

ARTWORKS

CANADIAN MUSEUM ASSOCIATION DECLARATION PAGE

Aegis Managing Agency

33 Gracechurch Street
London
EC3V 0BT, United Kingdom

Policy Number: MCL-CMA1904-88

Named Insured: Art Gallery of Northumberland

Mailing Address: c/o James.W. Gordon Insurance Brokers Ltd.
35 King Street E., Box 127
Cobourg, ON K9A 4K5

DD MO YYYY DD MO YYYY

Policy Period: From: 01 06 2019 To: 01 06 2020

12:01 a.m. Standard
Time at the mailing
address above.

NAMED LOCATIONS:

55 King Street Street West
Cobourg, ON K9A 4K4

LIMITS OF LIABILITY:

- A CAD\$4,250,000 each and every loss whilst at Named Locations
 - A1 Inclusive of CAD\$Not Insured each and every loss whilst in Vault
 - A2 Inclusive of CAD\$4,000,000 each and every loss whilst in Storage
- B CAD\$10,000 each and every loss whilst at any other location Worldwide
- C CAD\$500,000 any one transit Worldwide As per Museum Wording and additional clauses attached
- D CAD\$500,000 for any one domestic transit
- E CAD\$4,250,000 each and every loss in respect of Legal Liability as defined herein
- F CAD\$250,000 for any one Exhibition worldwide
- G CAD\$250,000 for any one domestic exhibition (at insured premises)
- H CAD\$Not Insured for Art Rental
- I Deductible CAD\$Nil each and every loss in respect of items belonging to the permanent collection while on the Insured's premises only and as more fully described in the attached Wording. No deductible applies to items belonging to the Insured's permanent collection whilst away from their premises or for items on loan to the Insured.
- J Deductible (Earthquake) 2.5% of loss subject to a minimum of CAD\$5,000 each and every loss in respect of all insured items located in the province of British Columbia.
- K ANNUAL PREMIUM: CAD\$2,325
- L SPECIAL CONDITIONS

For purposes of the *Insurance Companies Act (Canada)*, this document was issued in the course of Lloyds of London.

24/07/2019

(Date)

By

Ian C Seakens

(Authorized Representative)

MARSH CANADA LTD		
CONTRACT NUMBER B0509FINSF1800183		Page 2 of 25

FINE ARTS WORDING FINE ARTS WORDING

SECTION ONE:

ALL RISKS OF PHYSICAL LOSS OR DAMAGE AND TERRORIST ACTS
INSURING CLAUSE

This insurance insures against all risks of physical **Loss** or damage to **Property** from any cause (including but not limited to **Earthquake/Earth movement, Terrorist Acts** and legal liability) whilst on premises and in **Transit** anywhere in the world, occurring during the period of insurance. Insurers agree, to the extent and in the manner hereinafter provided, to indemnify the Insured(s) in respect of such **Loss** or damage not exceeding the limit of liability specified in the Risk Details of this policy, subject to the conditions and exclusions as set forth herein.

EXCLUSIONS

This Policy does not cover loss or damage arising from:

1. vermin, wear and tear and/or gradual deterioration and/or inherent vice.
2. confiscation, nationalization, requisition or destruction of or damage to **Property** by or under the order of any government or public or local authority.
3. consequential **Loss**, being non-physical **Loss**, damage or expense, including any business interruption, **Loss** of revenues or extra expense incurred, except as may be insured by any business interruption, **Loss** of revenues or extra expense coverage attached to this policy.
4. **Terrorist Acts** when:
 - A. **Property** is at any location not named in the **Declaration**;
 - B. **Property** at the named locations in the schedule in excess of CAD \$10,000,000 each and every **Loss**.

This Exclusion shall not apply to any **Loss** to **Property** during **Transit**.

5. War and civil war occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

This Exclusion shall not apply to any **Loss** to **Property** during **Transit** by aircraft or by **Oversea Vessel**.

6. Radioactive contamination, chemical, biological, bio-chemical and electromagnetic weapons:

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

 1. In no case shall this insurance cover **Loss**, damage, liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
 - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
 - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
 - 1.5 any chemical, biological, bio-chemical or electromagnetic weapon.

CL 370 (10/11/03)

7. Sanction limitation and exclusion clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

JC2010—014

8. Cyber Attack Exclusion

1.1 Subject only to clauses 1.2 and 1.3 below, in no case shall this insurance cover **Loss** damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or **Terrorist Acts** or any person acting from a political motive, clause 1.1 shall not operate to exclude **Losses** (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

1.3 It is understood and agreed that clause 1.1 shall not apply to an otherwise covered physical **Loss** of the subject matter insured directly caused by theft, robbery, burglary, holdup or other criminal taking if a computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system is used in the commission of the act(s) of theft, burglary, robbery, hold-up or other criminal taking.

JSC201 5/005

6 November 2015

DEFINITIONS

Terrorist Acts

means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Earthquake

means a shaking or trembling of the earth that is tectonic in origin.

- (A) Each **Loss** by **Earthquake** shall constitute a single **Loss** hereunder. If more than one **Earthquake** shock occurs within any period of seventy-two consecutive hours during the term of this Policy, the beginning of which seventy-two hour period may be determined by the Insured, such **Earthquake** shocks shall be deemed to be a single occurrence within the meaning of this Policy.
- (B) Should any time period referred to in (A) above extend beyond the expiration date of this Policy and commence prior to the expiration or cancellation, the Insurers shall pay all such **Earthquake Losses** occurring during such period as if such period fell entirely within the term of this Policy.
- (C) The Insurers shall not be liable, however, for any **Earthquake** occurring before the effective date and time or commencing after the expiration date and time of this Policy.

Earth movement

means any natural or man-made **Earth movement** including, but not limited to **Earthquake** or landslide, regardless of any other cause or event contributing concurrently or in any other sequence of **Loss**.

However, physical **Loss** or damage by fire, explosion, sprinkler leakage, or flood resulting from **Earth movement** will not be considered to be **Loss** by **Earth movement** within the terms and conditions of this policy.

Each **Loss** by **Earth movement** shall constitute a single **Loss** hereunder. If more than one **Earth movement** occurs within any period of seventy-two consecutive hours during the term of this Policy, the beginning of which seventy-two hour period may be determined by the Insured, such **Earth movement** shall be deemed to be a single occurrence within the meaning of this Policy.

Loss

means physical **Loss**, or damage to or destruction of **Property**.

