAIL APARTMENTS were not covered under the United Policy, and leaving the Tzadik Enterprise without adequate coverage or indemnity against the Kimble claim by way of \$750,000 gap in coverage between the James River Policy and the AIG Policy.

84. SHINNICK's willful violation of Part IX of Chapter 626, Florida Statutes has caused the Tzadik Enterprise damages.

WHEREFORE, Plaintiffs, TZA, TZM, TZM2, and TZP respectfully demand judgment against Defendant, SHINNICK, for damages in accordance with Section 626.9521(2), Florida Statute and for any other relief deemed just and proper by this Court.

**COUNT VI – NON-WILLFUL VIOLATION OF SECTION 626.951, FLORIDA STATUTES
(UNFAIR INSURANCE TRADE PRACTICES ACT)
(Tzadik Enterprise against Ian Shinnick)**

85. Plaintiffs hereby readopt and reassert the general allegations contained in paragraphs 11 through 51 as though fully set forth herein.

86. This Count is plead in the alternative to Count IX.

87. As provided for by Section 626.9641, Florida Statutes, the Tzadik Enterprise as a policyholder possessed, *inter alia*, the following rights:

- XI. The right to competitive pricing practices and marketing methods that enable it to determine the best value among comparable policies;
- XII. The right to obtain comprehensive coverage;
- XIII. The right to insurance advertising and other selling approaches that provide accurate and balanced information on the benefits and limitations of a policy;
- XIV. The right to be serviced by a competent, honest insurance agent or broker; and
- XV. The right to an insurance company that provides an economic delivery of coverage and that tries to prevent losses.

88. SHINNICK violated Part IX of Chapter 626, Florida Statutes by violating the Tzadik Enterprise's (1) right to obtain comprehensive coverage; (2) right to be serviced by a competent, honest insurance agent or broker; (3) right to insurance advertising and other selling approaches that provide accurate and balanced information on the benefits and limitations of a policy; and (4) right to an insurance company that provides an economic delivery of coverage and that tries to prevent losses.

89. As more particularly alleged above, SHINNICK provided the Tzadik Enterprise with insurance proposals and bound summaries specifically identifying the KINGS TRAIL APARTMENTS as a property to be covered under the United Policy, subsequently and failing to apply for coverage on the KINGS TRAIL APARTMENTS under the United Policy, failing to disclose to the TZA that the KINGS TRAIL APARTMENTS were not covered under the United Policy, and leaving the Tzadik Enterprise without adequate coverage or indemnity against the Kimble claim by way of \$750,000 gap in coverage between the James River Policy and the AIG Policy.

90. SHINNICK's willful violation of Part IX of Chapter 626, Florida Statutes has caused the Tzadik Enterprise damages.

WHEREFORE, Plaintiffs, TZA, TZM, TZM2, and TZP respectfully demand judgment against Defendant, SHINNICK, for damages in accordance with Section 626.9521(2), Florida Statute and for any other relief deemed just and proper by this Court.

COUNT VII – NEGLIGENCE
(Tzadik Enterprise against Ara Dresner)

91. Plaintiffs hereby readopt and reassert the general allegations contained in paragraphs 11 through 51 as though fully set forth herein.

92. DRESNER was the Tzadik Enterprise's insurance representative with BROWN AND BROWN.

93. DRESNER, as a representative of the Tzadik Enterprise, was responsible for, and possessed a duty to, check the endorsements under the James River Policy, the United Policy, and the AIG Policy for accuracy and completeness.

94. During Defendants' efforts to secure coverage that was customized to the Tzadik Enterprise's needs, DRESNER was responsible for, and had a duty to request changes or corrections to, the Tzadik Enterprise's policies to ensure coverage comported with amounts and levels initially requested by the Tzadik Enterprise.

95. The United Policy issued to TZA, TZM, and TZP, failed to include coverage for the KINGS TRAIL APARTMENTS as identified on the insurance proposals and bound summaries provided to the Tzadik Enterprise by BROWN AND BROWN and SHINNICK.

96. DRESNER breached the aforementioned duties, in the course and scope of her employment under BROWN AND BROWN, by:

XVI. failing to ensure that the United Policy issued to TZA, TZM, and TZP included comprehensive coverage for the KINGS TRAIL APARTMENTS;
and

XVII. failing to request changes to the United Policy issued to TZA, TZM, and TZP so as to include comprehensive coverage for the KINGS TRAIL APARTMENTS.

97. As a direct and proximate result of DRESNER'S negligence the Tzadik Enterprise was left without comprehensive coverage or indemnity defense against the Kimble claim.

98. The Tzadik Enterprise has suffered damages.

WHEREFORE, Plaintiffs, TZA, TzM, TzM2, and TZP respectfully demand judgment against Defendant, DRESNER, for damages, compensatory damages, prejudgment and post-judgment interest, costs and all other relief deemed just and proper by this Court.

**COUNT VIII – VICARIOUS LIABILITY OF BROWN AND BROWN FOR
ACTS OF EMPLOYEES
(Tzadik Enterprise against Brown and Brown)**

99. Plaintiffs hereby readopt and reassert the general allegations contained in paragraphs 11 through 51 as though fully set forth herein.

100. BROWN AND BROWN assigned SHINNICK to be the Tzadik Enterprise's insurance broker and advisor.

101. DRESNER was the Tzadik Enterprise's insurance representative with BROWN AND BROWN.

102. SHINNICK and DRESNER'S representations, assurances, actions, and conduct in procuring and/or facilitating insurance coverage that was customized to the Tzadik Enterprise's needs were, at all times material, made or taken in the course and scope of SHINNICK and DRESNER'S employment under BROWN AND BROWN.

103. SHINNICK violated Part IX of Chapter 626, Florida Statutes by violating the Tzadik Enterprise's (1) right to obtain comprehensive coverage; (2) right to be serviced by a competent, honest insurance agent or broker; (3) right to insurance advertising and other selling approaches that provide accurate and balanced information on the benefits and limitations of a policy; and (4) right to an insurance company that provides an economic delivery of coverage and that tries to prevent losses.

104. As more particularly alleged above, SHINNICK breached its fiduciary duties of honesty and fair dealing by, *inter alia*, providing the Tzadik Enterprise with insurance proposals

and bound summaries specifically identifying the KINGS TRAIL APARTMENTS as a property to be covered under the United Policy, failing to apply for coverage on the KINGS TRAIL APARTMENTS under the United Policy, failing to disclose to the TZA that the KINGS TRAIL APARTMENTS were not covered under the United Policy, and leaving the Tzadik Enterprise without adequate coverage or indemnity against the Kimble claim by way of \$750,000 gap in coverage between the James River Policy and the AIG Policy.

105. DRESNER, as the Tzadik Enterprise's representative with BROWN AND BROWN, breached her duties while in the course and scope of her employment under BROWN AND BROWN, by:

XVIII. failing to ensure that the United Policy issued to TZA, TZM, and TZP included comprehensive coverage for the KINGS TRAIL APARTMENTS;
and

XIX. failing to request changes to the United Policy issued to TZA, TZM, and TZP so as to include comprehensive coverage for the KINGS TRAIL APARTMENTS.

106. As a direct and proximate result of the above-described acts by SHINNICK and DRESNER, the Tzadik Enterprise was left without comprehensive coverage or indemnity defense against the Kimble claim.

107. The Tzadik Enterprise has been damaged.

108. BROWN AND BROWN is vicariously liable for the negligent or intentional torts of its employees taken in the course and scope of their employment under BROWN AND BROWN.

WHEREFORE, Plaintiffs, TZA, TZM, TZM2, and TZP respectfully demand judgment against Defendant, DRESNER, for damages, compensatory damages, prejudgment and post-judgment interest, costs and all other relief deemed just and proper by this Court.

DEMAND FOR JURY TRIAL

Plaintiffs respectfully demand a jury trial on all issues so triable.

Dated this 2nd day of February, 2022.

GOVERNMENT LAW GROUP, PLLC
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Alternate e-
mail: ppoliakoff@govlawgroup.com

By: s/ Payton H. Poliakoff
ALAN G. KIPNIS
Florida Bar No.: 181788
PAYTON H. POLIAKOFF
Florida Bar No.: 1025078

VERIFICATION

I ADAM HENDRY, as the owner of Tzadik Acquisitions, LLC, Tzadik Properties, LLC; Tzadik Management Group, LLC; and Tzadik Management Group 2, LLC, declare as follows:

- I. I have reviewed the *Verified Complaint for Damages*, and if called on to testify I would competently testify as to matters stated herein.

- II. I have personal knowledge of Tzadik Acquisitions, LLC, Tzadik Properties, LLC; Tzadik Management Group, LLC; and Tzadik Management Group 2, LLC, their activities and intentions, including those set out in the foregoing *Verified Complaint for Damages*, and if called on to testify I would competently testify as to the matters stated herein.

- III. I verify under penalty of perjury under the laws of the State of Florida that the factual statements in this *Complaint* concerning, the activities and intentions of Tzadik Acquisitions, LLC, Tzadik Properties, LLC; Tzadik Management Group, LLC; and Tzadik Management Group 2, LLC, are true and correct.

Executed on February 2, 2022

State of FL County of MIAMI DADE
The foregoing instrument was acknowledged before me
this 2nd day of February, 2022.
by Adam Hendry
Elizabeth Hernandez Notary Public
My Commission Expires Sept 22, 2023

Adam H Hendry

Adam Hendry
CEO
Tzadik Enterprise



Exhibit "A" COMMON POLICY DECLARATIONS

United Specialty Insurance Company - Habitational 32 - 38, Dukes Place London, EC3	DUAL Commercial LLC 1100 5th Avenue South Suite 301 Naples, FL 34102
NAMED INSURED: <u>Tzadik Acquisitions, LLC; Tzadik Management Group 2 LLC</u>	
MAILING ADDRESS: <u>11098 Biscayne Blvd Suite 203</u> <u>Miami, FL 33161</u>	
POLICY PERIOD: FROM <u>10/15/2015</u> TO <u>10/15/2016</u> AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE	

BUSINESS DESCRIPTION	APARTMENT BUILDING OPERATORS
----------------------	------------------------------

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.	
	PREMIUM \$ <u>260,258.00</u> \$ _____ \$ _____ \$ _____ TOTAL: \$ <u>260,258.00</u>
Premium shown is payable: \$ <u>260,258.00</u> at inception. \$ _____	

FORMS APPLICABLE TO ALL COVERAGE PARTS (SHOW NUMBERS): <u>See Schedule of Forms</u> _____ _____ _____ _____
--

Countersigned: 10/26/2015	By:
Date	Authorized Representative

Schedule of Forms

Named Insured Tzadik Acquisitions, LLC; Tzadik Management Group 2 LLC

Policy No: DCH00047-00

United Specialty Insurance Company - Habitational

Form Name	Form Edition No
Common Policy Declarations	DCHGL0010415
Schedule of Forms	DCHGL0030415
Commercial General Liability Declarations	DCHGL0020415
Common Policy Conditions	IL00171198
Nuclear Energy Liability Exclusion	IL00210908
Commercial General Liability Coverage Form	CG00010413
Florida Changes - Cancellation and Nonrenewal	CG02200312
Deductible Liability Insurance	CG03000196
Additional Insured - Mortgagee, Assignee, or Receiver	CG20181185
Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - With Limited Bodily Injury Exclusion	CG21060514
Exclusion - Coverage C - Medical Payments	CG21351001
Employment Related Practices Exclusion	CG21471207
Exclusion - Year 2000 Computer-Related and Other Electronic Problems	CG21600998
Total Pollution Exclusion with a Building Heating, Cooling and Dehumidifying Equipment Exception and a Hostile Fire Exception	CG21651204
Fungi or Bacteria Exclusion	CG21671204
Silica or Silica Related Dust Exclusion	CG21960305
Amendment of Insured Contract Definition	CG24260413
Designated Location(s) General Aggregate Limit	CG25040509
Policy Holder Claim Information	DCHGL0070415
Exclusion - Asbestos Liability	DCHGL0100415
Exclusion - Lead Liability	DCHGL0110415
Exclusion - Cross Suits	DCHGL0301015
Independent Contractors Endorsement	DCHGL0160415
Pollutants Definition Amendment	DCHGL0180415
Minimum Earned Premium	DCHGL0190415
Service of Suit	DCHGL0200415
Negligent Hiring/Supervision Exclusion	DCHGL0220415
Non Stacking Of Limits Endorsement	DCHGL0260415

COMMERCIAL GENERAL LIABILITY DECLARATIONS

United Specialty Insurance Company - Habitational 32 - 38, Dukes Place London, EC3	DUAL Commercial LLC 1100 5th Avenue South Suite 301 Naples, FL 34102
NAMED INSURED: <u>Tzadik Acquisitions, LLC; Tzadik Management Group 2 LLC</u>	
MAILING ADDRESS: <u>11098 Biscayne Blvd Suite 203</u> <u>Miami, FL 33161</u>	
POLICY PERIOD: FROM <u>10/15/2015</u> TO <u>10/15/2016</u> AT 12:01 A.M. TIME AT YOUR MAILING ADDRESS SHOWN ABOVE	

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE		
EACH OCCURRENCE LIMIT	\$ <u>1,000,000</u>	
DAMAGE TO PREMISES		
RENTED TO YOU LIMIT	\$ <u>100,000</u>	Any one premises
MEDICAL EXPENSE LIMIT	\$ <u>NOT COVERED</u>	Any one person
PERSONAL & ADVERTISING INJURY LIMIT	\$ <u>1,000,000</u>	Any one person or organization
GENERAL AGGREGATE LIMIT		\$ <u>2,000,000</u>
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT		\$ <u>1,000,000</u>

DESCRIPTION OF BUSINESS	
FORM OF BUSINESS:	
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> PARTNERSHIP
<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> TRUST
<input checked="" type="checkbox"/> LIMITED LIABILITY COMPANY	<input type="checkbox"/> ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)
BUSINESS DESCRIPTION: <u>APARTMENT BUILDING OPERATORS</u>	

ALL PREMISES YOU OWN, RENT OR OCCUPY	
LOCATION NUMBER	ADDRESS OF ALL PREMISES YOU OWN, RENT OR OCCUPY
1	12406 N 15th St, Tampa, FL 33612
2	1307 E 127th Ave, Tampa, FL 33612
3	418 19th Street, Cypress Gardens, FL 33884
4	3950 Country Place, Winter Haven, FL 33880
5	929 Gilmore Ave, Lakeland, FL 33801
6	102 Landings Way, Winter Haven, FL 33880
7	3001 Northland Rd, Mount Dora, FL 32757
8	1606 36th Street, Sarasota, FL 34234
9	5402 Pine Chase Drive, Orlando, FL 32808
10	2811 Ruleme Street, Eustis, FL 32726
11	5013 E Slight Ave, Tampa, FL 33617
12	820 NW 70th Street, Miami, FL 33150
13	830 NW 70th Street, Miami, FL 33150

14	840 NW 70th Street, Miami, FL 33150
15	844 NW 70th Street, Miami, FL 33150
16	7136 NW 14th Place, Miami, FL 33147
17	7146 NW 14th Place, Miami, FL 33147
18	7104 NW 14th Place, Miami, FL 33147
19	7126 NW 14th Place, Miami, FL 33147
20	7160 NW 14th Place, Miami, FL 33147
21	7186 NW 14th Place, Miami, FL 33147
22	7184 NW 14TH Place, Miami, FL 33147
23	165 Kalendar Street, Opa Locka, FL 33054
24	1355 Ali Baba Avenue, Opa Locka, FL 33054
25	7001 NW 15 Avenue, Miami, FL 33141
26	1251 NW 61st Street, Miami, FL 33141
27	4156 NW 21st Avenue, Oakland Park, FL 33309
28	1360 Sharazad Avenue, Opa Locka, FL 33054
29	640 85 Street, Miami, FL 33161
30	650 85 Street, Miami, FL 33161
31	725 84 Street, Miami, FL 33161
32	735 84 Street, Miami, FL 33161
33	755 84 Street, Miami, FL 33161
34	775 84 Street, Miami, FL 33161
35	785 84 Street, Miami, FL 33161
36	2047 Lincoln Ave, Opa Locka, FL 33054
37	2050 Lincoln Ave, Opa Locka, FL 33054
38	8505 Harding Ave, Miami Beach, FL 33141
39	8521 Harding Ave, Miami Beach, FL 33141
40	1281 NW 61st st, Miami, FL 33142
41	1020 Pennsylvania Ave, Miami, FL 33139
42	2300 NW 6th Street, Fort Lauderdale, FL 33311
43	8285 NE Miami Court, Miami, FL 33138
44	8287 NE Miami Court, Miami, FL 33138
45	13533 Grangston Circle, Tampa, FL 33612

CLASSIFICATION AND PREMIUM

LOC. NO.	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
1	Apartment Buildings	60010	133	119.4990	Included	15,893.00	Included
2	Apartment Buildings	60010	132	119.4990	Included	15,774.00	Included
2	Swimming Pools - NOC	48925	1	1444.8610	Included	1,445.00	Included
2	Club - civic, service or social - having buildings or premises owned or leased - Not-For-Profit only	41668	1157	465.7780	Included	539.00	Included
3	Apartment Buildings	60010	83	96.6870	Included	8,025.00	Included
4	Apartment Buildings	60010	17	96.6870	Included	1,644.00	Included
5	Apartment Buildings	60010	372	96.6870	Included	35,968.00	Included
5	Swimming Pools - NOC	48925	1	1343.4670	Included	1,343.00	Included
5	Club - civic, service or social - having buildings or premises owned or leased - Not-For-Profit only	41668	1628	434.0920	Included	707.00	Included
6	Apartment Buildings	60010	60	96.6870	Included	5,801.00	Included
7	Apartment Buildings	60010	132	96.6870	Included	12,763.00	Included
8	Apartment Buildings	60010	118	96.6870	Included	11,409.00	Included
9	Apartment Buildings	60010	240	96.6870	Included	23,205.00	Included
9	Swimming Pools - NOC	48925	1	1343.4670	Included	1,343.00	Included
9	Club - civic, service or social - having buildings or premises owned or leased - Not-For-Profit only	41668	1000	434.0920	Included	434.00	Included
10	Apartment Buildings	60010	138	96.6870	Included	13,343.00	Included
11	Apartment Buildings	60010	160	119.4990	Included	19,120.00	Included
11	Swimming Pools - NOC	48925	1	1444.8610	Included	1,445.00	Included
11	Club - civic, service or social - having buildings or premises owned or leased - Not-For-Profit only	41668	774	465.7780	Included	361.00	Included
12	Apartment Buildings	60010	10	153.1760	Included	1,532.00	Included
13	Apartment Buildings	60010	10	153.1760	Included	1,532.00	Included
14	Apartment Buildings	60010	8	153.1760	Included	1,225.00	Included
15	Apartment Buildings	60010	8	153.1760	Included	1,225.00	Included
16	Apartment Buildings	60010	10	153.1760	Included	1,532.00	Included
17	Apartment Buildings	60010	10	153.1760	Included	1,532.00	Included
18	Apartment Buildings	60010	12	153.1760	Included	1,838.00	Included
19	Apartment Buildings	60010	6	153.1760	Included	919.00	Included
20	Apartment Buildings	60010	6	153.1760	Included	919.00	Included
21	Apartment Buildings	60010	10	153.1760	Included	1,532.00	Included
22	Parking - private	46622	20000	66.9920	Included	1,340.00	Included
23	Apartment Buildings	60010	20	153.1760	Included	3,064.00	Included
24	Apartment Buildings	60010	24	153.1760	Included	3,676.00	Included
25	Buildings or Premises - office - premises occupied by employees of the insured - Not-For-Profit only	61225	1500	412.8170	Included	619.00	Included
25	Apartment Buildings	60010	38	153.1760	Included	5,821.00	Included
26	Apartment Buildings	60010	4	153.1760	Included	613.00	Included
27	Real Estate Property Managed	47052	40000	8.5100	Included	340.00	Included

27	Apartment Buildings	60010	144	169.4720	Included	24,404.00	Included
28	Apartment Buildings	60010	20	153.1760	Included	3,064.00	Included
29	Apartment Buildings	60010	4	153.1760	Included	613.00	Included
30	Apartment Buildings	60010	4	153.1760	Included	613.00	Included
31	Apartment Buildings	60010	4	153.1760	Included	613.00	Included
32	Apartment Buildings	60010	4	153.1760	Included	613.00	Included
33	Apartment Buildings	60010	4	153.1760	Included	613.00	Included
34	Apartment Buildings	60010	4	153.1760	Included	613.00	Included
35	Apartment Buildings	60010	4	153.1760	Included	613.00	Included
36	Apartment Buildings	60010	4	153.1760	Included	613.00	Included
37	Apartment Buildings	60010	4	153.1760	Included	613.00	Included
38	Apartment Buildings	60010	14	153.1760	Included	2,144.00	Included
39	Apartment Buildings	60010	14	153.1760	Included	2,144.00	Included
40	Apartment Buildings	60010	33	153.1760	Included	5,055.00	Included
41	Vacant Land	49451	1	2.0260	Included	2.00	Included
42	Apartment Buildings	60010	10	169.4720	Included	1,695.00	Included
43	Apartment Buildings	60010	6	153.1760	Included	919.00	Included
44	Apartment Buildings	60010	6	153.1760	Included	919.00	Included
45	Apartment Buildings	60010	120	119.4990	Included	14,340.00	Included

TOTAL ANNUAL PREMIUM \$ 260,258
 POLICY MINIMUM \$ _____

PREMIUM SHOWN IS PAYABLE: \$ _____ AT INCEPTION \$ 260,258
 AT EACH ANNIVERSARY \$ _____
 (IF POLICY PERIOD IS MORE THAN ONE YEAR AND
 PREMIUM IS PAID IN ANNUAL INSTALLMENTS)

AUDIT PERIOD (IF APPLICABLE)	<input type="checkbox"/> ANNUALLY	<input type="checkbox"/> SEMI-ANNUALLY	<input type="checkbox"/> QUARTERLY	<input type="checkbox"/> MONTHLY
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ENDORSEMENTS

ENDORSEMENTS ATTACHED TO THIS POLICY:
 See Attached Form Schedule

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

Countersigned: 10/26/2015	By:
Date	Authorized Representative

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

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

1. The insurance does not apply:
 - A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) 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, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) 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 an "insured"; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

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

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product 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 **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

- (c)** 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;

- (d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"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.

"Property damage" includes all forms of radioactive contamination of property.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES**COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY****1. Insuring Agreement**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a.** The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b.** This insurance applies to such liability assumed by the insured;
- c.** The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d.** The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e.** The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f.** The indemnitee:

(1) Agrees in writing to:

- (a)** Cooperate with us in the investigation, settlement or defense of the "suit";
- (b)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c)** Notify any other insurer whose coverage is available to the indemnitee; and
- (d)** Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a)** Obtain records and other information related to the "suit"; and
- (b)** Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.
- ### SECTION III – LIMITS OF INSURANCE
1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C**because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
- 2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- 4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication; provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.
- 5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
- 7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

- 9. "Insured contract" means:**
- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b.** A sidetrack agreement;
 - c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e.** An elevator maintenance agreement;
 - f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
Paragraph **f.** does not include that part of any contract or agreement:
 - (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
 - (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.
- 10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".**
- 11. "Loading or unloading" means the handling of property:**
- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b.** While it is in or on an aircraft, watercraft or "auto"; or
 - c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
- 12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:**
- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b.** Vehicles maintained for use solely on or next to premises you own or rent;
 - c.** Vehicles that travel on crawler treads;
 - d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1)** Power cranes, shovels, loaders, diggers or drills; or
 - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2)** Cherry pickers and similar devices used to raise or lower workers;
 - f.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

- a.** Means:
 - (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
 - (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2)** The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:

2. Cancellation Of Policies In Effect

a. For 90 Days Or Less

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

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

b. For More Than 90 Days

If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium;

- (2) The policy was obtained by a material misstatement;
- (3) Failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;
- (4) A substantial change in the risk covered by the policy; or
- (5) The cancellation is for all insureds under such policies for a given class of insureds.

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

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (b) 45 days before the effective date of cancellation if we cancel for any of the other reasons stated in Paragraph 2.b.

B. Paragraph 3. of the Cancellation Common Policy Condition is replaced by the following:

3. We will mail or deliver our notice to the first Named Insured at the last mailing address known to us.

C. Paragraph 5. of the **Cancellation** Common Policy Condition is replaced by the following:

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

D. The following is added and supersedes any other provision to the contrary:

Nonrenewal

1. If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

POLICY NUMBER: DCH00047-00

COMMERCIAL GENERAL LIABILITY
CG 03 00 01 96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Coverage	SCHEDULE	Amount and Basis of Deductible	
		PER CLAIM	or PER OCCURRENCE
Bodily Injury Liability OR		\$	\$
Property Damage Liability OR		\$	\$
Bodily Injury Liability and/or Property Damage Liability Combined		\$	\$ 5,000

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):

- A.** Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.
 - B.** You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
 - 1. PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:
 - a.** Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
 - b.** Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
 - c.** Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
 - (1)** "Bodily injury";
 - (2)** "Property damage"; or
 - (3)** "Bodily injury" and "property damage" combined
- as the result of any one "occurrence".
- If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.
- With respect to "property damage", person includes an organization.



2. PER OCCURRENCE BASIS. If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:

- a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
- b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
- c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

C. The terms of this insurance, including those with respect to:

- 1. Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2. Your duties in the event of an "occurrence", claim, or "suit"

apply irrespective of the application of the deductible amount.

D. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

POLICY NUMBER: DCH00047-00

**COMMERCIAL GENERAL
LIABILITY
CG 20 18 11 85**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED –
MORTGAGEE, ASSIGNEE, OR RECEIVER**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

Name of Person or Organization:

Blanket per Schedule on File

Designation of Premises:

Per Location Schedule on File

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

1. WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.
2. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

CG 20 18 11 85

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ACCESS OR DISCLOSURE OF
CONFIDENTIAL OR PERSONAL INFORMATION AND
DATA-RELATED LIABILITY – WITH
LIMITED BODILY INJURY EXCEPTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion 2.p. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

B. The following is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

COMMERCIAL GENERAL LIABILITY
CG 21 35 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – COVERAGE C – MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description And Location Of Premises Or Classification:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any premises or classification shown in the Schedule:

1. Section I – Coverage C – Medical Payments does not apply and none of the references to it in the Coverage Part apply: and
2. The following is added to Section I – Supplementary Payments:
 - h. Expenses incurred by the insured for first aid administered to others at the time of an accident for "bodily injury" to which this insurance applies.

