

Renewing or in lieu of: EUT NO 91 55 24 7

ACE American Insurance Company
 36 Walnut Street
 Philadelphia, PA 19106

POLICY NO: EUT NO 91 64 65 0

ACE USA PROPERTY	DECLARATIONS
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Commission: 0% Service Office: Dallas, Texas

Insured: City of Gainesville, Florida and Gainesville Regional Utilities
Producer: Marsh USA, Inc.

Address: Mail Station 60
 P.O. Box 490
 Gainesville, FL 32602-0490
Address: 3560 Lenox Road
 Suite 2400
 Atlanta, GA 30326

Policy Period: From 10/01/2014 at 12:01 A.M., to 10/01/2015 at 12:01 A.M. Standard Time at place of issuance.

To the extent that coverage in this policy replaces coverage in other policies terminating at noon standard time on the inception date of this policy, coverage under this policy shall not become effective until such other coverage has terminated.

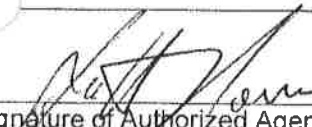
The insurance afforded is only with respect to the specific part and coverages therein, the full title of which is set forth below the caption "Form."

PERILS INSURED	COVERAGE PROVIDED	FORM	LIMIT OF LIABILITY	PREMIUM (Gross Annual)
AS PER FORMS AND ENDORSEMENTS ATTACHED	AS PER FORMS AND ENDORSEMENTS ATTACHED	AS PER FORMS AND ENDORSEMENTS ATTACHED	\$43,750,000 any one occurrence being 12.5% part of \$350,000,000 any one occurrence, except as otherwise sublimited, all excess of various deductibles.	\$193,281.00
			CERTIFIED TERRORISM	\$0.00
			NON-CERTIFIED TERRORISM	\$0.00
AGENT: STARR TECHNICAL RISKS AGENCY, INC.			TOTAL	\$193,281.00

Endorsements attached to policy at inception: Common Policy Conditions (IL00171198)"1 pg", Commercial Property Conditions (CP00900788)"2 pgs", OFAC Advisory Notice to Policyholders (ILP0010104)"1 pg", See Schedule of Forms and Endorsements attached.

Surcharges at inception:

Florida Citizens Property Emergency Assessment	\$1,932.81		
Florida Hurricane Catastrophe Fund Assessment	\$2,512.70		
Florida State Property Surcharge	\$4.00		
TOTAL SURCHARGES			\$4,449.51


 Signature of Authorized Agent

Located at Dallas, Texas

11/4/2014

This Declaration and Form(s), with Policy Standard Conditions and Endorsements, if any, issued to form a part thereof, completes the above numbered policy.

PARTICIPATION CLAUSE:

This policy covers for 12.5% interest in this insurance, and this company shall not be liable for more than 12.5% of the limit of liability, sublimits of liability, and any other limits of insurance, or any aggregate limits contained within the form attached to this policy or contained in any endorsement attached to this policy.

COMMON POLICY CONDITIONS

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

A. Cancellation

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

B. Changes

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

C. Examination Of Your Books And Records

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

D. Inspections And Surveys

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

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

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

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

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

E. Premiums

The first Named Insured shown in the Declarations:

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

F. Transfer Of Your Rights And Duties Under This Policy

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

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

COMMERCIAL PROPERTY

COMMERCIAL PROPERTY CONDITIONS

This Coverage Part is subject to the following conditions, the Common Policy Conditions and applicable Loss Conditions and Additional Conditions in Commercial Property Coverage Forms.

A. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Part is void in any case of fraud by you as it relates to this Coverage Part at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. CONTROL OF PROPERTY

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

D. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

E. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

F. NO BENEFIT TO BAILEE

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

G. OTHER INSURANCE

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

H. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Part:

1. We cover loss or damage commencing:
 - a. During the policy period shown in the Declarations; and
 - b. Within the coverage territory.
2. The coverage territory is:
 - a. The United States of America (including its territories and possessions);
 - b. Puerto Rico; and
 - c. Canada.

I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property or Covered Income.
2. After a loss to your Covered Property or Covered Income only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance;
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you; or
 - c. Your tenant.

This will not restrict your insurance.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

SCHEDULE OF FORMS AND ENDORSEMENTS
For
CITY OF GAINESVILLE, FLORIDA AND GAINESVILLE REGIONAL UTILITIES
(EUT N0 91 64 65 0)

End/Form No.	Name	Pages
ST-1	ASBESTOS EXCLUSION ENDORSEMENT	1
ST-2	AUTHORITIES ENDORSEMENT	1
ST-3	BIOLOGICAL OR NUCLEAR EXCLUSION ENDORSEMENT	1
ST-4	BRIDGE WORDING ENDORSEMENT	1
ST-5	CERTIFICATES OF INSURANCE	1
ST-6	COMBINED PROPERTY/BOILER & MACHINERY MILLENNIUM ENDORSEMENT	1
ST-7	ELECTRICAL APPARATUS CLAUSE ENDORSEMENT	1
ST-8	MOLD EXCLUSION ENDORSEMENT	1
ST-9	TRADE OR ECONOMIC SANCTIONS ENDORSEMENT	1
ST-10	TRANSMISSION AND DISTRIBUTION LINES AMENDATORY ENDORSEMENT	1
ST-11	GENERAL CHANGE ENDORSEMENT	3
ST-12	SCHEDULE OF LOCATIONS ENDORSEMENT	11
T-13	CANCELLATION ENDORSEMENT	1
	SIGNATURES PAGE	1
	STARR TECHNICAL RISKS AGENCY, INC. – IMPORTANT NOTICE (LOSS REPORTING NOTICE)	1
ALL-5X45 (11/96)	QUESTIONS ABOUT YOUR INSURANCE?	1
	PARTICIPATION PAGE	1 of 58
	ENDORSEMENT LIST	2 of 58
	DECLARATIONS	3,4 & 5 of 58
	ALL RISK POLICY AND ENDORSEMENTS	6-58

Named Insured City of Gainesville, Florida and Gainesville Regional Utilities	Endorsement Number ST-1
Policy Period October 1, 2014 to October 1, 2015	Effective Date of Endorsement October 1, 2014
Issued By ACE American Insurance Company	

ASBESTOS EXCLUSION ENDORSEMENT

This Policy does not insure against:

- (1) asbestos material removal, unless the asbestos itself is damaged by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm or hail, vandalism, malicious mischief, leakage or accidental discharge from automatic fire protective systems;
- (2) demolition or increased cost of reconstruction, repair, debris removal or loss of use of necessitated by the enforcement of any law or ordinance regulating asbestos material; or
- (3) any governmental direction or request declaring that asbestos material present in or part of or utilized on any undamaged portion of the Insured's property can no longer be used for the purpose for which it was intended or installed and must be removed or modified.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement applies only as respects the insurable interest of ACE American Insurance Company.

Named Insured City of Gainesville, Florida and Gainesville Regional Utilities	Endorsement Number ST-2
Policy Period October 1, 2014 to October 1, 2015	Effective Date of Endorsement October 1, 2014
Issued By ACE American Insurance Company	

AUTHORITIES ENDORSEMENT

It is hereby understood and agreed that with respect to the property section only:

Except as specifically stated in this policy or endorsement attached thereto, the company shall not be liable for loss, damage, costs, expenses, fines, or penalties incurred, sustained by or imposed on the Insured at the order of any Government Agency, Court, or other Authority arising from any cause whatsoever.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement applies only as respects the insurable interest of ACE American Insurance Company.

Named Insured City of Gainesville, Florida and Gainesville Regional Utilities	Endorsement Number ST-3
Policy Period October 1, 2014 to October 1, 2015	Effective Date of Endorsement October 1, 2014
Issued By ACE American Insurance Company	

BIOLOGICAL OR NUCLEAR EXCLUSION ENDORSEMENT

This policy does not insure against any loss, damage, cost or expense caused by or resulting from any of the following, regardless of any other cause or event contributing concurrently or in any sequence thereto:

1. The unlawful possession, use, release, discharge, dispersal or disposal of any bacteriological, viral, radioactive or similar agents or matter regardless of who is responsible for the act and whether war has been declared or not, and regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. The unlawful possession, use, release, discharge, detonation, dispersal or disposal of any device or material capable of producing a nuclear reaction or the spread of radioactivity, regardless of who is responsible for the act and whether war has been declared or not, and regardless of any other cause or event contributing concurrently or in any other sequence thereto.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement applies only as respects the insurable interest of ACE American Insurance Company.

Named Insured City of Gainesville, Florida and Gainesville Regional Utilities	Endorsement Number ST-4
Policy Period October 1, 2014 to October 1, 2015	Effective Date of Endorsement October 1, 2014
Issued By ACE American Insurance Company	

BRIDGE WORDING ENDORSEMENT

Whenever used in this Policy, the terms, "we", "our", "you", and "your" are hereby changed to "the Company", "the Company's", "the Insured", and "the Insureds".

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement applies only as respects the insurable interest of ACE American Insurance Company.

Named Insured City of Gainesville, Florida and Gainesville Regional Utilities	Endorsement Number ST-5
Policy Period October 1, 2014 to October 1, 2015	Effective Date of Endorsement October 1, 2014
Issued By ACE American Insurance Company	

CERTIFICATES OF INSURANCE

Any Certificate of Insurance issued in connection with this policy shall be issued solely as a matter of convenience or information for the addressee(s) or holder(s) of said Certificate of Insurance. The terms and conditions of this policy and the retained liability of the Insurer are not increased nor are they altered by any Certificate of Insurance.

ACE hereby authorizes the producer to issue Certificates of Insurance as required by the business needs of their policyholder clients. The producer is required to follow applicable state laws and regulations concerning certificates and the disclaimer language required on certificates. Unless state requirements are more stringent, we approve the use of unmodified ACORD Certificates only. It is the responsibility of the producer to see that any Certificate provides an accurate representation of the coverage form and endorsements applicable to the policy at the time the Certificate is issued.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement applies only as respects the insurable interest of ACE American Insurance Company.

Named Insured City of Gainesville, Florida and Gainesville Regional Utilities	Endorsement Number ST-6
Policy Period October 1, 2014 to October 1, 2015	Effective Date of Endorsement October 1, 2014
Issued By ACE American Insurance Company	

**COMBINED PROPERTY/BOILER & MACHINERY
MILLENNIUM ENDORSEMENT**

The policy is hereby amended as follows:

- A. The Insurer will not pay for Damage or Consequential Loss directly or indirectly caused by, consisting of, or arising from, the failure of any computer, data processing equipment or media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the insured or not, and whether occurring before, during or after the year 2000 that results from the inability to:
1. correctly recognize any date as its true calendar date;
 2. capture, save, or retain and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than as its true calendar date; and/or
 3. capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
- B. It is further understood that the Insurer will not pay for the repair or modification of any part of an electronic data processing system or its related equipment, to correct deficiencies or features of logic or operation.
- C. It is further understood that the Insurer will not pay for Damage or Consequential Loss arising from the failure, inadequacy, or malfunction of any advice, consultation, design, evaluation, inspection installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in A. above.

Such damage or Consequential Loss described in A, B, or C above, is excluded regardless of any other cause that contributed concurrently or in any other sequence.

This endorsement shall not exclude subsequent Damage or Consequential Loss, not otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean: fire, lightning, explosion aircraft or vehicle impact, falling objects, windstorm, hail, tornado, hurricane, cyclone, riot, strike, civil commotion, vandalism, malicious mischief, earthquake, volcano, tsunami, freeze or weight of snow, sudden and accidental breakdown of an object, including mechanical and electrical breakdown.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement applies only as respects the insurable interest of ACE American Insurance Company.

Named Insured City of Gainesville, Florida and Gainesville Regional Utilities	Endorsement Number ST-7
Policy Period October 1, 2014 to October 1, 2015	Effective Date of Endorsement October 1, 2014
Issued By ACE American Insurance Company	

ELECTRICAL APPARATUS CLAUSE ENDORSEMENT

Electrical breakdown of any electrical machine or electrical apparatus while said equipment is undergoing an insulation breakdown test is excluded, all unless loss by a peril otherwise insured against hereunder ensues, and then the company shall be liable only for such ensuing loss.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement applies only as respects the insurable interest of ACE American Insurance Company

Named Insured City of Gainesville, Florida and Gainesville Regional Utilities	Endorsement Number ST-8
Policy Period October 1, 2014 to October 1, 2015	Effective Date of Endorsement October 1, 2014
Issued By ACE American Insurance Company	

MOLD EXCLUSION ENDORSEMENT

This policy does not insure any loss, damage or expense consisting of, caused by, contributed to, or aggravated by mold, moss, mildew, fungi, spores, bacterial infestation or any similar organism, wet or dry rot and extremes of temperature or humidity, whether directly or indirectly the result of a covered peril. This includes, but is not limited to, the cost for investigation, testing, remediation services, extra expense or business interruption. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

If loss otherwise covered by this policy occurs and the cost of removal of debris is increased due to the presence of rust, mold, moss, fungus, bacterial infestation, wet or dry rot and extremes of temperature or humidity, this policy will only be liable for the costs of debris removal which would have been incurred had no such factors been present in, on, or about the covered property to be removed.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement applies only as respects the insurable interest of ACE American Insurance Company.

Named Insured City of Gainesville, Florida and Gainesville Regional Utilities	Endorsement Number ST-9
Policy Period October 1, 2014 to October 1, 2015	Effective Date of Endorsement October 1, 2014
Issued By ACE American Insurance Company	

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

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

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement applies only as respects the insurable interest of ACE American Insurance Company.

Named Insured City of Gainesville, Florida and Gainesville Regional Utilities	Endorsement Number ST-10
Policy Period October 1, 2014 to October 1, 2015	Effective Date of Endorsement October 1, 2014
Issued By ACE American Insurance Company	

TRANSMISSION AND DISTRIBUTION LINES AMENDATORY ENDORSEMENT

It is hereby understood and agreed that page 7 of 58, Paragraph C. Property Insured, number 6 is amended to read:

“electrical transmission and distribution lines, line transformers, towers and poles, cables, pipes and pipelines and equipment and apparatus connected therewith, while situated onsite or within 1000 feet of any insured locations listed in the Schedule of Locations – Endorsement ST-12”.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement applies only as respects the insurable interest of ACE American Insurance Company.

Named Insured City of Gainesville, Florida and Gainesville Regional Utilities	Endorsement Number ST-11
Policy Period October 1, 2014 to October 1, 2015	Effective Date of Endorsement October 1, 2014
Issued By ACE American Insurance Company	

GENERAL CHANGE ENDORSEMENT

A) B & M SECTION DEFINITIONS ADDED:

It is understood and agreed that the following definitions are added to the "BOILER AND MACHINERY DEFINITION" Endorsement # 3.

Ammonia Contamination Coverage

The Company's liability for loss, including salvage expense, with respect to damage by ammonia contacting or permeating property under refrigeration or in process requiring refrigeration, resulting from any One Accident to one or more Objects shall not exceed the amount stated in the Declarations. This limit is part of and not in addition to the Limit of Liability.

Water Damage Coverage

The Company's liability for loss, including salvage expense, on property damaged by water, resulting from any One Accident shall not exceed the amount stated in the Declarations. This limit is part of and not in addition to the Limit of Liability.

Consequential Damage

This policy is extended to cover loss to property of the Insured and loss to property of others for which the Insured shall become legally obligated to pay when such loss is due to spoilage from lack of power, light, heat, steam, or refrigeration resulting solely from an Accident to an Object, subject to a limit of the amount stated in the Declarations. This limit is part of and not in addition to the Limit of Liability.

B) TERRORISM EXCLUSIONS ADDED:

It is understood and agreed that the attached TERRORISM EXCLUSIONS are added to the policy and replaces any other Terrorism exclusions in this policy;

Named Insured City of Gainesville, Florida and Gainesville Regional Utilities	Endorsement Number ST-11
Policy Period October 1, 2014 to October 1, 2015	Effective Date of Endorsement October 1, 2014
Issued By ACE American Insurance Company	

TERRORISM EXCLUSION
(FOR CERTIFIED ACTS OF TERRORISM UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED)

This Policy excludes loss, damage, cost or expense, arising directly or indirectly as a result of a "certified act of terrorism" as defined by Section 102(1) of the Terrorism Risk Insurance Act, as amended ("the Act"), and any revisions or amendments thereto, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For purposes of this endorsement and in compliance with the Act, "certified act of terrorism" shall mean an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the Act. The criteria contained in that Act for a "certified act of terrorism" include the following:

1. The act resulted in aggregate losses in excess of \$5 million; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

However, if an act of terrorism results in a fire and the direct physical loss or damage to property insured hereunder located in any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands and any territory or possession of the United States, that, either pursuant to the Standard Fire Policy or otherwise, prohibits exclusions for acts of terrorism that result in fire, this Company will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage to property insured hereunder and may be limited, in accordance with the Standard Fire Policy to the lesser of the actual cash value of the property at the time of the loss, or the amount which it would cost to repair or replace the property, without allowance for any increased cost of repair or replacement by reason of any ordinance or law, and without any compensation for business interruption, extra expense to continue business activities, or any other coverage for loss or damage other than direct physical loss or damage to the property insured hereunder.

With respect to fire resulting from any one or more acts of terrorism, this Company will not pay any amounts for which this Company is not responsible under the terms of the Act (including subsequent Congressional action pursuant to the Act) due to the application of Section 103 of the Act or any clause that results in a cap on our liability for payments for terrorism losses.

THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, COVERAGE MAY BE REDUCED.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Form #71330 (1/08)

Named Insured City of Gainesville, Florida and Gainesville Regional Utilities	Endorsement Number ST-11
Policy Period October 1, 2014 to October 1, 2015	Effective Date of Endorsement October 1, 2014
Issued By ACE American Insurance Company	

TOTAL TERRORISM EXCLUSION

This Endorsement only applies in the United States of America and its Territories and Possessions.

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, it is agreed that this Policy excludes loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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.

This endorsement also excludes loss, damage, cost, 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 any act of terrorism.

However, if an act of terrorism results in a fire and the direct physical loss or damage to property insured hereunder located in any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands and any territory or possession of the United States, that, either pursuant to the Standard Fire Policy or otherwise, prohibits exclusions for acts of terrorism that result in fire, this Company will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage to property insured hereunder and may be limited, in accordance with the Standard Fire Policy to the lesser of the actual cash value of the property at the time of the loss, or the amount which it would cost to repair or replace the property, without allowance for any increased cost of repair or replacement by reason of any ordinance or law, and without any compensation for business interruption, extra expense to continue business activities, or any other coverage for loss or damage other than direct physical loss or damage to the property insured hereunder.

With respect to fire resulting from any one or more "certified acts of terrorism" as defined under the Federal Terrorism Risk Insurance Act, as amended ("the Act"), this Company will not pay any amounts for which this Company is not responsible under the terms of the Act (including subsequent Congressional action pursuant to the Act) due to the application of Section 103 of the Act or any clause that results in a cap on our liability for payments for terrorism losses.

THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, COVERAGE MAY BE REDUCED.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement applies only as respects the insurable interest of ACE American Insurance Company.

