

THE SCHEDULE

Policy Number: «Policy_»

Assured: «Name»

Address: «Address»
«City», «State» «Zip»

Period: From: «Effective_Date»
To: «Expiration_Date»
both days at 12:01 a.m. Standard Time at the above address

Interest: «Coverage_Type»

Limit of Liability: «Aggregate_Limit» each and every loss and in the annual
aggregate

Underlying Limits: «Per_Claim_Limit» each and every loss and in the annual
aggregate

Underlying insurances: Primary Policy Number: «Endorsement_Names»
Company: Certain Underwriters at Lloyd's, London - 100%
Limit: «Per_Claim_Limit»
Deductible: «DeductibleRetention»
Policy Period: «Effective_Date» to «Expiration_Date»

First Excess Policy Number:
Company: 100% Underwriters at Lloyd's, London
Limit: \$
Deductible: \$
Policy Period: to

Second Excess Policy Number:
Company:
Limit: \$
Deductible: \$
Policy Period:

Premium: «Result_Premium_»

**EXCESS BOND
(AGGREGATE COSTS INCLUSIVE)**

To indemnify the Assured for claim or claims first made against the Assured during the Period of Insurance hereon up to this Policy's amount of liability (as hereinafter specified) in the aggregate, the excess of the Underlying Certificate(s) limits (as hereinafter specified) in the aggregate, the latter amount being the subject of Bond Certificate(s) (as hereinafter specified) or any Certificate(s) issued in substitution or renewal thereof for the same amount effected by the Assured and hereinafter referred to as "the Underlying Certificate(s)".

This Policy's amount of liability: «Aggregate_Limit» each and every loss and in the annual aggregate

Underlying Certificate(s) limits: «Per_Claim_Limit» each and every loss and in the annual aggregate

Underlying Certificate(s) Number(s):
Primary Policy Number: «Endorsement_Names»

1. Liability to pay under this Policy shall not attach unless and until the Underwriters of the Underlying Certificate(s) shall have paid or have admitted liability or have been held liable to pay, the full amount of their indemnity inclusive of costs and expenses.
2. It is a condition of this Policy that the Underlying Certificate(s) shall be maintained in full effect during the currency of this Policy except for any reduction of the aggregate limits contained therein solely by payment of claims or of legal costs and expenses incurred in defence or settlement of such claims.
3. If by reason of the payment of any claim or claims or legal costs and expenses by the Underwriters of the Underlying Certificate(s) during the period of this Insurance, the amount of indemnity provided by such Underlying Certificate(s) is:
 - (a) Partially reduced, then this Policy shall apply in excess of the reduced amount of the Underlying Certificate(s) for the remainder of the Period of Insurance;
 - (b) Totally exhausted, then this Policy shall continue in force as Underlying Policy until expiry hereof.

4. In the event of a claim arising to which the Underwriters hereon may be liable to contribute, no costs shall be incurred on their behalf without their consent being first obtained (such consent not to be unreasonably withheld). No settlement of a claim shall be effected by the Assured for such a sum as will involve this Policy without the consent of Underwriters hereon.
5. Any claim(s) made against the Assured or the discovery by the Assured of any loss(es) or any circumstances of which the Assured becomes aware during the subsistence hereof which are likely to give rise to such a claim or loss, shall, if it appears likely that such claim(s) plus costs and expenses incurred in the defence or settlement of such claim(s) or loss(es) may exceed the indemnity available under the Certificate(s) of the Primary and Underlying Excess Insurers, be notified immediately by the Assured in writing to the Underwriters hereon.
6. All recoveries or payments recovered or received subsequent to a loss settlement under this Policy shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Assured and the Underwriters provided always that nothing in this Policy shall be construed to mean that loss settlements under this Policy are not payable until the Assured's ultimate net loss has been finally ascertained.
7. Except as otherwise provided herein this Policy is subject to the same terms, exclusions, conditions and definitions as the Certificate of the Primary Insurers. No amendment to the Certificate of the Primary Insurers during the period of this Policy in respect of which the Primary Insurers require an additional premium or a deductible shall be effective in extending the scope of this Policy until agreed in writing by the Underwriters.
8. If the Assured shall prefer any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claims hereunder shall be forfeited.
9. This Policy does not cover any loss sustained prior to «Retrodate» or any loss involving any act, error, accidental omission, transaction, occurrence, wrongful conduct, casualty or event which occurred or commenced prior to «Retrodate».