CG 21 35 10 01

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – YEAR 2000 COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

2. Exclusions

This insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" (or "personal and advertising injury" if defined as such in your policy) arising directly or indirectly out of:

a. Any actual or alleged failure, malfunction or inadequacy of:

- (1)** Any of the following, whether belonging to any insured or to others:
 - (a)** Computer hardware, including micro-processors;
 - (b)** Computer application software;
 - (c)** Computer operating systems and related software;

(d) Computer networks;

(e) Microprocessors (computer chips) not part of any computer system; or

(f) Any other computerized or electronic equipment or components; or

(2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **2.a.(1)** of this endorsement

due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond.

b. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **2.a.** of this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION WITH A BUILDING HEATING, COOLING AND DEHUMIDIFYING EQUIPMENT EXCEPTION AND A HOSTILE FIRE EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

f. Pollution

(1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to:

(a) "Bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests; or

(b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

(i) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or

(ii) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- Fungi Or Bacteria**
- a.** "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
 - b.** Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.
- B.** The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- Fungi Or Bacteria**
- a.** "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
 - b.** Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- C.** The following definition is added to the **Definitions** Section:
- "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
 - b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.
- C. The following definitions are added to the Definitions Section:**
1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
 2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The definition of "insured contract" in the **Definitions** section is replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

**COMMERCIAL GENERAL LIABILITY
CG 25 04 05 09**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED LOCATION(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to operations at a single designated "location" shown in the Schedule above:

1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:

1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Location General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.

D. For the purposes of this endorsement, the Definitions Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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NOTICE TO ALL POLICYHOLDERS
IMPORTANT CLAIM INFORMATION

TO REPORT A CLAIM OR IF YOU HAVE ANY QUESTIONS RELATED TO A CLAIM,
PLEASE REFER THESE MATTERS TO THE ADMINISTRATORS AS OUTLINED BELOW:

FOR ALL GENERAL LIABILITY LOSSES

PLEASE EMAIL TO: claims@usadjustment.com

OR CALL or FAX TO:

U.S. ADJUSTMENT CORPORATION

PHONE: (215) 244-9500

FAX: (215) 244-9501

PLEASE NOTE THAT A LOSS ACCORD FORM IS REQUIRED WHEN SUBMITTING A NEW LOSS.

IF YOU NEED ANY FURTHER ASSISTANCE, PLEASE CONTACT YOUR LOCAL AGENT.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ASBESTOS LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS / COMPLETED OPERATIONS COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

The following exclusion is added to the Commercial General Liability Coverage Form under Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury and Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability** and Paragraph 2., **Exclusions of Section I – Coverage C – Medical Payments**

The following exclusion is added to the Products/Completed Operations Liability Coverage Form and the Owners and Contractors Protective Liability Coverage Form under Paragraph 2., **Exclusions of Section I – Bodily Injury and Property Damage Liability**

The following exclusion is added to the Railroad Protective Liability Coverage Form under Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury and Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B – Physical Damage to Property**

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” caused by, resulting from or arising out of the actual, alleged or threatened:

- (1) Asbestos, asbestos fibers or asbestos products or any obligation of the insured to indemnify another and/or contribute with another because of damages arising out of, or as a result of such “bodily injury”, “property damage” or “personal and advertising injury”. This exclusion includes the inhalation of, ingestion of, or prolonged physical exposure to asbestos or products or work containing asbestos;
- (2) Use of asbestos in “your work” or “your product” or the work or product of any person or organization for whom you may be legally responsible including any supervision, instructions, recommendations, notices, warnings or advice given or which should have been given in connection with the manufacturing, selling and/or distributing of asbestos, asbestos fibers or asbestos products or products containing asbestos;
- (3) Exposure to asbestos or products containing asbestos which are at any time removed from a building or a structure, transported, handled, stored, treated, disposed of, processed or manufactured by you or any person or any organization for whom you may be legally responsible including:
 - (a) Cost of asbestos removal and replacement with other materials;
 - (b) Property damage in the course of removing asbestos, asbestos fibers or asbestos products.

In addition, we shall not be obligated to investigate, to pay any claim or judgment or to defend any suit for “bodily injury,” “property damage,” or “personal and advertising injury” caused by, resulting from or arising out of asbestos, asbestos fibers or asbestos products.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - LEAD LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

The following exclusion is added to the Commercial General Liability Coverage Form under Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury and Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability** and Paragraph 2., **Exclusions of Section I – Coverage C – Medical Payments**

The following exclusion is added to the Products/Completed Operations Liability Coverage Form and the Owners and Contractors Protective Liability Coverage Form under Paragraph 2., **Exclusions of Section I – Bodily Injury and Property Damage Liability**

The following exclusion is added to the Railroad Protective Liability Coverage Form under Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury and Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B – Physical Damage to Property**

This insurance does not apply to any of the following:

- (1) “Bodily Injury”, “property damage”, “personal and advertising injury” or any other loss, cost or expense arising out of the presence, ingestion, inhalation, absorption, manufacture of, use of, sale of, installation of, removal of, distribution of or exposure to lead in any form or any product containing lead;
- (2) Any obligation of the Insured to indemnify any party because of damages arising out of such “bodily injury”, “property damage”, “personal and advertising injury” or any other loss, cost or expense arising out of the presence, ingestion, inhalation, absorption, manufacture of, use of, sale of, installation of, removal of, distribution of or exposure to lead in any form or any product containing lead; or
- (3) Any obligation to defend any suit or claim against the Insured alleging “bodily injury”, “property damage”, “personal and advertising injury” or any other loss, cost or expense arising out of the presence, ingestion, inhalation, absorption, manufacture of, use of, sale of, installation of, removal of, distribution of or exposure to lead in any form or any product containing lead.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CROSS SUITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following exclusion is added under Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury and Property Damage Liability and Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

Cross Suits

Any claim or “suit” for damages by any named insured under this policy against another named insured under this policy.

- B.** All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDEPENDENT CONTRACTORS ENDORSEMENT

This endorsement modifies insurance provided under the following Policy and Coverage Parts:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed the insurance as afforded by this policy as respects operations performed by independent contractors is subject to the following provisions:

It is agreed by the named insured that the independent contractor will have in force:

A. Certificates of Insurance from all contractors and sub-contractors providing evidence of like coverage as is afforded by this policy.

B. Such Certificates of Insurance will contain limits of liability for the contractors and subcontractors at least equal to the limits of this policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTANTS DEFINITION AMENDMENT

All Coverage Parts or Coverage Forms included in this policy are subject to the following:

The definition of "pollutants" is replaced in its entirety by the following:

"Pollutants" mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, radiation or radioactive contamination, dioxins, polychlorinated biphenols, pathogenic or poisonous biological or chemical materials and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

DC HGL 019 0415

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM

Provision **A.5.** of the **Cancellation** Condition contained in the Common Policy Conditions is deleted in its entirety and replaced with the following:

A. Cancellation

5.If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the insured cancels, the refund may be less than pro rata. However, if the policy is cancelled at the request of the named insured, the total retained by the company shall not be less than **25%** of the premium.

**COMMERCIAL LIABILITY
DC HGL 022 0415**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEGLIGENT HIRING/SUPERVISION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

This insurance does not apply to: Any claims, accusations, or charges of negligent hiring, placement, training or supervision by or on behalf of any Insured.

All other terms and conditions of this policy remain unchanged.

**COMMERCIAL GENERAL LIABILITY
DC HGL 026 0415**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-STACKING OF LIMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The limit of liability of the Company for any occurrence or claim under all policies issued to the Named Insured by the Company or any of its affiliates in the aggregate shall not exceed the highest applicable limit under any one such policy.

This endorsement shall not apply to any policy issued (by the Company, or any of its affiliates), specifically to apply as umbrella or similar policies or coverage form over this policy.

All other terms and conditions of this policy remain unchanged.

Named Insured: Tzadik Acquisitions, LLC; Tzadik Management Group 2 LLC

Policy Effective Date: 10/15/2015

Policy Expiration Date: 10/15/2016

This endorsement effective: 12:01 A.M. 10/15/2015 forms a part of

Policy No: DCH00047-00 United Specialty Insurance Company

Amendatory Endorsement

In consideration of the premium shown below, it is hereby understood and agreed this endorsement is attached to and forms part of the above policy and is effective as shown above. This endorsement amends only the changes which are indicated by check in the box immediately preceding such change:

- 1. Policy is
- 2. Item(s) listed below are the policy schedule.
- 3. Name of Insured is amended as shown below.
- 4. Insured mailing address is amended as shown below.
- 5. Policy term is amended to:
- 6. Endorsement No is null and void
- 7. Description of item(s) is amended as shown below.
- 8. Limit of Liability is as shown below.
- 9. Policy Reinstated
- 10. Other, as shown below

.....
It is hereby agreed and understood that the Named Insured Schedule for the policy is as shown below. Respective locations per Named Insured are held on file.

TZADIK ACQUISITIONS ET AL;
TZADIK ACQUISITIONS
Tzadik Acquisitions, LLC
Tzadik Management Group
Tzadik Properties, LLC
Opa Locka Holdings, LLC
640 & 725 Buildings LLC
8505 Harding LLC
1020 PENNSYLVANIA AVE LLC
2300 NW 6TH ST LLC

All other terms and conditions remain unchanged.

Breakdown:

\$	0.00 Premium
\$	0.00 Terrorism Premium
<hr/>	
\$	0.00 Grand Total

Named Insured: Tzadik Acquisitions, LLC; Tzadik Management Group 2 LLC

Policy Effective Date: 10/15/2015

Policy Expiration Date: 10/15/2016

This endorsement effective: 12:01 A.M. 10/15/2015 forms a part of

Policy No: DCH00047-00 United Specialty Insurance Company

Amendatory Endorsement

In consideration of the premium shown below, it is hereby understood and agreed this endorsement is attached to and forms part of the above policy and is effective as shown above. This endorsement amends only the changes which are indicated by check in the box immediately preceding such change:

- 1. Policy is
- 2. Item(s) listed below are the policy schedule.
- 3. Name of Insured is amended as shown below.
- 4. Insured mailing address is amended as shown below.
- 5. Policy term is amended to:
- 6. Endorsement No is null and void
- 7. Description of item(s) is amended as shown below.
- 8. Limit of Liability is as shown below.
- 9. Policy Reinstated
- 10. Other, as shown below

.....
It is hereby agreed and understood that Location 43 on the policy is now amended as shown below:

8275-8286 NE Miami Court, Miami, FL 33138

All other terms and conditions remain unchanged.

Breakdown:

\$	0.00 Premium
\$	0.00 Terrorism Premium
\$	0.00 Brokerage Fee
\$	<u>0.00 Grand Total</u>

Issue Date: 11/13/2015

Authorized Representative

Named Insured: Tzadik Acquisitions, LLC; Tzadik Management Group 2 LLC

Policy Effective Date: 10/15/2015

Policy Expiration Date: 10/15/2016

This endorsement effective: 12:01 A.M. 11/05/2015 forms a part of

Policy No: DCH00047-00 United Specialty Insurance Company

Amendatory Endorsement

In consideration of the premium shown below, it is hereby understood and agreed this endorsement is attached to and forms part of the above policy and is effective as shown above. This endorsement amends only the changes which are indicated by check in the box immediately preceding such change:

- 1. Policy is
- 2. Item(s) listed below are the policy schedule.
- 3. Name of Insured is amended as shown below.
- 4. Insured mailing address is amended as shown below.
- 5. Policy term is amended to:
- 6. Endorsement No is null and void
- 7. Description of item(s) is amended as shown below.
- 8. Limit of Liability is as shown below.
- 9. Policy Reinstated
- 10. Other, as shown below

.....
It is hereby agreed and understood that the locations shown below are now deleted from the policy:

- 1. La Estancia Apartments (formally called Crystal Lake Apartments)
4156 NW 21st Avenue
Fort Lauderdale, FL
- 2. Little River Apartments (formerly called Little Haiti Apartments)
8275-8287 NE Miami Court
Miami, FL

All other terms and conditions remain unchanged.

Breakdown:

\$	0.00 Premium
\$	0.00 Terrorism Premium
\$	<u>0.00 Grand Total</u>

Issue Date: 11/13/2015

Authorized Representative

Named Insured: Tzadik Acquisitions, LLC; Tzadik Management Group 2 LLC

Policy Effective Date: 10/15/2015

Policy Expiration Date: 10/15/2016

This endorsement effective: 12:01 A.M. 11/12/2015 forms a part of

Policy No: DCH00047-00 United Specialty Insurance Company

Amendatory Endorsement

In consideration of the premium shown below, it is hereby understood and agreed this endorsement is attached to and forms part of the above policy and is effective as shown above. This endorsement amends only the changes which are indicated by check in the box immediately preceding such change:

- 1. Policy is
- 2. Item(s) listed below are the policy schedule.
- 3. Name of Insured is amended as shown below.
- 4. Insured mailing address is amended as shown below.
- 5. Policy term is amended to:
- 6. Endorsement No is null and void
- 7. Description of item(s) is amended as shown below.
- 8. Limit of Liability is as shown below.
- 9. Policy Reinstated
- 10. Other, as shown below

.....
It is hereby agreed and understood in consideration of the premium charged; the location and exposures shown below are now added to the policy:

1250 E 113th Avenue, Tampa, FL 33612

General Liability Exposures:

60010- Apartment Buildings, Exposure- 353 Units

62003- Condominium, Exposure- 97 Units

48925- Swimming Pool, Exposure- 1 Pool

41668- Clubhouse, Exposure- 2,500 Square Feet

All other terms and conditions remain unchanged.

Breakdown:

\$	49,059.00 Premium
\$	0.00 Terrorism Premium
\$	175.00 Inspection Fee
\$	0.00 Brokerage Fee
\$	<u>49,234.00 Grand Total</u>

DUAL Commercial LLC
 1100 5th Avenue South, Suite 301
 Naples, FL 34102

Peachtree Special Risk Brokers, LLC -
 Charlotte
 11405 North Community House Road
 Ste. #100
 Charlotte, NC 28277-

Invoice No: 69327

Invoice Type: DEBIT

Invoice Date: 11/13/2015

Underwriter Donovan, Steve

Effective Date: 11/12/2015 - 10/15/2016

Policy #: DCH00047-00
 RE: Tzadik Acquisitions, LLC; Tzadik Management
 Group 2 LLC
 Company: United Specialty Insurance Company

Description	Gross Billed	Broker %	Broker Amt	Net Due
United Specialty Insurance Company - Monoline GL	\$49,059.00	15.00%	\$7,358.85	\$41,700.15
Inspection Fee	\$175.00	0.00%	\$0.00	\$175.00
Totals:	\$49,234.00		\$7,358.85	\$41,875.15

Comments: PAYMENT REQUIRED 30 DAYS FROM EFFECTIVE DATE.

Broker Copy

Named Insured: Tzadik Acquisitions, LLC; Tzadik Management Group 2 LLC
Policy Effective Date: 10/15/2015
Policy Expiration Date: 10/15/2016

This endorsement effective: 12:01 A.M. 11/12/2015 forms a part of
Policy No: DCH00047-00 United Specialty Insurance Company

Amendatory Endorsement

In consideration of the premium shown below, it is hereby understood and agreed this endorsement is attached to and forms part of the above policy and is effective as shown above. This endorsement amends only the changes which are indicated by check in the box immediately preceding such change:

- | | |
|--|---|
| 1. <input type="checkbox"/> Policy is | 6. <input type="checkbox"/> Endorsement No is null and void |
| 2. <input type="checkbox"/> Item(s) listed below are the policy schedule. | 7. <input type="checkbox"/> Description of item(s) is amended as shown below. |
| 3. <input type="checkbox"/> Name of Insured is amended as shown below. | 8. <input type="checkbox"/> Limit of Liability is as shown below. |
| 4. <input type="checkbox"/> Insured mailing address is amended as shown below. | 9. <input type="checkbox"/> Policy Reinstated |
| 5. <input type="checkbox"/> Policy term is amended to: | 10. <input checked="" type="checkbox"/> Other, as shown below |

.....
It is hereby agreed and understood that the attached CG2018 1185, DCHGL0200415, and USIC Claims Form are now added to the policy.

All other terms and conditions remain unchanged.

Breakdown:

\$	0.00 Premium
\$	0.00 Terrorism Premium
\$	<hr/> 0.00 Grand Total

NOTICE TO ALL POLICYHOLDERS
IMPORTANT CLAIM INFORMATION

**TO REPORT A CLAIM OR IF YOU HAVE ANY QUESTIONS RELATED TO A CLAIM,
PLEASE REFER THESE MATTERS TO THE ADMINISTRATORS AS OUTLINED BELOW:**

FOR ALL GENERAL LIABILITY LOSSES

PLEASE EMAIL TO: claims@usadjustment.com

OR CALL or FAX TO:

U.S. ADJUSTMENT CORPORATION

PHONE: (215) 244-9500

FAX: (215) 244-9501

PLEASE NOTE THAT A LOSS ACCORD FORM IS REQUIRED WHEN SUBMITTING A NEW LOSS.

IF YOU NEED ANY FURTHER ASSISTANCE, PLEASE CONTACT YOUR LOCAL AGENT.

POLICY NUMBER: DCH00047-00

**COMMERCIAL GENERAL
LIABILITY
CG 20 18 11 85**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED –
MORTGAGEE, ASSIGNEE, OR RECEIVER**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

Name of Person or Organization:

BANK LEUMI USA
19495 BISCAYNE BLVD #500
AVENTURA, FL 33180

Designation of Premises:

Per Location Schedule on File

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

1. WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.
2. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

CG 20 18 11 85

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT ENDORSEMENT

It is agreed that service of process in suit may be made upon:

Florida Chief Financial Officer

Jeff Atwater (or his successor in office)

200 East Gaines Street

Tallahassee, FL 32399

and that in any suit instituted against any one of them upon this contract, the Company will abide by the final decision of any Court or Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of the Company in any suit and/or upon the request of the Insured to give a written undertaking to the Insured that they will enter a general appearance upon the Company's behalf in the event a suit is instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the Company designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

Named Insured: Tzadik Acquisitions, LLC; Tzadik Management Group 2 LLC

Policy Effective Date: 10/15/2015

Policy Expiration Date: 10/15/2016

This endorsement effective: 12:01 A.M. 10/15/2015 forms a part of

Policy No: DCH00047-00 United Specialty Insurance Company

Amendatory Endorsement

In consideration of the premium shown below, it is hereby understood and agreed this endorsement is attached to and forms part of the above policy and is effective as shown above. This endorsement amends only the changes which are indicated by check in the box immediately preceding such change:

- | | |
|--|---|
| 1. <input type="checkbox"/> Policy is | 6. <input type="checkbox"/> Endorsement No is null and void |
| 2. <input type="checkbox"/> Item(s) listed below are the policy schedule. | 7. <input type="checkbox"/> Description of item(s) is amended as shown below. |
| 3. <input type="checkbox"/> Name of Insured is amended as shown below. | 8. <input type="checkbox"/> Limit of Liability is as shown below. |
| 4. <input type="checkbox"/> Insured mailing address is amended as shown below. | 9. <input type="checkbox"/> Policy Reinstated |
| 5. <input type="checkbox"/> Policy term is amended to: | 10. <input checked="" type="checkbox"/> Other, as shown below |

.....
It is hereby agreed and understood that the Named Insured Schedule issued with endorsement #1, is now amended as shown below. Respective locations per Named Insured are held on file.

TZADIK ACQUISITIONS ETAL, LLC;

Tzadik Acquisitions, LLC

Tzadik Management Group, LLC

Tzadik Properties, LLC

Opa Locka Holdings, LLC

640 & 725 Buildings LLC

8505 Harding LLC

1020 PENNSYLVANIA AVE LLC

2300 NW 6TH ST LLC

All other terms and conditions remain unchanged.

Breakdown:

\$	0.00 Premium
\$	0.00 Terrorism Premium
<hr/>	
\$	0.00 Grand Total

Named Insured: Tzadik Acquisitions, LLC; Tzadik Management Group 2 LLC

Policy Effective Date: 10/15/2015

Policy Expiration Date: 10/15/2016

This endorsement effective: 12:01 A.M. 11/12/2015 forms a part of

Policy No: DCH00047-00 United Specialty Insurance Company

Amendatory Endorsement

In consideration of the premium shown below, it is hereby understood and agreed this endorsement is attached to and forms part of the above policy and is effective as shown above. This endorsement amends only the changes which are indicated by check in the box immediately preceding such change:

- 1. Policy is
- 2. Item(s) listed below are the policy schedule.
- 3. Name of Insured is amended as shown below.
- 4. Insured mailing address is amended as shown below.
- 5. Policy term is amended to:
- 6. Endorsement No is null and void
- 7. Description of item(s) is amended as shown below.
- 8. Limit of Liability is as shown below.
- 9. Policy Reinstated
- 10. Other, as shown below

.....
It is hereby agreed and understood that the Named Insured Schedule is amended to include the Additional Named Insureds below:

Tzadik Oaks LLC

University Oakwoods Association

All other terms and conditions remain unchanged.

Breakdown:

\$	0.00 Premium
\$	0.00 Terrorism Premium
\$	<u>0.00 Grand Total</u>

Issue Date: 12/14/2015

Authorized Representative

Named Insured: Tzadik Acquisitions, LLC; Tzadik Management Group 2 LLC
Policy Effective Date: 10/15/2015
Policy Expiration Date: 10/15/2016

This endorsement effective: 12:01 A.M. 12/16/2015 forms a part of
Policy No: DCH00047-00 United Specialty Insurance Company

Amendatory Endorsement

In consideration of the premium shown below, it is hereby understood and agreed this endorsement is attached to and forms part of the above policy and is effective as shown above. This endorsement amends only the changes which are indicated by check in the box immediately preceding such change:

- 1. Policy is
- 2. Item(s) listed below are the policy schedule.
- 3. Name of Insured is amended as shown below.
- 4. Insured mailing address is amended as shown below.
- 5. Policy term is amended to:
- 6. Endorsement No is null and void
- 7. Description of item(s) is amended as shown below.
- 8. Limit of Liability is as shown below.
- 9. Policy Reinstated
- 10. Other, as shown below

.....
It is hereby agreed and understood that the attached DCH0240415 is now added to the policy for the below shown locations:

Named Insured	Address
OPA LOCKA HOLDINGS LLC	820 NW 70th Street, Miami, FL 33150
OPA LOCKA HOLDINGS LLC	830 NW 70th Street, Miami, FL 33150
OPA LOCKA HOLDINGS LLC	840 NW 70th Street, Miami, FL 33150
OPA LOCKA HOLDINGS LLC	844 NW 70th Street, Miami, FL 33150
OPA LOCKA HOLDINGS LLC	7136 NW 14th Place, Miami, FL 33147
OPA LOCKA HOLDINGS LLC	7146 NW 14th Place, Miami, FL 33147
OPA LOCKA HOLDINGS LLC	7104 NW 14th Place, Miami, FL 33147
OPA LOCKA HOLDINGS LLC	7126 NW 14th Place, Miami, FL 33147
OPA LOCKA HOLDINGS LLC	7160 NW 14th Place, Miami, FL 33147
OPA LOCKA HOLDINGS LLC	7186 NW 14th Place, Miami, FL 33147
OPA LOCKA HOLDINGS LLC	7184 NW 14TH Place, Miami, FL 33147
OPA LOCKA HOLDINGS LLC	165 Kalendar Street, Opa Locka, FL 33054
OPA LOCKA HOLDINGS LLC	1355 Ali Baba Avenue, Opa Locka, FL 33054

OPA LOCKA HOLDINGS LLC	7001 NW 15 Avenue, Miami, FL 33141
OPA LOCKA HOLDINGS LLC	7001 NW 15 Avenue , Miami, FL 33141
OPA LOCKA HOLDINGS LLC	1251 NW 61st Street, Miami, FL 33141
OPA LOCKA HOLDINGS LLC	1360 Sharazad Avenue, Opa Locka, FL 33054
640 & 725 Buildings LLC	640 85 Street, Miami, FL 33161
640 & 725 Buildings LLC	650 85 Street, Miami, FL 33161
640 & 725 Buildings LLC	725 84 Street, Miami, FL 33161
640 & 725 Buildings LLC	735 84 Street, Miami, FL 33161
640 & 725 Buildings LLC	755 84 Street, Miami, FL 33161
640 & 725 Buildings LLC	775 84 Street, Miami, FL 33161
640 & 725 Buildings LLC	785 84 Street, Miami, FL 33161
Opa Locka Holdings, LLC	2047 Lincoln Ave, Opa Locka, FL 33054
Opa Locka Holdings, LLC	2050 Lincoln Ave, Opa Locka, FL 33054
8505 Harding LLC	8505 Harding Ave, Miami Beach , FL 33141
8505 Harding LLC	8521 Harding Ave, Miami Beach, FL 33141
OPA LOCKA HOLDINGS LLC	1281 NW 61st St., Miami, FL 33142
1020 PENNSYLVANIA AVE LLC	1020 Pennsylvania Ave, Miami , FL 33139
Tzadik Properties LLC	2300 NW 6th Street, Ft. Lauderdale, FL 33311

All other terms and conditions remain unchanged.

Breakdown:

\$	0.00 Premium
\$	0.00 Terrorism Premium
<hr/>	
\$	0.00 Grand Total

**COMMERCIAL LIABILITY
DC HGL 024 0415**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASSAULT OR BATTERY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

This insurance does not apply to:

"Bodily injury," "property damage," "personal and advertising injury," medical expenses, or any other injury, damage or loss of any nature or kind arising, directly or indirectly, out of any actual or alleged assault or battery, including the actual or alleged failure to provide adequate security, whether caused by or at the instigation or direction of the insured, its employees, patrons or any other person.

All other terms and conditions of this policy remain unchanged.

Named Insured: Tzadik Acquisitions, LLC; Tzadik Management Group 2 LLC

Policy Effective Date: 10/15/2015

Policy Expiration Date: 10/15/2016

This endorsement effective: 12:01 A.M. 10/15/2015 forms a part of

Policy No: DCH00047-00 United Specialty Insurance Company

Amendatory Endorsement

In consideration of the premium shown below, it is hereby understood and agreed this endorsement is attached to and forms part of the above policy and is effective as shown above. This endorsement amends only the changes which are indicated by check in the box immediately preceding such change:

- 1. Policy is
- 2. Item(s) listed below are the policy schedule.
- 3. Name of Insured is amended as shown below.
- 4. Insured mailing address is amended as shown below.
- 5. Policy term is amended to:
- 6. Endorsement No is null and void
- 7. Description of item(s) is amended as shown below.
- 8. Limit of Liability is as shown below.
- 9. Policy Reinstated
- 10. Other, as shown below

.....
It is hereby agreed and understood that the class codes for location #25 have been amended as shown below:

7001 NW 15 Avenue, Miami, FL 33141

General Liability Exposure:

60010- Apartment Buildings, Exposure: 38 units

61212- Lessor's Risk Only, Exposure: 1500 Square Feet

All other terms and conditions remain unchanged.