Property

means fine arts and tangible **Property** of every description, including archives, library collections, murals, paintings, etchings, pictures, tapestries and other bona fide works of art, including but not limited to books, manuscripts, historical archives, valuable rugs, statuary, marbles, bronzes, antique furniture, rare books, antique silver, manuscripts, porcelains, glass and bric-a-brac and the Insured's collection of books, mixed periodicals, photographs, slides, clippings and other articles of a similar nature of every kind and description, and all other materials used in the conduct of the Insureds business, including but not limited to exhibition accessories, documents, archival material and the **Property** of the Insured or for which the Insured assume a responsibility to insure or for which the Insured receives instructions to insure prior to shipment or prior to any known **Loss** or accident, or **Property** which has been leased, loaned, rented or otherwise made available to the Insured.

MARSH CANADA LTD		
CONTRACT NUMBER B0509FINSF1800183		Page 5 of 25

Valuable papers and records

This policy is extended to include valuable papers and records including the costs of gathering and assembling information or data for reproduction of the lost or damaged insured **Property**.

Valuable papers and records: mean of written, printed or otherwise inscribed documents and records, including abstracts, deeds, mortgages, manuscripts, books, drawings, sketches, maps, plans, surveys, blueprints, films, linens, scale models, photographs and photographic reproductions, "Art" inventory records, and similar **Property**.

Oversea Vessel

means a vessel carrying **Property** from one port or place to another where such voyage involves a sea passage by the vessel.

Transit

means physical transportation, such transportation shall be deemed to commence from the time the transporting person receives **Property** for transportation or the time when the liability of the Insured for the **Property** transported attaches (whichever is the soonest) and shall be deemed to end at the time of delivery to the designated recipient or its agent or the time when the liability of the Insured for the **Property** transported ceases (whichever is the latest). In the event that delivery of **Property** to the designated recipient or its agent cannot be accomplished such **Property** shall be deemed in physical transportation until such time as such **Property** are sold or otherwise disposed of or until such **Property** are on premises in the care custody or control of the Insured. In the event that **Property** are temporarily at rest during the ordinary course of physical transportation, such period at rest shall be deemed part of the physical transportation.

CONDITIONS

Arbitration

If the Insured and the Insurers fail to agree as to the amount of **Loss**, each shall, on the written demand of either made within (60) sixty days, select a competent and disinterested appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for (15) fifteen days to agree upon such umpire, then on the request of the Insured or the Insurers, such umpire shall be selected by a judge of a court of record in the state in which such appraisal is pending.

The appraisers shall then appraise the **Loss**, stating separately (1) the current market value at the time of **Loss** (or other valuation defined in this Policy and applicable to the **Loss**) and (2) the amount of **Loss**. Failing to agree, each shall submit their differences to the umpire. An award in writing of any two shall determine the amount of **Loss**. The Insured and the Insurers shall each be responsible to pay their respective chosen appraiser and each shall bear equally the other expenses of the appraisal and umpire. The Insurers shall not be held to have waived any of their rights by any act relating to appraisal.

Automatic Reinstatement

The amount of insurance and limit of liability shall be reduced by the amount of **Loss** payment but said amount shall be automatically reinstated at the time of **Loss** without additional premium. The proportionate part of the whole annual Policy premium represented by any such **Loss** payment, however, shall then be fully earned by the Insurers.

Basis of Valuation

The Basis of Valuation for settlement of claims will be:

- A. On **Property** of the Insured, the Insurer shall not be liable beyond the current market value of the **Property** at the time any **Loss** or damage occurs or if applicable the current market value according to the resident curator(s) in charge of the department(s) to which the item(s) was assigned. However, settlement shall not be less than the amount paid by the Insured to acquire the item(s).
- B. **Property** acquired, or to be acquired, by the Insured as a gift or under wills or similar bequests shall be valued at current market value at the time **Loss** or damage occurs. In no event, however, shall this policy cover such **Property** beyond the Insured's interest therein and in event of **Loss** of such **Property** such interest of the Insured at time of **Loss** shall be that as stipulated in the will, bequest, contract or other document executed between the Insured and the donor of said **Property**.
- C. **Property** of others loaned to the Insured and which the Insured has been instructed to insure or for which the Insured may be liable, shall be valued at amounts agreed upon between the Insured and owners, or otherwise the Insurer shall not be liable beyond the current market value of the **Property** at the time any **Loss** or damage occurs and in no event for an amount in excess of the limits of liability.
- D. In the event of partial **Loss** or damage to any item insured the amount payable shall be the cost and expense of restoration plus any resulting depreciation in value but not exceeding the full value of that item.
- E. Following the payment of the full amount insured for any item, pair or set, the Insurer will become the full owners and reserve the right to take possession of the item, pair or set.

MARSH CANADA LTD		
CONTRACT NUMBER B0509FINSF1800183		Page 7 of 25

Cancellation clause

Either the Insured or the Insurers may cancel this insurance by giving notice to the other. The Insurers shall give 90 days written notice to the Insured from which thereafter, the cancellation shall be effective. Such notice shall not apply to **Property in Transit**. The mailing of such notice shall be sufficient proof of notice and this insurance shall terminate at the date and hour specified in such notice. If this insurance shall be cancelled by or on behalf of the Insurers or the Insured, the Insurers shall retain the pro rata proportion of the premium earned.

If the period of limitation relating to the giving of notice of cancellation is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the maximum period of notice of cancellation permitted by such law

Conflict with Law

Any terms or conditions of this Policy which are in conflict with the laws of the State or Country where this Policy is issued are hereby amended to conform to such laws.

Contingent and difference in limits coverage

This insurance shall act on a “contingent” and “difference in limits” basis in the event that the Indemnity coverage provided by the borrower or by government indemnity does not respond. Such coverage provided by insurers hereon in such event shall be no broader than the coverage provided hereunder.

Duty to Defend

In the event of any action or recovery involving the Insured as bailee of properties of third parties which the Insured has been instructed to insure, the Insurers shall have the duty to defend any such action and/or pursue any recovery and shall pay all legal fees, court costs, recovery costs and judgements.

Evidence of insurance

Authority is hereby given to Marsh Canada Ltd. to issue and countersign Canadian Museums Association declaration page and coverage form.and/or endorsements thereto attaching during the period of this Policy in respect of items to be covered by this Policy. Where the expiry date on the Canadian Museums Association declaration page and coverage form.and/or endorsement exceeds the expiry or termination date of this Policy, coverage in respect of the items specified on Canadian Museums Association declaration page and coverage form.and/or endorsement shall continue to be covered within the terms and conditions of this Policy as long as the attachment date of coverage specified attaches during the period of this Policy.