Form #71331 (1/08)

Named Insured City of Gainesville, Florida and Gainesville Regional Utilities	Endorsement Number ST-12
Policy Period October 1, 2014 to October 1, 2015	Effective Date of Endorsement October 1, 2014
Issued By ACE American Insurance Company	

SCHEDULE OF LOCATIONS

1	A	200 E UNIVERSITY AV	GAINESVILLE	FL	32602	CITY HALL
2	A	222 E UNIVERSITY AVE	GAINESVILLE	FL	32601	MAINT/OLD LIABR
3	A	302 NW 6TH AVENUE	GAINESVILLE	FL	32801	THOMAS CTR A
4	A	306 NE 6TH AVENUE	GAINESVILLE	FL	32602	THOMAS COURT
5	A	721 NW 6TH STREET	GAINESVILLE	FL	32602	POLICE DEPT.
5	B	721 NW 6TH STREET	GAINESVILLE	FL	32602	STORAGE BLDG
5	C	721 NW 6TH STREET	GAINESVILLE	FL	32602	ANTENNA EQP.BLG
5	D	721 NW 6TH STREET	GAINESVILLE	FL	32602	VEH.SERV./KENNL
6	A	101 NE 35TH AVENUE	GAINESVILLE	FL	32602	NARCOTICS BLDG
7	A	427 S MAIN STREET	GAINESVILLE	FL	32602	FIRE STATION 1
7	B	427 S MAIN STREET	GAINESVILLE	FL	32602	ADMIN BLDT
8	A	2210 SW ARCHER RD	GAINESVILLE	FL	32602	GYM IN FIRE ST2
8	B	2210 SW ARCHER ROAD	GAINESVILLE	FL	32602	FIRE STATION 2
9	A	900 N.E WALDO RD	GAINESVILLE	FL	32602	FIRE STATION 3
9	B	900 N SR24	GAINESVILLE	FL	32602	TRAINING TWR.#3
10	A	10 SW 36TH STREET	GAINESVILLE	FL	32602	FIRE STATION 4
11	A	1244 NW 30TH AVENUE	GAINESVILLE	FL	32602	FIRE STATION 5
12	A	5601 NW 43RD STREET	GAINESVILLE	FL	32602	FIRE STATION 7
13	A	405 NW 39TH AVENUE	GAINESVILLE	FL	32602	PUB.WORKS ADMIN
13	B	405 NW 39TH AVENUE	GAINESVILLE	FL	32602	PREFAB.AUC.BLG1
13	C	405NW 39TH AVENUE	GAINESVILLE	FL	32602	PREFAB.AUC.BLG2
13	D	405 NW 39TH AVENUE	GAINESVILLE	FL	32602	PREFAB.AUC.BLG3
13	E	405 NW 39TH AVENUE	GAINESVILLE	FL	32602	TRAFFIC ENG
13		406 NW 39TH AVENUE	GAINESVILLE	FL	32603	
13	F	405 NW 43RD STREET	GAINESVILLE	FL	32602	FLEET GARAGE
13	G	405 NW 39TH AVENUE	GAINESVILLE	FL	32602	PUBLIC WORKS
13	H	405 NW 39TH AVENUE	GAINESVILLE	FL	32602	STREETS DIV
13	I	405 NW 39TH AVENUE	GAINESVILLE	FL	32802	PUBLIC WORKS
13	J	405 NW 39TH AVENUE	GAINESVILLE	FL	32802	HEAVY EQUIP BLD
13	K	405 NW 39TH AVENUE	GAINESVILLE	FL	32602	EQUIPMENT GARAG
13	L	405 NW 39TH AVENUE	GAINESVILLE	FL	32602	MECHANICAL SHOP
13	M	405 NW 39TH AVENUE	GAINESVILLE	FL	32602	NATURE DIVISION
13	N	405 NW 39TH AVENUE	GAINESVILLE	FL	32602	PUBLIC WORKS ST
13	O	405 NW 39TH AVENUE	GAINESVILLE	FL	32602	STORAGE BLDG
13	P	405 NW 39TH AVENUE	GAINESVILLE	FL	32602	PAINT & STORAGE
13	Q	405 NW 39TH AVENUE	GAINESVILLE	FL	32609	ICE MACHINE BLD
13	R	405 NW 39TH AVENUE	GAINESVILLE	FL	32809	MATRAL.STRG.BLG
13	S	405 NW 39TH AVENUE	GAINESVILLE	FL	32609	MAINTENACE.BLDG
13	T	405 NW 39TH AVENUE	GAINESVILLE	FL	32609	STORAGE BLDG.
13	U	405 NW 39TH AVENUE	GAINESVILLE	FL	32609	OIL CHANGE BLDG

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13	V	405 NW 39TH AVENUE	GAINESVILLE	FL	32609	OLD ENGRING.BLG
13	W	405 NW 39TH AVENUE	GAINESVILLE	FL	32609	PUBLIC WORKS ADMIN B
14	A	401 W 21ST AVENUE	GAINESVILLE	FL	32602	OFFICE-EVERGREN
14	B	401 SE 21ST AVENUE	GAINESVILLE	FL	32602	MAINTENANCE BLG
14	C	401 SE 21ST AVENUE	GAINESVILLE	FL	32602	PUMP HOUSE
14	D	401 SE 21ST AVENUE	GAINESVILLE	FL	32602	BOOSTER HOUSE
15	A	1700 NE 8TH AVENUE	GAINESVILLE	FL	32602	COMMUNITY CTR
16	A	321 NW 10TH STREET	GAINESVILLE	FL	32602	WILHEMINA J.CTR
16	B	321 NW 10TH STREET	GAINESVILLE	FL	32602	ACTIV STOR.BLDG
17	A	516 NE 2ND AVENUE	GAINESVILLE	FL	32602	RECREATION CTR
18	A	424-524 NW 1ST STREET	GAINESVILLE	FL	32602	ROSA CMY CTR
18	B	424-524 NW 1ST STREET	GAINESVILLE	FL	32602	MULTI-PURP.BLDG
19	A	1717 SE 15TH STREET	GAINESVILLE	FL	32602	MCPHERSON CTR
20	A	1001 NW 34TH STREET	GAINESVILLE	FL	32602	WESTSIDE RECCTR
20	B	1001 NW 34TH STREET	GAINESVILLE	FL	32602	RESTROOM/STRG
20	C	1001 NW 34TH STREET	GAINESVILLE	FL	32602	SHELTER
20	D	1001 NW 34TH STREET	GAINESVILLE	FL	32602	POOL/BATH HOUSE
21	A	3540 E UNIVERSITY AVE	GAINESVILLE	FL	32602	NATURE CENTER
21	B	3540 E UNIVERSITY AVE	GAINESVILLE	FL	32602	RESTROOMS A
21	C	3540 E UNIVERSITY AVE	GAINESVILLE	FL	32602	RESTROOMS B
21	D	3540 E UNIVERSITY AVE	GAINESVILLE	FL	32602	PIONEER CABIN
21	E	3540 E UNIVERSITY AVE	GAINESVILLE	FL	32602	LOG BARN
21	G	3540 E UNIVERSITY AVE	GAINESVILLE	FL	32602	INFO BOOTH
21	H	3540 E UNIVERSITY AVE	GAINESVILLE	FL	32602	OLD SCHOOLHOUSE
22	A	3540 E UNIVERSITY AVE	GAINESVILLE	FL	32602	STAFF OFFICE
23	A	400 NE 16TH AVENUE	GAINESVILLE	FL	32602	RESTRM./STORAGE
24	A	1000 N. WALDO ROAD	GAINESVILLE	FL	32602	DRESSING ROOM 1
24	B	1000 N. WALDO ROAD	GAINESVILLE	FL	32602	RESTROOM 1
24	C	1000 N. WALDO ROAD	GAINESVILLE	FL	32602	CONCESSIONS
24	D	1000 NW WALDO ROAD	GAINESVILLE	FL	32602	2 TICKET OFFICS
24	E	1000 NW WALDO ROAD	GAINESVILLE	FL	32602	RESTROOM #2
24	F	1000 NW WALDO ROAD	GAINESVILLE	FL	32602	DRESSING ROOM 2
25	A	200 BLK E UNIVERSITY	GAINESVILLE	FL	32602	COMMUNITY BLDG.
25	B	200 BLK E UNIVERSITY	GAINESVILLE	FL	32602	SHELTER
26	A	1024 NE 14TH STREET	GAINESVILLE	FL	32601	PCRA Admin
26	B	1024 NE 14TH STREET	GAINESVILLE	FL	32602	PCRA Admin
26	C	1024 NE 14TH STREET	GAINESVILLE	FL	32602	PCRA Admin
26	D	1028 NE 14TH STREET	GAINESVILLE	FL	32601	M.L.K CENTER
26	E	1100 NE 14TH STREET	GAINESVILLE	FL	32602	POOL/BATHHOUSE
26	F	1100 NE 14TH STREET	GAINESVILLE	FL	32602	STORAGE BLDG
26	G	1100 NE 14TH STREET	GAINESVILLE	FL	32602	Splash Pad
26	H	1100 NE 14TH STREET	GAINESVILLE	FL	32602	PAVILION
27	A	100 SE 10TH AVENUE	GAINESVILLE	FL	32602	ADMINISTRATION
27	B	100 SE 10TH AVENUE	GAINESVILLE	FL	32602	MAINTENANCE
27	C	100 SE 10TH AVENUE	GAINESVILLE	FL	32602	BUS WASH BLDG

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27	D	100 SE 10TH AVENUE	GAINESVILLE	FL	32602	MECHANICAL BLDG
28	A	99 SE 2ND PL	GAINESVILLE	FL	32602	HIPPODROME THEA
29	A	600 SW DEPOT AVENUE	GAINESVILLE	FL	32602	Tumblin Creek Park , CONCRETE SLAB
30	A	1717 SE 15TH STREET	GAINESVILLE	FL	32602	RESTROOMS
31	A	1900 NW 39TH AVENUE	GAINESVILLE	FL	32602	RESTROOMS
32	A	6224 NW 28TH TERRACE	GAINESVILLE	FL	32602	SHELTER
33	A	3650 S. MAIN ST	GAINESVILLE	FL	32602	BIVEN PARK-SHEL
33	B	3650 MAIN ST	GAINESVILLE	FL	32602	BIVEN RSTM/STG
33	C	3650 S. MAIN ST	GAINESVILLE	FL	32602	BIVEN P-PAVILLI
34	A	200 E. UNIVERSITY	GAINESVILLE	FL	32602	CLOCK TOWER
35	A	2300 BLK 25TH ST NW	GAINESVILLE	FL	32602	ELVTD WATER TNK
36	A	701 SE 4TH STREET	GAINESVILLE	FL	32602	BOOSTER STATION
37	A	1515 SE 1ST	GAINESVILLE	FL	32602	OPERATIONS CNTR
37	B	1515 SE 1ST	GAINESVILLE	FL	32602	GUARD HOUSE
37	C	1515 SE 1ST	GAINESVILLE	FL	32602	SLUDGE THICK BG
37	D	1515 SE 1ST	GAINESVILLE	FL	32602	CHLRN.STRG BLDG
37	E	1515 SE 1ST	GAINESVILLE	FL	32602	BUILDING C
37	F	1515 SE 1ST	GAINESVILLE	FL	32602	RTN.SLDGE PUMP
37	G	1515 SE 1ST	GAINESVILLE	FL	32602	LAB/ADMINST.BLG
38	A	200 SE 16TH AVENUE	GAINESVILLE	FL	32602	GRIT STATION
39	A	1900 SW 6 TERRACE	GAINESVILLE	FL	32602	18 LIFT STATION
40	A	3500 SW 24TH AVENUE	GAINESVILLE	FL	32607	26 LIFT STATION
41	A	200 SE 16TH AVENUE	GAINESVILLE	FL	32602	SEWAGE TREATMNT
42	A	600 SW 28TH STREET	GAINESVILLE	FL	32602	009 Lift Station
43	A	1700 BLK NW 13TH ST	GAINESVILLE	FL	32602	003 LIFT STATION
44	A	800 SW 40TH STREET	GAINESVILLE	FL	32602	8 LIFT STATION
45	A	600 SW 28TH STREET	GAINESVILLE	FL	32602	9 LIFT STATION
46	A	1900 NE 31ST AVENUE	GAINESVILLE	FL	32602	6 LIFT STATION
47	A	1700 SW 13TH STREET	GAINESVILLE	FL	32602	10 LIFT STATION
48	A	3400 SE 15TH ST	GAINESVILLE	FL	32602	BOULEWARE HISTO
49	A	2901 SW 35th PI	GAINESVILLE	FL	32602	35 LIFT STATION
50	A	3315 SW 2ND AVENUE	GAINESVILLE	FL	32607	1 LIFT STATION
51	A	3700 NW 13TH STREET	GAINESVILLE	FL	32609	99 Lift Station
52	A	3400 NE 39TH AVENUE	GAINESVILLE	FL	32609	41 LIFT STATION
53	A	3880 NE 39TH AVENUE	GAINESVILLE	FL	32609	06 LIFT STATION
54	A	3500 BLK NW 2 ST	GAINESVILLE	FL	32609	12 LIFT STATION
55	A	200 SW 43RD TERR	GAINESVILLE	FL	32602	13 LIFT STATION
56	A	200 SE 16TH AVENUE	GAINESVILLE	FL	32602	DIGESTER #1
57	A	2800 BLK OLD ARCHER	GAINESVILLE	FL	32608	58 LIFT STATION
58	A	1600 NW 2ND STREET	GAINESVILLE	FL	32609	46 LIFT STATION
58	B	4322 NW 53RD ST	GAINESVILLE	FL	32602	ELEC SYS CONT
59	A	5301 NE 15TH ST	GAINESVILLE	FL	32602	STORAGE/MURPHRE
60	A	5301 NE 15TH STREET	GAINESVILLE	FL	32601	CONTROL H.BLDG
61	A	5301 NE 15TH STREET	GAINESVILLE	FL	32602	WELL NO 1
62	A	5301 NE 15TH ST	GAINESVILLE	FL	32602	WELL NO 2

SCHEDULE OF LOCATIONS ENDORSEMENT

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62	B	5301 NE 15TH ST	GAINESVILLE	FL	32602	WELL NO 3
62	C	5301 NE 15TH ST	GAINESVILLE	FL	32602	WELL NO 4
62	D	5301 NE 15TH ST	GAINESVILLE	FL	32602	WELL NO 5
62	E	5301 NE 15TH STREET	GAINESVILLE	FL	32602	WELL NO 6
62	F	5301 NE 15TH ST	GAINESVILLE	FL	32602	WELL NO 7
62	G	5301 NE 15TH ST	GAINESVILLE	FL	32602	WELL NO 8
62	H	5301 NE 15TH ST	GAINESVILLE	FL	32602	WELL NO 9
62	I	5301 NE 15TH ST	GAINESVILLE	FL	32602	WELL NO 10
62	J	5301 NE 15TH ST	GAINESVILLE	FL	32602	WELL NO 11
62	K	5302 NE 15TH STREET	GAINESVILLE	FL	32602	WELL NO 12
62	L	5301 NE 15TH ST	GAINESVILLE	FL	32602	WELL NO 13
62	M	5301 NE 15TH ST	GAINESVILLE	FL	32602	WELL NO 14
62	N	5301 NE 15TH ST	GAINESVILLE	FL	32602	WELL NO 15
62	O	5301 NE 15TH ST	GAINESVILLE	FL	32602	WELL NO 16
63	A	555 SE 5TH AVE (REAR	GAINESVILLE	FL	32602	WATER PLT.ADMIN
63	B	555 SE 5TH AVENUE	GAINESVILLE	FL	32602	WAREHOUSE #1
63	C	555 SE 5TH AVENUE	GAINESVILLE	FL	32602	WAREHOUSE #2
63	D	555 SE 5TH AVENUE	GAINESVILLE	FL	32602	APPRTS.REP BLDG
63	E	555 SE 5TH AVENUE	GAINESVILLE	FL	32602	WATER DIST.BLG1
63	F	555 SE 5TH AVENUE	GAINESVILLE	FL	32602	WATER DIST BLDG2
63	G	555 SE 5TH AVENUE	GAINESVILLE	FL	32602	PCB STORAGE BLDG
64	A	3400 SE 15TH ST	GAINESVILLE	FL	32641	BOULWARE COTTAG
64	B	3400 SE 15TH ST	GAINESVILLE	FL	32641	BOULWARE PAVILL
64	A	3400 SE 15TH ST	GAINESVILLE	FL	32641	228 Lift Station 5
65	A	528 SE 5TH AVENUE	GAINESVILLE	FL	32602	WATER/WASTEWATE
66	A	528(R) SE 5TH AVE	GAINESVILLE	FL	32602	OFFICE/WAREHOUSE
67	A	8700 NW 27TH LANE	GAINESVILLE	FL	32602	175 LIFT STATIO
68	A	845 NW 68TH TERR	GAINESVILLE	FL	32602	22 LIFT STATION
69	A	1400 NE 16TH STREET	GAINESVILLE	FL	32601	24 LIFT STATION
70	A	6901 NEWBERRY ROAD	GAINESVILLE	FL	32605	27 LIFT STATION
71	A	738 NW 7TH AVE	GAINESVILLE	FL	32602	DWELLING
72	A	1106 NW 6TH PLACE	GAINESVILLE	FL	32602	DWELLING
73	A	1025 NW 6TH PLACE	GAINESVILLE	FL	32602	DWELLING
74	A	722 NW 7TH ST	GAINESVILLE	FL	32602	DWELLING A
74	B	722 NW 7TH AVE	GAINESVILLE	FL	32602	DWELLING B
75	A	707 NW 7TH AVE	GAINESVILLE	FL	32602	DWELLING
76	A	706 NW 7TH AVE	GAINESVILLE	FL	32602	DWELLING
77	A	1223 NE 14TH ST	GAINESVILLE	FL	32602	DWELLING
78	A	3500 SW 13th St.	GAINESVILLE	FL	32608	30 LIFT STATION
79	A	4600 SW 20TH TERRACE	GAINESVILLE	FL	32602	34 LIFT STATION
80	A	3000 SW 21ST TERR	GAINESVILLE	FL	32602	36 LIFT STATION
81	A	300 SE 26TH TERRACE	GAINESVILLE	FL	32641	37 LIFT STATION
82	A	2300 SE WILLINGTON	GAINESVILLE	FL	32641	40 LIFT STATION
83	A	1000 SE 5TH AVENUE	GAINESVILLE	FL	32602	42 LIFT STATION
84	A	2300 NE 12TH AVENUE	GAINESVILLE	FL	32609	44 LIFT STATION