Breakdown:

\$	0.00 Premium
\$	0.00 Terrorism Premium
\$	0.00 Brokerage Fee
\$	<u>0.00 Grand Total</u>

Issue Date: 01/06/2016

Authorized Representative

Named Insured: Tzadik Acquisitions, LLC; Tzadik Management Group 2 LLC

Policy Effective Date: 10/15/2015

Policy Expiration Date: 10/15/2016

This endorsement effective: 12:01 A.M. 01/18/2016 forms a part of

Policy No: DCH00047-00 United Specialty Insurance Company

Amendatory Endorsement

In consideration of the premium shown below, it is hereby understood and agreed this endorsement is attached to and forms part of the above policy and is effective as shown above. This endorsement amends only the changes which are indicated by check in the box immediately preceding such change:

- 1. Policy is
- 2. Item(s) listed below are the policy schedule.
- 3. Name of Insured is amended as shown below.
- 4. Insured mailing address is amended as shown below.
- 5. Policy term is amended to:
- 6. Endorsement No is null and void
- 7. Description of item(s) is amended as shown below.
- 8. Limit of Liability is as shown below.
- 9. Policy Reinstated
- 10. Other, as shown below

.....
It is hereby agreed and understood in consideration of the return premium, the additional named insured and locations shown below are deleted from the policy in their entirety:

Named Insured: 8505 Harding LLC

Locations:

8505 Harding Ave, Miami Beach, FL 33141

8521 Harding Ave, Miami Beach, FL 33141

All other terms and conditions remain unchanged.

Breakdown:

\$	0.00 Premium
\$	0.00 Terrorism Premium
\$	0.00 Brokerage Fee
\$	0.00 Grand Total

Named Insured: Tzadik Acquisitions, LLC; Tzadik Management Group 2 LLC

Policy Effective Date: 10/15/2015

Policy Expiration Date: 10/15/2016

This endorsement effective: 12:01 A.M. 03/01/2016 forms a part of

Policy No: DCH00047-00 United Specialty Insurance Company

Amendatory Endorsement

In consideration of the premium shown below, it is hereby understood and agreed this endorsement is attached to and forms part of the above policy and is effective as shown above. This endorsement amends only the changes which are indicated by check in the box immediately preceding such change:

- 1. Policy is
- 2. Item(s) listed below are the policy schedule.
- 3. Name of Insured is amended as shown below.
- 4. Insured mailing address is amended as shown below.
- 5. Policy term is amended to:
- 6. Endorsement No is null and void
- 7. Description of item(s) is amended as shown below.
- 8. Limit of Liability is as shown below.
- 9. Policy Reinstated
- 10. Other, as shown below

.....
It is hereby agreed and understood in consideration of the premium charged, the attached DCHGL0080 0415 is now added to the policy.

All other terms and conditions remain unchanged.

Breakdown:

\$	156.00 Premium
\$	0.00 Terrorism Premium
\$	0.00 Brokerage Fee
<hr/>	
\$	156.00 Grand Total

Issue Date: 03/07/2016

Authorized Representative

DUAL Commercial LLC
 1100 5th Avenue South, Suite 301
 Naples, FL 34102

ECC Insurance Brokers an affiliate of
 Peachtree Special Risk Brokers, LLC -
 Charlotte
 11405 North Community House Road
 Ste. #100
 Charlotte, NC 28277-

Invoice No: 80009

Invoice Type: DEBIT

Invoice Date: 03/07/2016

Underwriter Donovan, Steve

Effective Date: 3/1/2016 - 10/15/2016

Policy #: DCH00047-00
 RE: Tzadik Acquisitions, LLC; Tzadik Management
 Group 2 LLC
 Company: United Specialty Insurance Company

Description	Gross Billed	Broker %	Broker Amt	Net Due
United Specialty Insurance Company - Monoline GL	\$156.00	15.00%	\$23.40	\$132.60
Totals:	\$156.00		\$23.40	\$132.60

Comments: PAYMENT REQUIRED 30 DAYS FROM EFFECTIVE DATE.

Broker Copy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Insurance coverage is provided only with respect to those coverages for which a specific premium charge is shown:

<u>Coverage</u>	<u>Limit</u>	<u>Additional Premium</u>
Non-Ownership Liability	\$1,000,000	Included
Hired Auto Liability	\$1,000,000	Included

“HIRED AUTO” LIABILITY

The insurance provided under **Section I - Coverage A** applies to “bodily injury” or “property damage” arising out of the maintenance or use of a “hired auto” by you or your employees in the course of your business.

With respect to the insurance provided by this endorsement:

It is hereby agreed that under **Section I – Coverage A Bodily Injury And Property Damage Liability Exclusions c., e., g., h., j., k., l., m., n.** are deleted in their entirety and the following exclusions are added:

This insurance does not apply to:

1. **“Bodily Injury”:**

- a. To an employee of the insured arising out of and in the course of employment by the insured; or
- b. To the spouse, child, parent, brother or sister of that employee as a consequence of a. above.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of injury.

This exclusion does not apply to:

- a. Liability assumed by the insured under an “insured contract”; or
- b. “bodily injury” arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

2. **“Property Damage” to:**

- a. Property owned or being transported by, or rented or loaned to the insured; or
- b. Property in the care, custody or control of the insured.

SECTION II - WHO IS AN INSURED is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

- a. You;
- b. Any other person using a “hired auto” with your permission;
- c. With respect to a “non-owned auto”, any partner or executive officer of yours, but only while such “non-owned auto” is being used in your

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

d. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under a., b., or c. above.

None of the following is an insured:

- a. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-employee of such person injured in the course of employment;
- b. Any partner or executive officer with respect to any "auto" owned by such partner or officer or a member of his or her household;
- c. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;
- d. The owner or lessee (of whom you are a sub lessee) of a "hired auto" or the owner of a "Non-owned auto" or any agent or employee of any such owner or lessee;
- e. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

NON-OWNED AUTO LIABILITY

The insurance provided under **Section I - Coverage A. Bodily Injury And Property Damage Liability** applies to "bodily injury" or "property damage" arising out of the use of any "Non-owned auto" in your business by any person other than you.

SECTION III - LIMITS OF INSURANCE

There is no other change in the application of **SECTION III - LIMITS OF INSURANCE**.

SECTION V - DEFINITIONS

The following additional definitions apply:

"Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

"Hired Auto" means only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your employees or partners or members of their households.

"Non-Owned Auto" means only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business or your personal affairs.

"Insured Contract" is changed by the addition of the following:

9. "Insured Contract" means:

- g. That part of any contract or agreement entered into as part of your business, by you or any of your employees pertaining to the rental or lease of any "auto";

Paragraph g. does not include that part of any contract or agreement:

- (1) That pertains to the loan, lease or rental of an "auto" to you or any of your employees, if the "auto" is loaned, leased or rented with a driver; or
- (2) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

Named Insured: Tzadik Acquisitions, LLC; Tzadik Management Group 2 LLC

Policy Effective Date: 10/15/2015

Policy Expiration Date: 10/15/2016

This endorsement effective: 12:01 A.M. 03/29/2016 forms a part of

Policy No: DCH00047-00 United Specialty Insurance Company

Amendatory Endorsement

In consideration of the premium shown below, it is hereby understood and agreed this endorsement is attached to and forms part of the above policy and is effective as shown above. This endorsement amends only the changes which are indicated by check in the box immediately preceding such change:

- | | |
|--|---|
| 1. <input type="checkbox"/> Policy is | 6. <input type="checkbox"/> Endorsement No is null and void |
| 2. <input type="checkbox"/> Item(s) listed below are the policy schedule. | 7. <input type="checkbox"/> Description of item(s) is amended as shown below. |
| 3. <input type="checkbox"/> Name of Insured is amended as shown below. | 8. <input type="checkbox"/> Limit of Liability is as shown below. |
| 4. <input type="checkbox"/> Insured mailing address is amended as shown below. | 9. <input type="checkbox"/> Policy Reinstated |
| 5. <input type="checkbox"/> Policy term is amended to: | 10. <input checked="" type="checkbox"/> Other, as shown below |

.....
It is hereby agreed and understood in consideration of the returned premium, the Additional Named Insured and Locations shown below are now deleted from the policy in their entirety:

Additional Named Insured Deleted: 640 & 725 Buildings LLC

Locations Deleted:

- 640 85 Street, Miami, FL 33161
- 650 85 Street Miami, FL 33161
- 725 84 Street Miami, FL 33161
- 735 84 Street Miami, FL 33161
- 755 84 Street Miami, FL 33161
- 775 84 Street Miami, FL 33161
- 785 84 Street Miami, FL 33161

All other terms and conditions remain unchanged.

Breakdown:

\$	(2,352.00) Premium
\$	0.00 Terrorism Premium
\$	0.00 Brokerage Fee
<hr/>	
\$	(2,352.00) Grand Total

DUAL Commercial LLC
 1100 5th Avenue South, Suite 301
 Naples, FL 34102

ECC Insurance Brokers an affiliate of
 Peachtree Special Risk Brokers, LLC -
 Charlotte
 11405 North Community House Road
 Ste. #100
 Charlotte, NC 28277-

Invoice No: 85418

Invoice Type: CREDIT

Invoice Date: 04/18/2016

Underwriter Donovan, Steve

Effective Date: 3/29/2016 - 10/15/2016

Policy #: DCH00047-00
 RE: Tzadik Acquisitions, LLC; Tzadik Management
 Group 2 LLC
 Company: United Specialty Insurance Company

Description	Gross Billed	Broker %	Broker Amt	Net Due
United Specialty Insurance Company - Monoline GL	-\$2,352.00	15.00%	-\$352.80	-\$1,999.20
Totals:	-\$2,352.00		-\$352.80	-\$1,999.20

Comments: PAYMENT REQUIRED 30 DAYS FROM EFFECTIVE DATE.

Broker Copy

Named Insured: Tzadik Acquisitions, LLC; Tzadik Management Group 2 LLC

Policy Effective Date: 10/15/2015

Policy Expiration Date: 10/15/2016

This endorsement effective: 12:01 A.M. 04/22/2016 forms a part of

Policy No: DCH00047-00 United Specialty Insurance Company

Amendatory Endorsement

In consideration of the premium shown below, it is hereby understood and agreed this endorsement is attached to and forms part of the above policy and is effective as shown above. This endorsement amends only the changes which are indicated by check in the box immediately preceding such change:

- 1. Policy is
- 2. Item(s) listed below are the policy schedule.
- 3. Name of Insured is amended as shown below.
- 4. Insured mailing address is amended as shown below.
- 5. Policy term is amended to:
- 6. Endorsement No is null and void
- 7. Description of item(s) is amended as shown below.
- 8. Limit of Liability is as shown below.
- 9. Policy Reinstated
- 10. Other, as shown below

.....
It is hereby agreed and understood that the Additional Named Insured shown below is now added to the policy:

Additional Named Insured Added: Tzadik Property Management, LLC

It is hereby agreed and understood that the attached CG2116 0413 is now added to the policy.

All other terms and conditions remain unchanged.

Breakdown:

\$	0.00 Premium
\$	0.00 Terrorism Premium
<hr/>	
\$	0.00 Grand Total

COMMERCIAL GENERAL LIABILITY
CG 21 16 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - DESIGNATED PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description Of Professional Services	
1.	Tzadik Property Management, LLC
2.	
3.	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to any professional services shown in the Schedule, the following exclusion is added to Paragraph **2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to the rendering of or failure to render any professional service.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

© Insurance Services Office, Inc.

©Insurance Services Office, Inc.

Named Insured: Tzadik Acquisitions, LLC; Tzadik Management Group 2 LLC

Policy Effective Date: 10/15/2015

Policy Expiration Date: 10/15/2016

This endorsement effective: 12:01 A.M. 05/17/2016 forms a part of

Policy No: DCH00047-00 United Specialty Insurance Company

Amendatory Endorsement

In consideration of the premium shown below, it is hereby understood and agreed this endorsement is attached to and forms part of the above policy and is effective as shown above. This endorsement amends only the changes which are indicated by check in the box immediately preceding such change:

- 1. Policy is
- 2. Item(s) listed below are the policy schedule.
- 3. Name of Insured is amended as shown below.
- 4. Insured mailing address is amended as shown below.
- 5. Policy term is amended to:
- 6. Endorsement No is null and void
- 7. Description of item(s) is amended as shown below.
- 8. Limit of Liability is as shown below.
- 9. Policy Reinstated
- 10. Other, as shown below

.....
It is hereby agreed and understood in consideration of the returned premium, the location shown below is now deleted from the policy in its entirety.

Location Deleted: 1251 NW 61 St, Miami, FL 33142

All other terms and conditions remain unchanged.

Breakdown:

\$	(254.00) Premium
\$	0.00 Terrorism Premium
\$	0.00 Brokerage Fee
<hr/>	
\$	(254.00) Grand Total

DUAL Commercial LLC
 1100 5th Avenue South, Suite 301
 Naples, FL 34102

ECC Insurance Brokers an affiliate of
 Peachtree Special Risk Brokers, LLC -
 Charlotte
 11405 North Community House Road
 Ste. #100
 Charlotte, NC 28277-

Invoice No: 93803

Invoice Type: CREDIT

Invoice Date: 06/16/2016

Underwriter Donovan, Steve

Effective Date: 5/17/2016 - 10/15/2016

Policy #: DCH00047-00
 RE: Tzadik Acquisitions, LLC; Tzadik Management
 Group 2 LLC
 Company: United Specialty Insurance Company

Description	Gross Billed	Broker %	Broker Amt	Net Due
United Specialty Insurance Company - Monoline GL	-\$254.00	15.00%	-\$38.10	-\$215.90
Totals:	-\$254.00		-\$38.10	-\$215.90

Comments: PAYMENT REQUIRED 30 DAYS FROM EFFECTIVE DATE.

Broker Copy

Named Insured: Tzadik Acquisitions, LLC; Tzadik Management Group 2 LLC

Policy Effective Date: 10/15/2015

Policy Expiration Date: 10/15/2016

This endorsement effective: 12:01 A.M. 10/15/2015 forms a part of

Policy No: DCH00047-00 United Specialty Insurance Company

Amendatory Endorsement

In consideration of the premium shown below, it is hereby understood and agreed this endorsement is attached to and forms part of the above policy and is effective as shown above. This endorsement amends only the changes which are indicated by check in the box immediately preceding such change:

- 1. Policy is
- 2. Item(s) listed below are the policy schedule.
- 3. Name of Insured is amended as shown below.
- 4. Insured mailing address is amended as shown below.
- 5. Policy term is amended to:
- 6. Endorsement No is null and void
- 7. Description of item(s) is amended as shown below.
- 8. Limit of Liability is as shown below.
- 9. Policy Reinstated
- 10. Other, as shown below

.....
It is hereby agreed and understood that the Notice To All Policyholders issued with the policy is deleted in its entirety and replaced with the attached Notice To All Policyholders.

*All other Terms & Conditions remain the same.

Breakdown:

\$	0.00 Premium
\$	0.00 Terrorism Premium
<hr/>	
\$	0.00 Grand Total

NOTICE TO ALL POLICYHOLDERS
IMPORTANT CLAIM INFORMATION

TO REPORT A CLAIM OR IF YOU HAVE ANY QUESTIONS RELATED TO A CLAIM,
PLEASE REFER THESE MATTERS TO THE ADMINISTRATORS AS OUTLINED BELOW:

FOR ALL GENERAL LIABILITY LOSSES

PLEASE EMAIL TO: claims@SUHPLHJ&DLPV.com

OR CALL or FAX TO:

SUHPLHJ&DLPV 0000JHPCW / &

PHONE: () -

FAX: () -

Website: www.premierclaimsllc.com

□

□

PLEASE NOTE THAT A LOSS ACCORD FORM IS REQUIRED WHEN SUBMITTING A NEW LOSS.

IF YOU NEED ANY FURTHER ASSISTANCE, PLEASE CONTACT YOUR LOCAL AGENT.

Named Insured: Tzadik Acquisitions, LLC; Tzadik Management Group 2 LLC

Policy Effective Date: 10/15/2015

Policy Expiration Date: 10/15/2016

This endorsement effective: 12:01 A.M. 09/12/2016 forms a part of

Policy No: DCH00047-00 United Specialty Insurance Company

Amendatory Endorsement

In consideration of the premium shown below, it is hereby understood and agreed this endorsement is attached to and forms part of the above policy and is effective as shown above. This endorsement amends only the changes which are indicated by check in the box immediately preceding such change:

- 1. Policy is
- 2. Item(s) listed below are the policy schedule.
- 3. Name of Insured is amended as shown below.
- 4. Insured mailing address is amended as shown below.
- 5. Policy term is amended to:
- 6. Endorsement No is null and void
- 7. Description of item(s) is amended as shown below.
- 8. Limit of Liability is as shown below.
- 9. Policy Reinstated
- 10. Other, as shown below

.....
It is hereby agreed and understood in consideration of the returned premium, the Location shown below is now deleted from the policy in its entirety.

Location Deleted: 1281 NW 61st St., Miami, FL 33142

All other terms and conditions remain unchanged.

Breakdown:

\$	(455.00) Premium
\$	0.00 Terrorism Premium
\$	0.00 Brokerage Fee
<hr/>	
\$	(455.00) Grand Total

Issue Date: 10/21/2016

Authorized Representative

DUAL Commercial LLC
 1100 5th Avenue South, Suite 301
 Naples, FL 34102

Peachtree Special Risk Brokers, LLC -
 Charlotte
 11405 North Community House Road
 Ste. #100
 Charlotte, NC 28277-

Invoice No: 112146

Invoice Type: CREDIT

Invoice Date: 10/21/2016

Underwriter Donovan, Steve

Effective Date: 9/12/2016 - 10/15/2016

Policy #: DCH00047-00
 RE: Tzadik Acquisitions, LLC; Tzadik Management
 Group 2 LLC
 Company: United Specialty Insurance Company

Description	Gross Billed	Broker %	Broker Amt	Net Due
United Specialty Insurance Company - Monoline GL	-\$455.00	15.0000%	-\$68.25	-\$386.75
Totals:	-\$455.00		-\$68.25	-\$386.75

Comments: PAYMENT REQUIRED 30 DAYS FROM EFFECTIVE DATE.

Broker Copy

TZADIK ACQUISITIONS, LLC

INSURANCE PROPOSAL

Effective: 10/15/2015 – 10/15/2016

Presented By:

Ian Shinnick
Vice President

Ara Dresner, AAI
Account Manager

Danielle Lind
Marketing Analyst



This proposal contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, refer to the policy document. A specimen copy is available upon request. In the event of any differences between the policy and this summary, the policy will control.

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**All coverages, forms and limits are presented strictly for the purpose of this proposal and do not constitute an insurance policy or contract.*

CLIENT SERVICE TEAM

PRODUCER	Ian Shinnick
Email	ishinnick@bbdaytona.com
Phone	(386) 239-8893
ACCOUNT MANAGER	Ara Dresner
Email	adresner@bbdaytona.com
Phone	(386) 239-5757
CLAIMS ANALYST	Marie Blom
Email	mblom@bbdaytona.com
Phone	(386) 239-7282
MAIN OFFICE PHONE	(386) 252-9601
TOLL FREE OFFICE PHONE	(800) 877-2769

MARKET SUMMARY

Market:	Line of Coverage:	Response:
C N A	EQUIP. BRKDN.	Quoted: \$9,750
Chubb	EQUIP. BRKDN.	Quoted: \$5,550
Hartford	EQUIP. BRKDN.	Quoted Renewal: <i>See Proposal</i>
United Specialty (Peachtree)	GL	Quoted: <i>See Proposal</i>
Starr (Peachtree)	GL	Incumbent: Carrier non-renewal, rewritten on different paper
AIG	GL & UMB	Declined: GL minimum premium \$100,000+
AutoOwners	GL & UMB	Declined: Due to adverse loss experience
FCCI	GL & UMB	Declined: Due to class of business
Liberty Mutual	GL & UMB	Declined: Due to residential exposures
Nationwide	GL & UMB	Declined: Due to class of business
Philadelphia	GL & UMB	Declined: Due to class of business
Allianz	PROP	Declined: Due to majority of buildings being Frame & JM in Florida
Amrisc (MacDuff)	PROP	Quoted Renewal: \$916,400
Zurich	PROP	Declined: Program is written through Amrisc, not able to compete
Westfield	PROP & GL	Declined: Not writing habitational risks in FL at this time
C N A	UMB	Indication: \$50,000+
Crum & Forster	UMB	Declined: Due to class of business
AIG (Fulcrum)	UMB	Incumbent: Non-renewed due to losses

Endurance American Specialty Insurance Company - \$25,000,000 Primary
Everest Indemnity Insurance Company - \$25,000,000 Excess

PROPOSED PROPERTY COVERAGE

Client ultimately chooses value insured

Description of Coverage:

Building & Personal Property Coverage Form
 Business Income (Including Extra Expense) Coverage Form
 Causes of Loss – Special Form Excluding Flood and Earthquake, in addition to standard policy exclusions

Location of Premises:

See Proposed Schedule of Property Values & Locations

Limit of Liability:	
Per Occurrence	\$ 50,000,000

Description of Property:	Limits:
Buildings	\$ 140,008,803
Business Income / Rents	\$ 35,600,742
Total Insured Value	\$ 175,609,545

Deductibles:	
Named Storm, Per Building, Per Occurrence Subject to a Minimum of \$100,000 Per Occurrence	5%
All Other Wind, Per Occurrence	\$ 25,000
All Other Perils, Per Occurrence	\$ 100,000

Coinsurance:

N/A

Valuation:

Buildings – Replacement Cost Coverage
 Business Income – Actual Loss Sustained
 Extended Period of Indemnity: 180 Days

NOTE:

Detached walls, fences, free-standing property improvements such as athletic equipment, windscreens, light poles, or signs are not covered unless specifically scheduled on the policy.

Endurance American Specialty Insurance Company - \$25,000,000 Primary
Everest Indemnity Insurance Company - \$25,000,000 Excess

PROPOSED PROPERTY COVERAGE (Continued)

Client ultimately chooses value insured

Forms, Endorsements & Exclusions Include (but are not limited to):

Standard Policy Forms, Endorsements & Exclusions as issued by ISO or Carrier
Flood Exclusion
Earthquake Exclusion
25% Minimum Earned Premium, Subject to Hurricane Season Minimum Earned
Premium Endorsement
Service of Suit Endorsement
Notice of Loss
Absolute Pollution Exclusion
Asbestos Exclusion
Nuclear Exclusion Endorsement
Absolute Mold Exclusion
Exclusion for Certain Computer Related Losses
Exclusion of Loss Due to Virus or Bacteria
Nuclear, Biological, Chemical or Radiological Terrorism
Cap on Losses From Certified Acts of Terrorism
Supplemental Deductible Endorsement
Cosmetic Roof Damage
Loss Adjustment Endorsement
OFAC Notice
Equipment Breakdown Exclusion

Terms & Conditions Include (but are not limited to):

Premium is due 20 days from effective date
60 Days Notice of Cancellation, Except 10 Days for Non-Payment of Premium
Occurrence Definition must be no more than 168 hours for Earthquake and 96 hours
for Named Windstorm
Subject to Satisfactory Inspection

Sub Limits:

Ordinance & Law Coverage A: Included
Ordinance & Law Coverage B&C: 10% Per Building, Maximum \$5,000,000 Per
Occurrence
Electronic Data & Media: \$50,000
Extra Expense/Expediting Expense: \$1,000,000
Fine Arts: \$25,000
Fire Brigade Charges: \$25,000
Leased/Rented Equipment: \$100,000 (Any One Item: \$25,000)
Leasehold Interest: \$100,000
Reward Reimbursement: \$25,000

PROPOSED SCHEDULE OF PROPERTY VALUES & LOCATIONS

Client ultimately chooses value insured

Bldg No.	Location Name	Street Address	City	State	Zip Code	Building Values	Rents	Total Scheduled Values
1	Bella Mar 1	12406 N 15th Street	Tampa	FL	33612	1,055,324	337,200	1,392,524
2	Bella Mar 1	12406 N 15th Street	Tampa	FL	33612	1,055,324	337,200	1,392,524
3	Bella Mar 1	12406 N 15th Street	Tampa	FL	33612	1,055,324	337,200	1,392,524
4	Bella Mar 1	12406 N 15th Street	Tampa	FL	33612	1,055,324	337,200	1,392,524
5	Bella Mar 1	12406 N 15th Street	Tampa	FL	33612	720,571	168,600	889,171
6	Bella Mar 1	12406 N 15th Street	Tampa	FL	33612	720,571	168,600	889,171
7	Bella Mar 1	12406 N 15th Street	Tampa	FL	33612	720,571	168,600	889,171
8	Bella Mar 1	12406 N 15th Street	Tampa	FL	33612	59,446	14,046	73,492
9	Bella Mar 2	1307 E 127th Ave	Tampa	FL	33612	1,055,324	337,200	1,392,524
10	Bella Mar 2	1307 E 127th Ave	Tampa	FL	33612	1,055,324	337,200	1,392,524
11	Bella Mar 2	1307 E 127th Ave	Tampa	FL	33612	717,218	168,600	885,818
12	Bella Mar 2	1307 E 127th Ave	Tampa	FL	33612	1,055,324	337,200	1,392,524
13	Bella Mar 2	1307 E 127th Ave	Tampa	FL	33612	1,055,324	337,200	1,392,524
14	Bella Mar 2	1307 E 127th Ave	Tampa	FL	33612	717,218	168,600	885,818
15	Bella Mar 2	1307 E 127th Ave	Tampa	FL	33612	717,218	168,600	885,818
16	Bella Mar 2	1307 E 127th Ave	Tampa	FL	33612	74,598	14,046	88,644
17	Brandywyne	418 19th Street	Winter Haven	FL	33884	246,432	106,683	353,115
18	Brandywyne	418 19th Street	Winter Haven	FL	33884	246,432	106,683	353,115
19	Brandywyne	418 19th Street	Winter Haven	FL	33884	187,391	80,013	267,404
20	Brandywyne	418 19th Street	Winter Haven	FL	33884	187,391	66,680	254,071
21	Brandywyne	418 19th Street	Winter Haven	FL	33884	222,741	80,013	302,754
22	Brandywyne	418 19th Street	Winter Haven	FL	33884	187,391	80,013	267,404
23	Brandywyne	418 19th Street	Winter Haven	FL	33884	288,253	106,683	394,936
24	Brandywyne	418 19th Street	Winter Haven	FL	33884	118,085	106,683	224,768

PROPOSED SCHEDULE OF PROPERTY VALUES & LOCATIONS*Client ultimately chooses value insured*