Examination under Oath

The Insured shall submit, and so far as is within their power shall cause all other persons interested in the **Property** to submit to examinations under oath by any persons named by the Insurers, relative to the matters in connection with a claim and subscribe the same; and produce for examination, at the Insured’s expense, all books of account, bills, invoices, and other vouchers or certified copies thereof if original are lost, at such reasonable time and place as may be designated by the Insurers or their representatives, and shall permit extracts and copies thereof to be made.

Excess Insurance

Permission is granted to the Insured to purchase excess insurance without prejudice to this Policy, nor shall the existence of such insurance, if any reduce or effect the Insurers’ liability under this Policy.

Foreign Currency Extension

MARSH CANADA LTD		
CONTRACT NUMBER B0509FINSF1800183		Page 8 of 25

At the option of the Insured, **Loss** or damage to **Property** declared to the Insured in loan agreements or otherwise, in a foreign currency, will be paid in the currency shown otherwise the amount shall be fixed in U.S. dollars at the date of the declaration and paid in Canadian dollars.

Legal liability

This Policy covers the liability of the Insured as bailee of all properties of third parties which the Insured has been instructed to insure or for which they have been instructed not to insure (excluding, however, any **Property** for which the Insured has obtained a signed release of liability from the owner) by the respective owners or the agents of the owners, including properties borrowed under similar conditions wherein insurance is arranged by and in the name of the owners or their agents but for which the Insured reimburses them for the premium paid. In the event of any action or recovery involving the Insured, the Insurers shall have the obligation to defend any such action and/or pursue any recovery and shall pay all legal fees, court costs, recovery costs and judgements, but specifically excluding exemplary or punitive damages incurred with their agreement.

Notwithstanding anything contained in the foregoing to the contrary, it is understood and agreed that in no event shall the liability of the Insurers for all such fees, costs and/or judgements exceed the value previously agreed upon between the Insured and the owner(s) of the **Property** lost or damaged including the fees and costs involved.

The Insured shall not voluntarily assume any liability nor incur any expense nor settle any claim except at the Insured's own cost. The Insured shall not interfere in any negotiation for settlement nor in any legal proceedings, but whenever requested and at the Insurers' expense, the Insured shall aid in securing information and evidence and the attendance of witnesses and shall co-operate with the Insurers, except in a pecuniary way, in all matters which the Insurers may deem necessary in the defence of any suit or in the prosecution of any appeal.

Loss Buy-Back Provision

The Insured shall have the right to purchase any recovered **Property** from the Insurers for the amount paid to the Insured for the **Loss**, within 10 years from the date of **Loss**. After such time, the Insured has the first right of refusal to purchase the item at a price mutually agreed between the Insurers and the Insured. Damaged **Property**, which is recovered, for which a **Loss** has been paid, may be repurchased at the fair market value of the damaged **Property** on the date of recovery. The Insurers and/or the Insured will notify the other in the event of the recovery of **Property**.

No Benefit to Bailee

This insurance shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

No claims bonus

The Insurers hereby agree to refund 10% of the gross premium in respect of no claims being presented under the Policy, to be payable at expiry and subject to the renewal of this insurance being offered to the incumbent Insurers and subject to a minimum annual premium of CAD 10,000,

It is hereby noted that for the purposes of this Policy each of the parties comprising the Insured, shall be considered separately insured and the word "Insured" shall apply to each party as if a separate policy had been issued to each. Any **Loss** or damage occurring during the period of insurance will be considered separate to each Insured and no **Loss** or damage suffered by an Insured shall be imputed to any other Insured.

Notice of Cancellation to Certificate Holders

This endorsement modifies insurance provided by the policy:

Name of Certificate Holder(s) and Address: As Per Certificates on file

Insurer shall provide prior written notice of cancellation of this policy to the Certificate Holder shown above at least 30 days prior to the effective date of such cancellation, except that, for non-payment of premium, only 15 days prior written notice to such Certificate Holder of such cancellation shall be required. Other than the right to receive

MARSH CANADA LTD		
CONTRACT NUMBER B0509FINSF1800183		Page 9 of 25

notice of cancellation as set forth herein, this endorsement confers no rights under this policy to the Certificate Holder(s) including, but not limited to, Additional Insured status or additional Named Insured status. Attached to and forming part of Policy.

Notice of Loss

When the Risk Manager of the Insured becomes aware of an event which, in their opinion, is likely to result in a claim being presented under this Policy, the Risk Manager of the Insured will give notice to Marsh as soon as practicable and such notice will be accepted by Insurers as notice to Insurers.

Other Insurance

This insurance does not cover any **Loss** or damage which at the time of such **Loss** or damage was insured by any other existing policy or policies arranged by the Insured except in respect of any excess insurance beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

This clause shall not apply to insurance effected by owners or agents of owners of **Property** loaned to the Insured and the existence of such insurance or payment of a loss thereunder shall not constitute a defense to any claim otherwise payable under this Policy, nor shall such insurance be called upon to contribute to any **Loss** payable hereunder.

This clause shall not apply to **Property** Insured under this Policy that is also insured under the Insured's **Property** or 'package' policy. In such case, this Policy shall be primary. At the option of the Insured, this Policy shall cover the difference in conditions of any primary insurance or government indemnity effected by the Insured or on behalf of the Insured.

Packing Clause

In respect of items in **Transit**, it is understood and agreed that all such items shall be packed in such a manner so as to withstand the normal hazards associated with such forms of **Transit**.

Pairs and Sets

In the event of the **Loss** to any article or articles which are part of a pair or set, the Insurers agree to pay the Insured, at the option of the Insured, (1) the full amount of the value of such pair or set as determined by the Basis of Valuation clause set forth in this insurance, and the Insured agrees, if such option is elected, to surrender the remaining article or articles of the pair or set to the Insurers or (2) the measure of **Loss** or damage to such article or articles shall be a reasonable and fair proportion of the total of the pair or set, giving consideration to the importance of said article(s).

Partial Loss

In cases of partial **Loss**, the amount of payable shall include any and all costs and expenses for repair and/or restoration including any additional charges incurred in connection therewith.

Depreciation if any, after restoration, to be agreed upon between the Insured and the Insurers but in no event shall the Insurers be liable for more than the value of the **Property** as defined in the Basis of Valuation clause of this Policy.