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85	A	9800 NW 39 AVENUE	GAINESVILLE	FL	32602	53 LIFT STATION
86	A	2700 NW 31 AVENUE	GAINESVILLE	FL	32605	54 LIFT STATION
87	A	4899 NW 13TH AVENUE	GAINESVILLE	FL	32605	57 LIFT STATION
88	A	3600 NW 49TH AVENUE	GAINESVILLE	FL	32602	59 LIFT STATION
89	A	3900 NW 46TH	GAINESVILLE	FL	32606	62 LIFT STATION
90	A	5700 BLK SW 34TH ST	GAINESVILLE	FL	32608	65 LIFT STATION
91	A	1700 NE 53RD AVENUE	GAINESVILLE	FL	32609	66 LIFT STATION
92	A	8600 NW 13TH STREET	GAINESVILLE	FL	32653	67 LIFT STATION
93	A	2500 NE 39TH AVENUE	GAINESVILLE	FL	32609	72 LIFT STATION
94	A	8100 SW 18TH BLVD.	GAINESVILLE	FL	32607	77 LIFT STATION
95	A	1200 NE 55TH BLVD	GAINESVILLE	FL	32641	78 LIFT STATION
96	A	5901 WALDO ROAD	GAINESVILLE	FL	32602	80 LIFT STATION
97	A	100 LEON RD(SUNLAND)	GAINESVILLE	FL	32602	83 LIFT STATION
98	A	6500 NW 23 AVENUE	GAINESVILLE	FL	32606	84 LIFT STATION
99	A	1500 NE 53 AVEUNE	GAINESVILLE	FL	32609	85 LIFT STATION
100	A	7600 SW 13TH ROAD	GAINESVILLE	FL	32607	88 LIFT STATION
101	A	7500 NW 39TH AVENUE	GAINESVILLE	FL	32602	90 LIFT STATION
102	A	6500 NW 31 TERR	GAINESVILLE	FL	32653	91 LIFT STATION
103	A	2500 NW 98TH ST	GAINESVILLE	FL	32608	92 LIFT STATIO
104	A	3700 SW ARCHERD ROAD	GAINESVILLE	FL	32608	93 LIFT STATION
105	A	7900 SW 53 PL	GAINESVILLE	FL	32608	97 LIFT STATION
106	A	5300 NW 23 AVENUE	GAINESVILLE	FL	32606	98 LIFT STATION
107	A	5200 NW 57TH LANE	GAINESVILLE	FL	32653	101 LIFT STATIO
108	A	1900 SE 15 AVE	GAINESVILLE	FL	32641	102 LIFT STATIO
109	A	6000 SW 8TH LANE	GAINESVILLE	FL	32602	104 LIFT STA
110	A	4800 NE 46TH DRIVE	GAINESVILLE	FL	32609	105 LIFT STA
111	A	2000 NW 62ND AVENUE	GAINESVILLE	FL	32602	106 LIFT STA
113	A	200 SE 16TH AVENUE	GAINESVILLE	FL	32602	DIGESTER #2
114	A	3901 SW 63RD BLVD	GAINESVILLE	FL	32602	WASTE WTR.PLANT
114	B	3901 SW 63RD BLVD	GAINESVILLE	FL	32602	FED.PUMP BG.1&2
114	C	3901 SW 63RD BLVD	GAINESVILLE	FL	32602	GUARDHOUSE
114	D	3901 SW 63RD BLVD	GAINESVILLE	FL	32602	POND CNTRL BLDG
114	E	3901 SW 63RD BLVD	GAINESVILLE	FL	32602	THICK.RESTRM.BL
114	F	3901 SW 63RD BLVD	GAINESVILLE	FL	32602	TECH.OFFICE BLG
114	G	3901 SW 63RD BLVD	GAINESVILLE	FL	32602	GENERATOR BLDG.
114	H	3901 SW 63RD BLVD	GAINESVILLE	FL	32602	BLWR.GENRTR.BLG
114	I	3901 SW 63RD BLVD.	GAINESVILLE	FL	32602	CHRL.STRG BLDG
114	J	3901 SW 63RD BLVD.	GAINESVILLE	FL	32602	METAL SHED
114	K	3901 SW 63RD BLVD.	GAINESVILLE	FL	32602	FEED PUMP BLG 3
114	L	3901 SW 63RD BLVD.	GAINESVILLE	FL	32606	FARM EQUIPT BLG
114	M	3901 SW 63RD BLVD.	GAINESVILLE	FL	32602	METAL STRG.BLDG
114	N	3901 SW 63RD BLVD.	GAINESVILLE	FL	32602	MAINTCE. BLDG.
114	O	3901 SW 63RD BLVD.	GAINESVILLE	FL	32602	MOTOR CTRL.BLDG
114	P	3901 SW 63RD BLVD.	GAINESVILLE	FL	32602	WATER INJECT.ST
114	Q	3901 SW 63RD BLVD	GAINESVILLE	FL	32601	OFFICE/LAB

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114	R	3901 SW 63RD BLVD	GAINESVILLE	FL	32602	SHOP BLDG
114	S	3901 SW 63RD BLVD	GAINESVILLE	FL	32602	OPERATOR BLDG
114	T	3901 SW 63RD BLVD	GAINESVILLE	FL	32602	GRVTY.BLT THICK
115	A	14325 SE 174 PLACE	GAINESVILLE	FL	32602	LIFT STATION
115	A	1000 SW 9TH STREET	GAINESVILLE	FL	32601	107 Lift Statio
116	A	900 BLK NW 5TH AVE	GAINESVILLE	FL	32602	ELVTD.WATER TNK
116	B	5301 NE 15TH ST	GAINESVILLE	FL	32602	ELVTD.WATER TNK
116	C	5301 NE 15TH ST	GAINESVILLE	FL	32602	CHEMICAL BLDG
116	D	5301 NE 15TH ST	GAINESVILLE	FL	32602	EQUIPMENT BLDG
116	E	5301 NE 15TH ST	GAINESVILLE	FL	32602	VACUUM FILTER
116	F	5301 NE 15TH ST	GAINESVILLE	FL	32602	TREATMENT UNITS
117	A	1700 SW 75TH STREET	GAINESVILLE	FL	32602	82 LIFT STATION
118	A	2400 NW 34TH STREET	GAINESVILLE	FL	32605	100 LIFT STA.
119	A	4200 NE 2 WY	GAINESVILLE	FL	32608	108 LIFT. STA.
120	A	4800 SW WILLISTON RD	GAINESVILLE	FL	32608	109 LIFT STA.
121	A	8000 SW 1 PLACE	GAINESVILLE	FL	32602	110 LIFT STA.
122	A	3100 NW 83 STREET	GAINESVILLE	FL	32606	112 LIFT STA.
123	A	6300 NW 18 DRIVE	GAINESVILLE	FL	32653	113 LIFT STA.
124	A	8300 SW 57 AVENUE	GAINESVILLE	FL	32602	114 LIFT STA.
125	A	3610 NW 22 TERRACE	GAINESVILLE	FL	32602	115 LIFT STA.
126	A	4800 SW 34TH STREET	GAINESVILLE	FL	32608	116 LIFT STA.
127	A	5900 NW 35 PL	GAINESVILLE	FL	32606	117 LIFT STA.
128	A	3800 SW 23 ST	GAINESVILLE	FL	32608	119 LIFT STATIO
129	A	800 SW 43rd St	GAINESVILLE	FL	32641	120 LIFT STA.
130	A	600 SE 16TH AVENUE	GAINESVILLE	FL	32602	64 LIFT STATION
131	A	7500 NW 20 DRIVE	GAINESVILLE	FL	32606	122 LIFT STATIO
132	A	4000 SW 30TH TERRACE	GAINESVILLE	FL	32602	123 LIFT STA.
133	A	5700 W 46th PLACE	GAINESVILLE	FL	32602	124 LIFT STA.
134	A	9200 SW 56 PL	GAINESVILLE	FL	32608	125 LIFT STA.
135	A	409 SW 62ND BLVD.	GAINESVILLE	FL	32607	126 LIFT STATIO
136	A	845 NW 47TH CT.	GAINESVILLE	FL	32605	127 LIFT STATIO
138	A	3800 NW 91ST STREET	GAINESVILLE	FL	32606	129 LIFT STA.
139	A	7260 NW 52ND TERR	GAINESVILLE	FL	32653	130 LIFT STATIO
140	A	1100 NW 124TH BLVD.	GAINESVILLE	FL	32602	131 LIFT STA.
141	A	100 BLK NW 48 BLVD	GAINESVILLE	FL	32602	LIFT STATION 133
142	A	111 NW 48TH BLVD.	GAINESVILLE	FL	33602	133 LIFT STATIO
143	A	1200 NW 122ND STREET	GAINESVILLE	FL	32602	SUBSTATIONS
143	B	1200 NW 122ND STREET	GAINESVILLE	FL	32620	SUBSTATION/SHED
144	A	4303 SW 40TH BLVD.	GAINESVILLE	FL	32602	SUBSTATION
145	A	1200 SW 62ND BLVD.	GAINESVILLE	FL	32602	SUBSTATION
145	A	811 SE 4TH STREET	GAINESVILLE	FL	32602	SUBSTATION -sugar foot
146	A	5501 NW 43RD STREET	GAINESVILLE	FL	32602	SUBSTATION
146	B	5501 NW 43RD STREET	GAINESVILLE	FL	32602	SUB.MOBILE HOME
146	C	5501 NW 43RD STREET	GAINESVILLE	FL	32602	SUB.BLOCK BLDG
146	D	5501 NW 43RD STREET	GAINESVILLE	FL	32602	SUB.METAL BLDG

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146	E	5501 NW 43RD STREET	GAINESVILLE	FL	32602	SUB.TRAILER 1
146	F	5501 NW 43RD STREET	GAINESVILLE	FL	32602	SUB.TRAILER 2
147	A	5202 NE 15TH STREET	GAINESVILLE	FL	32602	SUBSTATION/CTRL
148	A	10001 N.W. 13TH ST.	GAINESVILLE	FL	32653	TRK.HOPPER BLDG
148	AA	10001 N.W. 13TH ST.	GAINESVILLE	FL	32653	COAL CNTRL BLD
148	AB	10001 N.W. 13TH ST.	GAINESVILLE	FL	32653	AUX.COOLING TWR
148	AC	10001 N.W. 13TH ST.	GAINESVILLE	FL	32653	WLD.STL.WTR.TNK
148	AD	10001 N.W. 13TH ST.	GAINESVILLE	FL	32653	ELEC.SUBSTATION
148	AE	10001 N.W. 13TH ST.	GAINESVILLE	FL	32653	CT#2 MAKEUP VAL
148	AF	10001 N.W. 13TH ST.	GAINESVILLE	FL	32653	CHLRN STRG.BLDG
148	AG	10001 N.W. 13TH ST.	GAINESVILLE	FL	32653	CRSHR SAMP ELEC
148	AH	10001 N.W. 13TH ST.	GAINESVILLE	FL	32653	CT.CLRNTION BLG
148	AI	10001 N.W. 13TH	GAINESVILLE	FL	32653	WTR TRMNT PLANT
148	AJ	10001 N.W. 13TH ST.	GAINESVILLE	FL	32653	WTR TRMNT PLANT
148	AK	10001 N.W. 13TH	GAINESVILLE	FL	32653	RCYL.PUMP HOUSE
148	AL	301 SE 4TH AVENUE	GAINESVILLE	FL	32614	GRU UTIL.HDQRTS
148	AM	10001 N.W. 13TH ST.	GAINESVILLE	FL	32653	Retro Fit AQCS Equipment
148	B	10001 N.W. 13TH ST.	GAINESVILLE	FL	32653	STL.TNK.STG.BLG
148	C	10001 N.W. 13TH ST.	GAINESVILLE	FL	32653	VEH.MAINT.BLDG
148	D	10001 N.W. 13TH ST.	GAINESVILLE	FL	32653	WAREHOUSE BLDG.
148	E	10001 N.W. 13TH ST.	GAINESVILLE	FL	32653	COMBUSTION GENR
148	F	10001 N.W. 13TH ST.	GAINESVILLE	FL	32653	ELEC.PWR.DIST.S
148	G	10001 N.W. 13TH ST.	GAINESVILLE	FL	32653	RR.CARS& TRACKS
148	H	10001 N.W. 13TH ST.	GAINESVILLE	FL	32653	RAILCAR MNT.BLG
148	I	10001 N.W. 13TH ST.	GAINESVILLE	FL	32653	ASH HANDLG SYS.
148	J	10001 N.W. 13TH ST.	GAINESVILLE	FL	32653	CRSHR BLG/COAL
148	K	10001 N.W. 13TH ST.	GAINESVILLE	FL	32653	PAINT&SANDB.BLG
148	L	10001 N.W. 13TH ST.	GAINESVILLE	FL	32653	POWERHOUSE
148	M	10001 N.W. 13TH ST.	GAINESVILLE	FL	32653	GENERATR.BLDG#2
148	N	10001 N.W. 13TH ST.	GAINESVILLE	FL	32653	WTR.TRMT.PUMP
148	O	10001 N.W. 13TH ST.	GAINESVILLE	FL	32653	CT#1/MAKEUP VAL
148	P	10001 N.W. 13TH ST.	GAINESVILLE	FL	32653	AUX.COOL.TWR
148	Q	10001 N.W. 13TH ST.	GAINESVILLE	FL	32653	FLY ASH VACUUM
148	R	10001 N.W. 13TH ST.	GAINESVILLE	FL	32653	COOLING TWR.#1
148	S	10001 N.W. 13TH ST.	GAINESVILLE	FL	32653	COOLING TWR.#2
148	T	10001 N.W. 13TH ST.	GAINESVILLE	FL	32653	ELVTD.WTR.TK.#1
148	U	10001 N.W. 13TH ST.	GAINESVILLE	FL	32653	ELVT.WTR.TNK.#2
148	V	10001 N.W. 13TH ST.	GAINESVILLE	FL	32653	DEMINRLZ.WTR.#1
148	W	10001 N.W. 13TH ST.	GAINESVILLE	FL	32653	DMINRZ.WTR.TK.#2
148	X	10001 N.W. 13TH ST.	GAINESVILLE	FL	32653	GENERAT BLDG.#1
148	Y	10001 N.W. 13TH ST.	GAINESVILLE	FL	32653	GENERAT BLDG.#1
148	Z	10001 N.W. 13TH ST.	GAINESVILLE	FL	32653	GENERAT.BLDG.#1
149	A	515 SE 5TH AVENUE	GAINESVILLE	FL	32601	OLD PLANT
150	A	605 S.E. 3RD ST.	GAINESVILLE	FL	32601	NEW PLANT
150	B	605 S.E. 3RD ST.	GAINESVILLE	FL	32601	HYDROGEN STG.BG

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150	C	605 S.E. 3RD ST.	GAINESVILLE	FL	32601	OFF. & MAINT. BLDG
150	D	605 S.E. 3RD ST.	GAINESVILLE	FL	32601	GAS YARD/METAL
150	E	605 S.E. 3RD ST.	GAINESVILLE	FL	32601	COOLING TWR #7
150	F	605 S.E. 3RD ST.	GAINESVILLE	FL	32601	COOLING TRW #8
150	G	605 S.E. 3RD ST	GAINESVILLE	FL	32601	2 OIL STG.TKS
150	H	605 S.E. 3RD ST.	GAINESVILLE	FL	32601	2 DEMINR.WTR.TK
150	J	605 S.E. 3RD ST.	GAINESVILLE	FL	32601	WAS.WTR.TK/SAND
150	J	605 S.E. 3RD ST.	GAINESVILLE	FL	32601	OIL STRG TK/DEP
150	K	605 S.E. 3RD ST.	GAINESVILLE	FL	32601	GAS TURB BLDG 1
150	K	605 S.E. 3RD ST. T	GAINESVILLE	FL	32601	SWITCH.CTL BLDG
150	L	605 S.E. 3RD ST.	GAINESVILLE	FL	32601	SECURITY SHACK
150	M	605 S.E. 3RD ST	GAINESVILLE	FL	32601	ANNEX BLDG
150	N	605 S.E. 3RD ST.	GAINESVILLE	FL	32601	WRHS#2/TRANSFMR
150	O	605 S.E. 3RD ST. T	GAINESVILLE	FL	32601	CARPENTERS SHOP
150	P	605 S.E. 3RD ST.	GAINESVILLE	FL	32601	WTR.DISTRB BLDG
150	Q	605 S.E. 3RD ST.	GAINESVILLE	FL	32601	OPERTS.CTR.WRHS
150	R	605 S.E. 3RD ST.	GAINESVILLE	FL	32602	DIST.SUBSTATION
150	S	605 S.E. 3RD ST.	GAINESVILLE	FL	32601	GAS TURB.BLDG 2
150	T	605 S.E. 3RD ST.	GAINESVILLE	FL	32601	GAS TURB BLDG 3
150	U	605 S.E. 3RD STREET	GAINESVILLE	FL	32601	ELECTRL.WHRHSE
150	V	605 S.E. 3RD ST.	GAINESVILLE	FL	32601	COMMUNICT.BLDG
150	W	605 S.E. 3RD ST	GAINESVILLE	FL	32601	REFUSE STG.BLDG
150	X	605 S.E. 3RD ST.	GAINESVILLE	FL	32601	CHEMICAL STORAG
150	Y	605 S.E. 3RD ST.	GAINESVILLE	FL	32601	STORAGE.WRHSE
150	Z	605 S.E. 3RD ST.	GAINESVILLE	FL	32601	LAB&DEMINRL.BLG
151	A	515 SE 5TH AVENUE	GAINESVILLE	FL	32602	OIL STRG.TANKS
152	A	KELLY ELEC. 5TH TER.	GAINESVILLE	FL	32602	OIL STRG.TANKS
153	A	SE 3RD ST. & DEPOT A	GAINESVILLE	FL	32601	COMBUSTION TURB
154	A	1000 NW 115 ST	GAINESVILLE	FL	32602	LS.FLTGR'S MILL
154	B	10001 N.W. 13TH ST.	GAINESVILLE	FL	32601	74W COMB TURB.G
155	A	12301 SW ARCHER LANE	GAINESVILLE	FL	32602	SUBSTATION
155	B	12301 SW ARCHER LANE	GAINESVILLE	FL	32602	SUB SHED
156	A	1600 NE 53RD AVENUE	GAINESVILLE	FL	32602	SUB. CONTROL - Mcmichen
157	A	3805 NW 97TH BLVD.	GAINESVILLE	FL	32602	SPRG.HILL OFFCE
157	B	3805 NW 97TH BLVD.	GAINESVILLE	FL	32602	SPRG.HILL T&D
157	C	3805 NW 97TH BLVD	GAINESVILLE	FL	32602	SPRG.HILL GAS
157	D	3805 NW 97TH BLVD	GAINESVILLE	FL	32602	SPRG.HILL.WHRSE
157	E	3805 NW 97TH BLVD.	GAINESVILLE	FL	32602	SPG.HIL/VEH.MNT
158	A	211 NE 1ST STREET	GAINESVILLE	FL	32601	OFFICE BLDG.
159	A	1700 SE 15TH STREET	GAINESVILLE	FL	32641	7 LIFT STATION
160	A	3900 NE Waldo Rd	GAINESVILLE	FL	32602	11 LIFT STATION
161	A	2300 SE 11th Ave.	GAINESVILLE	FL	32602	17 LIFT STATION
162	A	5600 NW NEWBERRY RD	GAINESVILLE	FL	32602	19 LIFT STATION
163	A	9000 NW 23 AVENUE	GAINESVILLE	FL	32602	21 LIFT STATION
184	A	4216 SW 20TH AVENUE	GAINESVILLE	FL	32607	29 LIFT STATION

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165	A	6600 SW 35 DR	GAINESVILLE	FL	32608	33 LIFT STATION
166	A	3500 SE 15 ST	GAINESVILLE	FL	32641	43 LIFT STATION
167	A	200 SW 34 ST	GAINESVILLE	FL	32607	46 LIFT STATION
168	A	1300 SW 34 ST	GAINESVILLE	FL	32607	47 LIFT STATION
169	A	2800 NE 57 BLVD	GAINESVILLE	FL	32609	48 LIFT STATION
170	A	3800 NW 12 ST	GAINESVILLE	FL	32609	LIFT STATION
171	A	400 SW 67 TERR	GAINESVILLE	FL	32607	50 LIFT STATION
172	A	4000 NEWBERRY RD	GAINESVILLE	FL	32607	51 LIFT STATION
173	A	3800 SW 24 AVE	GAINESVILLE	FL	32607	55 LIFT STATION
174	A	10300 NEWBERRY R	GAINESVILLE	FL	32606	67 LIFT STATION
175	A	2100 NW 16 TERR	GAINESVILLE	FL	32605	70 LIFT STATION
176	A	7100 NW 22 ST	GAINESVILLE	FL	32653	75 LIFT STATION
177	A	4700 NW 35 PL	GAINESVILLE	FL	32606	76 LIFT STATION
178	A	6500 SW 41 LN	GAINESVILLE	FL	32602	86 LIFT STATION
179	A	6600 NW 43 PL	GAINESVILLE	FL	32606	89 LIFT STATION
180	A	4000 NE 17 TERR	GAINESVILLE	FL	32609	94 LIFT STATION
181	A	4000 SE 23 AV	GAINESVILLE	FL	32602	103 LIFT STATION
182	A	1000 SW 9 ST	GAINESVILLE	FL	32601	107 LIFT STATION
183	A	6300 NW 18 DR	GAINESVILLE	FL	32653	113 LIFT STATION
184	A	5200 NW 34 PL	GAINESVILLE	FL	32606	121 LIFT STATION
185	A	3000 N MAIN ST	GAINESVILLE	FL	32609	132 LIFT STATION
186	A	3600 NW 83 ST	GAINESVILLE	FL	32605	135 LIFT STATION
187	A	9400 SW 24 AV	GAINESVILLE	FL	32607	136 LIFT STATION
188	A	4100 NW 64 ST	GAINESVILLE	FL	32606	137 LIFT STATION
189	A	5600 NW 69 LN	GAINESVILLE	FL	32653	139 LIFT STATION
190	A	3000 NW 62 TERR	GAINESVILLE	FL	32606	140 LIFT STATION
191	A	14000 NEWBERRY R	GAINESVILLE	FL	32602	141 LIFT STATION
192	A	10333 SW 46 BLVD	GAINESVILLE	FL	32602	142 LIFT STATION
193	A	4300 SW 63 BLVD	GAINESVILLE	FL	32608	143 LIFT STATION
194	A	100 SW 75 ST	GAINESVILLE	FL	32607	144 LIFT STATION
195	A	10106 SW 44 AV	GAINESVILLE	FL	32608	145 LIFT STATION
196	A	4700 NW 25 DR	GAINESVILLE	FL	32605	146 LIFT STATION
197	A	6100 NW 41 DR	GAINESVILLE	FL	32653	148 LIFT STATION
198	A	6500 NW 40 DR	GAINESVILLE	FL	32653	149 LIFT STATION
199	A	1500 NE 18 AV	GAINESVILLE	FL	32609	150 LIFT STATION
200	A	6200 SW 91 ST	GAINESVILLE	FL	32608	151 LIFT STATION
201	A	13300 SW 2 RD	GAINESVILLE	FL	32602	152 LIFT STATION
202	A	5000 NW 50 TERR	GAINESVILLE	FL	32606	153 LIFT STATION
203	A	1000 NW 115 ST	GAINESVILLE	FL	32602	154 LIFT STATION
204	A	3300 SW 42 ST	GAINESVILLE	FL	32608	155 LIFT STATION
205	A	5700 SW 75 ST	GAINESVILLE	FL	32608	156 LIFT STATION
206	A	4200 NW 34 ST	GAINESVILLE	FL	32605	157 LIFT STATION
207	A	8000 ARCHER RD	GAINESVILLE	FL	32608	158 LIFT STATION
209	A	4100 SW 47 ST	GAINESVILLE	FL	32608	160 LIFT STATION
210	A	5000 SW 75 ST	GAINESVILLE	FL	32602	161 LIFT STATION