Bldg No.	Location Name	Street Address	City	State	Zip Code	Building Values	Rents	Total Scheduled Values
25	Brandywyne	418 19th Street	Winter Haven	FL	33884	156,588	53,342	209,930
26	Brandywyne	418 19th Street	Winter Haven	FL	33884	246,432	106,683	353,115
27	Brandywyne	418 19th Street	Winter Haven	FL	33884	246,432	106,683	353,115
28	Brandywyne	418 19th Street	Winter Haven	FL	33884	246,432	106,683	353,115
29	Country Place	3950 Country Place	Winter Haven	FL	33880	670,080	155,089	825,169
30	Country Place	3950 Country Place	Winter Haven	FL	33880	299,920	108,563	408,483
31	Jacksonville Height	8050 103rd Street	Jacksonville	FL	32210	862,915	200,441	1,063,356
32	Jacksonville Height	8050 103rd Street	Jacksonville	FL	32210	608,470	123,348	731,818
33	Jacksonville Height	8050 103rd Street	Jacksonville	FL	32210	858,682	185,023	1,043,705
34	Jacksonville Height	8050 103rd Street	Jacksonville	FL	32210	1,079,445	246,697	1,326,142
35	Jacksonville Height	8050 103rd Street	Jacksonville	FL	32210	960,978	185,023	1,146,001
36	Jacksonville Height	8050 103rd Street	Jacksonville	FL	32210	1,282,652	246,697	1,529,349
37	Jacksonville Height	8050 103rd Street	Jacksonville	FL	32210	1,303,378	246,697	1,550,075
38	Jacksonville Height	8050 103rd Street	Jacksonville	FL	32210	969,192	185,023	1,154,215
39	Jacksonville Height	8050 103rd Street	Jacksonville	FL	32210	858,682	185,023	1,043,705
40	Jacksonville Height	8050 103rd Street	Jacksonville	FL	32210	608,470	107,930	716,400
41	Jacksonville Height	8050 103rd Street	Jacksonville	FL	32210	71,020	15,384	86,404
42	Jacksonville Height	8050 103rd Street	Jacksonville	FL	32210	385,430	123,348	508,778
43	Jacksonville Height	8050 103rd Street	Jacksonville	FL	32210	385,430	123,384	508,814
44	Jacksonville Height	8050 103rd Street	Jacksonville	FL	32210	1,465,256	493,394	1,958,650
45	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	564,865	122,792	687,657
46	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	925,643	245,583	1,171,226
47	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	564,865	122,792	687,657
48	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	925,643	245,583	1,171,226
49	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	564,865	122,792	687,657
50	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	925,643	245,583	1,171,226

PROPOSED SCHEDULE OF PROPERTY VALUES & LOCATIONS

Client ultimately chooses value insured

Bldg No.	Location Name	Street Address	City	State	Zip Code	Building Values	Rents	Total Scheduled Values
51	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	564,865	122,792	687,657
52	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	925,643	245,583	1,171,226
53	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	564,865	122,792	687,657
54	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	1,085,605	245,583	1,331,188
55	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	276,971	61,396	338,367
56	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	276,971	61,396	338,367
57	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	276,971	61,396	338,367
58	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	276,971	61,396	338,367
59	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	276,971	61,396	338,367
60	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	276,971	61,396	338,367
61	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	276,971	61,396	338,367
62	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
63	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
64	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
65	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
66	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
67	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
68	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
69	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
70	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
71	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
72	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
73	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
74	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	114,664	0	114,664
75	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	67,144	0	67,144
76	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	140,522	61,396	201,918

PROPOSED SCHEDULE OF PROPERTY VALUES & LOCATIONS

Client ultimately chooses value insured

Bldg No.	Location Name	Street Address	City	State	Zip Code	Building Values	Rents	Total Scheduled Values
77	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	140,522	61,396	201,918
78	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	138,485	61,396	199,881
79	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	138,485	61,396	199,881
80	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	138,485	61,396	199,881
81	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	138,485	61,396	199,881
82	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	138,485	61,396	199,881
83	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
84	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
85	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
86	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
87	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
88	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
89	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
90	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
91	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
92	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
93	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
94	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
95	Lago Bella	13533 Gragston Circle	Tampa	FL	33613	388,401	119,157	507,558
96	Lago Beifa	13533 Gragston Circle	Tampa	FL	33613	295,448	119,157	414,605
97	Lago Bella	13533 Gragston Circle	Tampa	FL	33613	388,401	119,157	507,558
98	Lago Bella	13533 Gragston Circle	Tampa	FL	33613	295,448	119,157	414,605
99	Lago Bella	13533 Gragston Circle	Tampa	FL	33613	388,401	119,157	507,558
100	Lago Bella	13533 Gragston Circle	Tampa	FL	33613	388,401	119,157	507,558
101	Lago Bella	13533 Gragston Circle	Tampa	FL	33613	388,401	119,157	507,558
102	Lago Bella	13533 Gragston Circle	Tampa	FL	33613	295,448	119,157	414,605

PROPOSED SCHEDULE OF PROPERTY VALUES & LOCATIONS

Client ultimately chooses value insured

Bldg No.	Location Name	Street Address	City	State	Zip Code	Building Values	Rents	Total Scheduled Values
103	Lago Bella	13533 Gragston Circle	Tampa	FL	33613	295,448	119,157	414,605
104	Lago Bella	13533 Gragston Circle	Tampa	FL	33613	388,401	119,157	507,558
105	Lago Bella	13533 Gragston Circle	Tampa	FL	33613	388,401	119,157	507,558
106	Lago Bella	13533 Gragston Circle	Tampa	FL	33613	388,401	119,157	507,558
107	Lago Bella	13533 Gragston Circle	Tampa	FL	33613	295,448	119,157	414,605
108	Lago Bella	13533 Gragston Circle	Tampa	FL	33613	388,401	119,157	507,558
109	Lago Bella	13533 Gragston Circle	Tampa	FL	33613	388,401	119,157	507,558
110	Lago Bella	13533 Gragston Circle	Tampa	FL	33613	98,746	0	98,746
111	Lakeland Manor	929 Gilmore Ave	Lakeland	FL	33801	460,744	112,252	572,996
112	Lakeland Manor	929 Gilmore Ave	Lakeland	FL	33801	460,744	112,252	572,996
113	Lakeland Manor	929 Gilmore Ave	Lakeland	FL	33801	583,213	168,378	751,591
114	Lakeland Manor	929 Gilmore Ave	Lakeland	FL	33801	574,873	140,315	715,188
115	Lakeland Manor	929 Gilmore Ave	Lakeland	FL	33801	689,002	168,378	857,380
116	Lakeland Manor	929 Gilmore Ave	Lakeland	FL	33801	553,738	168,378	722,116
117	Lakeland Manor	929 Gilmore Ave	Lakeland	FL	33801	553,738	168,378	722,116
118	Lakeland Manor	929 Gilmore Ave	Lakeland	FL	33801	1,212,923	364,819	1,577,741
119	Lakeland Manor	929 Gilmore Ave	Lakeland	FL	33801	798,904	196,441	995,345
120	Lakeland Manor	929 Gilmore Ave	Lakeland	FL	33801	798,904	196,441	995,345
121	Lakeland Manor	929 Gilmore Ave	Lakeland	FL	33801	549,511	168,378	717,889
122	Lakeland Manor	929 Gilmore Ave	Lakeland	FL	33801	347,871	112,252	460,123
123	Lakeland Manor	929 Gilmore Ave	Lakeland	FL	33801	499,815	112,252	612,067
124	Lakeland Manor	929 Gilmore Ave	Lakeland	FL	33801	647,760	168,378	816,138
125	Lakeland Manor	929 Gilmore Ave	Lakeland	FL	33801	607,775	196,441	804,216
126	Lakeland Manor	929 Gilmore Ave	Lakeland	FL	33801	647,760	168,378	816,138
127	Lakeland Manor	929 Gilmore Ave	Lakeland	FL	33801	607,775	196,441	804,216
128	Lakeland Manor	929 Gilmore Ave	Lakeland	FL	33801	347,871	112,252	460,123

PROPOSED SCHEDULE OF PROPERTY VALUES & LOCATIONS*Client ultimately chooses value insured*

Bldg No.	Location Name	Street Address	City	State	Zip Code	Building Values	Rents	Total Scheduled Values
129	Lakeland Manor	929 Gilmore Ave	Lakeland	Fl	33801	431,840	140,315	572,155
130	Lakeland Manor	929 Gilmore Ave	Lakeland	Fl	33801	235,913	56,126	292,039
131	Lakeland Manor	929 Gilmore Ave	Lakeland	Fl	33801	175,935	56,126	232,061
132	Lakeland Manor	929 Gilmore Ave	Lakeland	Fl	33801	92,994	0	92,994
133	Lakeland Manor	815 N Gilmore Ave	Lakeland	Fl	33801	233,971	70,157	304,128
134	Lakeland Manor	815 N Gilmore Ave	Lakeland	Fl	33801	233,971	70,157	304,128
135	Lakeland Manor	815 N Gilmore Ave	Lakeland	Fl	33801	233,971	70,157	304,128
136	Lakeland Manor	815 N Gilmore Ave	Lakeland	Fl	33801	233,971	70,157	304,128
137	Lakeland Manor	815 N Gilmore Ave	Lakeland	Fl	33801	233,971	70,157	304,128
138	Lakeland Manor	815 N Gilmore Ave	Lakeland	Fl	33801	233,971	70,157	304,128
139	Lakeland Manor	815 N Gilmore Ave	Lakeland	Fl	33801	868,250	336,756	1,205,006
140	Lakeland Manor	815 N Gilmore Ave	Lakeland	Fl	33801	868,250	336,756	1,205,006
141	Lakeland Manor	815 N Gilmore Ave	Lakeland	Fl	33801	724,989	280,630	1,005,619
142	Lakeland Manor	804 1st street E	Lakeland	Fl	33801	341,017	112,252	453,269
143	Lakeland Manor	804 1st street E	Lakeland	Fl	33801	341,017	112,252	453,269
144	Lakeland Manor	730 E 1st Street	Lakeland	Fl	33801	341,017	112,252	453,269
145	Lakeland Manor	730 E 1st Street	Lakeland	Fl	33801	341,017	112,252	453,269
146	Lakeland Manor	730 E 1st Street	Lakeland	Fl	33801	341,017	112,252	453,269
147	Landings	102 Landings Way	Winter Haven	Fl	33801	292,537	99,869	392,407
148	Landings	102 Landings Way	Winter Haven	Fl	33801	292,537	114,136	406,674
149	Landings	102 Landings Way	Winter Haven	Fl	33801	292,537	114,136	406,674
150	Landings	102 Landings Way	Winter Haven	Fl	33801	219,403	85,602	305,005
151	Landings	102 Landings Way	Winter Haven	Fl	33801	292,537	114,136	406,674
152	Landings	102 Landings Way	Winter Haven	Fl	33801	329,104	114,136	443,241
153	Landings	102 Landings Way	Winter Haven	Fl	33801	182,836	57,068	239,904
154	Landings	102 Landings Way	Winter Haven	Fl	33801	329,104	85,602	414,707

PROPOSED SCHEDULE OF PROPERTY VALUES & LOCATIONS

Client ultimately chooses value insured

Bldg No.	Location Name	Street Address	City	State	Zip Code	Building Values	Rents	Total Scheduled Values
155	Landings	102 Landings Way	Winter Haven	FL	33801	201,119	71,335	272,455
156	Landings	102 Landings Way	Winter Haven	FL	33801	18,284	0	18,284
157	Mount Dora	3001 Northland Rd	Mount Dora	FL	33801	210,315	77,308	287,623
158	Mount Dora	3001 Northland Rd	Mount Dora	FL	33801	180,969	64,424	245,392
159	Mount Dora	3001 Northland Rd	Mount Dora	FL	33801	180,969	77,308	258,277
160	Mount Dora	3001 Northland Rd	Mount Dora	FL	33801	180,969	77,308	258,277
161	Mount Dora	3001 Northland Rd	Mount Dora	FL	33801	180,969	77,308	258,277
162	Mount Dora	3001 Northland Rd	Mount Dora	FL	33801	180,969	77,308	258,277
163	Mount Dora	3001 Northland Rd	Mount Dora	FL	33801	180,969	77,308	258,277
164	Mount Dora	3001 Northland Rd	Mount Dora	FL	33801	234,770	103,078	337,848
165	Mount Dora	3001 Northland Rd	Mount Dora	FL	33801	234,770	103,078	337,848
166	Mount Dora	3001 Northland Rd	Mount Dora	FL	33801	234,770	90,193	324,963
167	Mount Dora	3001 Northland Rd	Mount Dora	FL	33801	234,770	103,078	337,848
168	Mount Dora	3001 Northland Rd	Mount Dora	FL	33801	234,770	103,078	337,848
169	Mount Dora	3001 Northland Rd	Mount Dora	FL	33801	234,770	103,078	337,848
170	Mount Dora	3001 Northland Rd	Mount Dora	FL	33801	234,770	103,078	337,848
171	Mount Dora	3001 Northland Rd	Mount Dora	FL	33801	180,969	77,308	258,277
172	Mount Dora	3001 Northland Rd	Mount Dora	FL	33801	180,969	77,308	258,277
173	Mount Dora	3001 Northland Rd	Mount Dora	FL	33801	207,869	77,308	285,178
174	Mount Dora	3001 Northland Rd	Mount Dora	FL	33801	295,908	128,847	424,755
175	Mount Dora	3001 Northland Rd	Mount Dora	FL	33801	234,770	103,078	337,848
176	North Washington	1606 36th Street	Sarasota	FL	33801	55,074	28,790	83,864
177	North Washington	1606 36th Street	Sarasota	FL	33801	55,074	28,790	83,864
178	North Washington	3528 36th Street	Sarasota	FL	33801	55,074	28,790	83,864
179	North Washington	1717 29th Street	Sarasota	FL	33801	55,074	28,790	83,864
180	North Washington	1717 29th Street	Sarasota	FL	33801	55,074	28,790	83,864

PROPOSED SCHEDULE OF PROPERTY VALUES & LOCATIONS

Client ultimately chooses value insured

Bldg No.	Location Name	Street Address	City	State	Zip Code	Building Values	Rents	Total Scheduled Values
181	North Washington	1725 29th Street	Sarasota	FL	33801	55,074	28,790	83,864
182	North Washington	1512 30th Street	Sarasota	FL	33801	55,074	28,790	83,864
183	North Washington	1500 30th Street	Sarasota	FL	33801	55,074	28,790	83,864
184	North Washington	1520 30th Street	Sarasota	FL	33801	55,074	28,790	83,864
185	North Washington	1521 30th Street	Sarasota	FL	33801	55,074	28,790	83,864
186	North Washington	1529 30th Street	Sarasota	FL	33801	55,074	28,790	83,864
187	North Washington	1529 30th Street	Sarasota	FL	33801	55,074	28,790	83,864
188	North Washington	1509 24th Street	Sarasota	FL	33801	82,611	43,185	125,796
189	North Washington	1509 24th Street	Sarasota	FL	33801	82,611	43,185	125,796
190	North Washington	1509 24th Street	Sarasota	FL	33801	55,074	28,790	83,864
191	North Washington	1509 24th Street	Sarasota	FL	33801	55,074	28,790	83,864
192	North Washington	1509 24th Street	Sarasota	FL	33801	55,074	28,790	83,864
193	North Washington	1509 24th Street	Sarasota	FL	33801	82,611	43,185	125,796
194	North Washington	1549 24th Street	Sarasota	FL	33801	55,074	28,790	83,864
195	North Washington	1559 24th Street	Sarasota	FL	33801	55,074	28,790	83,864
196	North Washington	1553 24th Street	Sarasota	FL	33801	55,074	28,790	83,864
197	North Washington	1563 24th Street	Sarasota	FL	33801	82,611	43,185	125,796
198	North Washington	1809 19th Street	Sarasota	FL	33801	93,908	43,185	137,093
199	North Washington	1809 19th Street	Sarasota	FL	33801	93,908	43,185	137,093
200	North Washington	1821 19th Street	Sarasota	FL	33801	93,908	43,185	137,093
201	North Washington	1827 19th Street	Sarasota	FL	33801	93,908	43,185	137,093
202	North Washington	1833 19th Street	Sarasota	FL	33801	93,908	43,185	137,093
203	North Washington	1839 19th Street	Sarasota	FL	33801	93,908	43,185	137,093
204	North Washington	1845 19th Street	Sarasota	FL	33801	93,908	43,185	137,093
205	North Washington	1809 19th Street	Sarasota	FL	33801	93,908	43,185	137,093
206	North Washington	1809 19th Street	Sarasota	FL	33801	93,908	43,185	137,093

PROPOSED SCHEDULE OF PROPERTY VALUES & LOCATIONS

Client ultimately chooses value insured

Bldg No.	Location Name	Street Address	City	State	Zip Code	Building Values	Rents	Total Scheduled Values
207	North Washington	1809 19th Street	Sarasota	FL	33801	93,908	43,185	137,093
208	North Washington	1869 19th Street	Sarasota	FL	33801	93,908	43,185	137,093
209	North Washington	1809 19th Street	Sarasota	FL	33801	93,908	43,185	137,093
210	North Washington	1840 19th Street	Sarasota	FL	33801	82,611	43,185	125,796
211	North Washington	1868 19th Street	Sarasota	FL	33801	82,611	43,185	125,796
212	North Washington	1862 19th Street	Sarasota	FL	33801	82,611	43,185	125,796
213	North Washington	1856 19th Street	Sarasota	FL	33801	82,611	43,185	125,796
214	North Washington	1850 19th Street	Sarasota	FL	33801	82,611	43,185	125,796
215	North Washington	1844 19th Street	Sarasota	FL	33801	82,611	43,185	125,796
216	North Washington	1874 19th Street	Sarasota	FL	33801	55,074	28,790	83,864
217	North Washington	2405 Leon Ave	Sarasota	FL	33801	82,611	43,185	125,796
218	North Washington	2407 Leon Ave	Sarasota	FL	33801	82,611	43,185	125,796
219	North Washington	2425 Leon Ave	Sarasota	FL	33801	82,611	43,185	125,796
220	North Washington	2433 Leon Ave	Sarasota	FL	33801	82,611	43,185	125,796
221	North Washington	2433 Leon Ave	Sarasota	FL	33801	82,611	43,185	125,796
222	North Washington	2401 Leon Ave	Sarasota	FL	33801	82,611	43,185	125,796
223	North Washington	2402 Leon Ave	Sarasota	FL	33801	55,074	28,790	83,864
224	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
225	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
226	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
227	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
228	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
229	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
230	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
231	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
232	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650

PROPOSED SCHEDULE OF PROPERTY VALUES & LOCATIONS

Client ultimately chooses value insured

Bldg No.	Location Name	Street Address	City	State	Zip Code	Building Values	Rents	Total Scheduled Values
233	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
234	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
235	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
236	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
237	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
238	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
239	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
240	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
241	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
242	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
243	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
244	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
245	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
246	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
247	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
248	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
249	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
250	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
251	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
252	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
253	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
254	Tanglewood	2811 Ruleme Street	Eustis	FL	33801	347,397	140,832	488,228
255	Tanglewood	2811 Ruleme Street	Eustis	FL	33801	208,438	102,423	310,861
256	Tanglewood	2811 Ruleme Street	Eustis	FL	33801	208,438	89,620	298,058
257	Tanglewood	2811 Ruleme Street	Eustis	FL	33801	208,438	76,817	285,255
258	Tanglewood	2811 Ruleme Street	Eustis	FL	33801	243,178	89,620	332,798

PROPOSED SCHEDULE OF PROPERTY VALUES & LOCATIONS*Client ultimately chooses value insured*

Bldg No.	Location Name	Street Address	City	State	Zip Code	Building Values	Rents	Total Scheduled Values
259	Tanglewood	2811 Ruleme Street	Eustis	FL	33801	208,438	76,817	285,255
260	Tanglewood	2811 Ruleme Street	Eustis	FL	33801	277,917	115,226	393,143
261	Tanglewood	2811 Ruleme Street	Eustis	FL	33801	277,917	140,832	418,749
262	Tanglewood	2811 Ruleme Street	Eustis	FL	33801	277,917	115,226	393,143
263	Tanglewood	2811 Ruleme Street	Eustis	FL	33801	243,178	89,620	332,798
264	Tanglewood	2811 Ruleme Street	Eustis	FL	33801	277,917	115,226	393,143
265	Tanglewood	2811 Ruleme Street	Eustis	FL	33801	599,199	153,635	752,834
266	Tanglewood	2811 Ruleme Street	Eustis	FL	33801	542,265	153,635	695,899
267	Tanglewood	2811 Ruleme Street	Eustis	FL	33801	599,199	153,635	752,834
268	Tanglewood	2811 Ruleme Street	Eustis	FL	33801	542,265	153,635	695,899
269	Tanglewood	2811 Ruleme Street	Eustis	FL	33801	57,899	0	57,899
270	Del Rio	5013 E Slight Ave	Tampa	FL	33801	264,454	62,215	326,669
271	Del Rio	5013 E Slight Ave	Tampa	FL	33801	264,454	62,215	326,669
272	Del Rio	5013 E Slight Ave	Tampa	FL	33801	264,454	62,215	326,669
273	Del Rio	5013 E Slight Ave	Tampa	FL	33801	264,454	62,215	326,669
274	Del Rio	5013 E Slight Ave	Tampa	FL	33801	264,454	62,215	326,669
275	Del Rio	5013 E Slight Ave	Tampa	FL	33801	264,454	62,215	326,669
276	Del Rio	5013 E Slight Ave	Tampa	FL	33801	264,454	62,215	326,669
277	Del Rio	5013 E Slight Ave	Tampa	FL	33801	264,454	62,215	326,669
278	Del Rio	5013 E Slight Ave	Tampa	FL	33801	264,454	62,215	326,669
279	Del Rio	5013 E Slight Ave	Tampa	FL	33801	264,454	62,215	326,669
280	Del Rio	5013 E Slight Ave	Tampa	FL	33801	264,454	62,215	326,669
281	Del Rio	5013 E Slight Ave	Tampa	FL	33801	264,454	62,215	326,669
282	Del Rio	5013 E Slight Ave	Tampa	FL	33801	264,454	62,215	326,669
283	Del Rio	5013 E Slight Ave	Tampa	FL	33801	264,454	62,215	326,669
284	Del Rio	5013 E Slight Ave	Tampa	FL	33801	264,454	62,215	326,669

PROPOSED SCHEDULE OF PROPERTY VALUES & LOCATIONS

Client ultimately chooses value insured

Bldg No.	Location Name	Street Address	City	State	Zip Code	Building Values	Rents	Total Scheduled Values
285	Del Rio	5013 E Slight Ave	Tampa	FL	33801	264,454	62,215	326,669
286	Del Rio	5013 E Slight Ave	Tampa	FL	33801	264,454	62,215	326,669
287	Del Rio	5013 E Slight Ave	Tampa	FL	33801	264,454	62,215	326,669
288	Del Rio	5013 E Slight Ave	Tampa	FL	33801	264,454	62,215	326,669
289	Del Rio	5013 E Slight Ave	Tampa	FL	33801	264,454	62,215	326,669
290	Del Rio	5013 E Slight Ave	Tampa	FL	33801	264,454	62,215	326,669
291	Del Rio	5013 E Slight Ave	Tampa	FL	33801	264,454	62,215	326,669
292	Del Rio	5013 E Slight Ave	Tampa	FL	33801	264,454	62,215	326,669
293	Del Rio	5013 E Slight Ave	Tampa	FL	33801	207,386	31,107	238,493
294	Del Rio	5013 E Slight Ave	Tampa	FL	33801	207,386	31,107	238,493
295	Del Rio	5013 E Slight Ave	Tampa	FL	33801	207,386	31,107	238,493
296	Del Rio	5013 E Slight Ave	Tampa	FL	33801	207,386	31,107	238,493
297	Del Rio	5013 E Slight Ave	Tampa	FL	33801	56,921	0	56,921
298	Del Rio	5013 E Slight Ave	Tampa	FL	33801	207,386	62,215	269,601
299	Del Rio	5013 E Slight Ave	Tampa	FL	33801	207,386	62,215	269,601
300	Del Rio	5013 E Slight Ave	Tampa	FL	33801	207,386	62,215	269,601
301	Del Rio	5013 E Slight Ave	Tampa	FL	33801	207,386	62,215	269,601
302	Del Rio	5013 E Slight Ave	Tampa	FL	33801	207,386	62,215	269,601
303	Del Rio	5013 E Slight Ave	Tampa	FL	33801	207,386	62,215	269,601
304	Del Rio	5013 E Slight Ave	Tampa	FL	33801	207,386	62,215	269,601
305	Del Rio	5013 E Slight Ave	Tampa	FL	33801	207,386	62,215	269,601
306	Del Rio	5013 E Slight Ave	Tampa	FL	33801	207,386	62,215	269,601
307	Del Rio	5013 E Slight Ave	Tampa	FL	33801	207,386	62,215	269,601
308	Del Rio	5013 E Slight Ave	Tampa	FL	33801	229,448	62,215	291,663
309	Del Rio	5013 E Slight Ave	Tampa	FL	33801	229,448	62,215	291,663
310	Del Rio	5013 E Slight Ave	Tampa	FL	33801	229,448	62,215	291,663

PROPOSED SCHEDULE OF PROPERTY VALUES & LOCATIONS*Client ultimately chooses value insured*

Bldg No.	Location Name	Street Address	City	State	Zip Code	Building Values	Rents	Total Scheduled Values
311	Del Rio	5013 E Slight Ave	Tampa	FL	33801	229,448	62,215	291,663
312	Del Rio	5013 E Slight Ave	Tampa	FL	33801	229,449	62,215	291,664
313	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
314	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
315	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
316	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
317	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
318	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
319	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
320	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
321	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
322	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
323	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
324	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
325	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
326	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
327	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
328	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
329	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
330	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
331	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
332	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
333	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
334	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
335	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
336	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212

PROPOSED SCHEDULE OF PROPERTY VALUES & LOCATIONS

Client ultimately chooses value insured

Bldg No.	Location Name	Street Address	City	State	Zip Code	Building Values	Rents	Total Scheduled Values
337	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
338	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
339	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
340	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
341	Opa Locka Holdings LLC	820 NW 70 th Street	Miami	FL	33150	479,453	34,800	514,253
342	Opa Locka Holdings LLC	830 NW 70 th Street	Miami	FL	33150	478,864	34,800	513,664
343	Opa Locka Holdings LLC	840 NW 70 th Street	Miami	FL	33150	440,842	27,840	468,682
344	Opa Locka Holdings LLC	844 NW 70 th Street	Miami	FL	33150	440,842	27,840	468,682
345	Opa Locka Holdings LLC	7136 NW 14 th Place	Miami	FL	33147	473,650	33,000	506,650
346	Opa Locka Holdings LLC	7146 NW 14 th Place	Miami	FL	33147	473,650	42,000	515,650
347	Opa Locka Holdings LLC	7104 NW 14 th Place	Miami	FL	33147	877,488	50,400	927,888
348	Opa Locka Holdings LLC	7126 NW 14 th Place	Miami	FL	33147	786,433	25,200	811,633
349	Opa Locka Holdings LLC	7160 NW 14 th Place	Miami	FL	33147	786,433	25,200	811,633
350	Opa Locka Holdings LLC	7186 NW 14 th Place	Miami	FL	33147	574,400	16,800	591,200
351	Opa Locka Holdings LLC	1360 Sharazad Blvd	Opa Locka	FL	33054	1,314,595	95,400	1,409,995
352	Opa Locka Holdings LLC	165 Kalandar Street	Opa Locka	FL	33054	1,128,752	95,400	1,224,152
353	Opa Locka Holdings LLC	7001 NW 15 Avenue	Miami	FL	33141	2,148,500	0	2,148,500
354	Opa Locka Holdings LLC	7001 NW 15 Avenue	Miami	FL	33141	151,500	181,260	332,760
355	Opa Locka Holdings LLC	1251 NW 61 st Street	Miami	FL	33141	324,400	22,500	346,900
356	Tzadik Properties LLC	2047 Lincoln Avenue	Opa Locka	FL	33054	324,295	31,440	355,735
357	Tzadik Properties LLC	2050 Lincoln Avenue	Opa Locka	FL	33054	929,751	100,080	1,029,831
358	Opa Locka Holdings LLC	1281 NW 61 st Street	Miami	FL	33142	1,819,600	108,900	1,928,500
359	640 & 725 Buildings LLC	640 85 th Street	Miami	FL	33141	408,040	65,287	473,327
360	640 & 725 Buildings LLC	650 85 th Street	Miami	FL	33141	381,174	65,287	446,461
361	640 & 725 Buildings LLC	725 84 th Street	Miami	FL	33141	381,073	0	446,360
362	640 & 725 Buildings LLC	735 84 th Street	Miami	FL	33141	380,265	65,287	445,552

PROPOSED SCHEDULE OF PROPERTY VALUES & LOCATIONS

Client ultimately chooses value insured

Bldg No.	Location Name	Street Address	City	State	Zip Code	Building Values	Rents	Total Scheduled Values
363	640 & 725 Buildings LLC	755 84 th Street	Miami	FL	33141	410,363	65,287	475,650
364	640 & 725 Buildings LLC	775 84 th Street	Miami	FL	33141	379,962	65,287	445,249
365	640 & 725 Buildings LLC	785 84 th Street	Miami	FL	33141	381,578	65,287	446,865
366	Opa Locka Holdings	1355 Ali Baba Avenue	Opa Locka	FL	33054	1,128,752	0	1,128,752
367	Summer Lake Villas, LLC	510 NW 24 th Avenue	Ft. Lauderdale	FL	33311	4,350,000	682,332	5,032,332

Certain Underwriters at Lloyds, Hiscox Syndicate

PROPOSED TERRORISM COVERAGE

Client ultimately chooses value insured

Description of Coverage:

Terrorism Insurance – Physical Loss or Damage as Attached
Rental Income Extension as Attached

Location of Premises:

Refer to Proposed Schedule of Property Locations & Values

Description of Property:	Limits:
Property	\$ 140,008,803
Business Interruption & Rental Income	\$ 35,600,742
Total Insured Value	\$ 175,609,545

Deductible:	
Each Occurrence Combined for All Coverages	\$ 10,000

Forms, Endorsements & Exclusions Include (but are not limited to):

Standard Policy Forms, Endorsements & Exclusions as issued by ISO or Carrier
Economic & Trade Sanctions Policyholder Notice
Policyholder Disclosure Notice of Terrorism Coverage
Florida Amendatory Endorsement
Service of Suit
Lloyd's Syndicate
Premium Payment Clause
Mortgagee Clause
Loss Payee Endorsement

Terms & Conditions Include (but are not limited to):

30 Days' Notice of Cancellation, Except 10 Days for Non-Payment of Premium
35% Minimum Earned Premium

The Hartford Steam Boiler Inspection & Insurance Company

PROPOSED EQUIPMENT BREAKDOWN COVERAGE

Client ultimately chooses value insured

Description of Property:	Limits of Coverage:
Equipment Breakdown Limit	\$ 100,000,000
Property Damage	Included
Business Income / Extra Expense	\$ 35,600,000
Service Interruption	\$ 250,000
Contingent Business Income	\$ 25,000
Off Premises Property Damage	\$ 25,000
Perishable Goods	\$ 25,000
Data Restoration	\$ 500,000
Demolition	\$ 100,000
Ordinance or Law	\$ 100,000
Expediting Expenses	\$ 100,000
Hazardous Substances	\$ 100,000
Newly Acquired Locations	\$ 1,000,000
Green	\$ 25,000
Mold	\$ 25,000

Deductibles:	
Direct Coverages	\$ 10,000
Indirect Coverages	24 Hours

Other Conditions:	
Newly Acquired Locations	90 Days
Business Income Coinsurance	Waived until 10/15/16
"Covered Equipment"	Does not include production machinery
Extended Period of Restoration	180 Days
Interruption of Service Waiting Period	72 Hours

Air conditioning equipment and heating units within or attached to individual condominium units at Florida locations described in the Declarations of insured condominium associations will be considered "covered equipment" and "covered property."