Privilege to Adjust with Owner

In the event of a **Loss of Property** of others insured hereunder, the right to adjust such **Loss** with the owner(s) or agent of the owner(s) is reserved to the Insurers, subject however, to the prior written consent of the Insured. A proof of **Loss** or other formal receipt signed by the owner(s) or their agent will satisfy any claim against the Insured. In the event any legal proceeding are taken to enforce the claim, the Insurers will provide a defense in the name of the Insured.

If provided, any expenses or costs of the defense will be at the sole cost of the Insurers and will not reduce the applicable limit of liability provided in this Policy.

Reward Coverage

In the event of a **Loss** covered under this Policy, at the request of the Insured and with the agreement of the Insurers, whose agreement shall not be unreasonably withheld, the Insurers will offer a monetary reward leading to:

- 1) the successful return of undamaged stolen **Property** to a law enforcement agency or;
- 2) the arrest and conviction of any person(s) who have damaged or stolen any covered **Property**.

Settlement of Claims

All adjusted claims shall be paid to the Insured within thirty (30) days after presentation and acceptance by the Insurers of a satisfactory proof of **Loss**.

Special Cancellation Clause

- 1 The Insured shall give notice to the Insured's representative as identified in the Schedule as soon as practicable and in any event within 15 days, or as soon as permitted by its regulator if later, where the Insured:
 - (i) a. ceases underwriting entirely; or
 - b. ceases underwriting the type of insurance provided by this policy in a territory where the Insured is domiciled; or
 - c. formally announces its intention to cease underwriting as per (i)a or (i)b above; or
 - (ii) voluntarily or involuntarily elects to wind up, run off its business, enter a scheme of arrangement or enter into any form of bankruptcy protection or related formal or informal termination of its insurance operations; or
 - (iii) has its authority to carry on insurance business withdrawn.
- 2 The Insured or the Insured's representative may terminate an Insured's participation on this risk by giving written notice:
 - (i) When one of the events identified above at Condition 1 takes place; or
 - (ii) In the event that an Insured has its financial strength rating downgraded below BBB by Standard & Poor's or A- by AM Best. For Lloyd's syndicates it is the financial strength rating of Lloyd's as a whole which is considered.The effective date of termination shall not be earlier than the date notice is actually given by the Insured or the Insured's representative.

Upon notice of cancellation having been given by the Insured or the Insured's representative to the Insured, the Insured shall pay to the Insured a pro rata return premium for the unexpired period of the policy. Such pro rata return premium shall be paid in accordance with the terms of trade previously agreed between the Insured's representative and the Insured to whom notice of cancellation has been given.

In the event that there are any notifications under this policy or the Insured has made any payments pursuant to any policy term or condition providing coverage under this policy to the Insured, the premium shall be deemed fully earned unless the Insured withdraws such notifications and/or reimburses the Insured for any payment(s) made.

Salvage

- (i) The Insured in the event of any imminent or actual **Loss** or damage of any kind whatsoever to any **Property** insured under this Policy, shall take all reasonable steps to defend, safeguard and prevent further damage to any such **Property** including, if necessary, its removal to prevent damage or further damage thereto without prejudice to this insurance or waiver of the Insured's rights hereunder.

MARSH CANADA LTD		
CONTRACT NUMBER B0509FINSF1800183		Page 11 of 25

- (ii) The Insurer shall pay any reasonable expenses incurred by the Insured, his/her or their factors, servants or assign, in connection with steps taken by the Insured and required under subparagraph (i).

Suit against the Insurers

No suit, action or proceeding for the recovery of any claim under this Policy shall be sustainable in any court of law or equity unless the same be commenced within twenty four (24) months next after discovery by the Insured of the occurrence which gives rise to the claim. Provided, however, that if by the laws of the state within which this Policy is issued such limitation is invalid, then any such claims shall be void unless such action suit or proceeding be commenced within the shortest limit of time permitted by the laws of such state.

Survey Fees

It is agreed that any **Loss** survey, appraisal or **Loss** adjuster fees or expenses whether prior to or after a **Loss**, shall be at the expense of the Insurers.

Value Declared

It is understood and agreed that any **Property** insured hereunder while in **Transit** may be dispatched under a declaration as being "without artistic value", the values declared in such cases being only nominal values.

Waiver of Rights of Subrogation

In the event of any payment under this Policy, the Insurers shall be subrogated to all the Insured's rights of recovery against any person or organisation and the Insured shall execute and deliver instruments and papers and do whatever else is reasonably necessary to secure such rights. The Insured shall not intentionally do anything after a **Loss** to prejudice such rights.

This clause shall not apply, however, to museums or other cultural institutions, professional packers and shippers, auction houses, lenders or other individual(s) or institutions or other bailees with whom the Insured has waived, either before or after a **Loss**, the Insured's rights of recovery.

MARSH CANADA LTD		
CONTRACT NUMBER B0509FINSF1800183		Page 12 of 25

ADDITIONAL COVERAGE:

The following additional coverages are subject to sub-limits which increase the collections limit of liability and are in addition to the limits of liability detailed in the **Declarations** and are subject to the terms and conditions of this Policy:

ACQUISITION

Insurers will cover objects of art acquired during the policy period up to a limit of 25% of the Limit of Liability, subject to the objects being reported to Insurers within 90 days of acquisition and a pro-rata additional premium being applicable from the date cover given.

FIRE EXTINGUISHING MATERIALS AND FIRE FIGHTING EXPENSE:

Subject to a limit not exceeding a sum of CAD 50,000 each and every **Loss**, this Policy also covers:

- (i) Accidental escape, **Loss** of or damage to foam solution, halon or other fire extinguishing materials;
- (ii) Municipal or private fire department charges and/or fire-fighting expenses payable by the insured because of an insured peril in, or on, or exposing **Property** of the Insured or for which they may be responsible

Fire-fighting expenses shall include charges for use of fire- fighting equipment and supplies of the Insured or of others, salaries of personnel required to operate such equipment, cost of transporting such equipment to and from insured premises.

INDEMNITY DEDUCTIBLE COVERAGE

This policy can be used to cover any arts, artefact indemnity deductible, based on the certificate of indemnity from the federal council of the arts & humanities. However, this policy shall always be subject to the terms and conditions herein. The amount payable for **Loss** or damage is separate from the amount of insurance shown in the Limits of Liability section of this policy. No deductible applies to this coverage.