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211	A	5800 NW 39 AV	GAINESVILLE	FL	32606	162 LIFT STATION
212	A	6400 SW ARCHER R	GAINESVILLE	FL	32608	163 LIFT STATION
213	A	4400 SW ARCHER R	GAINESVILLE	FL	32608	164 LIFT STATION
214	A	1105 FT CLARKE B	GAINESVILLE	FL	32606	165 LIFT STATION
215	A	9500 NW 4 PL	GAINESVILLE	FL	32607	166 LIFT STATION
216	A	14500 NEWBERRY R	GAINESVILLE	FL	32602	167 LIFT STATION
217	A	2700 SW 23 TERR	GAINESVILLE	FL	32608	168 LIFT STATION
218	A	3000 SW 75 ST	GAINESVILLE	FL	32607	169 LIFT STATION
219	A	2000 SW 110 TERR	GAINESVILLE	FL	32607	170 LIFT STATION
220	A	3901 SW 63 BLVD	GAINESVILLE	FL	32608	LIFT STATION 143
221	A	2153 SE Hawthorne Rd	GAINESVILLE	FL	62641	GTEC
222	A	113/117 S MAIN ST	GAINESVILLE	FL	32601	Tench Bldg
222	B	113/117 S. MAIN STREET	GAINESVILLE	FL	32601	Tench Bldg
223	A	100 SE 1ST AVENUE	GAINESVILLE	FL	32601	Bethel Bus
224	A	201 E DEPOT AVENUE, (moved to Temp site 8/8 to 5/9 to 901 S. Main St.	GAINESVILLE	FL	32601	OLD DEPOT
225	A	512 SE 2ND TERR	GAINESVILLE	FL	32601	Porter's Comm
226	A	1801 NW 23RD BLVD	GAINESVILLE	FL	32602	Pavilion
226	B	1801 NW 23RD BLVD	GAINESVILLE	FL	32602	Restroom Facili
226	C	1801 NW 23RD BLVD	GAINESVILLE	FL	32602	Steel Bridge
227	A	3315 NW 5TH AVENUE	GAINESVILLE	FL	32608	Facility
228	A	3500 SE 15TH STREET	GAINESVILLE	FL	32641	Mobile Home
229	A	2700 E UNIVERSITY AVENUE	GAINESVILLE	FL	32641	East Side Comm
230	A	3315 NW 5TH AVE.	GAINESVILLE	FL	32607	LOBLOLLY ENV FA
232	A	211 NE FIRST STREET	GAINESVILLE	FL	32601	Office Bldgs
233	A	2ND AVE & 1ST STREET	GAINESVILLE	FL	32601	PARKING GARAGE
234	A	516 SW 2ND TERRACE	GAINESVILLE	FL	32601	Community Cente
235	A	1704 SE 2ND AVENUE	GAINESVILLE	FL	32602	Reichert House
236	A	301 SW 5TH STREET	GAINESVILLE	FL	32601	Hangar Bldg
237	A	1390 SW 14TH AVENUE	GAINESVILLE	FL	32608	GRU South Energy Center
238	A	1201 NW 39TH AVENUE	GAINESVILLE	FL	32609	lift station 39
239	A	8401 NW 13TH STREET	GAINESVILLE	FL	32653	lift station 69
240	A	2311 NW 27 LANE	GAINESVILLE	FL	32605	lift station 134
241	A	2302 SW ARCHER ROAD	GAINESVILLE	FL	32608	Lift station 147
242	A	802 NW 5TH AVENUE	GAINESVILLE	FL	32601	Community Redevelopment Agency
243		6317 N.W. 16 th Street	GAINESVILLE	FL	32602	Fleet Garage
243	a	3223 NW 42 AVENUE	GAINESVILLE	FL	32653	Fire Station 8
244	A	5701 NW 34TH ST	GAINESVILLE	FL	32654	Senior Rec Center
		4747 N MAIN ST	GAINESVILLE	FL	32609	EOC - Bldg 1
		4747 N MAIN ST	GAINESVILLE	FL	32609	EOC - Bldg 2
		4747 N MAIN ST	GAINESVILLE	FL	32609	EOC - Bldg 3
		4747 N MAIN ST	GAINESVILLE	FL	32609	EOC - Bldg 4
		4747 N MAIN ST	GAINESVILLE	FL	32609	EOC - Bldg 5
		4747 N MAIN ST	GAINESVILLE	FL	32609	EOC - Bldg 6
		4747 N MAIN ST	GAINESVILLE	FL	32609	EOC - Bldg 7

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	4747 N MAIN ST	GAINESVILLE	FL	32609	EOC - Bldg 8
	4747 N MAIN ST	GAINESVILLE	FL	32609	EOC - Bldg 9
	4747 N MAIN ST	GAINESVILLE	FL	32609	EOC - Fuel Station
	4747 N MAIN ST	GAINESVILLE	FL	32609	EOC - Guard House
	4747 N MAIN ST	GAINESVILLE	FL	32609	EOC - Truck Shelter
	SW 30TH LN	GAINESVILLE	FL	32609	173 - Lift Station
	SW 8TH AVE	GAINESVILLE	FL	32607	174 - Lift Station
	NW 23RD AVE	GAINESVILLE	FL	32606	175 - Lift Station
	SW WILLISTON RD	GAINESVILLE	FL	32608	176 - Lift Station
	SW 20TH ST	GAINESVILLE	FL	32608	177 - Lift Station
	NW 5TH BLVD	GAINESVILLE	FL	32609	178 - Lift Station
	NW 55TH ST	GAINESVILLE	FL	32607	179 - Lift Station
	NW 53RD AVE	GAINESVILLE	FL	32653	180 - Lift Station
	E UNIVERSITY AVE	GAINESVILLE	FL	32641	181 - Lift Station
	SE 27TH ST	GAINESVILLE	FL	32641	182 - Lift Station
	NE 39TH AVE	GAINESVILLE	FL	32609	183 - Lift Station
	2600 NW 143RD ST	GAINESVILLE	FL	32606	184 - Lift Station
	SW 24TH AVE	GAINESVILLE	FL	32607	185 - Lift Station
	SW 34TH PL	GAINESVILLE	FL	32607	186 - Lift Station
	14138 NW 9TH RD	GAINESVILLE	FL	32669	187 - Lift Station
	SW 47TH TER	GAINESVILLE	FL	32608	188 - Lift Station
	SW 122ND ST	GAINESVILLE	FL	32607	189 - Lift Station
	6602 SW 72ND DR	GAINESVILLE	FL	32607	190 - Lift Station
	SW 48TH WAY	GAINESVILLE	FL	32608	191 - Lift Station
	NE 15TH ST	GAINESVILLE	FL	32609	192 - Lift Station
	NW 75TH ST	GAINESVILLE	FL	32606	194 - Lift Station
	1521 SW 122ND ST	GAINESVILLE	FL	32606	195 - Lift Station
	4747 N MAIN ST	GAINESVILLE	FL	32606	196 - Lift Station - EOC
	5150 NW 13TH ST	GAINESVILLE	FL	32606	128 - Lift Station
	4594 SW 16TH DR	GAINESVILLE	FL	32606	159 - Lift Station
	747 SW 2ND AVE	GAINESVILLE	FL	32601	Innov. Energy Cnt - GRU

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement applies only as respects the insurable interest of ACE American Insurance Company.

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CANCELLATION CLAUSE ENDORSEMENT

It is understood and agreed that A. Cancellation, Paragraph 2. b. of Common Policy Conditions form IL 00 17 11 98 is amended to read as follows:

- b. 90 days before the effective date of cancellation if we cancel for any other reason.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement applies only as respects the insurable interest of ACE American Insurance Company.

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SIGNATURES


THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

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

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


 REBECCA L. COLLINS, Secretary


 JOHN J. LUPICA, President

STARR TECHNICAL RISKS AGENCY, INC.**IMPORTANT NOTICE – TO BE KEPT WITH THE POLICY****To our Brokers/Agents****What to do when Loss Occurs:**

1. Report as soon as practicable, every incident, loss or damage which may become a claim to:

Jim Jezewski, Vice President Claims Manager
Starr Technical Risks Agency, Inc.
Property Claims Department
399 Park Avenue, 9th Floor
New York, NY 10022
Phone: (646) 227-6348
Fax: (212) 599-3061
E-mail: Jim.Jezewski@starrcompanies.com

(AND)

Scott Powrie
Regional Manager
Starr Tech – Dallas
One Lincoln Park 8401 N. Central Expressway, Suite 515
Dallas, TX 75225
Phone #: 214.647.2450
E-mail: Scott.Powrie@starrcompanies.com

2. Starr Technical Risks Agency, Inc. claims cannot be processed through any other facility and must be reported as indicated above.
3. Adjusters can only be assigned by Starr Technical Risks Agency, Inc. Property Claims Department.



Questions About Your Insurance?

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

PARTICIPATION PAGE

In consideration of the premium charged, the subscribers hereto, hereinafter referred to as the Insurer(s) and/or Company(ies) , do severally, but not jointly, agree to indemnify the Insured for the amount recoverable in accordance with the terms and conditions of the Policy, pages 1 – 58.

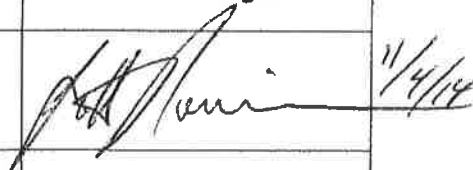
Provided that:

1. The collective liability of Insurers shall not exceed the Limit of Liability or any appropriate Sublimit of Liability or any Annual Aggregate limit.
2. The liability of each of the Insurers shall not exceed the Participation Limit set against its name with the exception of loss adjustment and professional fees which cost shall be 100% assume by the Insurers on each applicable layer of insurance.
3. In the event an occurrence results in liability payable under more than one policy issued to the Named Insured being insured, coinsured and/or reinsured in whole or in part by the Company or any of its affiliated or agent companies, the maximum amount payable in the aggregate under all such policies shall be the applicable limits of liability indicated in this Policy regardless of the number of coverages, locations or perils involved.

Insured: CITY OF GAINESVILLE, FLORIDA AND GAINESVILLE REGIONAL UTILITIES

Policy Period: October 1, 2014 to October 1, 2015

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the policy except as herein above set forth.

Insurers	Policy No.	Participation	Authorized Signature
ACE American Insurance Company	EUTN0 91 64650	12.5% part of \$350,000,000	 11/4/14
Liberty Mutual Insurance Company	4N118471013	10% part of \$350,000,000	
Westport Insurance Corporation	UTP 045328502	15% part of \$350,000,000	
Associated Electric & Gas Insurance Services, Ltd.	PO5345602P	20% part of \$350,000,000	
Underwriters at Lloyds of London	DG129414(1)	7.5% part of \$350,000,000	
The Princeton Excess & Surplus Lines Insurance Company	58-A3-PP-0000091-04	25% part of \$350,000,000	
National Union Fire Insurance Company	65305418	10% part of \$350,000,000	

Producer Address:

Marsh USA, Inc
 3560 Lenox Road
 Suite 2400, Atlanta, GA 30326

This Policy is made up of these Declarations and the following Schedules, Forms, and Endorsements

<u>Form/Endorsement</u>	<u>Description</u>
	Participation Page
Table of Contents	Schedule of Forms and Endorsements Declarations
Policy	All Risk Policy
Endorsement 1	Florida Changes
Endorsement 2	Accounts Receivable Endorsement
Endorsement 3	Boiler and Machinery Definition
Endorsement 4	California Earth Movement Exclusion
Endorsement 5	Cancellation – Modification of Notice by the Company
Endorsement 6	Coverage Territory Endorsement
Endorsement 7	Data Distortion/Corruption Exclusion
Endorsement 8	Electronic Data Processing Media with Extra Expense
Endorsement 9	Errors and Omissions Endorsement
Endorsement 10	Extra Expense Endorsement
Endorsement 11	Extra Expense Coverage Restriction
Endorsement 12	Named Windstorm Definition
Endorsement 13	Political Risk Exclusion
Endorsement 14	Service Interruption
Endorsement 15	Terrorism Exclusion – Certified Acts
Endorsement 16	Valuable Papers and Records
Endorsement 17	Wind
Endorsement 18	General Change Endorsement
Endorsement 19	Reported Values
Endorsement 20	FEMA Priority of Payments
Endorsement 21	Flood Zone A Definition
Endorsement 22	Transformer Definition

Endorsement 23 Named Adjuster
 Endorsement 24 Carrier Specific Non-Concurrencies
 Endorsement 25 Definition of Turbine Generator & Professional Fees

DECLARATIONS

NAMED INSURED: **CITY OF GAINESVILLE, FLORIDA AND
 GAINESVILLE REGIONAL UTILITIES**

MAILING ADDRESS: City of Gainesville, FL
 Gainesville Regional Utilities
 Mail Station 60, PO Box 490
 Gainesville, FL 32602

LOSS PAYABLE CLAUSE: LOSS, IF ANY, TO BE ADJUSTED WITH AND PAYABLE TO
 INSURED, WHOSE RECEIPT SHALL CONSTITUTE A RELEASE
 IN FULL OF ALL LIABILITY UNDER THIS POLICY AS REGARDS
 SUCH LOSS.

TERM OF INSURANCE: FROM 10/1/2014 TO 10/1/2015 AT 12:01 A.M. STANDARD TIME
 AT THE ABOVE MAILING ADDRESS

PREMIUM: **\$1,546,249**

LIMIT OF LIABILITY: THE LIMIT OF LIABILITY UNDER THIS POLICY SHALL IN NO
 EVENT EXCEED THE AMOUNT SHOWN BELOW FOR ANY ONE
 ACCIDENT OR DISASTER OR ANY ONE SERIES OF
 ACCIDENTS OR DISASTERS ARISING OUT OF ANY ONE
 OCCURRENCE.

POLICY LIMIT OF LIABILITY: **\$350,000,000 ANY ONE OCCURRENCE**

SUBLIMITS: SUBLIMITS ARE PER OCCURRENCE UNLESS SHOWN OTHERWISE.

THE SUBLIMITS BELOW ARE PART OF AND NOT IN ADDITION TO THE POLICY LIMIT OF LIABILITY.
 SUBLIMITS ARE 100% AND ARE SUBJECT TO PERCENTAGE PARTICIPATION AS SPECIFIED IN THE
 PARTICIPATION PAGE.

- A. Earth Movement, Except: \$50,000,000 Annual Aggregate
 California No Coverage
- B. Flood: \$50,000,000 Annual Aggregate
- C. Accounts Receivable: \$5,000,000
- D. Course Of Construction: \$10,000,000

	Debris Removal 25% of Adjusted Direct Property Loss or:	\$10,000,000 (Whichever is Greater)
F.	Demolition & Increased Cost Of Construction:	\$15,000,000
G.	EDP Equipment:	\$10,000,000
H.	EDP Media:	\$7,500,000
I.	EDP Extra Expense:	\$2,500,000
J.	Errors & Omissions:	\$1,000,000
K.	Expediting Expense:	\$2,500,000
L.	Extra Expense:	\$2,500,000 (excluding replacement power)
M.	Hazardous Substances:	\$1,000,000 Annual Aggregate
N.	Miscellaneous Unnamed Locations:	\$5,000,000 (excluding gas turbine generators)
O.	Newly Acquired Locations (120 Day Reporting):	\$10,000,000 (excluding gas turbine generators)
P.	Polychlorinated Biphenyls	\$1,000,000
	Professional Fees	\$1,000,000
R.	Property at Exhibition, Exposition, or Trade Show:	\$1,000,000
S.	Service Interruption:	\$1,000,000
T.	Temporary Removal Of Property:	\$1,000,000 not to exceed a period of 90 Days
U.	Transit:	\$5,000,000 (PD Only)
V.	Valuable Papers & Records:	\$1,000,000
W.	Boiler And Machinery	Included
	a. Ammonia Contamination	\$1,000,000
	b. Consequential Damage	\$1,000,000
	c. Hazardous Substances	\$1,000,000
	d. Water Damage	\$1,000,000

DEDUCTIBLES (PER OCCURRENCE):

ALL DEDUCTIBLES LISTED BELOW ARE PER OCCURRENCE EXCEPT WITH RESPECT TO COVERAGE PROVIDED FOR BOILER & MACHINERY (IF COVERED) WHICH SHALL BE ANY ONE ACCIDENT.

PROPERTY DAMAGE:	\$100,000	ALL NON-UTILITY PROPERTIES, EXCEPT;
	\$250,000	UTILITY PROPERTIES, EXCEPT;
	\$500,000	DEERHAVEN STEAM TURBINE GENERATING UNIT NO. 1
	\$500,000	DEERHAVEN STEAM TURBINE GENERATING UNIT NO. 2
	\$500,000	DEERHAVEN UNIT NO. 3 GE MS7001EA
	\$500,000	KELLY STEAM GENERATING UNIT #CT4
	\$1.50/KVA	OR \$250,000, WHICHEVER IS GREATER FOR ALL TRANSFORMERS

FLOOD ZONE A (INCLUDING SUBZONES) MAXIMUM AVAILABLE FROM NFIP PROGRAM LIMITS WHETHER PURCHASED OR NOT, SUBJECT TO A MINIMUM \$250,000

FLOOD ZONE V (INCLUDING SUBZONES) 2% OF THE PROPERTY DAMAGE TOTAL INSURED VALUE OF THE LOCATION(S) INVOLVED IN THE LOSS, SUBJECT TO A MINIMUM \$250,000

NAMED WINDSTORM AND FLOOD COMBINED: 3% OF THE PROPERTY DAMAGE TOTAL INSURED VALUE OF THE LOCATION(S) INVOLVED IN THE LOSS, SUBJECT TO A MINIMUM \$500,000

TRANSIT: \$25,000

ELECTRONIC DATA PROCESSING: \$25,000

SERVICE INTERRUPTION: 24 HOUR WAITING PERIOD

EXTRA EXPENSE *\$ 100,000*

AS RESPECTS REAL AND PERSONAL PROPERTY , ALL CLAIMS FOR LOSS, DAMAGE OR EXPENSE ARISING OUT OF ANY ONE OCCURRENCE SHALL BE ADJUSTED AS ONE CLAIM AND FROM THE AMOUNT OF EACH SUCH ADJUSTED CLAIM THERE SHALL BE DEDUCTED THE SUM STATED ON THE DECLARATIONS PAGE.