Data Compromise Coverage:	
Response Expenses, Annual Aggregate	\$ 50,000
Legal & Forensic Information Technology Review, Any one Personal Data Compromise	\$ 5,000
<i>Deductible</i>	\$ 1,000
Defense and Liability, Annual Aggregate	\$ 50,000
<i>Deductible</i>	\$ 1,000

The Hartford Steam Boiler Inspection & Insurance Company

PROPOSED EQUIPMENT BREAKDOWN COVERAGE (Continued)

Client ultimately chooses value insured

Identity Recovery Coverage:		
Expense Reimbursement Coverage	\$	15,000
Lost Wages and Child and Elder Care	\$	5,000
Miscellaneous Unnamed Costs	\$	1,000
<i>Deductible</i>	\$	250

Forms & Endorsements Include (but are not limited to):

Standard Policy Forms & Endorsements as issued by ISO or Carrier

Exclusions Include (but are not limited to):

Standard Policy Exclusions as issued by ISO or Carrier

United Specialty Insurance Company

PROPOSED LIABILITY COVERAGE

Higher limits may be available upon request

Coverage will pay sums which the insured becomes legally liable to pay for damages because of bodily injury or property damage to which this insurance applies.

Named Insureds:

Tzadik Acquisitions, LLC
Tzadik Management Group 2

Description of Coverage:

Commercial General Liability – Occurrence Form

Commercial General Liability:	Limits of Coverage:
Each Occurrence	\$ 1,000,000
Personal Injury & Advertising Injury	\$ 1,000,000
Damage to Premises rented to You (Any One Premises)	\$ 100,000
Medical Expense	Excluded
Aggregates	
All Other Coverages	\$ 2,000,000
Products/Completed Operations	\$ 1,000,000
Deductible	
Per Occurrence	\$ 5,000

Rating Basis: Premium is Subject to Annual Audit

Classification:	Basis:	Exposure:
Apartments	Units	2,164
Area	Sq. Ft.	1,500
Vacant Land	Acres	1

Standard ISO Coverages Include (but are not limited to):

Contractual Liability
Broad Form Property Damage
Non-Owned Watercraft
Limited Worldwide Liability
Additional Persons Insured
Extended Bodily Injury
Newly Acquired Organizations

United Specialty Insurance Company

PROPOSED LIABILITY COVERAGE (Continued)
Higher limits may be available upon request

Forms, Endorsements & Exclusions Include (but are not limited to):

Standard Policy Forms, Endorsements & Exclusions as issued by ISO or Carrier
Terrorism (Optional – See Premium Page)
Amendment of Insured Contract Definition
Designated Locations General Aggregate Limit
Independent Contractors Endorsement
Pollutants Definition Amendment
Minimum Earned Premium
Service of Suit
Non-Stacking of Limits Endorsement
Construction or Development Operations Excluded
Nuclear Energy Liability Exclusion
Access or Disclosure of Confidential or Personal Information and Data-Related
Liability with Limited Bodily Injury Exclusion
Exclusion – Medical Payments
Abuse or Molestation Exclusion
Employment Related Practices Exclusion
Exclusion – Year 2000 Computer-Related and Other Electronic Problems
Total Pollution Exclusion with a Building Heating, Cooling and Dehumidifying
Equipment Exception and a Hostile Fire Exception
Fungi or Bacteria Exclusion
Silica or Silica Related Dust Exclusion
Exclusion – Asbestos Liability
Exclusion – Lead Liability
Negligent Hiring/Supervision Exclusion

Terms & Conditions Include (but are not limited to):

Subject to Inspection and Compliance with Loss Control Recommendations
Newly Acquired Locations and Newly Formed Entities must be reported to and
accepted by the company within 30 days
Coverage is limited to real estate risks only and covers OL&T lessor's risk exposures
usual and customary to a real estate owner, operator and/or manager
Repair/Remodel is allowed, Structural Alterations are excluded and to be properly
insured elsewhere

Subject To:

Receipt of Signed Terrorism Form
Receipt of Signed Acord Application
Receipt of Signed DUAL Commercial Supplemental Application

SUMMARY OF PROPOSED PREMIUMS & RELATED INFORMATION

Premiums as Proposed:	Annualized Expiring:	Renewal:
Property - \$25M Primary	\$ 944,333.00	\$ 675,000.00
Surcharges/Fees/Taxes	\$ 84,607.82	\$ 35,125.82
Property - \$25M Excess	N/A	\$ 37,500.00
Surcharges/Fees/Taxes	N/A	\$ 1,977.44
Terrorism	\$ 20,344.00	\$ 18,550.00
Surcharges/Fees/Taxes	\$ 1,262.20	\$ 996.77
Equipment Breakdown	\$ 4,668.70	\$ 5,609.00
Surcharges/Fees/Taxes	\$ 55.73	N/A
General Liability	\$ 289,091.00	\$ 260,258.00
Surcharges/Fees/Taxes	\$ 18,355.31	\$ 22,155.81
Total Premium	\$ 1,362,717.76	\$ 1,057,172.84

Options: Premiums include any applicable fees / surcharges / taxes	
Property - Lower Loss Limit Options	
\$20,000,000 Primary, Per Occurrence	\$ 683,832.07
\$15,000,000 Primary, Per Occurrence	\$ 662,797.07
General Liability - Terrorism	\$ 2,470.56

Line of Coverage:	Carrier:	Billing:	Payment Option:
Property	Endurance Everest	Agency	Annual Premium Due in Full
Terrorism	Hiscox	Agency	Annual Premium Due in Full
Equipment Breakdown	Hartford	Agency	Annual Premium Due in Full
General Liability	United Specialty	Agency	Annual Premium Due in Full

A premium finance agreement is available upon request.

BINDING SUBJECTIVITIES

Line of Coverage:	Carrier:	Items Needed to Bind Coverage:
Property	Endurance Everest	<ul style="list-style-type: none"> • Signed Application by both Agent & Insured • Signed Non-Admitted Carrier Disclosure Form • Signed Terrorism Rejection Forms
Terrorism	Hiscox	<ul style="list-style-type: none"> • Signed Terrorism Form • Signed Non-Admitted Carrier Disclosure Form
Equipment Breakdown	Hartford	<ul style="list-style-type: none"> • Signed Acord Application
General Liability	Endurance	<ul style="list-style-type: none"> • Signed Acord Application • Signed Terrorism Rejection Form • Signed Non-Admitted Carrier Disclosure Form

Please refer to the individual proposed coverage parts for terms and conditions that this proposal may be subject to. This proposal is based upon the exposures to loss made known to the Agency. Any changes in these exposures (i.e., new operations, new products, additional states of hire, etc.) need to be promptly reported to us in order that proper coverage(s) may be put into place.

As a course of business, Brown & Brown of Florida, Inc is required to pay premiums to insurers on a monthly basis. In return, we appreciate timely payments by our clients. Outstanding balances over 30 days may be subject to cancellation.

A.M. BEST FINANCIAL RATING

The insurance company providing coverage has the following A. M. Best* Financial rating:

* **Rating Guide:** A++ to C- = Highest to lowest rating
 XV to I = Largest to smallest rating

Line of Coverage & Carrier:	Rating for Stability:	Rating for Assets / Surplus:
Property		
** Endurance American Specialty Ins Co	A	XV
** Everest Indemnity Insurance Company	A+	XV
Terrorism		
** Hiscox/Certain Underwriters at Lloyds	A	XV
Equipment Breakdown		
Hartford Steam Boiler Inspection & Ins Co	A++	X
General Liability		
** United Specialty Insurance Company	A	VIII

*** Denotes excess & surplus lines insurance company. See attached Statement Acknowledging that Coverage has been placed with a Non-Admitted Carrier. Please review and return to Brown & Brown. Brown & Brown does not have direct binding authority with this excess and surplus lines market.*

A.M. BEST FINANCIAL RATING (Continued)

A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile.

Financial Strength Rating Guide	
<i>Secure</i>	<i>Vulnerable</i>
A++, A+ (Superior)	B, B- (Fair)
A, A- (Excellent)	C++, C+ (Marginal)
B++, B+ (Good)	C, C- (Weak)
	D (Poor)
	E (Under Regulatory Supervision)
	F (In Liquidation)
	S (Suspended)

Financial Size Category Guide			
<i>Class</i>	<i>Adj. PHS (\$ Millions)</i>	<i>Class</i>	<i>Adj. PHS (\$ Millions)</i>
I	Less than 1	IX	250 to 500
II	1 to 2	X	500 to 750
III	2 to 5	XI	750 to 1,000
IV	5 to 10	XII	1,000 to 1,250
V	10 to 25	XIII	1,250 to 1,500
VI	25 to 50	XIV	1,500 to 2,000
VII	50 to 100	XV	2,000 or greater
VIII	100 to 250		

**NON-ADMITTED CARRIER DISCLAIMER
STATEMENT ACKNOWLEDGING THAT COVERAGE HAS
BEEN PLACED WITH A NON-ADMITTED CARRIER**

Per Florida Statute, the insured is required to sign the following E&S disclosure: The undersigned hereby agrees to place insurance coverage in the surplus lines market and understands that superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

Tzadik Acquisitions, LLC

Named Insured

Signature of Insured's Authorized Representative

Date

Endurance American Specialty Insurance Company

Name of Excess and Surplus Lines Carrier

Property - \$25,000,000 Primary

Type of Insurance

10/15/2015 – 10/15/2016

Effective Date of Coverage

Ian Shinnick

E184660

Producing Agent Name

License Number

Property Premium	\$	675,000.00
Modeling Fee	\$	150.00
Administrative Fee	\$	35.00
Florida Surplus Lines Tax	\$	33,759.25
FLSO Service Fee	\$	1,181.57
EMPA Fee	\$	-
Total Premium	\$	710,125.82

**NON-ADMITTED CARRIER DISCLAIMER
STATEMENT ACKNOWLEDGING THAT COVERAGE HAS
BEEN PLACED WITH A NON-ADMITTED CARRIER**

Per Florida Statute, the insured is required to sign the following E&S disclosure: The undersigned hereby agrees to place insurance coverage in the surplus lines market and understands that superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

Tzadik Acquisitions, LLC

Named Insured

Signature of Insured's Authorized Representative

Date

Everest Indemnity Insurance Company

Name of Excess and Surplus Lines Carrier

Property - \$25,000,000 Excess of \$25,000,000

Type of Insurance

10/15/2015 – 10/15/2016

Effective Date of Coverage

Ian Shinnick

E184660

Producing Agent Name

License Number

Property Premium	\$	37,500.00
Administrative Fee	\$	35.00
Florida Surplus Lines Tax	\$	1,876.75
FLSO Service Fee	\$	65.69
Total Premium	\$	39,477.44

**NON-ADMITTED CARRIER DISCLAIMER
STATEMENT ACKNOWLEDGING THAT COVERAGE HAS
BEEN PLACED WITH A NON-ADMITTED CARRIER**

Per Florida Statute, the insured is required to sign the following E&S disclosure: The undersigned hereby agrees to place insurance coverage in the surplus lines market and understands that superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

Tzadik Acquisitions, LLC

Named Insured

Signature of Insured's Authorized Representative

Date

Hiscox / Certain Underwriters at Lloyd's

Name of Excess and Surplus Lines Carrier

Terrorism

Type of Insurance

10/15/2015 – 10/15/2016

Effective Date of Coverage

Ian Shinnick

E184660

Producing Agent Name

License Number

Terrorism Premium	\$	18,550.00
Administrative Fee	\$	35.00
Florida Surplus Lines Tax	\$	929.25
FSLSO Service Fee	\$	32.52
Total Premium	\$	19,546.77

**NON-ADMITTED CARRIER DISCLAIMER
STATEMENT ACKNOWLEDGING THAT COVERAGE HAS
BEEN PLACED WITH A NON-ADMITTED CARRIER**

Per Florida Statute, the insured is required to sign the following E&S disclosure: The undersigned hereby agrees to place insurance coverage in the surplus lines market and understands that superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

Tzadik Acquisitions, LLC

Named Insured

Signature of Insured's Authorized Representative

Date

United Specialty Insurance Company

Name of Excess and Surplus Lines Carrier

General Liability

Type of Insurance

10/15/2015 – 10/15/2016

Effective Date of Coverage

Ian Shinnick

E184660

Producing Agent Name

License Number

General Liability Premium	\$	260,258.00
Inspection Fee	\$	8,225.00
Policy Fee	\$	35.00
Florida Surplus Lines Tax	\$	13,425.90
Stamping Fee	\$	469.91
Total Premium	\$	282,413.81

APPENDIX

RELATED INFORMATION

Compensation: In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products & services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based on the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date the premiums are remitted to the insurance company or intermediary. In the event we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

Wholesale Broker/Managing General Agent:

MacDuff Underwriters, Inc.

Peachtree Special Risk Brokers, LLC

These intermediaries are owned in whole or in part by Brown & Brown, Inc., the parent company of Brown & Brown of Florida, Inc.

Wholesale Broker/Managing General Agent:

Fulcrum Insurance Programs

This intermediary is not owned in whole or in part by Brown & Brown, Inc., the parent company of Brown & Brown of Florida, Inc.

Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to, underwriting; loss control; risk placement; coverage review; claims coordination with the insurance company and policy issuance. Compensation paid for these services may be up to 15% of the premium you pay for coverage, and any compensation paid for those services is derived from your premium payment. The fee, if any, for the Wholesale Insurance Broker's/Managing General Agent's services above is no fee.

Questions and Information Requests: Should you have any questions, or require additional information, please contact this office at 1-800-877-2769 or, if you prefer, submit your question or request online at:

<http://www.bbinsurance.com/customerinquiry.shtml>.

LIABILITY TERMS

Contractual Liability - Extends coverage to liability assumed under contract. Applies to both oral and written agreements relating to named insured's business.

Personal Injury Liability & Advertising Injury Liability - Covers false arrest, detention or imprisonment, malicious prosecution, libel, slander, wrongful eviction or entry, or other invasion of the right of private occupancy.

Premises Medical Expense - Made if there is reason to believe that the resulting injury would not have occurred but for some condition on the insured premises or operations conducted by the insured. Negligence of the insured need not be established.

Fire Damage - Intended for tenant or lessee of a commercial building who does not agree under contract to be responsible for the building, or for that part of the building, which is in its care, custody or control. Coverage is for one peril, fire, when fire is the result of an insured's negligence.

Non-Owned Watercraft Liability Coverage - (Under 26 feet in length) Provides coverage for liability which arises from any watercraft as long as the watercraft is not owned by the insured nor being used to carry persons or property for a fee.

Limited Worldwide Coverage - Intended to extend the scope of "policy territories" to anywhere in the world. This is limited to the activities of any insured who is domiciled in the United States and the original suit for damage is brought within the United States, its territories, possessions, or in Canada.

Extended Bodily Injury Coverage - Amends definition of occurrence to include any intentional act by or at the direction of the insured, which results in bodily injury, but only if such bodily injury results from the use of "reasonable" force for purposes of protecting persons or property.

Newly Acquired Organizations - Automatic protection for newly acquired organizations until the new organizations are specifically added to the policy or 90 days, whichever occurs first.

Additional Persons Insured - Includes as insureds: (1) Any spouse of a partner concerning business activities of the partnership and (2) any employee of the named insured while acting within the scope of his or her duties. Does not apply to bodily injury or personal injury sustained by a fellow employee which occurs during the course of employment.

Employee Benefits - Provides coverage against damages because of a "Negligent Act" in the "Administration" of "your employee benefits program".

Liquor Liability - Provides coverage against claims for "damages" sustained by any person or organization if such liability is imposed on the insured by reason of the selling, serving, or furnishing of any alcoholic beverage.

SURETY BONDS

Brown & Brown has the capability to handle surety bonds. Our experienced professionals are proficient in Construction and Commercial Bonds. Construction bonds typically include Bid, Performance, Payment, Maintenance and Warranty bonds. Commercial bonds cover obligations typically required by law, statute or regulation. The following are just a few of the industry types that we can service:

- Condominium Associations
- Developers
- General Contractors
- Financial Services Industry
- Hazardous Materials and Waste
- Healthcare
- Manufacturing
- Oil & Gas
- Property Managers
- Restaurants
- Retail Industry
- Service Contractors
- Subcontractors
- Wholesalers/Suppliers/Distributors

Types of Commercial Bonds commonly written by Brown & Brown include:

Agricultural Dealers Bond	Medicare/Medicaid Bonds	Release of Lien Bonds
Appeal Bonds	Miscellaneous Bonds	Replevin Bonds
Citrus Dealer Bonds	Mobile Home Dealer Bonds	Right-of-Way Bonds
Court Bonds	Mortgage Broker Bonds	Seller of Travel Bonds
Customs Bonds	Motor Vehicle Dealer Bonds	Supply Bonds
Employee Dishonesty Bonds	Notary Public Bonds	Tax Bonds
Fidelity Bonds	Patient Trust Bonds	Title Agents Bonds
Franchise Dealer Bonds	Professional Solicitors Bonds	Utility Deposit/Payment Bonds
Fuel Tax Bonds	Public Official Bonds	Warehouse Bonds
Garnishment Bonds	Reclamation Bonds	Workers' Compensation Bonds
License & Permit Bonds	Recreational Vehicle Dealer Bonds	Yacht Broker/Salesman Bonds

For more information or questions, please contact our Bond Manager,
Tyler Debord at 386-239-5703 or email at tdebord@bbdaytona.com.

EMPLOYEE BENEFITS

Brown & Brown is an insurance intermediary for Employee Benefits insurance. We are experts in analyzing plan design information and claim experience in order to make sure our clients have the best employee benefits package for their employee's at the most competitive cost. We broker the following products:

- Medical Insurance – Fully Insured / Self Insured / Dividend Plans
- Consumer Driven Health Plans – H.S.A's / HRA's
- Dental Insurance
- Basic and Voluntary Life Insurance
- Short and Long Term Disability
- Vision Insurance
- Flex Spending Accounts
- Employee Assistance Plan
- COBRA Administration
- Voluntary Products
- Legal Plans

We also realize the service intensive nature of Employee Benefits packages. Therefore, we have experienced Account Executives and Account Managers to assist our clients with all aspects of employee benefit plans including:

- Guarantee Renewals 45-60 days in advance
- Billing, Claims, Eligibility issues
- Electronic Enrollment
- Open Enrollment Assistance
- Benefits at a Glance / Benefit Business Cards
- Compensation Statements
- HR/ Benefits Website
- Employee Surveys

For more information or questions, please contact our Employee Benefits Manager, Kim McBee at 386-239-7227 or email at kmcbec@bbdaytona.com.

Exhibit "C"

TZADIK ACQUISITIONS, LLC

SUMMARY OF BOUND

Effective: 10/15/2015 – 10/15/2016

Presented By:

Ian Shinnick
Vice President

Ara Dresner, AAI
Account Manager

Danielle Lind
Marketing Analyst



This proposal contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, refer to the policy document. A specimen copy is available upon request. In the event of any differences between the policy and this summary, the policy will control.

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**All coverages, forms and limits are presented strictly for the purpose of this proposal and do not constitute an insurance policy or contract.*

CLIENT SERVICE TEAM

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MARKET SUMMARY

Market:	Line of Coverage:	Response:
C N A	EQUIP. BRKDN.	Quoted: \$9,750
Chubb	EQUIP. BRKDN.	Quoted: \$5,550
Hartford	EQUIP. BRKDN.	Quoted Renewal: <i>See Proposal</i>
United Specialty (Peachtree)	GL	Quoted: <i>See Proposal</i>
Starr (Peachtree)	GL	Incumbent: Carrier non-renewal, rewritten on different paper
AIG	GL & UMB	Declined: GL minimum premium \$100,000+
AutoOwners	GL & UMB	Declined: Due to adverse loss experience
FCCI	GL & UMB	Declined: Due to class of business
Liberty Mutual	GL & UMB	Declined: Due to residential exposures
Nationwide	GL & UMB	Declined: Due to class of business
Philadelphia	GL & UMB	Declined: Due to class of business
Allianz	PROP	Declined: Due to majority of buildings being Frame & JM in Florida
Amrisc (MacDuff)	PROP	Quoted Renewal: \$916,400
Zurich	PROP	Declined: Program is written through Amrisc, not able to compete
Westfield	PROP & GL	Declined: Not writing habitational risks in FL at this time
C N A	UMB	Indication: \$50,000+
Crum & Forster	UMB	Declined: Due to class of business
AIG (Fulcrum)	UMB	Incumbent: Non-renewed due to losses

Endurance American Specialty Insurance Company - \$25,000,000 Primary
 Everest Indemnity Insurance Company - \$25,000,000 Excess

BOUND PROPERTY COVERAGE

Client ultimately chooses value insured

Description of Coverage:

Building & Personal Property Coverage Form
 Business Income (Including Extra Expense) Coverage Form
 Causes of Loss – Special Form Excluding Flood and Earthquake, in addition to
 standard policy exclusions

Location of Premises:

See Proposed Schedule of Property Values & Locations

Limit of Liability:	
Per Occurrence	\$ 50,000,000

Description of Property:	Limits:
Buildings	\$ 140,008,803
Business Income / Rents	\$ 35,600,742
Total Insured Value	\$ 175,609,545

Deductibles:	
Named Storm, Per Building, Per Occurrence Subject to a Minimum of \$100,000 Per Occurrence	5%
All Other Wind, Per Occurrence	\$ 25,000
All Other Perils, Per Occurrence	\$ 100,000
Business Income Waiting Period	72 Hours
Named Storm	5%

Coinsurance:

N/A

Valuation:

Buildings – Replacement Cost Coverage
 Business Income – Actual Loss Sustained
 Extended Period of Indemnity: 180 Days

NOTE:

Detached walls, fences, free-standing property improvements such as athletic equipment, windscreens, light poles, or signs are not covered unless specifically scheduled on the policy.