LOCK/KEY INSURANCE

Subject to a limit not exceeding a sum of CAD 50,000 each and every **Loss**, this Policy also covers the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including the cost of their installation. Such **Loss** shall be covered only if in conjunction with a **Loss** caused by an insured peril.

PROFESSIONAL FEES

In addition to the cover provided for professional fees and other charges incurred in the reinstatement of **Loss**, this Policy covers other fees and charges incurred by the Insured:

- (i) in preparing or substantiating any claim hereunder (except fees of any adjusters hired by the Insured and/or any costs incurred in bringing an action against the Insurer(s)),
- (ii) in determining the method of repair or replacement, or
- (iii) for producing and certifying particulars or details of the Insured's business required by the

MARSH CANADA LTD		
CONTRACT NUMBER B0509FINSF1800183		Page 13 of 25

- (iv) Insurer(s) in order to arrive at the **Loss** payable in the event of a claim. This coverage will be subject to a limit of liability of maximum CAD 250,000 any one **Loss** or 25% of the limit of liability whichever is the lesser.

EXTENSIONS OF COVERAGE:

The following extensions of coverage are subject to sub-limits which do not increase the collections limit of liability detailed in the **Declarations**:

ACCOUNTS RECEIVABLE

This Policy is extended to include **Loss** or damage to the insured's records of accounts receivables, caused by a peril insured against:

- (i) ALL SUMS DUE the Insured from customers, provided the Insured is unable to effect collection thereof as the direct result of **Loss** of or damage to records of Accounts Receivable;
- (ii) INTEREST CHARGES on any loan to offset impaired collections pending repayment of such sums made uncollectible by such **Loss** or damage;
- (iii) COLLECTION EXPENSES in excess of normal collection cost and made necessary because of such **Loss** or damage;
- (iv) OTHER EXPENSES, when reasonably incurred by the Insured in re-establishing records of Accounts Receivable following such **Loss** or damage.

This extension does not insure: **Loss** due to bookkeeping, accounting or billing errors or omissions.

DEBRIS REMOVAL

The Insurer(s) will indemnify the Insured for expenses incurred in the removal of debris of the **Property** insured, occasioned by **Loss** or damage to such **Property**, for which **Loss** or damage insurance is afforded under this Policy.

DEFENCE COSTS:

The Insurer(s) agree(s) to defend in the name and on behalf of the Insured all claims or suits against the Insured alleging liability for **Loss** or damage to **Property** of others in the custody of the Insured, even if groundless, false or fraudulent and to pay:

- (i) all costs taxed against the Insured in all legal proceedings defended by the Insurer(s) on behalf of the Insured;
- (ii) all interest accruing after judgment and all expenses incurred by the Insurer(s) in such defence.

The Insurer(s) may without prejudice, make such investigation, negotiation and settlement of any claim or suit as they may deem expedient. Nothing in this Clause shall increase the overall limit of liability of the insurer, as set out in the declaration pages.

EXPEDITING EXPENSES

The Insurer will pay reasonable extra cost of temporary repair and of expediting repair or replacement of damaged **Property** insured under this Policy including overtime and the extra cost of express or other rapid means of transportation and use of temporary facilities

RESTORATION, CONSERVATION, FRAMING AND REPAIR

If the insured **Property** is damaged by a professional Conservator, Restorer or Framer, the Insurer will pay the reasonable cost of repair and any depreciation directly caused by the damage.

**STATUTORY CONDITIONS TO BE APPLIED AS APPLICABLE
AND LISTED AS FOLLOWS:**

STATUTORY CONDITIONS FOR USE IN THE PROVINCE OF QUEBEC

LSW1814 ALBERTA

LSW1815 BC

LSW1851 MANITOBA

LSW1193A FOR ALL OTHER PROVINCES BAR QUEBEC

MARSH CANADA LTD		
CONTRACT NUMBER B0509FINSF1800183		Page 15 of 25

BUSINESS INTERRUPTION WORDING
SECTION TWO:

Business Interruption insurance including contingent business interruption insurance (Profits)

i. **INSURING AGREEMENT**

Subject to the conditions, provisions and limitations in section one and hereinafter stated, the Insurer(s) hereby agree(s) with the Insured that if any "Art" as defined in the Interest clause, and/or Borrowed "Art", including but not limited to such **Property** at Contributing or Recipient premises, or such **Property in Transit**, is destroyed or damaged by the perils insured under this Policy at any time during the period of insurance and the business carried on by the Insured be in consequence thereof interrupted or interfered with, the Insurer(s) will pay the Insured the amount of **Loss** resulting from such interruption or interference in accordance with the provisions herein contained.

ii. **MEASURE OF RECOVERY**

This insurance is limited to **Loss** of Gross Profit due to (a) Reduction in Turnover and (b) Increase in Cost of Working and the amount payable as indemnity hereunder shall be:

(a) **IN RESPECT OF REDUCTION IN TURNOVER:**

The sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall, in consequence of the destruction or damage by a peril insured against, fall short of the Standard Turnover,

(b) **IN RESPECT OF INCREASE IN COST OF WORKING:**

The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover, which but for that expenditure would have taken place during the Indemnity Period in consequence of the destruction or damage by a peril insured against, but not exceeding the sum produced by applying the rate of Gross Profit to the amount of the reduction thereby avoided,

LESS any sum saved during the Indemnity Period in respect of such of the Insured Standing Charges as may cease or be reduced in consequence of the destruction or damage by the perils insured against.

iii. **DIVISION/DEPARTMENTAL CLAUSE**

At the option of the Insured, if the business be conducted in Divisions/Departments, the independent trading results of which are ascertainable, the provisions of Clause 2 above shall apply separately to each Division/Department affected by the damage.

iv. **ORDINARY PAYROLL EXPENSE**

The Insurer(s) shall be liable for the Insured's entire ordinary payroll expense for a period of time not in excess of 365 days immediately following date of **Loss**, which may continue during a total or partial suspension of business, to the extent only that such Payroll would have been earned had no interruption or suspension of business occurred.

If the Insured reduces the daily **Losses** covered under this clause, either by providing gainful employment for or paying less than the normal salary rate to all or part of the employees, then the number of consecutive days provided above may be extended, but in no case shall this provision increase the total liability of the Insurer(s) beyond the amount for which it would have been liable under this clause without this additional provision.