SECURITY ENDORSEMENT

To be attached to and form part of Bond Number: «**Policy_**»

In favor of: «**Name**»

100.00% **Lloyd's of London. Syndicate breakdown as follows:**

The effective date of this endorsement is «Effective_Date».

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Lloyd's Security 2017

B1XS SEC 1

SMALL ADDITIONAL OR RETURN PREMIUMS CLAUSE (U.S.A.)

To be attached to and form part of Bond Number: «**Policy_**»

In favor of: «**Name**»

NOTWITHSTANDING anything to the contrary contained herein and in consideration of the premium for which this Insurance is written, it is understood and agreed that whenever an additional or return premium of \$2 or less becomes due from or to the Assured on account of the adjustment of a deposit premium, or of an alteration in coverage or rate during the term or for any other reason, the collection of such premium from the Assured will be waived or the return of such premium to the Assured will not be made, as the case may be.

The effective Date of this endorsement is: «**Effective_Date**».

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

B2 NMA1168

B.E.J. & H. DISCOVERY LIMITATION CLAUSE (1)

To be attached to and form part of Bond Number: «**Policy_**»

In favor of: «**Name**»

In consideration of the premium charged for this Bond to which this Endorsement is attached, it is understood and agreed that said Bond shall be, and the same is hereby, amended as follows:

There shall be no liability in respect of any claim -

- (a) arising out of or in connection with any circumstances or occurrences which have been notified to the Insurer on any other policy of insurance effected prior to the inception of this bond;
- (b) arising out of or in connection with any circumstances or occurrences known to the Assured prior to the inception hereof, nor disclosed to Underwriters at Inception.

The effective Date of this endorsement is: «**Effective_Date**».

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

(RAGJ WORDING)

B6 DLC

SEVERAL LIABILITY NOTICE

To be attached to and form part of Bond Number: «**Policy_**»

In favor of: «**Name**»

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

The effective Date of this endorsement is: «**Effective_Date**».

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

B7 LSW 1001 (Insurance)

CLAIM NOTIFICATION CLAUSE (U.S.A.)

(Approved by Lloyd's Underwriters' Non-Marine Association)

To be attached to and form part of Bond Number: «**Policy_**»

In favor of: «**Name**»

The Assured upon knowledge of any occurrence likely to give rise to a claim hereunder shall give immediate advice thereof to the Underwriters through

Gordon & Rees, LLP
Attn: Randall Marmor
One North Franklin, Suite 800
Chicago, IL 60606

to assess the loss on behalf of Underwriters.

The effective Date of this endorsement is: «**Effective_Date**».

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

14/12/44

B8 N.M.A. 358

WAR AND TERRORISM EXCLUSION ENDORSEMENT

To be attached to and form part of Bond Number: «Policy_»

In favor of: «Name»

1. Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
 - 1.1 war, invasion, acts of foreign enemies, hostilities, or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
 - 1.2 any act of terrorism.
2. For the purpose of this endorsement an act of terrorism 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 organization(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.
3. This endorsement also excludes loss, damage, costs or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1.) and/or (2.) above.
4. If the Underwriters allege that by any reason of this exclusion, any loss, damage, cost and expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.
5. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

The effective Date of this endorsement is: «Effective_Date».

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

08/10/2001

B9 NMA2918

**U.S. Terrorism Risk Insurance Act of 2002 as amended
Not Purchased Clause**

To be attached to and form part of Bond Number: «**Policy_**»

In favor of: «**Name**»

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

The effective Date of this endorsement is: «**Effective_Date**».

LMA5219
12 January 2015

B10

APPLICABLE LAW (U.S.A.)

To be attached to and form part of Bond Number: «**Policy_**»

In favor of: «**Name**»

This Insurance shall be subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of the Service of Suit Clause (U.S.A.)

The effective Date of this endorsement is: «**Effective_Date**».

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

14/09/2005

Form approved by Lloyd's Market Association

B13 LMA5021

NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) (U.S.A.)