Endurance American Specialty Insurance Company - \$25,000,000 Primary
Everest Indemnity Insurance Company - \$25,000,000 Excess

BOUND PROPERTY COVERAGE (Continued)

Client ultimately chooses value insured

Forms, Endorsements & Exclusions Include (but are not limited to):

Standard Policy Forms, Endorsements & Exclusions as issued by ISO or Carrier
Flood Exclusion
Earthquake Exclusion
25% Minimum Earned Premium, Subject to Hurricane Season Minimum Earned
Premium Endorsement
Service of Suit Endorsement
Notice of Loss
Absolute Pollution Exclusion
Asbestos Exclusion
Nuclear Exclusion Endorsement
Absolute Mold Exclusion
Exclusion for Certain Computer Related Losses
Exclusion of Loss Due to Virus or Bacteria
Nuclear, Biological, Chemical or Radiological Terrorism
Cap on Losses From Certified Acts of Terrorism
Supplemental Deductible Endorsement
Cosmetic Roof Damage
Loss Adjustment Endorsement
OFAC Notice
Equipment Breakdown Exclusion

Terms & Conditions Include (but are not limited to):

Premium is due 20 days from effective date
60 Days Notice of Cancellation, Except 10 Days for Non-Payment of Premium
Occurrence Definition must be no more than 168 hours for Earthquake and 96 hours
for Named Windstorm
Subject to Satisfactory Inspection

Sub Limits:

Ordinance & Law Coverage A: Included
Ordinance & Law Coverage B&C: 10% Per Building, Maximum \$5,000,000 Per
Occurrence
Electronic Data & Media: \$50,000
Extra Expense/Expediting Expense: \$1,000,000
Fine Arts: \$25,000
Fire Brigade Charges: \$25,000
Leased/Rented Equipment: \$100,000 (Any One Item: \$25,000)
Leasehold Interest: \$100,000
Reward Reimbursement: \$25,000

BOUND SCHEDULE OF PROPERTY VALUES & LOCATIONS*Client ultimately chooses value insured*

Bldg No.	Location Name	Street Address	City	State	Zip Code	Building Values	Rents	Total Scheduled Values
1	Bella Mar 1	12406 N 15th Street	Tampa	FL	33612	1,055,324	337,200	1,392,524
2	Bella Mar 1	12406 N 15th Street	Tampa	FL	33612	1,055,324	337,200	1,392,524
3	Bella Mar 1	12406 N 15th Street	Tampa	FL	33612	1,055,324	337,200	1,392,524
4	Bella Mar 1	12406 N 15th Street	Tampa	FL	33612	1,055,324	337,200	1,392,524
5	Bella Mar 1	12406 N 15th Street	Tampa	FL	33612	720,571	168,600	889,171
6	Bella Mar 1	12406 N 15th Street	Tampa	FL	33612	720,571	168,600	889,171
7	Bella Mar 1	12406 N 15th Street	Tampa	FL	33612	720,571	168,600	889,171
8	Bella Mar 1	12406 N 15th Street	Tampa	FL	33612	59,446	14,046	73,492
9	Bella Mar 2	1307 E 127th Ave	Tampa	FL	33612	1,055,324	337,200	1,392,524
10	Bella Mar 2	1307 E 127th Ave	Tampa	FL	33612	1,055,324	337,200	1,392,524
11	Bella Mar 2	1307 E 127th Ave	Tampa	FL	33612	717,218	168,600	885,818
12	Bella Mar 2	1307 E 127th Ave	Tampa	FL	33612	1,055,324	337,200	1,392,524
13	Bella Mar 2	1307 E 127th Ave	Tampa	FL	33612	1,055,324	337,200	1,392,524
14	Bella Mar 2	1307 E 127th Ave	Tampa	FL	33612	717,218	168,600	885,818
15	Bella Mar 2	1307 E 127th Ave	Tampa	FL	33612	717,218	168,600	885,818
16	Bella Mar 2	1307 E 127th Ave	Tampa	FL	33612	74,598	14,046	88,644
17	Brandywyne	418 19th Street	Winter Haven	FL	33884	246,432	106,683	353,115
18	Brandywyne	418 19th Street	Winter Haven	FL	33884	246,432	106,683	353,115
19	Brandywyne	418 19th Street	Winter Haven	FL	33884	187,391	80,013	267,404
20	Brandywyne	418 19th Street	Winter Haven	FL	33884	187,391	66,680	254,071
21	Brandywyne	418 19th Street	Winter Haven	FL	33884	222,741	80,013	302,754
22	Brandywyne	418 19th Street	Winter Haven	FL	33884	187,391	80,013	267,404
23	Brandywyne	418 19th Street	Winter Haven	FL	33884	288,253	106,683	394,936
24	Brandywyne	418 19th Street	Winter Haven	FL	33884	118,085	106,683	224,768

BOUND SCHEDULE OF PROPERTY VALUES & LOCATIONS
Client ultimately chooses value insured

Bldg No.	Location Name	Street Address	City	State	Zip Code	Building Values	Rents	Total Scheduled Values
25	Brandywyne	418 19th Street	Winter Haven	FL	33884	156,588	53,342	209,930
26	Brandywyne	418 19th Street	Winter Haven	FL	33884	246,432	106,683	353,115
27	Brandywyne	418 19th Street	Winter Haven	FL	33884	246,432	106,683	353,115
28	Brandywyne	418 19th Street	Winter Haven	FL	33884	246,432	106,683	353,115
29	Country Place	3950 Country Place	Winter Haven	FL	33880	670,080	155,089	825,169
30	Country Place	3950 Country Place	Winter Haven	FL	33880	299,920	108,563	408,483
31	Jacksonville Height	8050 103rd Street	Jacksonville	FL	32210	862,915	200,441	1,063,356
32	Jacksonville Height	8050 103rd Street	Jacksonville	FL	32210	608,470	123,348	731,818
33	Jacksonville Height	8050 103rd Street	Jacksonville	FL	32210	858,682	185,023	1,043,705
34	Jacksonville Height	8050 103rd Street	Jacksonville	FL	32210	1,079,445	246,697	1,326,142
35	Jacksonville Height	8050 103rd Street	Jacksonville	FL	32210	960,978	185,023	1,146,001
36	Jacksonville Height	8050 103rd Street	Jacksonville	FL	32210	1,282,652	246,697	1,529,349
37	Jacksonville Height	8050 103rd Street	Jacksonville	FL	32210	1,303,378	246,697	1,550,075
38	Jacksonville Height	8050 103rd Street	Jacksonville	FL	32210	969,192	185,023	1,154,215
39	Jacksonville Height	8050 103rd Street	Jacksonville	FL	32210	858,682	185,023	1,043,705
40	Jacksonville Height	8050 103rd Street	Jacksonville	FL	32210	608,470	107,930	716,400
41	Jacksonville Height	8050 103rd Street	Jacksonville	FL	32210	71,020	15,384	86,404
42	Jacksonville Height	8050 103rd Street	Jacksonville	FL	32210	385,430	123,348	508,778
43	Jacksonville Height	8050 103rd Street	Jacksonville	FL	32210	385,430	123,384	508,814
44	Jacksonville Height	8050 103rd Street	Jacksonville	FL	32210	1,465,256	493,394	1,958,650
45	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	564,865	122,792	687,657
46	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	925,643	245,583	1,171,226
47	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	564,865	122,792	687,657
48	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	925,643	245,583	1,171,226
49	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	564,865	122,792	687,657
50	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	925,643	245,583	1,171,226

BOUND SCHEDULE OF PROPERTY VALUES & LOCATIONS
Client ultimately chooses value insured

Bldg No.	Location Name	Street Address	City	State	Zip Code	Building Values	Rents	Total Scheduled Values
51	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	564,865	122,792	687,657
52	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	925,643	245,583	1,171,226
53	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	564,865	122,792	687,657
54	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	1,085,605	245,583	1,331,188
55	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	276,971	61,396	338,367
56	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	276,971	61,396	338,367
57	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	276,971	61,396	338,367
58	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	276,971	61,396	338,367
59	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	276,971	61,396	338,367
60	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	276,971	61,396	338,367
61	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	276,971	61,396	338,367
62	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
63	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
64	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
65	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
66	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
67	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
68	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
69	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
70	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
71	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
72	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
73	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
74	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	114,664	0	114,664
75	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	67,144	0	67,144
76	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	140,522	61,396	201,918

BOUND SCHEDULE OF PROPERTY VALUES & LOCATIONS*Client ultimately chooses value insured*

Bldg No.	Location Name	Street Address	City	State	Zip Code	Building Values	Rents	Total Scheduled Values
77	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	140,522	61,396	201,918
78	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	138,485	61,396	199,881
79	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	138,485	61,396	199,881
80	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	138,485	61,396	199,881
81	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	138,485	61,396	199,881
82	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	138,485	61,396	199,881
83	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
84	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
85	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
86	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
87	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
88	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
89	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
90	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
91	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
92	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
93	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
94	Kings Trail	3770 Toledo Road	Jacksonville	FL	32217	436,809	92,094	528,903
95	Lago Bella	13533 Gragston Circle	Tampa	FL	33613	388,401	119,157	507,558
96	Lago Bella	13533 Gragston Circle	Tampa	FL	33613	295,448	119,157	414,605
97	Lago Bella	13533 Gragston Circle	Tampa	FL	33613	388,401	119,157	507,558
98	Lago Bella	13533 Gragston Circle	Tampa	FL	33613	295,448	119,157	414,605
99	Lago Bella	13533 Gragston Circle	Tampa	FL	33613	388,401	119,157	507,558
100	Lago Bella	13533 Gragston Circle	Tampa	FL	33613	388,401	119,157	507,558
101	Lago Bella	13533 Gragston Circle	Tampa	FL	33613	388,401	119,157	507,558
102	Lago Bella	13533 Gragston Circle	Tampa	FL	33613	295,448	119,157	414,605

BOUND SCHEDULE OF PROPERTY VALUES & LOCATIONS*Client ultimately chooses value insured*

Bldg No.	Location Name	Street Address	City	State	Zip Code	Building Values	Rents	Total Scheduled Values
103	Lago Bella	13533 Gragston Circle	Tampa	FL	33613	295,448	119,157	414,605
104	Lago Bella	13533 Gragston Circle	Tampa	FL	33613	388,401	119,157	507,558
105	Lago Bella	13533 Gragston Circle	Tampa	FL	33613	388,401	119,157	507,558
106	Lago Bella	13533 Gragston Circle	Tampa	FL	33613	388,401	119,157	507,558
107	Lago Bella	13533 Gragston Circle	Tampa	FL	33613	295,448	119,157	414,605
108	Lago Bella	13533 Gragston Circle	Tampa	FL	33613	388,401	119,157	507,558
109	Lago Bella	13533 Gragston Circle	Tampa	FL	33613	388,401	119,157	507,558
110	Lago Bella	13533 Gragston Circle	Tampa	FL	33613	98,746	0	98,746
111	Lakeland Manor	929 Gilmore Ave	Lakeland	FL	33801	460,744	112,252	572,996
112	Lakeland Manor	929 Gilmore Ave	Lakeland	FL	33801	460,744	112,252	572,996
113	Lakeland Manor	929 Gilmore Ave	Lakeland	FL	33801	583,213	168,378	751,591
114	Lakeland Manor	929 Gilmore Ave	Lakeland	FL	33801	574,873	140,315	715,188
115	Lakeland Manor	929 Gilmore Ave	Lakeland	FL	33801	689,002	168,378	857,380
116	Lakeland Manor	929 Gilmore Ave	Lakeland	FL	33801	553,738	168,378	722,116
117	Lakeland Manor	929 Gilmore Ave	Lakeland	FL	33801	553,738	168,378	722,116
118	Lakeland Manor	929 Gilmore Ave	Lakeland	FL	33801	1,212,923	364,819	1,577,741
119	Lakeland Manor	929 Gilmore Ave	Lakeland	FL	33801	798,904	196,441	995,345
120	Lakeland Manor	929 Gilmore Ave	Lakeland	FL	33801	798,904	196,441	995,345
121	Lakeland Manor	929 Gilmore Ave	Lakeland	FL	33801	549,511	168,378	717,889
122	Lakeland Manor	929 Gilmore Ave	Lakeland	FL	33801	347,871	112,252	460,123
123	Lakeland Manor	929 Gilmore Ave	Lakeland	FL	33801	499,815	112,252	612,067
124	Lakeland Manor	929 Gilmore Ave	Lakeland	FL	33801	647,760	168,378	816,138
125	Lakeland Manor	929 Gilmore Ave	Lakeland	FL	33801	607,775	196,441	804,216
126	Lakeland Manor	929 Gilmore Ave	Lakeland	FL	33801	647,760	168,378	816,138
127	Lakeland Manor	929 Gilmore Ave	Lakeland	FL	33801	607,775	196,441	804,216
128	Lakeland Manor	929 Gilmore Ave	Lakeland	FL	33801	347,871	112,252	460,123

BOUND SCHEDULE OF PROPERTY VALUES & LOCATIONS*Client ultimately chooses value insured*

Bldg No.	Location Name	Street Address	City	State	Zip Code	Building Values	Rents	Total Scheduled Values
129	Lakeland Manor	929 Gilmore Ave	Lakeland	FL	33801	431,840	140,315	572,155
130	Lakeland Manor	929 Gilmore Ave	Lakeland	FL	33801	235,913	56,126	292,039
131	Lakeland Manor	929 Gilmore Ave	Lakeland	FL	33801	175,935	56,126	232,061
132	Lakeland Manor	929 Gilmore Ave	Lakeland	FL	33801	92,994	0	92,994
133	Lakeland Manor	815 N Gilmore Ave	Lakeland	FL	33801	233,971	70,157	304,128
134	Lakeland Manor	815 N Gilmore Ave	Lakeland	FL	33801	233,971	70,157	304,128
135	Lakeland Manor	815 N Gilmore Ave	Lakeland	FL	33801	233,971	70,157	304,128
136	Lakeland Manor	815 N Gilmore Ave	Lakeland	FL	33801	233,971	70,157	304,128
137	Lakeland Manor	815 N Gilmore Ave	Lakeland	FL	33801	233,971	70,157	304,128
138	Lakeland Manor	815 N Gilmore Ave	Lakeland	FL	33801	233,971	70,157	304,128
139	Lakeland Manor	815 N Gilmore Ave	Lakeland	FL	33801	868,250	336,756	1,205,006
140	Lakeland Manor	815 N Gilmore Ave	Lakeland	FL	33801	868,250	336,756	1,205,006
141	Lakeland Manor	815 N Gilmore Ave	Lakeland	FL	33801	724,989	280,630	1,005,619
142	Lakeland Manor	804 1st street E	Lakeland	FL	33801	341,017	112,252	453,269
143	Lakeland Manor	804 1st street E	Lakeland	FL	33801	341,017	112,252	453,269
144	Lakeland Manor	730 E 1st Street	Lakeland	FL	33801	341,017	112,252	453,269
145	Lakeland Manor	730 E 1st Street	Lakeland	FL	33801	341,017	112,252	453,269
146	Lakeland Manor	730 E 1st Street	Lakeland	FL	33801	341,017	112,252	453,269
147	Landings	102 Landings Way	Winter Haven	FL	33801	292,537	99,869	392,407
148	Landings	102 Landings Way	Winter Haven	FL	33801	292,537	114,136	406,674
149	Landings	102 Landings Way	Winter Haven	FL	33801	292,537	114,136	406,674
150	Landings	102 Landings Way	Winter Haven	FL	33801	219,403	85,602	305,005
151	Landings	102 Landings Way	Winter Haven	FL	33801	292,537	114,136	406,674
152	Landings	102 Landings Way	Winter Haven	FL	33801	329,104	114,136	443,241
153	Landings	102 Landings Way	Winter Haven	FL	33801	182,836	57,068	239,904
154	Landings	102 Landings Way	Winter Haven	FL	33801	329,104	85,602	414,707

BOUND SCHEDULE OF PROPERTY VALUES & LOCATIONS*Client ultimately chooses value insured*

Bldg No.	Location Name	Street Address	City	State	Zip Code	Building Values	Rents	Total Scheduled Values
155	Landings	102 Landings Way	Winter Haven	FL	33801	201,119	71,335	272,455
156	Landings	102 Landings Way	Winter Haven	FL	33801	18,284	0	18,284
157	Mount Dora	3001 Northland Rd	Mount Dora	FL	33801	210,315	77,308	287,623
158	Mount Dora	3001 Northland Rd	Mount Dora	FL	33801	180,969	64,424	245,392
159	Mount Dora	3001 Northland Rd	Mount Dora	FL	33801	180,969	77,308	258,277
160	Mount Dora	3001 Northland Rd	Mount Dora	FL	33801	180,969	77,308	258,277
161	Mount Dora	3001 Northland Rd	Mount Dora	FL	33801	180,969	77,308	258,277
162	Mount Dora	3001 Northland Rd	Mount Dora	FL	33801	180,969	77,308	258,277
163	Mount Dora	3001 Northland Rd	Mount Dora	FL	33801	180,969	77,308	258,277
164	Mount Dora	3001 Northland Rd	Mount Dora	FL	33801	234,770	103,078	337,848
165	Mount Dora	3001 Northland Rd	Mount Dora	FL	33801	234,770	103,078	337,848
166	Mount Dora	3001 Northland Rd	Mount Dora	FL	33801	234,770	90,193	324,963
167	Mount Dora	3001 Northland Rd	Mount Dora	FL	33801	234,770	103,078	337,848
168	Mount Dora	3001 Northland Rd	Mount Dora	FL	33801	234,770	103,078	337,848
169	Mount Dora	3001 Northland Rd	Mount Dora	FL	33801	234,770	103,078	337,848
170	Mount Dora	3001 Northland Rd	Mount Dora	FL	33801	234,770	103,078	337,848
171	Mount Dora	3001 Northland Rd	Mount Dora	FL	33801	180,969	77,308	258,277
172	Mount Dora	3001 Northland Rd	Mount Dora	FL	33801	180,969	77,308	258,277
173	Mount Dora	3001 Northland Rd	Mount Dora	FL	33801	207,869	77,308	285,178
174	Mount Dora	3001 Northland Rd	Mount Dora	FL	33801	295,908	128,847	424,755
175	Mount Dora	3001 Northland Rd	Mount Dora	FL	33801	234,770	103,078	337,848
176	North Washington	1606 36th Street	Sarasota	FL	33801	55,074	28,790	83,864
177	North Washington	1606 36th Street	Sarasota	FL	33801	55,074	28,790	83,864
178	North Washington	3528 36th Street	Sarasota	FL	33801	55,074	28,790	83,864
179	North Washington	1717 29th Street	Sarasota	FL	33801	55,074	28,790	83,864
180	North Washington	1717 29th Street	Sarasota	FL	33801	55,074	28,790	83,864

BOUND SCHEDULE OF PROPERTY VALUES & LOCATIONS
Client ultimately chooses value insured

Bldg No.	Location Name	Street Address	City	State	Zip Code	Building Values	Rents	Total Scheduled Values
181	North Washington	1725 29th Street	Sarasota	FL	33801	55,074	28,790	83,864
182	North Washington	1512 30th Street	Sarasota	FL	33801	55,074	28,790	83,864
183	North Washington	1500 30th Street	Sarasota	FL	33801	55,074	28,790	83,864
184	North Washington	1520 30th Street	Sarasota	FL	33801	55,074	28,790	83,864
185	North Washington	1521 30th Street	Sarasota	FL	33801	55,074	28,790	83,864
186	North Washington	1529 30th Street	Sarasota	FL	33801	55,074	28,790	83,864
187	North Washington	1529 30th Street	Sarasota	FL	33801	55,074	28,790	83,864
188	North Washington	1509 24th Street	Sarasota	FL	33801	82,611	43,185	125,796
189	North Washington	1509 24th Street	Sarasota	FL	33801	82,611	43,185	125,796
190	North Washington	1509 24th Street	Sarasota	FL	33801	55,074	28,790	83,864
191	North Washington	1509 24th Street	Sarasota	FL	33801	55,074	28,790	83,864
192	North Washington	1509 24th Street	Sarasota	FL	33801	55,074	28,790	83,864
193	North Washington	1509 24th Street	Sarasota	FL	33801	82,611	43,185	125,796
194	North Washington	1549 24th Street	Sarasota	FL	33801	55,074	28,790	83,864
195	North Washington	1559 24th Street	Sarasota	FL	33801	55,074	28,790	83,864
196	North Washington	1553 24th Street	Sarasota	FL	33801	55,074	28,790	83,864
197	North Washington	1563 24th Street	Sarasota	FL	33801	82,611	43,185	125,796
198	North Washington	1809 19th Street	Sarasota	FL	33801	93,908	43,185	137,093
199	North Washington	1809 19th Street	Sarasota	FL	33801	93,908	43,185	137,093
200	North Washington	1821 19th Street	Sarasota	FL	33801	93,908	43,185	137,093
201	North Washington	1827 19th Street	Sarasota	FL	33801	93,908	43,185	137,093
202	North Washington	1833 19th Street	Sarasota	FL	33801	93,908	43,185	137,093
203	North Washington	1839 19th Street	Sarasota	FL	33801	93,908	43,185	137,093
204	North Washington	1845 19th Street	Sarasota	FL	33801	93,908	43,185	137,093
205	North Washington	1809 19th Street	Sarasota	FL	33801	93,908	43,185	137,093
206	North Washington	1809 19th Street	Sarasota	FL	33801	93,908	43,185	137,093

BOUND SCHEDULE OF PROPERTY VALUES & LOCATIONS*Client ultimately chooses value insured*

Bldg No.	Location Name	Street Address	City	State	Zip Code	Building Values	Rents	Total Scheduled Values
207	North Washington	1809 19th Street	Sarasota	FL	33801	93,908	43,185	137,093
208	North Washington	1869 19th Street	Sarasota	FL	33801	93,908	43,185	137,093
209	North Washington	1809 19th Street	Sarasota	FL	33801	93,908	43,185	137,093
210	North Washington	1840 19th Street	Sarasota	FL	33801	82,611	43,185	125,796
211	North Washington	1868 19th Street	Sarasota	FL	33801	82,611	43,185	125,796
212	North Washington	1862 19th Street	Sarasota	FL	33801	82,611	43,185	125,796
213	North Washington	1856 19th Street	Sarasota	FL	33801	82,611	43,185	125,796
214	North Washington	1850 19th Street	Sarasota	FL	33801	82,611	43,185	125,796
215	North Washington	1844 19th Street	Sarasota	FL	33801	82,611	43,185	125,796
216	North Washington	1874 19th Street	Sarasota	FL	33801	55,074	28,790	83,864
217	North Washington	2405 Leon Ave	Sarasota	FL	33801	82,611	43,185	125,796
218	North Washington	2407 Leon Ave	Sarasota	FL	33801	82,611	43,185	125,796
219	North Washington	2425 Leon Ave	Sarasota	FL	33801	82,611	43,185	125,796
220	North Washington	2433 Leon Ave	Sarasota	FL	33801	82,611	43,185	125,796
221	North Washington	2433 Leon Ave	Sarasota	FL	33801	82,611	43,185	125,796
222	North Washington	2401 Leon Ave	Sarasota	FL	33801	82,611	43,185	125,796
223	North Washington	2402 Leon Ave	Sarasota	FL	33801	55,074	28,790	83,864
224	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
225	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
226	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
227	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
228	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
229	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
230	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
231	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
232	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650

BOUND SCHEDULE OF PROPERTY VALUES & LOCATIONS
Client ultimately chooses value insured

Bldg No.	Location Name	Street Address	City	State	Zip Code	Building Values	Rents	Total Scheduled Values
233	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
234	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
235	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
236	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
237	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
238	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
239	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
240	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
241	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
242	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
243	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
244	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
245	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
246	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
247	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
248	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
249	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
250	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
251	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
252	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
253	Rolling Hills	5402 Pine Chase Drive	Orlando	FL	33801	360,000	132,650	492,650
254	Tanglewood	2811 Ruleme Street	Eustis	FL	33801	347,397	140,832	488,228
255	Tanglewood	2811 Ruleme Street	Eustis	FL	33801	208,438	102,423	310,861
256	Tanglewood	2811 Ruleme Street	Eustis	FL	33801	208,438	89,620	298,058
257	Tanglewood	2811 Ruleme Street	Eustis	FL	33801	208,438	76,817	285,255
258	Tanglewood	2811 Ruleme Street	Eustis	FL	33801	243,178	89,620	332,798

BOUND SCHEDULE OF PROPERTY VALUES & LOCATIONS
Client ultimately chooses value insured

Bldg No.	Location Name	Street Address	City	State	Zip Code	Building Values	Rents	Total Scheduled Values
259	Tanglewood	2811 Ruleme Street	Eustis	FL	33801	208,438	76,817	285,255
260	Tanglewood	2811 Ruleme Street	Eustis	FL	33801	277,917	115,226	393,143
261	Tanglewood	2811 Ruleme Street	Eustis	FL	33801	277,917	140,832	418,749
262	Tanglewood	2811 Ruleme Street	Eustis	FL	33801	277,917	115,226	393,143
263	Tanglewood	2811 Ruleme Street	Eustis	FL	33801	243,178	89,620	332,798
264	Tanglewood	2811 Ruleme Street	Eustis	FL	33801	277,917	115,226	393,143
265	Tanglewood	2811 Ruleme Street	Eustis	FL	33801	599,199	153,635	752,834
266	Tanglewood	2811 Ruleme Street	Eustis	FL	33801	542,265	153,635	695,899
267	Tanglewood	2811 Ruleme Street	Eustis	FL	33801	599,199	153,635	752,834
268	Tanglewood	2811 Ruleme Street	Eustis	FL	33801	542,265	153,635	695,899
269	Tanglewood	2811 Ruleme Street	Eustis	FL	33801	57,899	0	57,899
270	Del Rio	5013 E Slight Ave	Tampa	FL	33801	264,454	62,215	326,669
271	Del Rio	5013 E Slight Ave	Tampa	FL	33801	264,454	62,215	326,669
272	Del Rio	5013 E Slight Ave	Tampa	FL	33801	264,454	62,215	326,669
273	Del Rio	5013 E Slight Ave	Tampa	FL	33801	264,454	62,215	326,669
274	Del Rio	5013 E Slight Ave	Tampa	FL	33801	264,454	62,215	326,669
275	Del Rio	5013 E Slight Ave	Tampa	FL	33801	264,454	62,215	326,669
276	Del Rio	5013 E Slight Ave	Tampa	FL	33801	264,454	62,215	326,669
277	Del Rio	5013 E Slight Ave	Tampa	FL	33801	264,454	62,215	326,669
278	Del Rio	5013 E Slight Ave	Tampa	FL	33801	264,454	62,215	326,669
279	Del Rio	5013 E Slight Ave	Tampa	FL	33801	264,454	62,215	326,669
280	Del Rio	5013 E Slight Ave	Tampa	FL	33801	264,454	62,215	326,669
281	Del Rio	5013 E Slight Ave	Tampa	FL	33801	264,454	62,215	326,669
282	Del Rio	5013 E Slight Ave	Tampa	FL	33801	264,454	62,215	326,669
283	Del Rio	5013 E Slight Ave	Tampa	FL	33801	264,454	62,215	326,669
284	Del Rio	5013 E Slight Ave	Tampa	FL	33801	264,454	62,215	326,669

BOUND SCHEDULE OF PROPERTY VALUES & LOCATIONS*Client ultimately chooses value insured*