PROPERTY COINSURANCE: AGREED AMOUNT

ALL-RISK POLICY

I. Insuring Agreement

In consideration of the premium paid, and subject to the terms and conditions of this Policy, the Company(ies) listed on the Participation Page, hereafter referred to as the "Company", agrees to pay the Named Insured, as stated in the Declarations, for loss as described in this Policy.

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

Words and phrases which begin with a capital letter, other than those which begin a sentence, have special meaning. Refer to the Definition section or to the applicable section headings of the policy or any endorsements thereto.

A. Perils Insured

This policy insures against all risks of direct physical loss or damage to Property Insured from perils not otherwise excluded, subject to the terms and conditions of this policy.

In the event of such direct physical loss or damage to any Property Insured at the Premises Described in the Declarations, and such damage, without the intervention of any other independent cause, results in a sequence of events which causes physical damage to other Property Insured by this policy, then this policy will cover such resulting loss or damage. Nothing in this clause shall be deemed to extend this insurance to property which is otherwise specifically excluded from coverages by the terms of this policy.

B. Territorial Limits

This policy covers Property Insured within the fifty (50) states of the United States of America, the District of Columbia, and Puerto Rico

C. Property Insured

This policy covers the following kinds of property at the Premises Described in the Declarations unless otherwise excluded:

1. Real property, including improvements and betterments, owned by the Insured, or in which the Insured has an insurable interest; and
2. Personal property owned by the Insured; and
3. Personal property of others which the Insured, prior to a loss, has agreed to insure against the types of losses covered by this policy; and
4. Personal property of others in the custody of the Insured and for which the Insured is legally liable; but only to the extent of the Insured's legal liability therefore. This Company agrees to defend any suit against the Insured alleging liability for the damage or destruction of such personal property, even if the allegations of the suit are false, fraudulent, or groundless. The Company may make such investigation or settlement of such suit as the Company deems appropriate.
5. Personal property of employees, other than motor vehicles.

This policy also covers the following kinds of property, owned by the Insured or others in the custody of the Insured and for which the Insured is legally liable:

6. electrical transmission and distribution lines, line transformers, towers and poles, cables, pipes and pipelines, and equipment or apparatus connected therewith while situated on or within 1,000 feet of the Premises Described in the Declarations.

D. Newly Acquired Locations

Subject to its terms and conditions, this policy also covers property at Newly Acquired Locations, rented, purchased or in the course of construction, acquired after the inception date of this policy for a period of one hundred and twenty (120) days from the date of acquisition. Permanent coverage may be provided subject to notification to and acceptance by the Company at terms to be agreed upon at the time of acceptance. There shall be no liability under this coverage for loss or damage caused by or resulting from the perils of Flood or Earth Movement.

The Company's total liability under this provision shall be limited to the Sublimit of Liability for Newly Acquired Locations specified in the Declarations, as more fully explained in the Limits and Sublimits of Liability Condition of this policy.

E. Additional Coverages

1. Debris Removal

This policy shall also pay the cost of removing debris of Property Insured that is destroyed or damaged by a Peril Insured herein at Premises Described in the Declarations. The Company's total liability for such payment shall not exceed the greater of (1) 25% of the Company's liability, prior to the application of any deductible(s), for the direct physical loss or damage to Property Insured which necessitated the debris removal, or (2) \$10,000,000. However, in no event shall the Company's liability exceed the amount actually expended by the Insured for the removal of debris. This provision does not include the cost of removing Hazardous Substances or Contaminants from Property Excluded, nor for the cost to remove, restore or replace such property. The coverage that is provided by this provision is part of, and not in addition to, the limits of liability specified elsewhere in this policy.

No liability shall exist under this provision unless such costs are reported to the Company within one hundred eighty (180) days of the date of the Occurrence or the expiration of this policy, whichever shall be earlier.

2. Demolition and Increased Cost of Construction

If at the time of any direct physical loss or damage insured against by this policy there is in force any law, ordinance, rule or regulation regulating the construction, repair, replacement or use of buildings or structures, then this policy is extended to cover:

- a. the additional loss sustained in demolishing any undamaged portion of the buildings or structures necessitated by such law, ordinance, rule or regulation; and
- b. the cost incurred in actually rebuilding both the damaged and demolished portions of such buildings or structures in a manner to satisfy such law, ordinance, rule or regulation.

No liability is assumed under this provision for any increase of loss associated with the enforcement of any law or ordinance, which requires the Insured, or others, to:

- a. test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess, the effects of Hazardous Substances or Contaminants;

- b. install process improvements or process modifications to property, when either is required or performed to comply with either OSHA regulations or other similar workplace safety regulations, or EPA, or other similar environmental regulations.

The total liability under this provision shall not exceed the actual expenditure incurred in demolishing the undamaged portion of the building(s) or structure(s) involved, plus the lesser of the following:

- a. the actual expenditure incurred, not including the cost of land, in rebuilding on another site; or
- b. the cost of rebuilding on the same site.

The Company's total liability under this provision shall not exceed the greater of \$500,000 or, where specified, the Sublimit of Liability for Demolition and Increased Cost of Construction shown in the Declarations, as more fully explained in the Limits and Sublimits of Liability Condition of this policy.

3. Expediting Expense

This policy shall also pay for the reasonable extra cost to make temporary repairs and to expedite the permanent repair or replacement of Property Insured damaged by a Peril Insured, including overtime and the extra cost of express or other rapid means of transportation.

The Company's total liability under this provision shall be limited to the Sublimit of Liability for Expediting Expenses specified in the Declarations, as more fully explained in the Limits and Sublimits of Liability Condition of this policy.

4. Fire and Police Department Service Charge

This policy is extended to cover reasonable expenses charged by fire or police departments as a result of a loss as insured hereunder.

5. Hazardous Substances or Contaminants

If, as a result of an Occurrence insured hereunder, any property on the Premises Described in the Declarations is damaged, contaminated or polluted by Hazardous Substances or Contaminants, the Company shall be liable under this policy and any of its endorsements, for the additional expenses incurred for cleanup, repair or replacement, or disposal of that damaged, contaminated or polluted property. As used here, additional expenses shall mean expenses incurred beyond those for which the Company would have been liable if no Hazardous Substances or Contaminants had been involved in the Occurrence.

The Company's total liability under this provision shall be limited to the greater of \$25,000 or, where specified, the Sublimit of Liability for Hazardous Substances or Contaminants shown in the Declarations, as more fully explained in the Limits and Sublimits of Liability Condition of this policy.

6. Miscellaneous Unnamed Locations

This policy is extended to cover Property Insured while at fixed locations not included in the Premises Described in the Declarations. This coverage applies to physical loss or damage and Time Element coverages, excluding Flood and Earth Movement.

The Insured shall, as of the inception date of this policy, and within ninety (90) days of each anniversary thereafter, send to the Company a statement of the insurable values of such locations as of the most recent inception or anniversary date. These statements shall be the basis for premium to be charged for this coverage. Failure to provide such statement in the time required shall void this extension.

Coverage under this extension shall not apply to signs, tracks, trestles, bridges, tunnels, electrical transmission and distribution lines, line transformers, towers and poles, cables, pipes and pipelines, equipment or apparatus connected to any of the preceding, property contained within any vehicle or other conveyance, or property in the due course of transit.

Liability under this provision shall not exceed the greater of \$100,000 or, where specified, the Sublimit of Liability for Miscellaneous Unnamed Locations shown in the Declarations, as more fully explained in the Limits and Sublimits of Liability Condition of this policy.

7. Pairs and Sets

In the event of direct physical loss or damage to any article or articles which are part of a pair or set, this policy is extended to cover the fair and reasonable proportion of the pair or set. Due consideration shall be given to the importance of said article or articles, but in no event shall such loss or damage be construed automatically to mean the total loss of the pair or set, and due consideration shall be given to any remaining value.

8. Transit

This policy is extended to cover direct physical loss or damage not otherwise excluded to Property Insured while in transit within the territorial limits of this policy. This shall include Property Insured while in transit in the coastal waters of the United States or Puerto Rico to a distance of twelve (12) miles, Property Insured while in transit between the continental United States or Alaska and Canada, or Property Insured while in transit between the continental United States and Alaska. This includes any means of conveyance, from the commencement of loading and continuously thereafter, including the location of any repair, temporary storage, consignment or exhibition, including deviation and delay, until unloaded at the place of final destination. This policy shall also pay for direct physical loss or damage to property sold and shipped by the Insured, in which the Insured retains an interest, under terms terminating the shipper's responsibility short of points of delivery, and shall pay for direct physical loss or damage caused by any unauthorized person(s) representing themselves to be the proper party(ies) to receive goods for shipment or to accept goods for delivery, or resulting from the acceptance by the Insured or by its agents of fraudulent bills of lading, shipping and delivery orders, or similar fraudulent documents.

The Insured may accept bills of lading or receipts from carriers, bailees, warehousemen, or processors limiting their liability, but this provision shall not inure to the benefit of any carrier, bailee, warehouseman, or processor.

The Insured's rights shall not be prejudiced by any agreements exempting lightermen from liability.

This policy excludes property of others, and the Insured's legal liability thereof, being hauled on vehicles owned, leased or operated by the Insured when acting as a common or contract carrier as defined by either the Interstate Commerce Commission or other regulatory agencies. In addition, this provision shall not include coverage for any conveyance used as the mode of transportation for property in transit.

This policy excludes property on waterborne shipments to and from any point and Hawaii, Alaska and Puerto Rico, except within their 12 miles of coastal waters; but shall not exclude waterborne shipments between the continental United States and Alaska while within the coastal waters of the United States or Canada to a distance of twelve (12) miles.

The Company's total liability under this provision shall be limited to the Sublimit of Liability for Transit specified in the Declarations, as more fully explained in the Limits and Sublimits of Liability Condition of this policy.

II. EXCLUSIONS

A. Property Excluded

This policy does not insure against loss or damage to the following property:

1. Accounts, bills, currency, deeds, evidences of debt or title, money, notes, securities, fine arts, jewelry, furs, precious metals, or precious stones.
2. Land, land improvements, water, crops, animals, shrubs, plants, trees or standing timber. This exclusion shall apply to the cost of reclaiming, restoring, or repairing any of the foregoing. "Land Improvements," as used herein, shall mean any alteration in the natural condition of land including, without limitation, grading, and earthen dikes or similar works. "Land Improvements," as used herein, shall also mean open pit or surface mines, including all benches, berms, cuts, walls, roads, and other land structures constituting a part of such mine, including all unmined ore. However, "Land Improvements" shall not mean pavements or sidewalks.
3. Aircraft, watercraft or spacecraft; vehicles, if such vehicles are otherwise insured for physical loss or damage, or railcars.
4. Underground mines, tunnels, wells or caverns, and any property contained therein.
5. Dams, watershafts, power tunnels, dikes, gates and flumes.
6. Retaining walls not constituting part of a building, docks, piers, or wharves, and property located thereon, all when such loss is caused by ice, water pressure, or collision.
7. Offshore property, except that structures and their contents extending from land or shore, and floating docks permanently moored to a dock, river bank or shore are not to be considered as offshore.
8. Nuclear reactor power plants, including all auxiliary property on the site or any other nuclear reactor installation.
9. Any nuclear fuel or raw materials used in the nuclear fuel process at any point in the fuel cycle.
10. Property sold by the Insured under conditional sale, trust agreement, installment plan or other deferred payment plan after delivery to customers.
11. Raw, in-process, or finished stock or materials when the loss is caused by errors, omissions, or defects in the design or manufacturing process or by defective materials which result in damage to said stock or materials while it is being manufactured, processed, tested, or worked upon.
12. Machinery, equipment or other property when such property is otherwise protected by the contractor's, manufacturer's or supplier's guaranty, obligation or warranty, whether or not such contractor, manufacturer or supplier is included in the name of the Insured or as an additional Named Insured, but only to the extent of such guaranty, obligation or warranty. However, if Time Element coverage is provided under this policy, such Time Element coverage shall apply as if this exclusion were not present.

B. Conditions of Property Exclusions

This policy does not insure against:

1. Any defect or fault in material, workmanship, or design or in planning, zoning, surveying, siting, or developing property. However, if such a defect or fault results in direct physical loss or damage otherwise insured by this policy, then this policy shall cover only such resulting loss or damage. The Company shall not be liable for the costs of rectifying or making good such defect or fault.
2. Wear and tear, deterioration, rust, corrosion or erosion, all unless loss by a peril otherwise insured against hereunder ensues, and then the Company shall be liable only for such ensuing loss.
3. Gradual cracking, settling, shrinkage, bulging, expansion or other gradually developing defects, all unless loss by a peril otherwise insured against hereunder ensues, and then the Company shall be liable only for such ensuing loss.
4. The cracking of any part of a gas turbine exposed to the products of combustion, all unless loss by a peril otherwise insured against hereunder ensues, and then the Company shall be liable only for such ensuing loss.
5. Contamination, shrinkage, evaporation, loss of weight, or loss of contents of containers by leakage, all unless loss by a peril otherwise insured against hereunder ensues, and then the Company shall be liable only for such ensuing loss.
6. Insect or vermin damage, unless loss by a peril otherwise insured against hereunder ensues, and then the Company shall be liable only for such ensuing loss.
7. Electrical breakdown of any electrical machine or electrical apparatus while said equipment is undergoing an insulation breakdown test, all unless loss by a peril otherwise insured against hereunder ensues, and then the Company shall be liable only for such ensuing loss.

C. Perils Excluded

This policy does not insure loss or damage caused by or resulting from any of the following, regardless of any other cause or event that contributes concurrently or in any other sequence to the loss or damage:

1. a. Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack,
 - i. by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or
 - ii. by military, naval or air forces; or
 - iii. by an agent of any such government, power, authority or forces;

it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such a government, power; authority or forces;
- b. insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority.

2. Nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by, any physical loss or damage insured against by this policy. However, subject to the foregoing and all provisions of this policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.
3. Infidelity or dishonesty of the Insured, or any officer, director, proprietor or partner thereof, acting alone or in collusion with others, or the infidelity or dishonesty of any officer, director, proprietor or partner of any proprietorship, partnership, corporation or association engaged by the Insured to perform any service or perform any act in connection with any Property Insured by this policy.
4. Any shortage of property discovered upon the taking of inventory, or any unexplained or mysterious disappearance of property.
5. Accumulated effects of smog, smoke, vapor, or gas from agricultural or industrial operations.
6. Any increase in loss due to:
 - a. the enforcement of any law, ordinance, regulation, rule or ruling requiring, restricting, or affecting the repair, alteration, use, occupancy, operation, construction or installation of any property, or requiring the tearing down of any property, including the cost of removing its debris, except as provided under the Demolition and Increased Cost of Construction provision of the Additional Coverages section;
 - b. the suspension, lapse, termination or cancellation of any license, contract, lease or permit; or
 - c. any injunction or process of any court.
7. Lack of incoming electricity, fuel, water, gas, steam or refrigerant caused by an Occurrence not at the Premises Described in the Declarations; but, if such a lack of service causes direct physical loss or damage not otherwise excluded to property otherwise insured by this policy while located on the Premises Described in the Declarations, then this policy shall cover such resulting loss or damage.
8. The cost of removing any product subject to a Product Recall, whether the removal is voluntarily undertaken by the Insured or mandated by any executive, legislative, administrative or judicial order, and any Time Element losses resulting from such removal.
9. Any act, error, decision, or omission, or the failure to act or decide, whether committed by the Insured or by others in (a) planning, zoning, surveying, siting, or developing property, (b) establishing or enforcing building codes or standards for construction or materials, (c) designing, specifying, furnishing work, materials, parts, or equipment, or constructing, remodeling, grading, compacting, or maintaining: (i) buildings or structures, (ii) improvements, changes in or additions to land or other real or personal property, or (iii) roads, water, sewers, drainage systems, levees, dikes, or other facilities of any kind, all whether such property or facilities are covered by this policy or are away from premises covered by this policy; but this exclusion shall apply only if a cause of loss otherwise excluded by this policy contributes to direct physical loss or damage or is the cause of direct physical loss or damage.
10. a. The failure, malfunction or inadequacy of any of the following, whether belonging to any Insured or to others: computer hardware, including microprocessors; computer application software; computer operating systems and related software; computer networks; microprocessors not part of any computer system; or any other computerized or electronic equipment or components; or any other products, and any services, data or functions that directly or indirectly use or rely on, in any manner, any of the foregoing due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates, times, or instructions, including, but not limited to, the inability of computer software to recognize, process, distinguish, interpret, or accept the year 2000 or any other year, including a leap year; or

- b. any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by or for the Insured to determine, rectify or test for any potential or actual problems described in paragraph a. above.
- c. In addition, the Company shall not be liable for the repair, replacement or modification of any items listed in paragraph a. above to correct any deficiencies or change any features.

However, if direct physical loss or damage not otherwise excluded ensues, then this Company shall be liable only for such ensuing loss or damage.

11. The release, discharge, or dispersal of toxic or hazardous substances, contaminants or pollutants, all whether direct or indirect, proximate or remote, or in whole or in part caused by, contributed to or aggravated by any physical damage insured against by this policy, except as specifically provided for under the Additional Coverages, Hazardous Substances or Contaminants extension.

D. Other Exclusions

1. This policy does not insure loss or damage caused by or resulting from any of the following, regardless of any other cause or event that contributes concurrently or in any other sequence to the loss or damage:
 - a. Indirect or remote loss or damage.
 - b. Delay or loss of market; penalties for noncompletion of, or delay in completion of, any contract or noncompliance with any contract conditions; fines, penalties or punitive damages; or any costs incurred to eliminate or reduce any of the foregoing.
 - c. Interruption of business or other Time Element losses, unless specifically endorsed hereon.
 - d. Increase in hazard by any means within the control or knowledge of any officer, director, proprietor or partner of the Insured.
2. This policy does not insure against:
 - a. Extremes or changes of temperature or changes in relative humidity, all whether atmospheric or not; exposure to light; change in color or flavor or texture or finish; condensation, dampness, depletion, disease, wet or dry rot, inherent vice, latent defect, mildew, mold, spoilage, or decay; unless such damage results directly from other direct physical damage not otherwise excluded by this policy.

III. PREMIUM

The Premium shown in the Declarations shall be for the first twelve (12) month period commencing with the effective date of this agreement. This amount shall be subject to adjustment for the coverage of newly constructed properties or properties otherwise acquired or sold during that period, at terms to be agreed upon at the time of such acquisition, sale, or commencement of construction.

Premium for subsequent twelve (12) month periods may be adjusted at each anniversary computed at the rates in effect for such period.

IV. CONDITIONS

A. Abandonment

There shall be no abandonment to the Company of any property.

B. Action Against Company

No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this policy, and unless commenced within twelve (12) months from the date of the Occurrence.

C. Appraisal

If the Insured and this Company fail to agree on the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within twenty (20) days of such demand. The appraisers shall first select a competent and disinterested umpire, and, if failing for fifteen (15) days to agree upon such umpire, then, on the request of the Insured or this Company, such umpire shall be selected by a judge of a state or federal court of record in the state in which the damaged property is located. The appraisers shall then appraise the loss, stating separately the loss to each item; and, failing to agree, shall submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with this Company shall determine the amount of loss and shall be binding and final. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid by the parties equally.

D. Assignment

Assignment or transfer of this policy shall not be valid except with the prior written consent of the Company.

E. Assistance and Cooperation of the Insured

The Insured shall cooperate with the Company, and upon the Company's request and expense, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in conducting suits.

F. Brands and Labels

In case of damage to property that is covered by this policy and bears a brand, trademark, or label that in any way carries or implies the guarantee or the responsibility of the manufacturer or Insured, the salvage value of such damaged property shall be determined after removal of such brands, trademarks or identifying characteristics. The cost of such removal shall be borne by the insured.