In the event the Insured would have experienced an operating deficit had no interruption of business occurred, the extent to which such payroll would have been earned shall be determined by subtracting the excess, if any, of the operating deficit over the Fixed Charges that necessarily continue from such Payroll.

v. **ADDITIONAL INCREASE IN COST OF WORKING**

The Insurer(s) shall be liable for Additional Increase in Cost of Working with respect to the additional expenditure incurred during the indemnity period in consequence of the damage, in excess of the amount payable under paragraph (b) of the Sum(s) Insured Clause for the purpose of avoiding or diminishing the

MARSH CANADA LTD		
CONTRACT NUMBER B0509FINSF1800183		Page 16 of 25

Reduction in Turnover and/or to continue as nearly as practicable the normal conduct of the Insured's business.

vi. **INTERRUPTION BY CIVIL AUTHORITY**

This policy is extended to include the **Loss** sustained by the insured during the period of time, not exceeding four(4) weeks, while business is affected as a result of order of civil authority, but only when such order is given as a direct result of **Loss** or damage by a peril insured.

vii. **INGRESS/EGRESS**

This policy is extended to include the **Loss** sustained by the Insured during the period of time when as a result of a peril insured, or threat thereof, ingress to or egress from premises of the Insured or of others is prevented or impaired, including prevention or impairment of access or egress by any civil authority.

viii. **DEFINITIONS**

GROSS PROFITS: The sum produced by adding to the Net Profit the amount of the Insured Standing Charges, or if there be no Net Profit the amount of the Insured Standing Charges, less such a proportion of any net trading **Loss** as the amount of the Insured Standing Charges bears to all the Standing Charges of the business.

NET PROFIT: The net trading profit (exclusive of all capital receipts and accretions and all outlay properly chargeable to capital) resulting from the business of the Insured at the premises after due provision has been made for all Standing Charges including depreciation (but before the deduction of any taxation chargeable on profits).

INSURED STANDING CHARGES: All Standing Charges. The following shall in no event be deemed to be Standing Charges:

- (a) Depreciation of Stock.
- (b) Bad Debts.
- (c) Wages and salaries other than salaries to permanent staff and wages to foremen and important employees whose services would not be dispensed with should the business be interrupted or interfered with.

TURNOVER: The money paid or payable to the Insured for goods sold and delivered and for services rendered in course of the business.

INDEMNITY PERIOD: The period beginning with the occurrence of a peril insured against and ending not later than TWELVE months thereafter during which the results of the business shall be affected in consequence of the destruction or damage by a peril insured against.

<p>RATE OF GROSS PROFIT: The rate of Gross Profit earned on the Turnover during the financial year immediately before the date of destruction or damage by a peril insured against.</p> <p>STANDARD TURNOVER: The Turnover during that period in the twelve months immediately before the date of the destruction or damage by a peril insured against which corresponds with the Indemnity Period.</p>	<p>To which such adjustment shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the destruction or damage by a peril insured against or which would have affected the business had the destruction or damage by a peril insured against not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the destruction or damage by a peril insured against would have been obtained during the relative period after the destruction or damage by a peril insured against.</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

ORDINARY PAYROLL: means the entire payroll expense for all employees of the Insured, other than salaries to permanent staff and wages to foremen and important employees whose services would not be dispensed with should the business be interfered with or interrupted.

CONTRIBUTING PREMISES: Any premises not owned or operated by the Insured which supplies, sub-contracts, or assists the business of the Insured in any way, and which, if destroyed or damaged would affect the business of the Insured.

RECIPIENT PREMISES: Any premises not owned or operated by the Insured and which, if destroyed or damaged, would wholly or partially prevent the acceptance of goods produced or services provided by the Insured.

NORMAL - the word normal shall mean the condition which would have existed had no **Loss** occurred.

EXTRA EXPENSE: The term Extra Expense is defined as the excess (if any) of the total cost during the period of restoration for the purpose of continuing the Insured's business over and above the total cost that would normally have been incurred to conduct the business during the same period had no **Loss** occurred; the cost in each case to include expense of using other **Property** or facilities or other concerns or other similar necessary emergency expenses. In no event, however, shall the Insurer(s) be liable under this Policy for **Loss** of income, nor for extra expense in excess of that necessary to continue as nearly as practicable the normal conduct of the Insured's business, nor for the cost of repairing or replacing any of the described **Property** that has been damaged or destroyed by the perils insured against, except cost in excess of the normal cost of such repairs or replacements necessarily incurred for the purpose of reducing the total amount of extra expense; liability for such excess cost, however, shall not exceed the amount by which the total extra expense otherwise payable under this Policy is reduced.

The Insurer(s) shall also be liable for extra expense incurred in obtaining **Property** for temporary use during the period of restoration necessarily required for the conduct of the Insured's business; any salvage value of such **Property** remaining after resumption of normal operations shall be taken into consideration in the adjustment of any **Loss** hereunder.

ix. **SPECIAL PROVISIONS IN RESPECT OF BUSINESS INTERRUPTION ONLY:**

- (a) If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others on his behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.
- (b) If any Standing Charges of the business be not insured by this Policy, then in computing the amount recoverable hereunder as increase in Cost of Working, that proportion of the additional expenditure shall be brought into account which the sum of the Net Profit and the Insured Standing Charges bears to the sum of the Net Profit and all Standing Charges.
- (c) The liability of the Insurer(s) shall in no case exceed the sum insured hereby or such other sum or sums as may hereafter be substituted therefor by endorsement, signed by or on behalf of the Insurer(s).
- (d) On the happening of any destruction or damage by a peril insured against in consequence of which a claim is or may be made under this Policy, the Insured shall with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimize or check any interruption of or interference with the business, or to avoid or diminish the **Loss**.
- (e) In adjusting any **Loss**, account shall be taken and an equitable allowance made if any reduction in Turnover occurs after the Indemnity Period by reason of the Turnover being temporarily maintained from accumulated stocks of finished goods during the Indemnity Period.

(f) With respect to **Property** of others, the Insured shall use his influence to induce others to make use of other machinery, equipment, supplies or locations available in order to resume operations.

x. ADDITIONAL EXCLUSIONS IN RESPECT OF BUSINESS INTERRUPTION ONLY

The Insurer(s) shall not be liable for:

- a) **Loss** due to fines or damages for breach of contract for late or non-completion of orders, or for any penalties of whatever nature;
- b) **Loss** due to the suspension, lapse or cancellation of any lease or license, contract or order;
- c) any increase of **Loss** due to interference at the Insured's premises by strikers or other persons, with rebuilding, repairing or replacing the **Property**, or with the resumption or continuation of business.