To be attached to and form part of Bond Number: «**Policy_**»

In favor of: «**Name**»

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This Bond* does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
 - (a) with respect to which an insured under the Bond is also an insured under a nuclear energy liability bond issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such bond but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Bond 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.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction 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 (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include 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 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 (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "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. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Bond to which it is attached. * NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

The effective Date of this endorsement is: «Effective_Date».

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

17/3/60

B14 NMA1256

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE-LIABILITY-DIRECT (U.S.A.)

To be attached to and form part of Bond Number: «**Policy_**»

In favor of: «**Name**»

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause-Liability-Direct) to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Bond does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

The effective Date of this endorsement is: «**Effective_Date**».

13/2/64

B94 NMA1477

NEW SHORT RATE CANCELLATION TABLE ENDORSEMENT (U.S.A.)

Notwithstanding anything to the contrary contained herein and in consideration of the premium for which this Insurance is written it is agreed that in the event of cancellation thereof by the Assured the Earned Premium shall be computed as follows:-

SHORT RATE CANCELLATION TABLE

A. For insurances written for one year:-

Days Insurance in Force	Per cent. of One Year Premium	Days Insurance in Force	Per cent. of One Year Premium
1	5	154 - 156	53
2	6	157 - 160	54
3 -- 4	7	161 - 164	55
5 -- 6	8	165 - 167	56
7 -- 8	9	168 - 171	57
9 - 10	10	172 - 175	58
11 - 12	11	176 - 178	59
13 - 14	12	179 - 182 (6 months)	60
15 - 16	13	183 - 187	61
17 - 18	14	188 - 191	62
19 - 20	15	192 - 196	63
21 - 22	16	197 - 200	64
23 - 25	17	201 - 205	65
26 - 29	18	206 - 209	66
30 - 32 (1 month)	19	210 - 214 (7 months)	67
33 - 36	20	215 - 218	68
37 - 40	21	219 - 223	69
41 - 43	22	224 - 228	70
44 - 47	23	229 - 232	71
48 - 51	24	233 - 237	72
52 - 54	25	238 - 241	73
55 - 58	26	242 - 246 (8 months)	74
59 - 62 (2 months)	27	247 - 250	75
63 - 65	28	251 - 255	76
66 - 69	29	256 - 260	77
70 - 73	30	261 - 264	78
74 - 76	31	265 - 269	79
77 - 80	32	270 - 273 (9 months)	80
81 - 83	33	274 - 278	81
84 - 87	34	279 - 282	82
88 - 91 (3 months)	35	283 - 287	83
92 - 94	36	288 - 291	84
95 - 98	37	292 - 296	85
99 - 102	38	297 - 301	86
103 - 105	39	302 - 305 (10 months)	87
106 - 109	40	306 - 310	88
110 - 113	41	311 - 314	89
114 - 116	42	315 - 319	90

117 – 120	43	320 - 323	91
121 - 124 (4 months)	44	324 - 328	92
125 - 127	45	329 - 332	93
128 - 131	46	333 - 337 (11 months)	94
132 - 135	47	338 - 342	95
136 - 138	48	343 - 346	96
139 - 142	49	347 - 351	97
143 - 146	50	352 - 355	98
147 - 149	51	356 - 360	99
150 - 153 (5 months)	52	361 - 365 (12 months)	100

B. For Insurances written for more or less than one year:-

1. If insurance has been in force for 12 months or less, apply the standard short rate table for annual insurances to the full annual premium determined as for an insurance written for a term of one year.
2. If insurance has been in force for more than 12 months:
 - (a) Determine full annual premium as for an insurance written for a term of one year.
 - (b) Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata Earned Premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the insurance was originally written.
 - (c) Add premium produced in accordance with items (a) and (b) to obtain Earned Premium during full period insurance has been in force.

FRAUDULENT CLAIM CLAUSE

To be attached to and form part of Bond Number: «**Policy_**»

In favor of: «**Name**»

If the (re)insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this contract shall become void and all claim hereunder shall be forfeited.

The effective Date of this endorsement is: «**Effective_Date**».

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

LMA 5062

04/06/2006

Form approved by Lloyd's Market Association

(RE)INSURERS LIABILITY CLAUSE

To be attached to and form part of Bond Number: «Policy_»

In favor of: «Name»

(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.

The effective Date of this endorsement is: «Effective_Date».

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

21/6/07
LMA3333