G. Cancellation

The Company may cancel this insurance by giving the Insured written notice stating when, not less than ninety (90) days thereafter, (ten [10] days for nonpayment of premium) such cancellation shall be effective. This insurance may be canceled at any time by the Insured by surrender of this policy to the Company or by mailing or delivery to the Company written notice stating when thereafter such cancellation shall take effect.

Return premium shall be allowed the Insured on a pro rata basis if the Company cancels and on a short rate basis if the Insured cancels.

Payment or tender of any unearned premium by the Company shall not be a condition precedent to the effectiveness of Cancellation, but such payment shall be made as soon as practicable.

H. Company's Options

It shall be optional for this Company to take all, or any part, of the property at the agreed or appraised value, and also to repair, rebuild or replace the property destroyed or damaged with other of like kind, size, capacity and quality within a reasonable time, on giving notice of its intention to do so within thirty (30) days after the receipt of proof of loss herein required.

I. Deductibles

There shall be deducted from the amount of each claim for loss or damage arising out of one Occurrence, as defined herein, the amount stated in this policy as Deductible. Except as set forth below or as specifically endorsed hereon, in the event that more than one Deductible amount applies to any one Occurrence, then only the largest Deductible amount for that Occurrence shall be applied.

If this policy insures against both Property Damage and Time Element losses, the deductible amount(s) as shown in this policy shall apply separately to each such coverage, unless otherwise noted herein or endorsed hereon, even if both are involved in a single Occurrence.

If Time Element coverage(s) is endorsed to this policy, the terms of the deductibles applying to such coverage(s) shall be as set forth in such endorsement(s).

J. Due Diligence

The Insured shall, at the Insured's own expense, take all reasonable precautions to prevent imminent loss or damage to the Property Insured. The Insured shall also consider all reasonable recommendations of the Company to prevent direct physical loss or damage to the Property Insured.

K. Errors in Description

Any error in the description of the Premises Described as shown in the Declarations of this policy shall not operate to the prejudice of the Insured.

L. Inspection

The Company shall be permitted, but not obligated, to inspect, at all reasonable times, the property of the Insured. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of, or for the benefit of, the named Insured or others, to determine or warrant that such property is safe or healthful, nor that such property complies with laws, regulations, codes, or engineering or industry standards.

M. Limits and Sublimits of Liability

The Company shall not be liable for more than the amount shown in the Declarations as the Policy Limit of Liability for any one Occurrence. The inclusion of more than one Insured shall not operate to increase the limits of the Company's liability.

This policy may contain Sublimits of Liability applicable to specific coverages, specific causes of loss, specific kinds of loss, or specific locations. Any applicable sublimits are set forth in the Declarations. The Company shall not be liable for more than the amount of the Sublimit of Liability for any coverage for which there is a Sublimit of Liability specified in the Declarations. Each Sublimit of Liability shown in the Declarations is a part of, but is not in addition to, the Policy Limit of Liability. The Sublimit of Liability specified in the Declarations as applicable to a specific cause of loss shall apply to all losses arising out of any one Occurrence, whether such losses include damage to real or personal property, Time Element loss (if such coverage is separately endorsed hereon), or both.

EXAMPLES:

(1) Assume the policy contains a Time Element sublimit of \$20,000,000 and a Flood sublimit of \$5,000,000. A flood occurs, and the Insured sustains a property damage loss of \$10,000,000 and a Business Interruption (Time Element) loss of \$10,000,000. The Insured can recover only \$5,000,000 (total for both the property damage and for the Time Element losses) because the applicable Sublimit of Liability for Flood is \$5,000,000.

(2) Assume the policy contains a Time Element sublimit of \$5,000,000 and a Flood sublimit of \$15,000,000. A flood occurs, and the Insured sustains an \$8,000,000 property damage loss and a Business Interruption (Time Element) loss of \$10,000,000. The Insured can recover only \$13,000,000 (\$8,000,000 for property damage and \$5,000,000 for Time Element) because the Time Element sublimit is \$5,000,000.

The insurance provided by this policy as respects the perils of Earth Movement and Flood shall be subject to the annual aggregate sublimits as shown in the Declarations. The Company shall not be liable for more than the amount specified in the Declarations as annual aggregate for any one policy year as respects losses caused by the perils of Earth Movement and Flood. However, fire or explosion which occur as a direct result of a Flood or Earth Movement shall not: (1) be limited to the Flood or Earth Movement Sublimit, nor; (2) contribute to the annual aggregate for Flood or Earth Movement.

N. Loss Payable

Loss, if any, shall be adjusted with the Named Insured and shall be payable to the Insured and to any Mortgagee, Loss Payee, or other Named Insured, or as otherwise directed by the Insured.

O. Misrepresentation

This entire policy shall be void if any Insured, whether before or after a loss, has willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof or has committed any act of fraud, attempted fraud or false swearing touching any matter relating to this insurance or the subject thereof.

P. Other Insurance

The Company shall not be liable for loss under this policy if, at the time of loss, there is any other insurance which would attach if this insurance had not been effected, whether collectible or not. This insurance shall apply only as excess, and in no event as contributory insurance, and then only after all other insurance has been exhausted.

Q. Report of Values

Within ninety (90) days of each anniversary, the Insured shall file with this Company a statement of the 100% replacement cost values compiled as of the Insured's most recently ended fiscal year.

In the event the Insured fails to furnish the above values which are acceptable to this Company, then this Company shall not be liable under this policy for a greater proportion of any loss to Property Insured than the amount shown on the Reported Values Endorsement bears to the 100% replacement cost at the time of the loss.

R. Requirements in Case of Loss

When any insured loss or damage occurs, written notice shall be given by or on behalf of the Insured to the Company or any of its authorized agents as soon as practicable. The Insured shall protect the property from further damage and separate the damaged and undamaged personal property. The Company shall have reasonable time and opportunity to examine the property and the premises of the Insured before repairs are undertaken or physical evidence of the loss or damage is removed, except for protection or salvage.

The Insured shall submit a proof of loss statement, signed and sworn to by the Insured, as soon as practicable after a loss, but in no event later than ninety (90) days thereafter. It shall be in such a form as the Company may require, stating the knowledge and belief of the Insured as to the time and origin of the loss, the interest of the Insured and all others in the property, the value of the property involved, and the amount of loss or damage. It shall also show all encumbrances thereon; all other contracts of insurance, whether valid or not, covering any of said property; and any changes in the title, use, occupancy, location, possession, or exposures of said property since the issuance of the policy, and, if required and obtainable, shall furnish verified plans of the buildings, fixtures, and machinery destroyed or damaged.

The Insured, as often as may be reasonably required, shall produce for examination all books of account, bills, business records, invoices and other vouchers, or any other documents reasonably related to the procurement of this policy or to the scope and extent of the loss at such reasonable time and place as may be designated by this Company, and shall permit extracts and copies thereof to be made.

The Insured, and any officer, director, or employee thereof, shall, as often as may be reasonably requested by this Company, submit to examination under oath by any person named by this Company, while not in the presence of any other Insured, about any matter relating to this insurance or to any claim, and the Insured shall sign and return the original transcript of the examination within thirty (30) days after submission to the Insured.

S. Salvage and Recovery

When, in connection with any loss hereunder, any salvage or recovery is received subsequent to the payment of such loss, the loss shall be recalculated on the basis on which it would have been determined had the amount of salvage or recovery been known at the time the loss was originally determined. Any amounts thus found to be due either party from the other shall be paid promptly.

T. Special State Requirements

Any and all provisions of this policy which are in conflict with the statutes of the State wherein this Policy is applicable are understood, declared, and acknowledged by this Company to be amended to conform to such statutes.

U. Subrogation

In the event of any payment under this policy, the Company shall be subrogated to the Insured's rights of recovery therefor against any person or organization, and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after the Occurrence to prejudice such rights. However, permission is granted the Insured to waive subrogation provided such waiver is entered into by the Insured in writing, prior to the loss insured hereunder. Any recovery as a result of subrogation proceedings shall, after deduction of all expenses of such action, including attorneys' fees, be prorated between the Insured and the Company in the proportion that the amount of the loss paid by each bears to the total provable loss.

V. Suspension

Upon the discovery of a dangerous condition with respect to any Object insured by this policy, any representative of the Company may immediately suspend the insurance applicable to said Object by written notice mailed or delivered to the Insured at the address of the Insured as specified in the Declarations, or at the location of the Object. The insurance so suspended may be reinstated by the Company, but only by an endorsement issued to form a part of this policy. The Insured shall be allowed the unearned portion of the premium paid for such suspended insurance, pro rata, for the period of suspension.

As used in this policy, Object shall mean any boiler, fired or unfired pressure vessel, refrigerating or air conditioning system, piping and its accessory equipment and any mechanical or electrical machine or apparatus used for the generation, transmission or utilization of mechanical or electrical power.

W. Term of Insurance

"Term of Insurance", as shown in the Declarations of this policy, shall mean that period of time from 12:01 A.M. to 12:01 A.M., Standard Time, as to each of said dates shown, at the place where the loss occurs.

X. Vacant/Unoccupied Premises

Permission is given to cease operations, or for the premises to be vacant or unoccupied sixty for (60) consecutive days and for more than sixty (60) consecutive days provided:

1. the same degree of fire protection and watch service is maintained as existed at the time of the discontinuance of normal operations; and,
2. that written notice is given to the Company prior to the sixtieth (60th) consecutive day.

In the event the Insured fails to comply with the foregoing, all coverage otherwise provided under this policy is null and void at such locations.

Y. Valuation

Unless otherwise endorsed hereon, adjustment of loss under this policy shall be:

1. on raw materials, supplies and other merchandise not manufactured by the Insured, the replacement cost; and
2. on stock in process, the value of raw materials and labor expended plus the related proportion of overhead charges; and
3. on finished goods manufactured by the Insured, the regular cash selling price at the location where the loss occurs, less all discounts and charges to which the finished goods would have been subject had no loss occurred; and
4. on Valuable Papers and Records, the value blank plus the cost of transcription from duplicates or from originals, but this policy does not insure against the cost of reconstructing such records, unless endorsed hereon; and
5. on media, data, programs or other software stored on, or for use with, any computer or other electronic and electromechanical data processing and production equipment, the cost of reproducing such media, data, programs or other software from duplicates or backups or from originals of the previous generation of the data, programs or software, but this policy does not insure against any other cost, including research, engineering, or programming, of restoring or recreating data or programs lost, unless endorsed hereon; and

6. on catalysts or refractory material, the actual cash value of the material which equals the replacement cost at the time of loss or damage times the Remaining Useful Life Factor. The term Remaining Useful Life Factor means the normal useful life of the material in months minus the number of months the material had been in use at the time of the loss or damage, divided by the normal useful life of the material in months; and
7. on property sold or under conditional sale, the selling price; and
8. on all other property covered by this policy, the cost to repair or replace the damaged property with materials of like kind, size, capacity and quality subject to:
 - a. liability under these terms shall not exceed the smallest of the following:
 - i. the cost to repair, rebuild or replace on the same site with material of like kind, size, capacity and quality, whichever is smallest; or
 - ii. the actual expenditure incurred in repairing, rebuilding or replacing on the same or another site but not to exceed size and operating capacity that existed at the time of loss, whichever is smallest.
 - b. in the event of direct physical loss or damage to property which is not repaired, rebuilt or replaced within two (2) years from the date of direct physical loss or damage, this Company shall not be liable for more than the actual cash value (with proper deduction for depreciation) of the property destroyed.

All of the above to be computed as of the time and at the place of loss when, with due diligence and dispatch, rebuilding, repairing or replacement of the damaged or destroyed property could be effected.

V. DEFINITIONS

A. Earth Movement

The term Earth Movement shall mean any natural or man-made earth movement, including, but not limited to, earthquakes, shocks, tremors, landslides, avalanches, subsidence, sinkhole collapse, mud flow, rock fall, volcano, or any other similar earth movement.

B. Flood

The term Flood means flood waters, waves, tide or tidal water, tsunami, the release of water, the accumulation of rain or surface water, or the rising (including the overflowing or breaking of boundaries) of lakes, ponds, reservoirs, rivers, harbors, streams or other natural or man-made bodies of water, whether or not driven by wind. The foregoing notwithstanding, Storm Surge shall be considered Named Windstorm.

C. Hazardous Substances or Contaminants

The term Hazardous Substances or Contaminants means any solid, liquid, gaseous, or thermal irritant, contaminant, or pollutant, which includes, but is not limited to, smoke, soot, vapor, fumes, acids, alkalis, chemicals, bacteria, fungi, mold, viruses, spores, vaccines, and waste. Waste includes materials to be reconditioned, recycled, or reclaimed.

D. Insured

The term Insured means any Named Insured and any Additional Insured. The term Named Insured means the entity or entities specified in the Declarations as the Named Insured(s). The term Additional Insured means the entity or entities specified in the Declarations, or in any Endorsements to this policy, as an Additional Insured.

E. Occurrence

The term Occurrence shall mean any loss or series of losses arising out of one event, regardless of the number of locations affected. However, as respects the perils of Earth Movement and Flood, the term Occurrence shall mean the sum total of all the losses sustained by the Insured as the result of damage from Earth Movement or Flood which arise during a continuous period of seventy-two (72) hours. The Insured may elect the moment from which each of the aforesaid periods of seventy-two (72) hours shall commence; but no two such seventy-two (72) hour periods shall overlap.

Occurrence shall not mean "continuous or repeated exposure to conditions" unless physical loss or damage insured against by this policy ensues, and then this policy shall only cover such ensuing loss or damage; nor shall Occurrence mean "loss of use of tangible property that has not been physically injured or destroyed."

F. Premises Described

The term Premises Described means any location described in the Declarations of this policy or included as a Miscellaneous Unnamed Location or as a Newly Acquired Location, if applicable.

G. Product Recall

The term Product Recall means withdrawal of any product of any kind or nature from the market or from use because of known or suspected defect or deficiency therein.

H. Time Element

The term Time Element means any and all loss due to the interruption of the Insured's normal business operations, including, but not limited to, business interruption, extra expense, loss of rental income, and other similar economic losses, but this definition shall not otherwise expand or modify the coverage, if any, provided by this Policy or its Endorsements.

I. Valuable Papers and Records

The term Valuable Papers and Records shall mean abstracts, drawings, exposed film, manuscripts, maps, and records. The term Valuable Papers and Records shall not include media, data, programs or other software stored on, or used with, any computer or other electronic or electromechanical data processing and production equipment.

J. Storm Surge

A rising of the sea as a result of atmospheric pressure changes and wind associated with a Named Storm.

POLICY CHANGE ENDORSEMENT #1

FLORIDA CHANGES – 9 Pages

IL 02 55 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**FLORIDA CHANGES – CANCELLATION
AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 STANDARD PROPERTY POLICY

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

2. Cancellation For Policies In Effect 90 Days Or Less

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

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

b. However, Paragraph 2.a.(2) does not apply to a first Named Insured whose residential structure has been insured by us or an affiliated insurer for at least a five-year period immediately prior to the date of written notice. Instead, refer to Paragraph C.7.b.(4) of this endorsement.

c. We may not cancel:

- (1) On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or
- (2) On the basis of filing of claims for partial loss caused by sinkhole damage or clay shrinkage, regardless of whether this policy has been the subject of a sinkhole or clay shrinkage claim, or on the basis of the risk associated with the occurrence of such a claim. However, we may cancel this policy if:
 - (a) The total of such property insurance claim payments for this policy exceeds the current policy limits of coverage for property damage; or

(b) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.

(3) Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

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

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

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

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

C. The following is added to the Cancellation Common Policy Condition:

7. Cancellation For Policies In Effect For More Than 90 Days

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

(1) Nonpayment of premium;

(2) The policy was obtained by a material misstatement;

(3) There has been a failure to comply with underwriting requirements established by us within 90 days of the effective date of coverage;

(4) There has been a substantial change in the risk covered by the policy;

(5) The cancellation is for all insureds under such policies for a given class of insureds;

(6) On the basis of property insurance claims that are the result of an act of God, if we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;

(7) On the basis of filing of claims for partial loss caused by sinkhole damage or clay shrinkage, or on the basis of the risk associated with the occurrence of such a claim, if:

(a) The total of such property insurance claim payments for this policy exceeds the current policy limits of coverage for property damage; or

(b) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based; or

(8) On the basis of a single property insurance claim which is the result of water damage, if we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

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

(1) 10 days before the effective date of cancellation if cancellation is for nonpayment of premium; or

(2) 45 days before the effective date of cancellation if:

(a) Cancellation is for one or more of the reasons stated in Paragraphs 7.a.(2) through 7.a.(8) above; and

(b) This policy does not cover a residential structure or its contents; or

(3) 100 days before the effective date of cancellation if:

(a) Cancellation is for one or more of the reasons stated in Paragraphs 7.a.(2) through 7.a.(8) above; and

(b) This policy covers a residential structure or its contents, unless Paragraph 7.b.(4) applies.

However, if cancellation is to become effective between June 1 and November 30, we will mail or deliver to the first Named Insured written notice of cancellation at least 100 days prior to the effective date of cancellation or by June 1, whichever is earlier. Therefore, when cancellation is to become effective between September 9 and November 30, we will mail or deliver to the first Named Insured written notice of cancellation by June 1.

(4) 180 days before the effective date of cancellation if:

(a) Cancellation is for one or more of the reasons stated in Paragraphs 7.a.(2) through 7.a.(8) above; and

(b) The first Named Insured's residential structure has been insured by us or an affiliated insurer for at least a five-year period immediately prior to the date of the written notice.

D. The following is added:

NONRENEWAL

1. If we decide not to renew this policy we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the specific reason for nonrenewal, at least:

a. 45 days prior to the expiration of the policy if this policy does not cover a residential structure or its contents; or

b. 100 days prior to the expiration of the policy if this policy covers a residential structure or its contents, unless Subsection c. or d. applies.

c. If this policy covers a residential structure or its contents and nonrenewal is to become effective between June 1 and November 30, we will mail or deliver to the first Named Insured written notice of nonrenewal at least 100 days prior to the effective date of nonrenewal or by June 1, whichever is earlier. Therefore, when nonrenewal is to become effective between September 9 and November 30, we will mail or deliver to the first Named Insured written notice of nonrenewal by June 1. If nonrenewal is due to a revision to this policy's coverage for sinkhole losses or catastrophic ground cover collapse pursuant to the 2007 changes in the Florida Insurance Laws concerning such coverage, then this subsection, c., does not apply. Therefore, in such a case, Subsection b. or d. applies.

d. 180 days prior to the effective date of nonrenewal if the first Named Insured's residential structure has been insured by us or an affiliated insurer for at least a five-year period immediately prior to the date of the written notice.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. We may not refuse to renew this policy:

a. On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or

b. On the basis of filing of claims for partial loss caused by sinkhole damage or clay shrinkage, regardless of whether this policy has been the subject of a sinkhole or clay shrinkage claim, or on the basis of the risk associated with the occurrence of such a claim. However, we may refuse to renew this policy if:

(1) The total of such property insurance claim payments for this policy exceeds the current policy limits of coverage for property damage; or

(2) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.

c. Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

E. Limitations On Cancellation And Nonrenewal In The Event Of Hurricane Or Wind Loss – Residential Property

1. The following provisions apply to a policy covering a residential structure or its contents, if such property has sustained damage as a result of a hurricane or windstorm that is the subject of a declaration of emergency by the Governor and filing of an order by the Commissioner of Insurance Regulation:

a. Except as provided in Paragraph E.1.b., we may not cancel or nonrenew the policy until at least 90 days after repairs to the residential structure or its contents have been substantially completed so that it is restored to the extent that it is insurable by another insurer writing policies in Florida. If we elect to not renew the policy, we will provide at least 100 days' notice that we intend to nonrenew 90 days after the substantial completion of repairs.

b. We may cancel or nonrenew the policy prior to restoration of the structure or its contents, for any of the following reasons:

(1) Nonpayment of premium;

(2) Material misstatement or fraud related to the claim;

(3) We determine that you have unreasonably caused a delay in the repair of the structure; or

(4) We have paid the policy limits.

If we cancel or nonrenew for nonpayment of premium, we will give you 10 days' notice. If we cancel or nonrenew for a reason listed in Paragraph b.(2), b.(3) or b.(4), we will give you 45 days' notice.