STATUTORY CONDITIONS IN RESPECT OF BUSINESS INTERRUPTION ONLY:

1. Misrepresentation

If a person applying for insurance falsely describes the **Property** to the prejudice of the Insurers, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the Insurers in order to enable it to judge of the risk to be undertaken, the contract is void as to any **Property** in relation to which the misrepresentation or omission is material.

2. **Property** of Others

Unless otherwise specifically stated in the contract, the Insurers are not liable for **Loss** or damage to **Property** owned by any person other than the Insured, unless the interest of the Insured therein is stated in the contract.

3. Change of Interest

The Insurers are liable for **Loss** or damage occurring after an authorized assignment under the Bankruptcy Act (Canada) or change of title by succession, by operation of law, or by death.

4. Material Change

Any change material to the risk and within the control and knowledge of the Insured avoids the contract as to the part affected thereby, unless the change is promptly notified in writing to the Insurers or its local agent, and the Insurers when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the Insured in writing that, if the Insured desires the contract to continue in force, the Insured must, within fifteen days of the receipt of the notice, pay to the Insurers an additional premium, and in default of such payment the contract is no longer in force and the Insurers shall return the unearned portion, if any, of the premium paid.

5. Termination

1. This contract may be terminated,

- (a) by the Insurers giving to the Insured fifteen days' notice of termination by registered mail or five days' written notice of termination personally delivered;
- (b) by the Insured at any time on request.

2. Where this contract is terminated by the Insurers,

- (a) the Insurers shall refund the excess of premium actually paid by the Insured over the pro rata

premium for the expired time, but, in no event, shall the pro rata premium for the expired time be deemed to be less than any minimum retained premium specified; and

(b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.

3. Where this contract is terminated by the Insured, the Insurers shall refund as soon as practicable the excess of the premium actually paid by the Insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
4. The refund may be made by money, postal or express company money order or cheque payable at par.
5. The fifteen days mentioned in clause 1(a) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

6. Requirements After **Loss**

1. Upon the occurrence of any **Loss** of or damage to the insured **Property**, the Insured shall, if the **Loss** or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10 and 11,
 - (a) forthwith give notice thereof in writing to the Insurers;
 - (b) deliver as soon as practicable to the Insurers a proof of **Loss** verified by a statutory declaration,
 - (i) giving a complete inventory of the destroyed and damaged **Property** and showing in detail quantities, costs, actual cash value and particulars of amount of **Loss** claimed,
 - (ii) stating when and how the **Loss** occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the Insured knows or believes,
 - (iii) stating that the **Loss** did not occur through any wilful act or neglect or the procurement, means or connivance of the Insured,
 - (iv) showing the amount of other insurances and the names of other Insurers,
 - (v) showing the interest of the Insured and of all others in the **Property** with particulars of all liens, encumbrances and other charges upon the **Property**,
 - (vi) showing any changes in title, use, occupation, location, possession or exposures of the **Property** since the issue of the contract,
 - (vii) showing the place where the **Property** insured was at the time of **Loss**;
 - (c) if required, give a complete inventory of undamaged **Property** and showing in detail quantities, cost, actual cash value;
 - (d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract.
2. The evidence furnished under clauses 1(c) and (d) of this condition shall not be considered proofs of **Loss** within the meaning of conditions 12 and 13.

7. Fraud

Any fraud or wilfully false statement in a statutory declaration in relation to any of the above particulars, vitiates the claim of the person making the declaration.

8. Who May Give Notice and Proof

Notice of **Loss** may be given and proof of **Loss** may be made by the agent of the Insured named in the contract in case of absence or inability of the Insured to give the notice or make the proof, and absence or inability being satisfactorily accounted for, or in the like case, or if the Insured refuses to do so, by a person to whom any part of the insurance money is payable.

9. Salvage

1. The Insured, in the event of any **Loss** or damage to any **Property** insured under the contract, shall take all reasonable steps to prevent further damage to such **Property** so damaged and to prevent damage to other **Property** insured hereunder including, if necessary, its removal to prevent damage or further damage thereto.
2. The Insurers shall contribute pro rata towards any reasonable and proper expenses in connection with steps taken by the Insured and required under subparagraph (1) of this condition according to the respective interests of the parties.

10. Entry, Control, Abandonment

After **Loss** or damage to insured **Property**, the Insurers has an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the **Property**, and to make an estimate of the **Loss** or damage, and, after the Insured has secured the **Property**, a further right of access and entry sufficient to enable them to make appraisal or particular estimate of the **Loss** or damage, but the Insurers are not entitled to the control or possession of the insured **Property**, and without the consent of the Insurers there can be no abandonment to it of insured **Property**.

11. Appraisal

In the event of disagreement as to the value of the **Property** insured, the **Property** saved or the amount of the **Loss**, those questions shall be determined by appraisal as provided under the Insurance Act before there can be any recovery under this contract whether the right to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand therefor is made in writing and until after proof of **Loss** has been delivered.

12. When **Loss** Payable

The **Loss** is payable within sixty days after completion of the proof of **Loss**, unless the contract provides for a shorter period.

13. Replacement

1. The Insurers, instead of making payment, may repair, rebuild, or replace the **Property** damaged or lost, giving written notice of its intention so to do within thirty days after receipt of the proofs of **Loss**.
2. In that event the Insurers shall commence to so repair, rebuild, or replace the **Property** within forty-five days after receipt of the proofs of **Loss**, and shall thereafter proceed with all due diligence to the completion thereof.

14. Action

Every action or proceeding against the Insurers for the recovery of a claim under or by virtue of this contract is absolutely barred unless commenced within one year next after the **Loss** or damage occurs.

15. Notice

Any written notice to the Insurers may be delivered at, or sent by registered mail to, the chief agency or head office of the Insurers in the Province. Written notice may be given to the Insured named in the contract by letter personally delivered to the Insured or by registered mail addressed to the Insured at the Insured's latest post office address as notified to the Insurers. In this condition, the expression 'registered' means registered in or outside Canada.

MARSH CANADA LTD		
CONTRACT NUMBER B0509FINSF1800183		Page 21 of 25

FOREIGN ACCOUNT TAX COMPLIANCE ACT ('FATCA')

Each (Re)Insurer hereby acknowledges the requirements of Sections 1471-1474 US Internal Revenue Code of 1986, as amended, and the Treasury regulations and other guidance issued from time to time thereunder ('FATCA') and the obligation of each of them to provide to Marsh Ltd a valid Internal Revenue Service ('IRS') Form W8-BEN-E, W-9 or other documentation meeting the requirements of the FATCA regulations to establish they are not subject to any withholding requirement pursuant to FATCA (the 'Required Documentation').