Bldg No.	Location Name	Street Address	City	State	Zip Code	Building Values	Rents	Total Scheduled Values
285	Del Rio	5013 E Slight Ave	Tampa	FL	33801	264,454	62,215	326,669
286	Del Rio	5013 E Slight Ave	Tampa	FL	33801	264,454	62,215	326,669
287	Del Rio	5013 E Slight Ave	Tampa	FL	33801	264,454	62,215	326,669
288	Del Rio	5013 E Slight Ave	Tampa	FL	33801	264,454	62,215	326,669
289	Del Rio	5013 E Slight Ave	Tampa	FL	33801	264,454	62,215	326,669
290	Del Rio	5013 E Slight Ave	Tampa	FL	33801	264,454	62,215	326,669
291	Del Rio	5013 E Slight Ave	Tampa	FL	33801	264,454	62,215	326,669
292	Del Rio	5013 E Slight Ave	Tampa	FL	33801	264,454	62,215	326,669
293	Del Rio	5013 E Slight Ave	Tampa	FL	33801	207,386	31,107	238,493
294	Del Rio	5013 E Slight Ave	Tampa	FL	33801	207,386	31,107	238,493
295	Del Rio	5013 E Slight Ave	Tampa	FL	33801	207,386	31,107	238,493
296	Del Rio	5013 E Slight Ave	Tampa	FL	33801	207,386	31,107	238,493
297	Del Rio	5013 E Slight Ave	Tampa	FL	33801	56,921	0	56,921
298	Del Rio	5013 E Slight Ave	Tampa	FL	33801	207,386	62,215	269,601
299	Del Rio	5013 E Slight Ave	Tampa	FL	33801	207,386	62,215	269,601
300	Del Rio	5013 E Slight Ave	Tampa	FL	33801	207,386	62,215	269,601
301	Del Rio	5013 E Slight Ave	Tampa	FL	33801	207,386	62,215	269,601
302	Del Rio	5013 E Slight Ave	Tampa	FL	33801	207,386	62,215	269,601
303	Del Rio	5013 E Slight Ave	Tampa	FL	33801	207,386	62,215	269,601
304	Del Rio	5013 E Slight Ave	Tampa	FL	33801	207,386	62,215	269,601
305	Del Rio	5013 E Slight Ave	Tampa	FL	33801	207,386	62,215	269,601
306	Del Rio	5013 E Slight Ave	Tampa	FL	33801	207,386	62,215	269,601
307	Del Rio	5013 E Slight Ave	Tampa	FL	33801	207,386	62,215	269,601
308	Del Rio	5013 E Slight Ave	Tampa	FL	33801	229,448	62,215	291,663
309	Del Rio	5013 E Slight Ave	Tampa	FL	33801	229,448	62,215	291,663
310	Del Rio	5013 E Slight Ave	Tampa	FL	33801	229,448	62,215	291,663

BOUND SCHEDULE OF PROPERTY VALUES & LOCATIONS*Client ultimately chooses value insured*

Bldg No.	Location Name	Street Address	City	State	Zip Code	Building Values	Rents	Total Scheduled Values
311	Del Rio	5013 E Slight Ave	Tampa	FL	33801	229,448	62,215	291,663
312	Del Rio	5013 E Slight Ave	Tampa	FL	33801	229,449	62,215	291,664
313	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
314	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
315	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
316	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
317	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
318	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
319	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
320	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
321	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
322	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
323	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
324	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
325	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
326	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
327	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
328	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
329	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
330	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
331	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
332	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
333	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
334	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
335	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
336	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212

BOUND SCHEDULE OF PROPERTY VALUES & LOCATIONS*Client ultimately chooses value insured*

Bldg No.	Location Name	Street Address	City	State	Zip Code	Building Values	Rents	Total Scheduled Values
337	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
338	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
339	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
340	Summer Lake Villas LLC	1931 W 16 th Court	West Palm Beach	FL	33404	338,000	44,212	382,212
341	Opa Locka Holdings LLC	820 NW 70 th Street	Miami	FL	33150	479,453	34,800	514,253
342	Opa Locka Holdings LLC	830 NW 70 th Street	Miami	FL	33150	478,864	34,800	513,664
343	Opa Locka Holdings LLC	840 NW 70 th Street	Miami	FL	33150	440,842	27,840	468,682
344	Opa Locka Holdings LLC	844 NW 70 th Street	Miami	FL	33150	440,842	27,840	468,682
345	Opa Locka Holdings LLC	7136 NW 14 th Place	Miami	FL	33147	473,650	33,000	506,650
346	Opa Locka Holdings LLC	7146 NW 14 th Place	Miami	FL	33147	473,650	42,000	515,650
347	Opa Locka Holdings LLC	7104 NW 14 th Place	Miami	FL	33147	877,488	50,400	927,888
348	Opa Locka Holdings LLC	7126 NW 14 th Place	Miami	FL	33147	786,433	25,200	811,633
349	Opa Locka Holdings LLC	7160 NW 14 th Place	Miami	FL	33147	786,433	25,200	811,633
350	Opa Locka Holdings LLC	7186 NW 14 th Place	Miami	FL	33147	574,400	16,800	591,200
351	Opa Locka Holdings LLC	1360 Sharazad Blvd	Opa Locka	FL	33054	1,314,595	95,400	1,409,995
352	Opa Locka Holdings LLC	165 Kalandar Street	Opa Locka	FL	33054	1,128,752	95,400	1,224,152
353	Opa Locka Holdings LLC	7001 NW 15 Avenue	Miami	FL	33141	2,148,500	0	2,148,500
354	Opa Locka Holdings LLC	7001 NW 15 Avenue	Miami	FL	33141	151,500	181,260	332,760
355	Opa Locka Holdings LLC	1251 NW 61 st Street	Miami	FL	33141	324,400	22,500	346,900
356	Tzadik Properties LLC	2047 Lincoln Avenue	Opa Locka	FL	33054	324,295	31,440	355,735
357	Tzadik Properties LLC	2050 Lincoln Avenue	Opa Locka	FL	33054	929,751	100,080	1,029,831
358	Opa Locka Holdings LLC	1281 NW 61 st Street	Miami	FL	33142	1,819,600	108,900	1,928,500
359	640 & 725 Buildings LLC	640 85 th Street	Miami	FL	33141	408,040	65,287	473,327
360	640 & 725 Buildings LLC	650 85 th Street	Miami	FL	33141	381,174	65,287	446,461
361	640 & 725 Buildings LLC	725 84 th Street	Miami	FL	33141	381,073	0	446,360
362	640 & 725 Buildings LLC	735 84 th Street	Miami	FL	33141	380,265	65,287	445,552

BOUND SCHEDULE OF PROPERTY VALUES & LOCATIONS

Client ultimately chooses value insured

Bldg No.	Location Name	Street Address	City	State	Zip Code	Building Values	Rents	Total Scheduled Values
363	640 & 725 Buildings LLC	755 84 th Street	Miami	FL	33141	410,363	65,287	475,650
364	640 & 725 Buildings LLC	775 84 th Street	Miami	FL	33141	379,962	65,287	445,249
365	640 & 725 Buildings LLC	785 84 th Street	Miami	FL	33141	381,578	65,287	446,865
366	Opa Locka Holdings	1355 Ali Baba Avenue	Opa Locka	FL	33054	1,128,752	0	1,128,752
367	Summer Lake Villas, LLC	510 NW 24 th Avenue	Ft. Lauderdale	FL	33311	4,350,000	682,332	5,032,332

United Specialty Insurance Company

BOUND LIABILITY COVERAGE

Higher limits may be available upon request

Coverage will pay sums which the insured becomes legally liable to pay for damages because of bodily injury or property damage to which this insurance applies.

Named Insureds:

See Schedule on File with Carrier for Full List of Additional Named Insureds

Description of Coverage:

Commercial General Liability – Occurrence Form

Commercial General Liability:	Limits of Coverage:
Each Occurrence	\$ 1,000,000
Personal Injury & Advertising Injury	\$ 1,000,000
Damage to Premises rented to You (Any One Premises)	\$ 100,000
Medical Expense	Excluded
Aggregates	
All Other Coverages	\$ 2,000,000
Products/Completed Operations	\$ 1,000,000
Deductible	
Per Occurrence	\$ 5,000

Rating Basis: Premium is Subject to Annual Audit

Classification:	Basis:	Exposure:
Apartments	Units	2,164
Area (Offices, Clubhouses, Fitness Centers)	Sq. Ft.	26,059
Pools	Units	4
Sales	Sales	\$ 40,000

Standard ISO Coverages Include (but are not limited to):

- Contractual Liability
- Broad Form Property Damage
- Non-Owned Watercraft
- Limited Worldwide Liability
- Additional Persons Insured
- Extended Bodily Injury
- Newly Acquired Organizations

United Specialty Insurance Company

BOUND LIABILITY COVERAGE (Continued)

Higher limits may be available upon request

Forms, Endorsements & Exclusions Include (but are not limited to):

Standard Policy Forms, Endorsements & Exclusions as issued by ISO or Carrier
Terrorism (Optional – See Premium Page)
Amendment of Insured Contract Definition
Designated Locations General Aggregate Limit – No Cap
Independent Contractors Endorsement
Pollutants Definition Amendment
Minimum Earned Premium
Service of Suit
Non-Stacking of Limits Endorsement
Construction or Development Operations Excluded
Nuclear Energy Liability Exclusion
Access or Disclosure of Confidential or Personal Information and Data-Related
Liability with Limited Bodily Injury Exclusion
Exclusion – Medical Payments
Abuse or Molestation Exclusion
Employment Related Practices Exclusion
Exclusion – Year 2000 Computer-Related and Other Electronic Problems
Total Pollution Exclusion with a Building Heating, Cooling and Dehumidifying
Equipment Exception and a Hostile Fire Exception
Fungi or Bacteria Exclusion
Silica or Silica Related Dust Exclusion
Exclusion – Asbestos Liability
Exclusion – Lead Liability
Negligent Hiring/Supervision Exclusion

Terms & Conditions Include (but are not limited to):

Subject to Inspection and Compliance with Loss Control Recommendations
Newly Acquired Locations and Newly Formed Entities must be reported to and
accepted by the company within 30 days
Coverage is limited to real estate risks only and covers OL&T lessor's risk exposures
usual and customary to a real estate owner, operator and/or manager
Repair/Remodel is allowed, Structural Alterations are excluded and to be properly
insured elsewhere

Commerce and Industry Insurance Company

BOUND EXCESS LIABILITY COVERAGE

Higher limits may be available upon request

Description of Coverage:	Limits of Liability:
Each Occurrence	\$ 10,000,000
Annual Aggregate	\$ 10,000,000
Products/Completed Operations Aggregate	\$ 10,000,000
Crisis Response Limit of Insurance	\$ 250,000
Excess Casualty Crisis Fund Limit	\$ 50,000
Self-Insured Retention	NIL

Schedule Underlying Insurance:	Limits of Liability:
Commercial General Liability (10/15/2015 – 10/15/2016)	
Each Occurrence	\$ 1,000,000
Personal & Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000
Products & Completed Operations Aggregate	\$ 1,000,000
Commercial General Liability (12/14/2014 – 12/14/2015)*	
Each Occurrence	\$ 1,000,000
Personal & Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000
Products & Completed Operations Aggregate	\$ 2,000,000

**Pending Endorsement to add to Underlying Schedule – Premium Subject to Change*

Forms, Endorsements & Exclusions Include (but are not limited to):

Standard Policy Forms, Endorsements & Exclusions as issued by ISO or Carrier
 Excess Liability Coverage Form
 Underlying Carriers Must Be AM Best Rated (A- VII) or Better
 Specified Entities Exclusion: Tzadik Properties, LLC
 Defense Expenses in Addition to the Limit of Liability
 Automobile Liability Exclusion
 Certified Act of Terrorism Self-Insured Retention Endorsement
 Coverage Limited to Designated Premises Endorsement
 CrisisResponse Coverage Enhancement Endorsement
 Diving Boards and Water Slides Exclusion Endorsement
 Economic or Trade Sanctions Condition Amendatory Endorsement
 Employers Liability Stop Gap Exclusion
 Foreign Liability Exclusion Endorsement
 Liquor Liability Exclusion Endorsement
 Marine Liability Exclusion Endorsement
 Physical Abuse, Sexual Abuse or Molestation Exclusion Endorsement
 Residential Construction Operations Exclusion Endorsement
 XS Enhanced – Real Estate Named Peril Time Element
 XS Enhanced – Real Estate Coverage Enhancement Endorsement

SUMMARY OF BOUND PREMIUMS & RELATED INFORMATION

Premiums:	Annualized Expiring:	Renewal:
Property - \$25M Primary	\$ 944,333.00	\$ 675,000.00
Surcharges/Fees/Taxes	\$ 84,607.82	\$ 35,125.82
Property - \$25M Excess	N/A	\$ 37,500.00
Surcharges/Fees/Taxes	N/A	\$ 1,977.44
General Liability	\$ 289,091.00	\$ 260,258.00
Surcharges/Fees/Taxes	\$ 18,355.31	\$ 21,787.69
Excess Liability*	\$ 37,383.00	\$ 47,530.00
Surcharges/Fees/Taxes	\$ 5,236.00	N/A
Total Premium	\$ 1,379,006.13	\$ 1,079,178.95

*Renewal Premium subject to change per endorsement adding underlying GL policy eff 12/14/14

Options: NOT TAKEN	
Property - Lower Loss Limit Options	
\$20,000,000 Primary, Per Occurrence	\$ 683,832.07
\$15,000,000 Primary, Per Occurrence	\$ 662,797.07
Equipment Breakdown	\$ 5,609.00
Terrorism Coverage	\$ 19,546.77
General Liability - Terrorism	\$ 2,470.56
Excess Liability - Terrorism	\$ 471.00

Line of Coverage:	Carrier:	Billing:	Payment Option:
Property	Endurance Everest	Agency	Annual Premium Due in Full
General Liability	United Specialty	Agency	Annual Premium Due in Full
Excess Liability	Commerce & Ind	Agency	Annual Premium Due in Full

A premium finance agreement is available upon request.

Please refer to the individual proposed coverage parts for terms and conditions that this proposal may be subject to. This proposal is based upon the exposures to loss made known to the Agency. Any changes in these exposures (i.e., new operations, new products, additional states of hire, etc.) need to be promptly reported to us in order that proper coverage(s) may be put into place.

As a course of business, Brown & Brown of Florida, Inc is required to pay premiums to insurers on a monthly basis. In return, we appreciate timely payments by our clients. Outstanding balances over 30 days may be subject to cancellation.

A.M. BEST FINANCIAL RATING

The insurance company providing coverage has the following A. M. Best* Financial rating:

* **Rating Guide:** A++ to C- = Highest to lowest rating
 XV to I = Largest to smallest rating

Line of Coverage & Carrier:	Rating for Stability:	Rating for Assets / Surplus:
Property		
** Endurance American Specialty Ins Co	A	XV
** Everest Indemnity Insurance Company	A+	XV
General Liability		
** United Specialty Insurance Company	A	VIII
Excess Liability		
Commerce & Industry Insurance Company	A	XV

**** Denotes excess & surplus lines insurance company. See attached Statement Acknowledging that Coverage has been placed with a Non-Admitted Carrier. Please review and return to Brown & Brown. Brown & Brown does not have direct binding authority with this excess and surplus lines market.**

A.M. BEST FINANCIAL RATING (Continued)

A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile.

Financial Strength Rating Guide	
<i>Secure</i>	<i>Vulnerable</i>
A++ , A+ (Superior)	B , B- (Fair)
A , A- (Excellent)	C++ , C+ (Marginal)
B++ , B+ (Good)	C , C- (Weak)
	D (Poor)
	E (Under Regulatory Supervision)
	F (In Liquidation)
	S (Suspended)

Financial Size Category Guide			
<i>Class</i>	<i>Adj. PHS (\$ Millions)</i>	<i>Class</i>	<i>Adj. PHS (\$ Millions)</i>
I	Less than 1	IX	250 to 500
II	1 to 2	X	500 to 750
III	2 to 5	XI	750 to 1,000
IV	5 to 10	XII	1,000 to 1,250
V	10 to 25	XIII	1,250 to 1,500
VI	25 to 50	XIV	1,500 to 2,000
VII	50 to 100	XV	2,000 or greater
VIII	100 to 250		

**NON-ADMITTED CARRIER DISCLAIMER
STATEMENT ACKNOWLEDGING THAT COVERAGE HAS
BEEN PLACED WITH A NON-ADMITTED CARRIER**

Per Florida Statute, the insured is required to sign the following E&S disclosure: The undersigned hereby agrees to place insurance coverage in the surplus lines market and understands that superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

Tzadik Acquisitions, LLC

Named Insured

Signature of Insured's Authorized Representative

Date

Endurance American Specialty Insurance Company

Name of Excess and Surplus Lines Carrier

Property - \$25,000,000 Primary

Type of Insurance

10/15/2015 – 10/15/2016

Effective Date of Coverage

Ian Shinnick

E184660

Producing Agent Name

License Number

Property Premium	\$	675,000.00
Modeling Fee	\$	150.00
Administrative Fee	\$	35.00
Florida Surplus Lines Tax	\$	33,759.25
FLSO Service Fee	\$	1,181.57
EMPA Fee	\$	-
Total Premium	\$	710,125.82

**NON-ADMITTED CARRIER DISCLAIMER
STATEMENT ACKNOWLEDGING THAT COVERAGE HAS
BEEN PLACED WITH A NON-ADMITTED CARRIER**

Per Florida Statute, the insured is required to sign the following E&S disclosure: The undersigned hereby agrees to place insurance coverage in the surplus lines market and understands that superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

Tzadik Acquisitions, LLC

Named Insured

Signature of Insured's Authorized Representative

Date

Everest Indemnity Insurance Company

Name of Excess and Surplus Lines Carrier

Property - \$25,000,000 Excess of \$25,000,000

Type of Insurance

10/15/2015 – 10/15/2016

Effective Date of Coverage

Ian Shinnick

E184660

Producing Agent Name

License Number

Property Premium	\$	37,500.00
Administrative Fee	\$	35.00
Florida Surplus Lines Tax	\$	1,876.75
FLSO Service Fee	\$	65.69
Total Premium	\$	39,477.44

**NON-ADMITTED CARRIER DISCLAIMER
STATEMENT ACKNOWLEDGING THAT COVERAGE HAS
BEEN PLACED WITH A NON-ADMITTED CARRIER**

Per Florida Statute, the insured is required to sign the following E&S disclosure: The undersigned hereby agrees to place insurance coverage in the surplus lines market and understands that superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

Tzadik Acquisitions, LLC

Named Insured

Signature of Insured's Authorized Representative

Date

United Specialty Insurance Company

Name of Excess and Surplus Lines Carrier

General Liability

Type of Insurance

10/15/2015 – 10/15/2016

Effective Date of Coverage

Ian Shinnick

E184660

Producing Agent Name

License Number

General Liability Premium	\$	260,258.00
Inspection Fee	\$	8,225.00
Policy Fee	\$	35.00
Florida Surplus Lines Tax	\$	13,425.90
Stamping Fee	\$	469.91
Total Premium	\$	282,413.81

APPENDIX

RELATED INFORMATION

Compensation: In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products & services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based on the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date the premiums are remitted to the insurance company or intermediary. In the event we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

Wholesale Broker/Managing General Agent:

MacDuff Underwriters, Inc.

Peachtree Special Risk Brokers, LLC

These intermediaries are owned in whole or in part by Brown & Brown, Inc., the parent company of Brown & Brown of Florida, Inc.

Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent, may provide additional services including, but not limited to, underwriting; loss control; risk placement; coverage review; claims coordination with the insurance company and policy issuance. Compensation paid for these services may be up to 15% of the premium you pay for coverage, and any compensation paid for those services is derived from your premium payment. The fee, if any, for the Wholesale Insurance Broker's/Managing General Agent's services above is no fee.

Questions and Information Requests: Should you have any questions, or require additional information, please contact this office at 1-800-877-2769 or, if you prefer, submit your question or request online at:
<http://www.bbinsurance.com/customerinquiry.shtml>.

LIABILITY TERMS

Contractual Liability - Extends coverage to liability assumed under contract. Applies to both oral and written agreements relating to named insured's business.

Personal Injury Liability & Advertising Injury Liability - Covers false arrest, detention or imprisonment, malicious prosecution, libel, slander, wrongful eviction or entry, or other invasion of the right of private occupancy.

Premises Medical Expense - Made if there is reason to believe that the resulting injury would not have occurred but for some condition on the insured premises or operations conducted by the insured. Negligence of the insured need not be established.

Fire Damage - Intended for tenant or lessee of a commercial building who does not agree under contract to be responsible for the building, or for that part of the building, which is in its care, custody or control. Coverage is for one peril, fire, when fire is the result of an insured's negligence.

Non-Owned Watercraft Liability Coverage - (Under 26 feet in length) Provides coverage for liability which arises from any watercraft as long as the watercraft is not owned by the insured nor being used to carry persons or property for a fee.

Limited Worldwide Coverage - Intended to extend the scope of "policy territories" to anywhere in the world. This is limited to the activities of any insured who is domiciled in the United States and the original suit for damage is brought within the United States, its territories, possessions, or in Canada.

Extended Bodily Injury Coverage - Amends definition of occurrence to include any intentional act by or at the direction of the insured, which results in bodily injury, but only if such bodily injury results from the use of "reasonable" force for purposes of protecting persons or property.

Newly Acquired Organizations - Automatic protection for newly acquired organizations until the new organizations are specifically added to the policy or 90 days, whichever occurs first.

Additional Persons Insured - Includes as insureds: (1) Any spouse of a partner concerning business activities of the partnership and (2) any employee of the named insured while acting within the scope of his or her duties. Does not apply to bodily injury or personal injury sustained by a fellow employee which occurs during the course of employment.

Employee Benefits - Provides coverage against damages because of a "Negligent Act" in the "Administration" of "your employee benefits program".

Liquor Liability - Provides coverage against claims for "damages" sustained by any person or organization if such liability is imposed on the insured by reason of the selling, serving, or furnishing of any alcoholic beverage.

SURETY BONDS

Brown & Brown has the capability to handle surety bonds. Our experienced professionals are proficient in Construction and Commercial Bonds. Construction bonds typically include Bid, Performance, Payment, Maintenance and Warranty bonds. Commercial bonds cover obligations typically required by law, statute or regulation. The following are just a few of the industry types that we can service:

- Condominium Associations
- Developers
- General Contractors
- Financial Services Industry
- Hazardous Materials and Waste
- Healthcare
- Manufacturing
- Oil & Gas
- Property Managers
- Restaurants
- Retail Industry
- Service Contractors
- Subcontractors
- Wholesalers/Suppliers/Distributors

Types of Commercial Bonds commonly written by Brown & Brown include:

Agricultural Dealers Bond	Medicare/Medicaid Bonds	Release of Lien Bonds
Appeal Bonds	Miscellaneous Bonds	Replevin Bonds
Citrus Dealer Bonds	Mobile Home Dealer Bonds	Right-of-Way Bonds
Court Bonds	Mortgage Broker Bonds	Seller of Travel Bonds
Customs Bonds	Motor Vehicle Dealer Bonds	Supply Bonds
Employee Dishonesty Bonds	Notary Public Bonds	Tax Bonds
Fidelity Bonds	Patient Trust Bonds	Title Agents Bonds
Franchise Dealer Bonds	Professional Solicitors Bonds	Utility Deposit/Payment Bonds
Fuel Tax Bonds	Public Official Bonds	Warehouse Bonds
Garnishment Bonds	Reclamation Bonds	Workers' Compensation Bonds
License & Permit Bonds	Recreational Vehicle Dealer Bonds	Yacht Broker/Salesman Bonds

For more information or questions, please contact our Bond Manager,
Tyler Debord at 386-239-5703 or email at tdebord@bbdaytona.com.

EMPLOYEE BENEFITS

Brown & Brown is an insurance intermediary for Employee Benefits insurance. We are experts in analyzing plan design information and claim experience in order to make sure our clients have the best employee benefits package for their employee's at the most competitive cost. We broker the following products:

- Medical Insurance – Fully Insured / Self Insured / Dividend Plans
- Consumer Driven Health Plans – H.S.A's / HRA's
- Dental Insurance
- Basic and Voluntary Life Insurance
- Short and Long Term Disability
- Vision Insurance
- Flex Spending Accounts
- Employee Assistance Plan
- COBRA Administration
- Voluntary Products
- Legal Plans

We also realize the service intensive nature of Employee Benefits packages. Therefore, we have experienced Account Executives and Account Managers to assist our clients with all aspects of employee benefit plans including:

- Guarantee Renewals 45-60 days in advance
- Billing, Claims, Eligibility issues
- Electronic Enrollment
- Open Enrollment Assistance
- Benefits at a Glance / Benefit Business Cards
- Compensation Statements
- HR/ Benefits Website
- Employee Surveys

For more information or questions, please contact our Employee Benefits Manager, Kim McBee at 386-239-7227 or email at kmcbec@bbdaytona.com.

Exhibit "D"

PREMIER CLAIMS MANAGEMENT, LLC

2020B NORTH TUSTIN AVENUE
SANTA ANA, CALIFORNIA 92705
TELEPHONE (888) 683-2266
FACSIMILE (866) 885-4047

October 9, 2018

VIA EMAIL

Joe Hernandez
Tzadik Acquisitions, LLC
11098 Biscayne Boulevard, Suite 203
Lakeland, FL 33161
joe.hernandez@tz-m.com

Re: Willa Kimble, as the personal representative of the Estate of Alfred Lance, III v. Tzadik Acquisitions, LLC, et al.

Insured: Tzadik Acquisitions, LLC; Tzadik Management Group 2 LLC;
Tzadik Properties, LLC
Carrier: United Specialty Insurance Company
Policy Nos.: DCH00047-00 (October 15, 2015 to October 15, 2016)
Date of Loss: October 14, 2016
Location: 3770 Toledo Road, Jacksonville, FL 32217
Claim No.: 13-013008

DECLINATION OF COVERAGE

Dear Mr. Hernandez:

Premier Claims Management, LLC ("Premier") is the third-party administrator for United Specialty Insurance Company – Habitational ("United Specialty") with respect to the above-referenced policy. On behalf of United Specialty, Premier has conducted an investigation of the facts and circumstances surrounding Willa Kimble's claim and lawsuit for the alleged wrongful death of Alfred Lance, III (the "Lawsuit"). Based on our investigation, United Specialty has concluded there is no potential for coverage for the Lawsuit, under policy number DCH00047-00, effective October 15, 2015 to October 15, 2016, for Tzadik Acquisitions, LLC, Tzadik Properties, LLC, Tzadik Management Group, LLC and Tzadik Management Group 2, LLC (the "Insureds), or anyone else, against the Lawsuit.

United Specialty's position is based upon the information provided to date. **Should you receive any further information in this matter, including but not limited to further amendments to the complaint, please provide us with a copy of any such information and/or further amended complaint so that United Specialty may revisit its coverage position.**

The declination of coverage is based primarily on the fact the property on which the incident occurred is not a scheduled property on the policy.

Willa Kimble, as the personal representative of the Estate of Alfred Lance, III V. Tzadik Acquisitions, LLC, et al.

Insured: Tzadik Acquisitions, LLC, Tzadik Management Group 2 LLC,
Tzadik Properties, LLC

Claim No.: 13-013008

October 9, 2018

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The Lawsuit alleges that the fatal “bodily injury” occurred at the Kings Trail Apartments, at or near 3770 Toledo Road, Jacksonville, Florida. The policy Declarations include a schedule of insured locations on which the policy’s premium was calculated. 3770 Toledo Road, Jacksonville, Florida, is not listed on the schedule of insured locations for the policy, and United Specialty and the Insureds never intended for it to be an insured location under the policy. Therefore, the policy does not provide coverage for the Lawsuit.

Accordingly, United Specialty will not be participating in the defense or indemnity of the Insured against the Lawsuit.

SALIENT FACTS

Plaintiff Willa Kimble, as the personal representative of the Estate of Alfred Lance, III, filed a Complaint against Tzadik Acquisitions, LLC, on October 31, 2017, in the Circuit Court, Fourth Judicial Circuit, in and for Duval County, Florida. The Complaint was amended on August 3, 2018 to add Tzadik Properties, LLC as a named defendant. The Complaint was amended again on September 25, 2018 to add Tzadik Management Group, LLC and Tzadik Management Group 2, LLC as named defendants. The Second Amended Complaint generally makes the following factual allegations:

The Insureds owned, operated maintained or managed the residential apartments known as Kings Trail Apartments at or near 3770 Toledo Road, Jacksonville, Florida 32217.