2. With respect to a policy covering a residential structure or its contents, any cancellation or nonrenewal that would otherwise take effect during the duration of a hurricane will not take effect until the end of the duration of such hurricane, unless a replacement policy has been obtained and is in effect for a claim occurring during the duration of the hurricane. We may collect premium for the period of time for which the policy period is extended.

3. With respect to Paragraph E.2., a hurricane is a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service (hereafter referred to as NHC). The hurricane occurrence begins at the time a hurricane watch or hurricane warning is issued for any part of Florida by the NHC, and ends 72 hours after the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the NHC.

IL 04 01 10 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA – SINKHOLE LOSS COVERAGE

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS (OUTPUT POLICY) COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART

- A. When this endorsement is attached to the Standard Property Policy CP 00 99, the term Coverage Part in this endorsement is replaced by the term Policy.
- B. When this endorsement is attached to the Farm Livestock Coverage Form, reference to loss (other than in the term Sinkhole Loss itself) means "loss" as defined in that Coverage Form.
- C. The following is added to this Coverage Part as a Covered Cause of Loss. In the forms which address "specified causes of loss", the following is also added as a "specified cause of loss". However, as a "specified cause of loss", the following does not apply to the Additional Coverage – Collapse.

Sinkhole Loss, meaning loss or damage to Covered Property when structural damage to the building, including the foundation, is caused by settlement or systematic weakening of the earth supporting the building, only when such settlement or systematic weakening results from movement or raveling of soils, sediments, or rock materials into subterranean voids created by the effect of water on a limestone or similar rock formation.

Coverage for Sinkhole Loss includes stabilization of the building (including land stabilization) and repair to the foundation provided such work is in accordance with the requirements of Florida Insurance Law and in accordance with the recommendation of a professional engineer and in consultation with you. The professional engineer must be selected or approved by us. However, until you enter into a contract for performance of building stabilization or foundation repair:

1. We will not pay for underpinning or grouting or any other repair technique performed below the existing foundation of the building; and
2. Our payment for Sinkhole Loss to Covered Property may be limited to the actual cash value of the loss to such property.

After you have entered into a contract for performance of building stabilization or foundation repair, we will pay the amounts necessary to begin and perform such repairs as the work is performed and the expenses are incurred. If repair has begun and the aforementioned professional engineer determines that the repairs will exceed the applicable Limit of Insurance, we will pay only the remaining portion of the applicable Limit of Insurance upon such determination. The most we will pay for the total of all Sinkhole Loss, including building and land stabilization and foundation repair, is the applicable Limit of Insurance on the affected building.

- D. Sinkhole Loss does not include:
1. Sinking or collapse of land into man-made underground cavities; or
 2. Earthquake.
- E. With respect to coverage provided by this endorsement, the Earth Movement exclusion and the Collapse exclusion do not apply.
- F. With respect to a claim for alleged Sinkhole Loss, the following provision is added:

Following receipt by us of a report from a professional engineer or professional geologist on the cause of loss and recommendations for land stabilization and repair of property, or if we deny your claim, we will notify you of your right to participate in a neutral evaluation program administered by the Florida Department of Financial Services (hereinafter referred to as the Department). For alleged Sinkhole Loss to commercial residential or farm residential properties, this program applies instead of any mediation or appraisal procedure set forth elsewhere in this policy.

You or we may file a request with the Department for neutral evaluation; the other party must comply with such request. We will pay the costs associated with the neutral evaluation, regardless of which party makes the request. The neutral evaluator will be selected from a list maintained by the Department. The recommendation of the neutral evaluator will not be binding on you or us.

Participation in the neutral evaluation program does not change your right to file suit against us in accordance with the Legal Action Against Us Condition in this policy; except that the time for filing suit is extended for a period of 60 days following the conclusion of the neutral evaluation process or five years, whichever is later.

- G. Coverage for Sinkhole Loss under this endorsement does not increase the applicable Limit of Insurance. Even if loss or damage qualifies under, or includes, both Catastrophic Ground Cover Collapse (addressed elsewhere in this Coverage Part) and Sinkhole Loss, only one Limit of Insurance will apply to such loss or damage.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**FLORIDA CHANGES – MEDIATION OR APPRAISAL
(COMMERCIAL RESIDENTIAL PROPERTY)**

This endorsement modifies insurance provided under the following:

BUILDERS RISK COVERAGE FORM (COMMERCIAL PROPERTY COVERAGE PART)
 BUILDING AND PERSONAL PROPERTY COVERAGE FORM
 CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 CONDOMINIUM ASSOCIATION COVERAGE FORM
 CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
 MORTGAGEHOLDERS ERRORS AND OMISSIONS COVERAGE FORM
 STANDARD PROPERTY POLICY

A. With respect to a loss to commercial residential property, the following replaces the Appraisal Condition (unless Paragraph B. applies):

MEDIATION OR APPRAISAL

If we and you disagree on the value of the property or the amount of loss, either may request:

1. A mediation of the loss in accordance with the rules established by the Florida Department of Financial Services. The loss amount must be \$500 or more, prior to application of the deductible; or there must be a difference of \$500 or more between the loss settlement amount we offer and the loss settlement amount that you request. The settlement in the course of mediation is binding only if both parties agree, in writing, on a settlement, and you have not rescinded the settlement within 3 business days after reaching settlement. You may not rescind the settlement after cashing or depositing the settlement check or draft we provided to you.

We will pay the cost of conducting any mediation conference except when you fail to appear at a conference. That conference will then be rescheduled upon your payment of the mediator's fee for that rescheduled conference. However, if we fail to appear at a mediation conference, we will pay your actual cash expenses you incur in attending the conference and also pay the mediator's fee for the rescheduled conference.

2. An appraisal of the loss, in writing. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

However, you are not required to submit to, or participate in, any appraisal of the loss as a precondition to action against us for failure to pay the loss, if we:

- a. Requested mediation and either party rejected the mediation result; or
- b. Failed to notify you of your right to participate in the mediation program.

B. With respect to a loss to commercial residential property, the following replaces the Appraisal Condition in the Mortgageholders Errors And Omissions Coverage Form:

MEDIATION OR APPRAISAL – COVERAGES A AND B ONLY

If we and you disagree on the amount of loss, either may request:

1. A mediation of the loss in accordance with the rules established by the Florida Department of Financial Services. The loss amount must be \$500 or more, prior to application of the deductible; or there must be a difference of \$500 or more between the loss settlement amount we offer and the loss settlement amount that you request. The settlement in the course of mediation is binding only if both parties agree, in writing, on a settlement, and you have not rescinded the settlement within 3 business days after reaching settlement. You may not rescind the settlement after cashing or depositing the settlement check or draft we provided to you.

We will pay the cost of conducting any mediation conference except when you fail to appear at a conference. That conference will then be rescheduled upon your payment of the mediator's fee for that rescheduled conference. However, if we fail to appear at a mediation conference, we will pay your actual cash expenses you incur in attending the conference and also pay the mediator's fee for the rescheduled conference.

2. An appraisal of the loss, in writing. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

However, you are not required to submit to, or participate in, any appraisal of the loss as a precondition to action against us for failure to pay the loss, if we:

- a. Requested mediation and either party rejected the mediation result; or
- b. Failed to notify you of your right to participate in the mediation program.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – LEGAL ACTION AGAINST US

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART

The following replaces the second paragraph of the Legal Action Against Us Condition:

LEGAL ACTION AGAINST US

Legal action against us involving direct physical loss or damage to property must be brought within 5 years from the date the loss occurs.

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POLICY CHANGE ENDORSEMENT #2**ACCOUNTS RECEIVABLE ENDORSEMENT – 1 Page**

This policy is extended to cover any shortage in collection of accounts receivable, resulting from direct physical loss or damage insured against by this policy to the Insured's books of account or other records, subject to the following conditions:

- A. In the event of loss hereunder, the Insured shall use all reasonable diligence and dispatch, including legal action, if necessary, to effect collection of outstanding accounts receivable, the records for which have been destroyed, and the extra cost, if any, incurred thereby shall constitute a claim to the extent that it reduces the loss hereunder. This Company shall also be liable for interest charges on any loan to offset impaired collections pending repayment of such sum uncollectible as the result of such damage or destruction.
- B. Unearned interest and service charges on deferred payment accounts and normal credit losses on bad debts shall be deducted in determining the recovery hereunder.
- C. The settlement of any loss hereunder shall be made within ninety (90) days from the date of such damage or destruction, and all amounts recovered by the Insured on accounts receivable outstanding at the time of such damage or destruction shall belong, and be paid to, this Company by the Insured up to a total not exceeding the amount of loss paid hereunder, but all recoveries in excess of that amount shall belong to the Insured.
- D. In the event it is possible to reconstruct the Insured's accounts receivable records after they have been damaged or destroyed so that no shortage in collection of accounts receivable is sustained, this Company shall be liable only for the cost of material and time required, with the exercise of due diligence and dispatch, to re-establish or reconstruct such accounts receivable records, but only so far as not covered by any other form of insurance.
- E. This endorsement does not apply to loss due to bookkeeping, accounting or billing errors or omissions, or errors or omissions in machine programming or instructions to machines, or computer error or malfunction of any kind or nature.
- F. This endorsement does not apply to loss due to alteration, falsification, manipulation, concealment, destruction or disposal of accounts receivable records committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities or other property, but only to the extent of such wrongful giving, taking, obtaining or withholding.
- G. The Insured agrees to use any suitable property or service owned or controlled by the Insured or obtainable from other sources in reducing the loss under this endorsement.

The Company's total liability under this provision shall be limited to the amount of the Sublimit of Liability for Accounts Receivable specified in the Declarations, as more fully explained in the Limits and Sublimits of Liability Condition of this policy.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

POLICY CHANGE ENDORSEMENT #3**BOILER AND MACHINERY DEFINITION – 2 Pages**

The following is hereby added to the Definitions section of the policy:

The term Boiler and Machinery, as used in this policy, means that form of Occurrence that is an Accident to an Object, as defined in this endorsement.

1. Accident

- a. The term Accident shall mean a sudden and accidental breakdown of an Object, or any part thereof, which manifests itself at the time of its occurrence by physical damage to the Object that necessitates repair or replacement of the Object or part thereof; but Accident shall not mean:

the breakdown of any structure or foundation supporting the Object, or any part thereof; or

- ii) an explosion of gas or unconsumed fuel within the furnace of any Object, or within the passages from the furnace of said Object to the atmosphere, whether or not such explosion (a) is contributed to, or aggravated by, an Accident to any part of said Object that contains steam or water, or (b) is caused in whole or in part, directly or indirectly, by an Accident to any Object or part thereof; nor shall the Company be liable for any loss from an Accident caused directly or indirectly by such explosion; or
- iii) explosion of any Object other than:
- a) any steam boiler, steam piping, steam turbine, gas turbine, steam engine, or
b) any machine when such loss is caused by centrifugal force or mechanical breakdown.

2. Object

Except as otherwise specifically designated herein, the term Object shall mean:

- a. any boiler, any fired vessel, any unfired vessel subject to vacuum or internal pressure other than static pressure of contents; any refrigerating system, or any piping and its accessory equipment, and including any boiler or pressure vessel mounted on mobile equipment; and any mechanical or electrical machine or electrical apparatus used for the generation, transmission or utilization of mechanical or electrical power;
- b. but Object shall not include:
- i) any boiler setting; or
- ii) any insulating or refractory material; or
- iii) any sewer piping, any underground gas piping, any piping forming a part of a sprinkler system or any water piping other than:
- a) feed water piping between any boiler and its feed pumps or injectors; or
b) boiler condensate return piping; or
- iv) any structure or foundation, other than a bedplate of a machine; or
- v) any penstock or draft tube; or
- vi) part of a boiler, fired vessel or electric steam generator that does not contain steam or water;

- or
vii) as respects any gas turbine of the internal combustion type, the combustor of such Object shall not be considered to be a furnace as the word is used in the Definition of Accident.

3. Exclusions

This endorsement shall not apply to loss caused by or resulting from:

- a. fire concomitant with or following an Accident or from the use of water or other means to extinguish fire, or
- b. fire outside any electrical machine or electrical apparatus concomitant with or following an Accident or from the use of water or other means to extinguish fire; or
- c. an Accident caused directly or indirectly by fire or from the use of water or other means to extinguish fire; or
- d. a combustion explosion outside any Object concomitant with or following an Accident; or
- e. an Accident caused directly or indirectly by a combustion explosion outside any Object; or
- f. Flood, Earth Movement, wind, hail, weight of ice or snow, freezing caused by cold weather, or lightning;
- g. an explosion within the furnace of any chemical recovery-type boiler or within the passages from the furnace to the atmosphere, whether or not such explosion:

- (1) is contributed to or aggravated by an Accident to any part of said boiler that contains steam or water, or
- (2) is caused in whole or in part, directly or indirectly, by an Accident to any Object or part thereof.

4. Special Provisions

1. When a vessel uses a heat transfer medium other than water or steam, this medium or its vapor will be considered as substitutes for the words "water or steam."

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

POLICY CHANGE ENDORSEMENT #4

CALIFORNIA EARTH MOVEMENT EXCLUSION – 1 Page

It is hereby understood and agreed the Peril of Earth Movement in the state of California is excluded from coverage.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

POLICY CHANGE ENDORSEMENT #5**CANCELLATION – MODIFICATION OF NOTICE BY THE COMPANY – 1 Page**

It is agreed that the Cancellation Condition of the policy is deleted and the following substituted therefore:

The Company may cancel this insurance by giving the Insured written notice stating when, not less than ninety (90) days thereafter (ten [10] days for nonpayment of premium) such cancellation shall be effective. This insurance may be cancelled at any time by the Insured by surrender of this policy to the Company or by mailing or delivery to the Company written notice stating when thereafter such cancellation shall take effect.

Return premium shall be allowed the Insured on a pro rata basis if the Company cancels and on a short rate basis if the Insured cancels.

Payment or tender of any unearned premium by the Company shall not be a condition precedent to the effectiveness of cancellation; but such payment shall be made as soon as practicable.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

POLICY CHANGE ENDORSEMENT #6**COVERAGE TERRITORY ENDORSEMENT – 1 Page**

Payment of loss under this policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

POLICY CHANGE ENDORSEMENT #7**DATA DISTORTION/CORRUPTION EXCLUSION – 1 Page**

It is noted and agreed this policy is hereby amended as follows:

The Insurer will not pay for Damage or Consequential loss directly or indirectly caused by, consisting of, or arising from:

- (A) Any functioning or malfunctioning of the Internet or similar facility, or of any intranet or private network or similar facility,
- (B) Any corruption, destruction, distortion, erasure or other loss or damage to data, software or any kind of programming or instruction set,
- (C) Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing inability or failure of the Insured to conduct business.

This endorsement shall not exclude subsequent Damage or Consequential loss, not otherwise excluded, which itself results from a Defined Peril not otherwise excluded. Defined Peril shall mean: Fire, Lightning, Earthquake, Explosion, Falling Aircraft, Flood, Smoke, Vehicle Impact, Windstorm or Tempest, Accidental Breakdown of an Object including Mechanical and Electrical Breakdown.

This Endorsement shall not act to increase or broaden coverage afforded by this policy.

Such Damage or Consequential Loss described in A, B, or C above, is excluded regardless of any other cause that contributed concurrently or in any other sequence.
In consequence of all the foregoing the Annual Premium remains unaltered.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

POLICY CHANGE ENDORSEMENT #8**ELECTRONIC DATA PROCESSING MEDIA WITH EXTRA EXPENSE – 2 Pages****A. INSURING AGREEMENT**

The policy to which this endorsement is attached is extended to cover the Extra Expense incurred by the Insured during a Period of Restoration. This Extra Expense must be caused by direct physical loss or damage insured against by this policy. In addition, the loss or damage must be to media, data, programs or other software stored on, or for use with, any computer or other electronic or electromechanical data processing equipment or production equipment, or associated air conditioning or electrical equipment systems utilized by the Insured, all located at Premises Described in the Declarations.

Item No. 5 of the Valuation Clause of the Conditions Section of the policy is hereby deleted and replaced by the following:

on media, data, programs or other software stored on, or for use with, any computer or other electronic and electromechanical data processing and production equipment, the cost of reproducing such media, data, programs or other software.

B. DEFINITIONS

The following terms, wherever used in this endorsement, shall be defined as follows:

1. Extra Expense

The term Extra Expense shall mean:

- a. the reasonable and necessary extra expenses incurred to temporarily continue as nearly Normal as practicable the conduct of the Insured's business; or
- b. the reasonable and necessary extra costs of temporarily using property or facilities of the Insured or others.

At the end of the Period of Restoration specified elsewhere in this endorsement, any value remaining in property obtained in connection with a. or b. above shall be taken into consideration in the determination of the actual loss sustained.

In no event shall these expenses include loss of income or normal costs which would have been incurred in conducting the business during the same period had no damage insured against occurred, or the cost of permanent repair or replacement of property that has been damaged or destroyed.

2. Normal

The term Normal shall mean the condition that would have existed had no damage of the type insured against occurred. In determining the indemnity payable under this endorsement, due consideration shall be given to the experience of the business before the loss and probable experience thereafter had no loss occurred.

3. Period of Restoration

The term Period of Restoration shall mean the length of time as would be required, with the exercise of due diligence and dispatch, to rebuild, repair or replace such described property as has been lost or damaged with materials of like kind, size, capacity, and quality. It shall also include such additional time required to make such property ready for operations under the same or equivalent physical operating conditions that existed prior to the direct physical loss or damage, unless otherwise provided in this endorsement. The Period of Restoration shall not include any additional time required for making changes to buildings, equipment or contents regardless of the reason(s) for the changes, except as provided for in the Demolition and Increased Cost of Construction provision of the Additional Coverages section, nor does it include any additional time required for restaffing or retraining employees or for delay of any kind caused by labor disputes, including strikes.

The liability of the Company under this endorsement shall not be limited by the expiration of this policy.

C. EXCLUSIONS

This endorsement does not cover:

1. Any period during which business would not, or could not, have been conducted had direct physical damage to the Premises Described in the Declarations, as insured hereunder, not occurred.
2. Any Extra Expense incurred as a result of damage to finished products manufactured by the Insured, nor the time required for their reproduction.
3. Any Extra Expense incurred due to the suspension, cancellation or lapse of any lease, contract, license or order nor any loss due to fines or damage for breach of contract or for late or non-completion of orders or penalties of whatever nature, nor shall the Company be liable for any Extra Expense incurred due to any other consequential or remote loss.
4. Any Extra Expense resulting from loss or damage to property in transit or property in the course of construction.
5. Any loss or damage caused by or resulting from errors or omissions in machine programming or instructions to machines, or computer error or malfunction of any kind or nature.

D. USE OF OTHER PROPERTY

The Insured shall use any suitable property or service owned or controlled by the Insured or obtainable from other sources in reducing the Extra Expense incurred under this endorsement.

E. LIABILITY

The Company's total liability under this provision shall be limited to the amount of the Sublimit of Liability for Extra Expense specified in the Declarations, as more fully described in the Limits and Sublimits of Liability Condition of this policy.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

POLICY CHANGE ENDORSEMENT #9**ERRORS AND OMISSIONS – 1 Page**

It is agreed that the following is hereby added to the Additional Coverages section of the policy:

Any unintentional error or omission made by the Insured on the description or location of Property Insured or any failure through unintentional error to include any location owned or occupied at inception shall not void or impair coverage provided by this policy. It is a condition of this coverage that any error or omission shall be reported and corrected when discovered.

The Company's total liability under this provision shall be limited to the amount of the Limit or Sublimit of Liability for this endorsement as specified in the Declarations, as more fully described in the Limits and Sublimits of Liability Condition of this policy.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

POLICY CHANGE ENDORSEMENT #10**EXTRA EXPENSE ENDORSEMENT – 3 Pages****A. INSURING AGREEMENT**

The policy to which this Time Element endorsement is attached is extended to cover the Extra Expense incurred by the Insured during a Period of Restoration. This Extra Expense must be caused by direct physical loss or damage insured against by this policy. In addition, the loss or damage must be to property not otherwise excluded by this policy, utilized by the Insured, and located at the Premises Described in the Declarations.