Furthermore:

- a) If a (Re)Insurer becomes non-compliant with FATCA during the contract period or has not provided the Broker with the Required Documentation 14 days prior to any premium due date, the Withholding Agent (as defined in U.S. Treasury Regulation Section 1.1471-1(b)(147)) shall withhold 30% of the premium (to the extent all or a portion of that premium is subject to withholding pursuant to FATCA) due to that (Re)Insurer under this contract on that premium due date and shall promptly notify that (Re)Insurer via the Broker.
- b) The withholding of premium by virtue of (a) above shall not be, and shall not be treated by the (Re)Insurer as a breach of any premium payment condition, warranty or other clause whether or not entitling the (Re)Insurer to cancel, terminate or restrict this contract, refuse, restrict or delay payment of any claim or invoke any interest, penalty or other late payment provision. The (Re)Insurer shall be liable under this contract as if no such withholding had been made.
- c) The (Re)Insurer shall not recoup sums withheld under (a) above by deducting equivalent sums from any payments due to the (Re)Insured or by set off against any other sums owed by the (Re)Insurer and any general or contractual right of set-off enjoyed by the (Re)Insurer is hereby varied and qualified to that extent.
- d) Where premium is withheld in error, has not yet been paid to the IRS and the (Re)Insurer has been paid only the net premium following such withholding, the broker will cooperate with the (Re)insurer to process the requisite refund.

IUA 09-054 (FATCA)

SECURITY DETAILS

**(RE)INSURER'S
LIABILITY:****LMA3333****(Re)insurer's liability several not joint**

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning 'signing' below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is 'signing' (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its 'written line'.

Where this contract permits, written lines, or certain written lines, may be adjusted ('signed'). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a 'signed line'. The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to 'this contract' in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

ORDER HEREON: 100% of 100%

**BASIS OF WRITTEN
LINES:**

Percentage of Order

**SIGNING
PROVISIONS:**

In the event that the written lines hereon exceed 100% of the order, any lines written 'To Stand' will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the (Re)Insurers.

However:

- a) in the event that the placement of the order is not completed by the commencement date of the period of (Re)Insurance then all lines written by that date will be signed in full;
- b) the (Re)Insured may elect for the disproportionate signing of (Re)Insurers' lines, without further specific agreement of (Re)Insurers, providing that any such variation is made prior to the commencement date of the period of (Re)Insurance, and that lines written 'To Stand' may not be varied without the documented agreement of those (Re)Insurers;
- c) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of (Re)Insurance, by the documented agreement of the (Re)Insured and all (Re)Insurers whose lines are to be varied. The variation to the contracts will take effect only when all such (Re)Insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.

MARSH CANADA LTD		
CONTRACT NUMBER B0509FINSF1800183		Page 24 of 25

In relation to the WRITTEN LINES below:

In a co-insurance placement, following (re)insurers may, but are not obliged to, follow the premium charged by the leading (re)insurer.

(Re)insurers may not seek to guarantee for themselves terms as favourable as those which others subsequently achieve during the placement.

(Re)insurers confirm and agree that where NCAD (Notice of Cancellation at Anniversary Date) is embedded in their stamp/line this is deemed to read and mean NCED (Notice of Cancellation at Expiry Date). This does not affect the right of the (Re)insurer to issue a Notice of Cancellation in accordance with the contract terms.

WRITTEN LINES:

As shown below and, where placed electronically either wholly or in part via Placing Platform Limited (PPL), in the PPL SECURITY DETAILS.

Section One: All risks

B0509FINSV1800001
FL306/2018 Aegis General Specie Lineslip
Risks attaching during the period 18/02/2018 to 17/02/2019
FA
Limits: up to USD 185,500,000 or equivalent
Agreement Parties for each insurance bound: AES1225
Hereon 100% To Stand

WRITTEN AMOUNT	UNDERWRITER	SIGNED LINE	REFERENCE
40,000,000	1225AES	21.5633%	18N30148AAGS
35,000,000	1274AUL	18.8679%	302988500018
25,500,000	0382HDU	13.7466%	V910MA6590CX
20,000,000	1084CSL	10.7817%	17784618AA
15,000,000	1884TSS	8.0863%	AA5182A18SAA
17,500,000	4020ARK	9.4340%	60418MA00822
10,000,000	2121ARG	5.3908%	H26095HA118X
7,500,000	Apollo Consortium 9975	4.0431%	18MS53815801
15,000,000	0609AUW	8.0863%	GS0HPPQ18ALX
		100.0000%	

Bulked lineslip
UNIQUE MARKET REFERENCE: B0509FINSV1800001

Associated to LPSO FDO signing number and date
61913*06/03/2018

Establishing the Year of Account for declaration and related entries
Market Suspense Code FINSV1800001 – Section 008

WRITTEN LINES:

As shown below and, where placed electronically either wholly or in part via Placing Platform Limited (PPL), in the PPL SECURITY DETAILS.

Section two: Terrorist Acts:

B0509FINSV1800001
FL306/2018 Aegis General Specie Lineslip

Risks attaching during the period 18/02/2018 to 17/02/2019

TO

Limits: up to USD 185,500,000 or equivalent

Agreement Parties for each insurance bound: AES1225 & ARG2121

Hereon 100% To Stand

WRITTEN AMOUNT	UNDERWRITER	SIGNED LINE	REFERENCE
40,000,000	1225AES	21.5633%	18N30148AAGS
35,000,000	1274AUL	18.8679%	302988500018
25,500,000	0382HDU	13.7466%	V910MA6590CX
20,000,000	1084CSL	10.7817%	17784618AA
15,000,000	1884TSS	8.0863%	AA5182A18SAA
17,500,000	4020ARK	9.4340%	60418MA00822
10,000,000	2121ARG	5.3908%	P26824YA118X
7,500,000	Apollo Consortium 9975	4.0431%	18MS53815801
15,000,000	0609AUW	8.0863%	GS0HPPQ18ALX
		100.0000%	

Bulked lineslip

UNIQUE MARKET REFERENCE: B0509FINSV1800001

Associated to LPSO FDO signing number and date
61183*24/10/2018

Establishing the Year of Account for declaration and related entries
Market Suspense Code FINSV1800001 – Section 017