On October 14, decedent Alfred Lance, III, was a business invitee at the Kings Trail Apartments, when a criminal assailant approached the decedent. The Insureds failed to provide adequate security to protect business invitees against a violent attack on October 14, 2016. But for the negligence of the Insureds, the decedent would not have been assaulted at gunpoint, physically attacked and killed.

The 3770 Toledo Road, Jacksonville, Florida, property was not mistakenly left off the schedule of insured locations. The subject property is an insured location under a primary commercial general liability policy issued by James River Insurance Company that provides coverage for the Insureds’ properties in the Jacksonville area. James River Insurance Company is defending Tzadik Acquisitions, LLC, against the Lawsuit.

POLICY INFORMATION

United Specialty issued an occurrence form Commercial General Liability policy to the Insureds, number DCH00047-00, effective October 15, 2015 to October 15, 2016. The

Willa Kimble, as the personal representative of the Estate of Alfred Lance, III V.
Tzadik Acquisitions, LLC, et al.

Insured: Tzadik Acquisitions, LLC, Tzadik Management Group 2 LLC,
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Limits of Insurance are an \$1,000,000 Each Occurrence Limit, and a \$2,000,000 General Aggregate Limit.

APPLICABLE POLICY PROVISIONS

We take this opportunity to highlight certain provisions in the policy that may affect coverage for the Lawsuit, and/or upon which United Specialty bases its declination of coverage. However, in setting forth these provisions, United Specialty does not waive any other terms, conditions or provisions of the policy.

The Commercial General Liability coverage is written on form CG 00 01 04 13, and provides in relevant part as follows:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

* * * *

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of

Willa Kimble, as the personal representative of the Estate of Alfred Lance, III V.
Tzadik Acquisitions, LLC, et al.

Insured: Tzadik Acquisitions, LLC, Tzadik Management Group 2 LLC,
Tzadik Properties, LLC

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judgments or settlements under Coverages A or B or
medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or
services is covered unless explicitly provided for under
Supplementary Payments Coverages A and B.

- b.** This insurance applies to "bodily injury" and "property
damage" only if:
- (1)** The "bodily injury" or "property damage" is caused by
an "occurrence" that takes place in the "coverage
territory";
 - (2)** The "bodily injury" or "property damage" occurs during
the policy period; and
 - (3)** Prior to the policy period, no insured listed under
Paragraph 1. of Section II – Who Is An Insured and
no "employee" authorized by you to give or receive
notice of an "occurrence" or claim, knew that the
"bodily injury" or "property damage" had occurred, in
whole or in part. If such a listed insured or authorized
"employee" knew, prior to the policy period, that the
"bodily injury" or "property damage" occurred, then
any continuation, change or resumption of such
"bodily injury" or "property damage" during or after the
policy period will be deemed to have been known
prior to the policy period.
- c.** "Bodily injury" or "property damage" which occurs during the
policy period and was not, prior to the policy period, known
to have occurred by any insured listed under Paragraph 1. of
Section II – Who Is An Insured or any "employee" authorized
by you to give or receive notice of an "occurrence" or claim,
includes any continuation, change or resumption of that
"bodily injury" or "property damage" after the end of the
policy period.
- d.** "Bodily injury" or "property damage" will be deemed to have
been known to have occurred at the earliest time when any

Willa Kimble, as the personal representative of the Estate of Alfred Lance, III V.
Tzadik Acquisitions, LLC, et al.

Insured: Tzadik Acquisitions, LLC, Tzadik Management Group 2 LLC,
Tzadik Properties, LLC

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insured listed under Paragraph 1. of Section II – Who Is An Insured or any “employee” authorized by you to give or receive notice of an “occurrence” or claim:

- (1) Reports all, or any part, of the “bodily injury” or “property damage” to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the “bodily injury” or “property damage”; or
- (3) Becomes aware by any other means that “bodily injury” or “property damage” has occurred or has begun to occur.

- e. Damages because of “bodily injury” include damages claimed by any person or organization for care, loss of services or death resulting at any time from the “bodily injury.”

* * * *

SECTION V – DEFINITIONS

* * * *

3. “Bodily injury” means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

* * * *

13. “Occurrence” means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. “Personal and advertising injury” means injury, including consequential “bodily injury”, arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;

Willa Kimble, as the personal representative of the Estate of Alfred Lance, III V. Tzadik Acquisitions, LLC, et al.

Insured: Tzadik Acquisitions, LLC, Tzadik Management Group 2 LLC,
Tzadik Properties, LLC

Claim No.: 13-013008

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- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organizations goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

* * * *

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data

Willa Kimble, as the personal representative of the Estate of Alfred Lance, III V. Tzadik Acquisitions, LLC, et al.

Insured: Tzadik Acquisitions, LLC, Tzadik Management Group 2 LLC,
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processing devices or any other media which are used with electronically controlled equipment.

- 18.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

* * * *

United Specialty reserves the right to review any further amended complaint, cross-complaint or any additional facts given to it and make a separate determination as to whether a defense or indemnity might be provided based upon the new information given to the Company or new allegations in a further amended complaint or other pleading.

By setting forth the above, United Specialty does not intend to waive any of the terms, conditions, or defenses available to it under the referenced policy, or pursuant to law. United Specialty may rely on additional or different exclusionary terms or provisions contained in the referenced policy if it discovers facts which would make other terms of the policy applicable. Moreover, the policy with United Specialty Insurance may contain additional exclusions which are potentially applicable to the Lawsuit.

United Specialty would appreciate any input you may have if you believe we have misunderstood the facts or if you become aware of any additional information that may be relevant to United Specialty's coverage position. When, and if, this information is provided, United Specialty will review its coverage position.

United Specialty is committed to the prompt and fair handling of all claims for coverage. If you believe that United Specialty's position is incorrect or constitutes a wrongful denial or rejection of this claim, you may have the matter reviewed by the Florida Department of Financial Services by calling 1-877-693-5236, or by writing to the Department at this address:

Willa Kimble, as the personal representative of the Estate of Alfred Lance, III V.
Tzadik Acquisitions, LLC, et al.

Insured: Tzadik Acquisitions, LLC, Tzadik Management Group 2 LLC,
Tzadik Properties, LLC

Claim No.: 13-013008

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Florida Department of Financial Services
Division of Consumer Services
200 East Gains Street
Tallahassee, FL 32399-0322
Consumer.Services@myfloridacfo.com

Should you have any questions regarding United Specialty's position as set forth in this letter, please do not hesitate to contact me.

Very truly yours,

PREMIER CLAIMS MANAGEMENT, LLC, on behalf of
United Specialty Insurance Company

William L. Battles

For Marilyn Bonetati
William L. Battles,
Senior Claims Counsel

cc: Dual Commercial, Inc.
James Gartland – jgartland@dualcommercial.com
Dean Cross – dcross@dualcommercial.com
Jessica Donovan – jdonovan@dualcommercial.com
lossruns@dualcommercial.com

Exhibit "E"

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

CASE NO. _____

UNITED SPECIALTY INSURANCE
COMPANY,

Plaintiff,

v.

TZADIK ACQUISITIONS, LLC, TZADIK
MANAGEMENT GROUP, LLC, TZADIK
MANAGEMENT GROUP 2, LLC,
TZADIK PROPERTIES, LLC, JAMES
RIVER INSURANCE COMPANY, WILLA
KIMBLE, as Personal Representative of the
Estate of Alfred Lance, III, and
COMMERCE AND INDUSTRY
INSURANCE COMPANY

Defendants.

_____ /

COMPLAINT FOR DECLARATORY JUDGMENT

Plaintiff, UNITED SPECIALTY INSURANCE COMPANY (“United Specialty” or “Plaintiff”), by and through its undersigned counsel, and pursuant to 28 U.S.C. § 2201 and Rule 57 of the Federal Rules of Civil Procedure, hereby files this Complaint seeking a Declaratory Judgment against Defendants, TZADIK ACQUISITIONS, LLC (“Tzadik Acquisitions”), TZADIK MANAGEMENT GROUP, LLC (“Tzadik Management”), TZADIK MANAGEMENT GROUP 2, LLC (“Tzadik Management 2”), TZADIK PROPERTIES, LLC (“Tzadik Properties”), JAMES RIVER INSURANCE COMPANY (“James River”), COMMERCE AND INDUSTRY INSURANCE COMPANY (“CIIC”) and WILLA KIMBLE, as Personal

Representative of the Estate of Alfred Lance, III (“Ms. Kimble”) (collectively referred to as the “Defendants”) and states as follows:

INTRODUCTION

1. United Specialty seeks a declaration that: (a) it does not owe a duty to defend or indemnify Tzadik Acquisitions, Tzadik Management, Tzadik Management 2 or Tzadik Properties (collectively the “Tzadik Entities”), in a lawsuit captioned *Willa Kimble v. Tzadik Acquisitions, LLC, et. al.*, Case No. 16-2017-CA-06741, in the Circuit Court of the Fourth Judicial Circuit in and for Duval County, Florida (the “Underlying Action”); and (b) that it does not owe a duty to indemnify any of the Tzadik Entities for any claims that were brought, or could have been brought, in the Underlying Action.

2. As discussed in further detail below, the Underlying Action is a Wrongful Death lawsuit commenced by Ms. Kimble against the Tzadik Entities arising out of an October 14, 2016 incident in which Alfred Lance, III (“Mr. Lance”) was shot and killed while on the premises at King Trail Apartments, 3770 Toledo Road, Jacksonville, Florida (“King Trail Apartments”). (See the operative Complaint in the Underlying Action, ¶¶ 13-14, attached hereto as **Exhibit “A”**). Ms. Kimble has alleged that the Tzadik Entities, as the owners and/or managers of King Trail Apartments, breached a duty to Mr. Lance by failing to provide adequate security at King Trail Apartments. *Id.* at ¶¶ 16-23.

3. The Underlying Action was commenced on October 31, 2017, and defense counsel for the Tzadik Entities entered a Notice of Appearance on or about December 4, 2017. Notwithstanding, United Specialty did not receive notice of the Underlying Action – or of the October 14, 2016 shooting of Mr. Lance – until approximately July 6, 2018. Thus, United

Specialty did not receive notice until more than twenty-months after the shooting incident occurred, and more than eight-months after the Underlying Action was commenced.

4. United Specialty issued a commercial general liability insurance policy to Tzadik Acquisitions and Tzadik Management 2, bearing policy number DCH00047-00, for the policy period of October 15, 2015 through October 15, 2016 with limits of \$1 Million per occurrence and \$2 Million in the aggregate (the “United Specialty Policy”). (A complete copy of United Specialty Policy, with all subsequent endorsements, is attached as **Exhibit “B”**).

5. Prior to the issuance of the United Specialty Policy, Tzadik Acquisitions and Tzadik Management 2 submitted an Acord Commercial Insurance Application to United Specialty (the “Application”), in which they were required to identify each and every premises they owned, rented or operated under the “PREMISES INFORMATION” and “ADDITIONAL PREMISES INFORMATION SCHEDULE” sections of the Application. (*See* Application, attached hereto as **Exhibit “C”**). Tzadik Acquisitions and Tzadik Management 2 identified forty-five (45) premises in the Application, but they knowingly or negligently omitted King Trail Apartments. *Id.*

6. The Tzadik Entities maintained a separate commercial general liability policy with James River, policy number 00064999-1, for the policy period of December 14, 2015 through October 15, 2016 (the “James River Policy”). Upon information and belief, the James River Policy identifies King Trail Apartments as an insured premises.

7. James River has been providing the Tzadik Entities with a defense in the Underlying Action, and has asserted that the coverage available to the Tzadik Entities is subject to an Assault and Battery Limits of Liability Endorsement. (*See* James River coverage letter dated August 15, 2018, attached hereto as **Exhibit “D”**). Pursuant to this endorsement, James

River maintains that the policy limits available for the Underlying Action are \$250,000, and that these limits are eroded by the defense costs incurred to date. *Id.*

8. The Tzadik Entities also maintained an excess policy with CIIC, policy number BE 064596182, for the policy period of December 14, 2015 through October 15, 2016 (the “Excess Policy”), which provides coverage in excess of the limits of both the United Specialty Policy and the James River Policy. (See CIIC coverage letter dated July 6, 2018, attached hereto as **Exhibit “E”**). CIIC maintains that the coverage provided under the Excess Policy does not attach until the limits of the United Specialty Policy and the James River Policy have exhausted. *Id.*

9. There is a justiciable controversy concerning the rights and obligations of the parties under the United Specialty Policy as the Tzadik Entities contend that United Specialty has a duty to defend and indemnify them in the Underlying Action, and James River and CIIC have also taken the position that United Specialty Policy provides coverage for the Underlying Action. United Specialty avers that it has no duty to defend or indemnify the Tzadik Entities pursuant to the various terms, conditions, exclusions and endorsements of the United Specialty Policy.

10. James River, CIIC and Ms. Kimble are interested parties who have been properly included as defendants in order to bind them to the result of this action.

PARTIES

11. Plaintiff, United Specialty, is a Delaware corporation with its principal place of business located in Delaware. United Specialty is therefore a citizen of Delaware for purposes of subject matter jurisdiction.

12. Defendant, Tzadik Acquisitions, is a foreign limited liability company with one member, Defendant, Tzadik Management. Defendant, Tzadik Management, is a Florida limited

liability company with one member, Tzadik Consulting, LLC (“Tzadik Consulting”). Tzadik Consulting is a Florida limited liability company with one member, Adam M. Hendry, who, upon information and belief, is an individual domiciled in the State of Florida, and is a citizen of Florida. Defendants, Tzadik Acquisitions and Tzadik Management, are therefore citizens of Florida for purposes of subject matter jurisdiction.

13. Defendant, Tzadik Management 2, is a foreign limited liability company with one member: TMG 2, LLC. TMG 2, LLC is a Florida limited liability company with one member, Adam M. Hendry, who, upon information and belief, is an individual domiciled in the State of Florida, and is a citizen of Florida. Defendant, Tzadik Management 2, is therefore a citizen of Florida for purposes of subject matter jurisdiction.

14. Defendant, Tzadik Properties, is a Florida limited liability company with two members: Edward Rodriguez and Tzadik Consulting. Edward Rodriguez is, upon information and belief, an individual domiciled in the State of Florida, and is a citizen of Florida. Tzadik Consulting is a Florida limited liability company with one member, Adam M. Hendry, who is, upon information and belief, an individual domiciled in the State of Florida, and is a citizen of Florida. Defendant, Tzadik Properties, is therefore a citizen of Florida for purposes of subject matter jurisdiction.

15. Defendant, James River, is incorporated in Ohio, and has its principal place of business in Glen Allen, Virginia. Defendant, James River, is therefore a citizen of Ohio and Virginia for purposes of subject matter jurisdiction.

16. Defendant, CIIC, is incorporated in New York, and has its principal place of business in New York, New York. Defendant, CIIC, is therefore a citizen of New York for purposes of subject matter jurisdiction.

17. Defendant, Ms. Kimble, is the legal representative of the Estate of the decedent, Alfred Lance, III. Upon information and belief, Mr. Lance was an individual domiciled in the State of Florida and was a citizen of Florida. Ms. Kimble is therefore deemed to be a citizen of Florida for purposes of subject matter jurisdiction.

18. All conditions precedent to the filing of this Complaint for Declaratory Judgment have occurred, been performed, or have been waived.

JURISDICTION AND VENUE

19. This Court has subject matter jurisdiction under 28 U.S.C. § 1332 because there is complete diversity of citizenship between the Plaintiff and all of the Defendants, and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

20. This Court has personal jurisdiction over the Defendants because they are residents of, or conduct substantial business in Florida.

21. Venue is proper in the Middle District of Florida pursuant to 28 U.S.C. § 1391 because this district is where the events giving rise to the Underlying Action at issue in this coverage dispute occurred, and because the Underlying Action is proceeding in the Circuit Court of the Fourth Judicial Circuit in and for Duval County, which is situated within this district.

BACKGROUND FACTS

22. Upon information and belief, at all times material hereto, Tzadik Acquisitions was the owner of real property located at 3770 Toledo Road, Jacksonville, Florida (“King Trail Apartments”), and King Trail Apartments was operated, maintained or managed by the Tzadik Entities.

23. On October 14, 2016, Alfred Lance, III (“Mr. Lance”) was shot and killed while on the premises at King Trail Apartments (the “Incident”).

24. On October 31, 2017, Ms. Kimble filed a Wrongful Death lawsuit captioned *Willa Kimble v. Tzadik Acquisitions, LLC, et. al.*, Case No. 16-2017-CA-06741 in the Circuit Court of the Fourth Judicial Circuit in and for Duval County, Florida (the “Underlying Action”).

25. In the Underlying Action, Ms. Kimble alleges that the Tzadik Entities, as the owners and/or managers of King Trail Apartments, breached a duty to Mr. Lance by failing to provide adequate security at King Trail Apartments. (*See* Ex. A., ¶¶ 14-23).

26. The Incident occurred on October 14, 2016, the Underlying Action was filed on October 31, 2017, and defense counsel for the Tzadik Entities entered a Notice of Appearance on December 4, 2017. Notwithstanding, United Specialty did not receive notice of the Incident or the Underlying Action until approximately July 6, 2018.

27. Upon receipt of notice of the Incident and the Underlying Action, United Specialty conducted a timely investigation of the Tzadik Entities’ claim for coverage respecting the Underlying Action. On October 9, 2018, United Specialty issued a Declination of Coverage.

THE POLICY AND APPLICATION

28. On October 15, 2015, prior to the issuance of the United Specialty Policy, Tzadik Acquisitions and Tzadik Management 2 submitted an Acord Commercial Insurance Application (the “Application”) to United Specialty. (*See* Ex. C).

29. Tzadik Acquisitions and Tzadik Management 2 were required to identify each and every premises they owned, rented or operated under the “PREMISES INFORMATION” and “ADDITIONAL PREMISES INFORMATION SCHEDULE” sections of the Application, and they identified forty-five (45) premises in the Application. *Id.* Tzadik Acquisitions and Tzadik Management 2 knowingly or negligently omitted King Trail Apartments from the list of premises identified in the Application. *Id.*

30. The Application forms a part of the United Specialty Policy for all purposes, and any statement or description made by or on behalf of an insured in an application for an insurance policy, or in negotiations for a policy is deemed a “representation” under Florida Statute § 627.409.

31. In reliance upon the representations provided in the Application, United Specialty issued the United Specialty Policy. The Declarations to the United Specialty Policy list each of the forty-five (45) premises identified in the Application under the schedule titled “ALL PREMISES YOU OWN, RENT OR OCCUPY” (the “Schedule of Premises”), and set forth the specific premium assessed for each listed premises under a CLASSIFICATION AND PREMIUM schedule (the “Premium Schedule”). (*See* Ex. “B” – Declarations). King Trail Apartments was not listed under the Schedule of Premises, and no premium was charged or paid for King Trail Apartments under the Premium Schedule. *Id.*

32. The United Specialty Policy specifically provides that the policy is written in reliance on the statements made in the Declarations, which are based upon the representations the Insureds made to United Specialty in the Application and otherwise:

**SECTION IV – COMMERCIAL GENERAL LIABILITY
CONDITIONS**

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us;
and
- c. We have issued this policy in reliance upon your representations.

(*See* Ex. B, form CG 00 01 04 13).

33. The United Specialty Policy, subject to its terms, exclusions and other provisions, provides coverage for bodily injury claims in the Insuring Agreement for Section I, Coverage A, which states in relevant part:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

* * *

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply.

* * *

- b. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury."

(See Ex. B, form CG 00 01 04 13).

34. The United Specialty Policy defines the term "bodily injury" in relevant part as "bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time." *Id.*

35. The United Specialty Policy defines the term "occurrence" in relevant part as "an accident, including continuous or repeated exposure to substantially the same general harmful conditions." *Id.*

36. The United Specialty Policy defines the term "coverage territory" in relevant part as "[t]he United States of America (including its territories and possessions), Puerto Rico and Canada[.]" *Id.*

37. Coverage under the United Specialty Policy is restricted by virtue of the Designated Locations Endorsement, which states in relevant part:

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

Designated Location(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
 4. The limits shown In the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the

General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:

1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Location General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.

D. For the purposes of this endorsement, the Definitions Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

E. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

(See Ex. B, form GC 25 04 05 09) (emphasis supplied).

38. The United Specialty Policy contains certain procedures for reporting claims and cooperating with United Specialty, including, but not limited to, the following:

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITION

* * *

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable. You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved Insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (3) Authorize us to obtain records and other information;
 - (4) Cooperate with us In the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

(See Ex. B, form CG 00 01 01413) (emphasis supplied).

COUNT I – DECLARATORY JUDGMENT
(APPLICATION, SCHEDULE OF PREMISES AND DESIGNATED LOCATIONS
GENERAL AGGREGATE LIMIT ENDORSEMENT)

39. United Specialty re-alleges and re-avers Paragraphs 1 through 38 above as if fully set forth herein.

40. The United Specialty Policy does not provide coverage for the Underlying Action, or for any claims which could have be raised in the Underlying Action based upon or arising out of the October 14, 2016 shooting of Mr. Lance at King Trail Apartments, because King Trail Apartments was not identified as a premises which the insureds “own, rent or occupy” in the Application to the United Specialty Policy. (*See* Ex. B).

41. The Application required the insureds to identify each premises they owned or operated under the “PREMISES INFORMATION” and “ADDITIONAL PREMISES INFORMATION SCHEDULE” sections of the Application, and the insured identified forty-five (45) specific locations in the Application. *Id.* However, the insureds knowingly or negligently omitted King Trail Apartments from the list of premises set forth in the Application. *Id.*

42. In reliance upon the representations provided in the Application, United Specialty agreed to issue the United Specialty Policy. The Declarations to the United Specialty Policy list each of the forty-five (45) premises identified in the Application under the schedule titled “ALL PREMISES YOU OWN, RENT OR OCCUPY” (the “Schedule of Premises”). (*See* Ex. B – Declarations). It was United Specialty’s practice to perform site inspections of the insureds’ premises, as identified in the Application, and the inspections were one factor used to determine the premium which was assessed for each premises listed under the Schedule of Premises. Because King Trail Apartments was not identified in the Application, it was not inspected, it was not listed under the Schedule of Premises, and no premium was charged or paid for King Trail

Apartments under the CLASSIFICATION AND PREMIUM schedule (the “Premium Schedule”) set forth in the Declarations. *Id.*

43. The United Specialty Policy contains a DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT endorsement (the “Designated Locations Endorsement”), which defines each premises identified in the Declarations as a designated “location,” and modifies the terms and limits of coverage under the United Specialty Policy based on whether the “occurrence” at issue took place at one or more of these “locations.” (*See* Ex. B, form CG 25 04 05 09). King Trail Apartments is not defined as a “location” pursuant to the Designated Locations Endorsement, because King Trail Apartments was omitted from the Application, and is therefore not listed in the Schedule of Premises found in the Declarations.

44. Because the insureds knowingly or negligently omitted King Trail Apartments from the Application: it was not inspected; it was not identified as a premises owned, rented or occupied by the insureds in the United Specialty Policy; no premium was assessed under the United Specialty Policy to insure King Trail Apartments; and King Trail Apartments was not identified as a “location” subject to the Designated Locations Endorsement of the United Specialty Policy.

45. Had King Trail Apartments been identified in the Application, United Specialty either would not have underwritten the United Specialty Policy, or it would have identified King Trail Apartments in the Schedule of Premises and, if the risk was deemed acceptable after inspection, would have assessed a premium for King Trail Apartments under the Premium Schedule.

46. Accordingly, United Specialty avers that King Trail Apartments is not a covered premises under the United Specialty Policy, and that there is no coverage for the Underlying

Action, or for any claims which could have be raised in the Underlying Action arising from the October 14, 2016 shooting of Mr. Lance at King Trail Apartments.

47. There exists a bona fide actual, present and practical need for the declaration of coverage under the United Specialty Policy and the rights and obligations of United Specialty.

48. The rights and obligations of United Specialty under the United Specialty Policy are dependent upon the facts and the law applicable to the facts affecting coverage under the United Specialty Policy.

49. United Specialty and the Defendants have an actual, present controversy in the subject matter described herein.

50. All proper and present interests are before the Court by proper process.

WHEREFORE, Plaintiff, United Specialty Insurance Company, respectfully requests that this Court enter judgment in its favor and: (a) declare that United Specialty has no obligation to defend or indemnify Tzadik Acquisitions, Tzadik Management, Tzadik Management 2 and Tzadik Properties in the Underlying Action under the United Specialty Policy; (b) declare that United Specialty has no obligation to indemnify the Defendants for any other claim that could be brought in the Underlying Action; and (c) grant such other relief as the Court may deem just, proper and equitable under the circumstances.

COUNT II – DECLARATORY JUDGMENT

(FAILURE TO SATISFY CONDITIONS OF COVERAGE)

51. United Specialty re-alleges and re-avers Paragraphs 1 through 38 above as if fully set forth herein.

52. The United Specialty Policy requires, as a condition precedent to coverage, that the insured must provide notice of any “occurrence” or an offense that may result in a claim “as soon as practicable.” (*See* Ex. B, form CG 00 01 04 13).

53. The United Specialty Policy also requires, as a condition precedent to coverage, that if a claim is made or “suit” is brought against any insured, the insured must provide United Specialty with written notice of the claim or “suit” as soon “as soon as practicable,” and must “immediately send” copies of any demands, notices, summonses or legal papers received in connection with the claim or suit. *Id.*

54. United Specialty was not notified of the Underlying Action filed on October 31, 2017, or the October 14, 2016 shooting which gave rise to the Underlying Action, until approximately July 6, 2018. In fact, United Specialty received notice more than seven (7) months after defense counsel for the Tzadik entities entered a Notice of Appearance in the Underlying Action. Thus, the insureds did not provide United Specialty with notice of the “occurrence” giving rise to the Underlying Action or notice of the Underlying Action itself “as soon as practicable,” as required by the United Specialty Policy.

55. By virtue of the late notice received from its insureds, United Specialty has been prejudiced.

56. There exists a bona fide actual, present and practical need for the declaration of coverage under the United Specialty Policy and the rights and obligations of United Specialty.

57. The rights and obligations of United Specialty under the United Specialty Policy are dependent upon the facts and the law applicable to the facts affecting coverage under the United Specialty Policies.

58. United Specialty and Defendants have an actual, present controversy in the subject matter described herein.

59. All proper and present interests are before the Court by proper process.

WHEREFORE, Plaintiff, United Specialty Insurance Company, respectfully requests that this Court enter judgment in its favor and: (a) declare that United Specialty has no obligation to defend or indemnify Tzadik Acquisitions, Tzadik Management, Tzadik Management 2 and Tzadik Properties in the Underlying Action under the United Specialty Policy; and (b) grant such other relief as the Court may deem just, proper and equitable under the circumstances.

Dated: December 11, 2018.

Respectfully submitted,

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