B. DEFINITIONS

The following terms, wherever used in the endorsement, shall be defined as follows:

1. Extra Expense

The term Extra Expense shall mean:

- a. the reasonable and necessary extra expenses incurred to temporarily continue as nearly normal as practicable the conduct of the Insured's business; and
- b. the reasonable and necessary extra costs of temporarily using property or facilities of the Insured or others.

At the end of the Period of Restoration specified elsewhere in this endorsement, any value remaining in property obtained in connection with a. or b. above shall be taken into consideration in the determination of the actual loss sustained.

In no event shall these expenses include loss of income, normal costs which would have been incurred in conducting the business during the Period of Restoration had no damage insured against occurred, or the cost of permanent repair or replacement of property that has been damaged or destroyed.

2. Normal

The term Normal shall mean the condition that would have existed had no damage of the type insured against occurred. In determining the indemnity payable under this endorsement, due consideration shall be given to the experience of the business before the loss and the probable experience thereafter had no loss occurred.

3. Period of Restoration

The term Period of Restoration shall mean the length of time as would be required, with the exercise of due diligence and dispatch, to rebuild, repair or replace such described property as has been lost or damaged with materials of like kind, size, capacity, and quality. It also includes such additional time required to make such property ready for operations under the same or equivalent physical operating conditions that existed prior to the direct physical loss or damage, unless otherwise provided in this endorsement. The Period of Restoration shall not include any additional time required for making changes to buildings, equipment or contents, regardless of the reason(s) for the changes, except as provided for in the Demolition and Increased Cost of Construction provision of the Additional Coverages section; nor does it include any additional time required for restaffing or retraining employees or for delay of any kind caused by labor disputes, including strikes.

The liability of the Company under this endorsement shall not be limited by the expiration of this policy.

C. EXCLUSIONS

This endorsement does not cover:

1. Any period during which business would not, or could not, have been conducted had direct physical damage to the Premises Described in the Declarations, as insured hereunder, not occurred.
2. Any Extra Expense incurred as a result of damage to finished products manufactured by the Insured, nor the time required for their reproduction.
3. Any Extra Expense incurred due to the suspension, cancellation or lapse of any lease, contract, license or order, nor any loss due to fines or damage for breach of contract or for late or non-completion of orders or penalties of whatever nature; nor shall the Company be liable for any Extra Expense incurred due to any other consequential or remote loss.
4. Any Extra Expense resulting from loss or damage to property in transit or property in the course of construction.
5. Any loss or damage caused by or resulting from errors or omissions in machine programming or instructions to machines; or computer error or malfunction of any kind or nature.

D. DEDUCTIBLES

In addition to the Deductible Condition of this policy, the following may also apply:

If a number of hours/days apply as a Time Element deductible, then this Company shall not be liable for any losses under this Time Element endorsement occurring during the specified number of hours/days immediately following the Occurrence.

If a multiple of the Average Daily Value deductible is indicated for Time Element coverage, then the deductible amount shall be calculated as follows. With respect to any loss or expense for which the Company would be liable under the Time Element coverage(s), there shall first be deducted the amount obtained by multiplying the Average Daily Value for the affected location(s) at the time of such loss by the factor shown in the Declarations of the policy.

1. If Time Element coverage is also provided under the Business Interruption Gross Earnings endorsement, the following shall apply.

The Average Daily Value will be determined by dividing the actual Gross Earnings less costs that would have been earned had no loss occurred by the actual number of working days, had no loss occurred, during the period of interruption, with due consideration being given to the experience of the business before the loss and the probable experience thereafter.

2. If Time Element coverage is also provided under the Business Interruption Actual Loss Sustained endorsement, the following shall apply.

The Average Daily Value will be determined by dividing the actual amount of net profits, fixed charges and expenses that would have been earned had no loss occurred by the actual number of working days, had no loss occurred, during the period of interruption, with due consideration being given to the experience of the business before the loss and the probable experience thereafter.

E. INTERRUPTION BY CIVIL AUTHORITY

This policy is also extended to include the Extra Expense incurred by the Insured, during the length of time, not exceeding two (2) consecutive weeks, when access to or from such Premises Described in the Declarations is specifically prohibited by order of civil or military authority. Such prohibition must be as a direct result of a peril not otherwise excluded to property of a type not otherwise excluded.

F. USE OF OTHER PROPERTY

The Insured shall use any suitable property or service owned or controlled by the Insured or obtainable from other sources in reducing the Extra Expense incurred under this endorsement.

G. LIABILITY

The Company's total liability under this provision shall be limited to the amount of the Sublimit of Liability for Extra Expense specified in the Declarations, as more fully described in the Limits and Sublimits of Liability Condition of this policy.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

POLICY CHANGE ENDORSEMENT #11**EXTRA EXPENSE COVERAGE RESTRICTION – 1 Page**

This endorsement changes the policy. Please read it carefully.

It is agreed that there shall be no recovery under this policy for any Extra Expense incurred in the generation, transmission, purchase, replacement, trading or distribution of electrical power.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

POLICY CHANGE ENDORSEMENT #12**NAMED WINDSTORM DEFINITION – 1 Page**

For the purpose of this deductible, Named Windstorm is defined as a tropical storm or hurricane as designated by the National Oceanic and Atmospheric Administration, and including Storm Surge and/or any tornadoes spawned by such designated storms. NOAA defines tropical storms and hurricanes according to the Saffir/Simpson Scale which measures wind speeds at 32.9 feet above sea level for a 60 second duration reaching minimum wind speeds of 39 mph.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

POLICY CHANGE ENDORSEMENT #13**POLITICAL RISK EXCLUSION – 1 Page**

This policy does not insure loss or damage caused by or resulting from:

Confiscation, expropriation, nationalization, commandeering, requisition or destruction of or damage to property by order of the Government de jure or de facto or any public, municipal or local authority of the country or area in which the property is situated; seizure or destruction under quarantine or customs regulation.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

POLICY CHANGE ENDORSEMENT #14**SERVICE INTERRUPTION – 1 Page**

This policy, and any Time Element endorsement(s) attached hereto, is (are) extended to cover:

1. the direct physical loss or damage, not otherwise excluded, to Property Insured hereunder; and
2. the necessary interruption of business conducted by the Insured as defined in any attached Time Element endorsement(s),

resulting from the lack of incoming electricity, fuel, water, gas, steam, refrigerant or from the lack of sewage disposal caused by a peril not otherwise excluded herein to property of a type not otherwise excluded herein, provided the duration of such interruption of service is in excess of twenty-four (24) hours.

It is further agreed that solely as respects the coverage provided by this endorsement, the following Conditions of Property Exclusions and Other Exclusions are deleted: contamination; shrinkage; evaporation; loss of weight; loss of contents of containers by leakage; extremes or changes of temperature or changes in relative humidity, all whether atmospheric or not; exposure to light; change in color or flavor or texture or finish; condensation; dampness; or depletion.

However, coverage under this endorsement shall not apply to loss resulting from damage to tracks; trestles; bridges; tunnels; electrical transmission and distribution lines; line transformers; towers and poles; cables; pipes and pipelines; and equipment or apparatus connected therewith.

The Company's total liability under this endorsement shall be limited to the amount of the Sublimit of Liability for Service Interruption specified in the Declarations, as more fully explained in the Limits and Sublimits of Liability Condition of this policy.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

POLICY CHANGE ENDORSEMENT #15**TERRORISM EXCLUSION – CERTIFIED ACTS – 1 Page**

This insurance does not apply to loss, injury, damage, claim or suit, arising directly or indirectly as a result of an "act of terrorism", which is defined in the Terrorism Risk Insurance Act of 2002, as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2007 (collectively, "TRIA") as follows:

(1) ACT OF TERRORISM

(A) **CERTIFICATION.** - The term "act of terrorism" means any act that is certified by the Secretary [of the Treasury], in concurrence with the Secretary of State, and the Attorney General of the United States -

- (i) to be an act of terrorism;
- (ii) to be a violent act or an act that is dangerous to -
 - (I) human life;
 - (II) property; or
 - (III) infrastructure;
- (iii) to have resulted in damage within the United States, or outside of the United States in the case of -
 - (I) an air carrier or vessel [described in TRIA]; or
 - (II) the premises of a United States mission; and
- (iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

(B) **LIMITATION.** - No act shall be certified by the Secretary as an act of terrorism if -

- (i) the act is committed as part of the course of a war declared by the Congress, except that this clause shall not apply with respect to any coverage for workers' compensation; or
- (ii) property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000.

(C) **DETERMINATIONS FINAL.** - Any certification of, or determination not to certify, an act as an act of terrorism under this paragraph shall be final, and shall not be subject to judicial review.

(D) **NONDELEGATION.** - The Secretary may not delegate or designate to any other officer, employee, or person, any determination under this paragraph of whether, during the effective period of the Program, an act of terrorism has occurred.

The following applies solely to commercial property policies:

Where required by state law, if an act of terrorism results in fire, the Insurer will pay for the direct loss or damage to Covered Property, as this term is defined in the commercial property policy, caused by that fire.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

POLICY CHANGE ENDORSEMENT #16**VALUABLE PAPERS AND RECORDS – 1 Page**

It is agreed that Item 4 of the Valuation clause of the Conditions section of the policy is hereby deleted and replaced by the following:

4. on Valuable Papers and Records, the value blank, plus the cost of transcription from duplicates or from originals, including the cost of labor incurred by the Insured for reconstructing such Valuable Papers and Records.
 - A. This endorsement does not insure against loss or damage to:
 1. property covered under this endorsement, if such property cannot be replaced with other(s) of like kind, size, capacity and quality, or restored to usable condition; or
 2. property held as samples or for sale or for delivery after sale.
 - B. This endorsement does not insure against loss:
 1. resulting from errors or omissions in processing or copying; or errors or omissions in machine programming or instructions to machines; or computer error or malfunction of any kind or nature; or
 2. resulting from unauthorized instructions to transfer property to any person or to any place; or
 3. resulting from voluntary parting with any property by the Insured or any associate, proprietor, partner, director, trustee, or officer of any Insured, if induced to do so by any fraudulent scheme, tricks, device or false pretense.

The Company's total liability under this provision shall be limited to the amount of the Sublimit of Liability for Valuable Papers and Records specified in the Declarations, as more fully explained in the Limits and Sublimits of Liability Condition of this policy.

Any loss hereunder that exceeds the Sublimit of Liability for Valuable Papers and Records specified in the Declarations shall be paid on the basis of the value blank plus the cost of transcription from duplicates or from originals of said valuable papers and records.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

POLICY CHANGE ENDORSEMENT #17**WIND – 1 Page**

It is agreed that the following is hereby added to the Definitions section of the policy:

Wind

The term Wind shall include, but not be limited to, cyclone, tornado, hurricane, or windstorm arising out of atmospheric disturbances or conditions.

As respects Wind, the term Occurrence shall mean the sum total of all the losses sustained by the Insured as the result of damage from Wind and any resulting damage, which arise during a continuous period of seventy-two (72) hours. The Insured may elect the moment from which each of the aforesaid periods of seventy-two (72) hours shall commence; but no two such seventy-two (72) hour periods shall overlap.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

POLICY CHANGE ENDORSEMENT #18**GENERAL CHANGE ENDORSEMENT – 1 Page**

It is hereby understood and agreed the policy is amended as follows:

1. 100 Year Flood Zones as determined by FEMA, Critical Earth Movement and Gas Turbine Generator Units are not insured as respects to Newly Acquired Locations or Miscellaneous Unnamed Locations.
2. Contractor's Equipment is not insured as respects to Newly Acquired Locations.
3. Property in the Course of Construction (COC) coverage only applies to those projects where the total contract value does not exceed the Course of Construction (COC) Sublimit.
4. Service Interruption sublimit applies only to Time Element coverage provided by the policy and is subject to one (1) mile limitation from the Insured Premises.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

POLICY CHANGE ENDORSEMENT #19

REPORTED VALUES – 1 Page

This endorsement applies from the above effective date and expires as of October 1, 2014

100% Replacement Cost Value: \$ 1,043,352,677

Business Interruption Annual Value: *No Coverage provided*

A handwritten signature in dark ink, followed by the date "11/4/14" written in a smaller, slanted script.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

POLICY CHANGE ENDORSEMENT #20**FEMA PRIORITY OF PAYMENTS – 1 Page**

As respects loss or damage to property covered under this policy from a disaster declared by the Federal Emergency Management Agency (FEMA), recovery under this policy will first be applied to Committed Building(s) which are otherwise ineligible for recovery from FEMA either partially or wholly, at the Insured's option.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

POLICY CHANGE ENDORSEMENT #21**FLOOD ZONE A DEFINITION – 1 Page**

It is agreed that the following is hereby added to the Definitions section of the policy:

Flood at any location which, at the time of loss, has been designated by the Federal Emergency Management Agency (FEMA) to be situated within Flood Zone "A" (100-year flood).

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

POLICY CHANGE ENDORSEMENT #22**TRANSFORMER DEFINITION – 1 Page**

It is agreed that the following is hereby added to the Definitions section of the policy:

The term Transformer means any transformer unit but does not include (1) any electrical conductor or piping leading to or from the transformer, or (2) electronic computer or electronic data processing equipment.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

POLICY CHANGE ENDORSEMENT #23**NAMED ADJUSTER**

It is hereby understood and agreed that the following change is made to this policy effective October 1, 2014

It is agreed that at the Insured's option, the Company will use Patrick Jeremy with PowerGen Claims, LLC for the adjustment of all claims made against this policy. This assignment may be changed by mutual consent of the Insured and the Company.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

POLICY CHANGE ENDORSEMENT #24**CARRIER SPECIFIC NON-CONCURRENCY(IES) – 2 Pages**

It is hereby understood and agreed that the following change is made to this policy:

Policy Language Applicable to the Individual Company(ies) Noted

In addition to each Company(ies)'s Declaration's Page (excluding any pre-printed terms and conditions), Price, Renewal Date, Premium Credits, Premium Payment Conditions, State Statute Amendatory Endorsements and Producer Compensation Notices / Disclosures, if applicable; the following Company(ies)'s endorsements, forms, exclusions, etc... are added and apply only towards the individual Company(ies) to which such is noted. No other Company(ies) may claim such wording as their own, whether more or less restrictive, in the event of loss to apply against all recovery.

The terms and conditions contained within this policy shall supersede those of any General Policy Conditions; General Property Conditions; terms and conditions within a Policy Jacket; Fire Policy Form; terms and conditions of the Declarations Page which conflict with the policy; and any other endorsements or conditions added by the Company(ies) upon policy's issuance or thereafter which are not noted in the above paragraph or listed below or have not been previously advised and agreed to by the Insured.

Engineering fees, loss prevention fees, object certificates fees, plan reviews and subsequent services / products, surplus lines taxes and fees, US FET Taxes and various state and local taxes and fees such as the Florida Fire College Trust Fund and Florida Emergency Mgmt, Preparedness & Assist. Fund Trust for the State of Florida and/or other state assessments should be viewed as unequal as charged on an individual Company basis separately from premium.

ACE American Insurance Company (Starr Technical Risks Agency)

- Form No. Asbestos Exclusion
- Form No. Data Distortion / Corruption Exclusion
- Form No. Millennium Clarification
- Form No. Terrorism Exclusion
- Form No. Biological or Nuclear Exclusion
- Form No. OFAC Notice
- Form No. Political Risk Exclusion
- Form No. ISO Common Policy Conditions
- Form No. ISO Commercial Property Conditions
- Form No. State Amendatory Endorsement(s)
- Form No. Electrical Apparatus Insulation Breakdown Test Exclusion
- Form No. Bridge Wording
- Form No. Authorities
- Form No. Mold Exclusion
- Form No. Trade Economic Sanctions
- Form No. Transmission and Distribution Line Exclusion
- Form No. Ace Certificate Wording

Liberty Mutual Insurance Company

- Form No. Asbestos Exclusion
- Form No. Data Recognition Clause
- Form No. Millennium Exclusion
- Form No. Mold Exclusion
- Form No. OFAC

National Union Insurance Company

- Form No. Conflict in Wording Endorsement
- Form No. Mold & Fungus Exclusion
- Form No. Data Distortion/Corruption Endorsement
- Form No. Political Risk Endorsement
- Form No. Authorities Endorsement
- Form No. Millennium Endorsement
- Form No. Economic Sanctions Endorsement
- Form No. 96557 Terrorism Exclusion

Westport Insurance Corporation

- Form No. 26 Asbestos Exclusion
- Form No. 27 Mold Exclusion
- Form No. Terrorism Exclusion
- Form No. 29 Chemical, Biological & Radiological Exposures Exclusion
- Form No. 30 OFAC
- Form No. 31 Professional Fees definition to apply
- Form No. 33 Named Windstorm Definition
- Form No. Flood Zones A&V definition to apply
- Form No. 35 Policy Change End't: Application of Deductible
- Form No. 34 Policy Change End't: Valuation of Decommissioned Assets

Associated Electric & Gas Insurance Services, Ltd.

- Form No. L210 Total Terrorism Exclusion Endorsement
- Form No. L231 Service of Suit
- Form No. L222 Membership and Voting Rights Endorsement

Underwriters at Lloyds

- Form No. LMA 5092 US Terrorism Risk Insurance Act of 2002
- Form No. NMA 1998 Service of Suit Clause
- Form No. LMA 3100 Sanction Limitation and Exclusion Clause

The Princeton Excess & Surplus Lines Insurance Company

- Form No. PTERR02 01/08 Terrorist Activity Exclusion (With SFP Exception)
- Form No. Mold/Fungal Pathogens Exclusion
- Form No. Service of Process Endorsement

POLICY CHANGE ENDORSEMENT #25**Definitions**

It is hereby understood and agreed that the following changes are made to this policy:

Turbine Generator (Gas and Steam) – any turbine unit utilizing the energy of vapors of water or the gaseous products of combustion and shall include 1. any driving turbine, 2. any combustor, precooler, intercooler, regenerator or heat exchanger of said unit, 3. any electric generator, pump, compressor, fan, blower wheel or gear on any shaft which is connected to any of said turbines by any coupling, clutch or gear set, 4. any mechanical or hydraulic governing mechanism together with any electric motor used solely for therewith, 5. any auxiliary apparatus mounted on the bed or frame of the unit, 6. any lubricating oil pump or any fuel pump or any pump for circulating a coolant, if used solely for the unit, together with any machine driving any such pump, 7. any auxiliary electric motor, steam turbine or other apparatus used solely to rotate the driving turbine or turbines for starting or maintenance purposes, 8. any apparatus used solely to scavenge the unit, 9. any shaft which forms a part of the unit or which connects parts of the unit, together with any coupling, clutch, bearing, gear or gear set on said shaft, and 10. any interconnecting wiring, piping, or ducts between parts of the unit and which are mounted on the unit; but the term shall not include (a) any electronic computer or electronic data processing equipment used to govern or control the unit, (b) any machine or apparatus except as included in sections 1-10 above, (c) any wiring, piping or ducts leading to and from the unit, nor (d) any boiler utilizing exhaust gases from any gas turbine unit.

Professional Fees – this policy covers the actual costs incurred by the Insured, of reasonable fees payable to the Insured's accountants, architects, auditors, engineers, or other professionals and the cost of using the Insured's employees, for producing and certifying any particulars or details contained in the Insured's books or documents, or such other proofs, information or evidence required by the Company resulting from insured loss payable under this policy for which the Company has accepted liability

- A. This Additional Coverage will not include the fees and costs of attorneys, public adjusters, and loss appraisers, all including any of their subsidiary, related or associated entities either partially or wholly owned by them or retained by them for the purpose of assisting them nor the fees and costs of loss consultants who provide consultation on coverage or negotiate claims.
- B. This Additional Coverage is subject to the deductible that applies to the loss.

PARTICIPATION PAGE

In consideration of the premium charged, the subscribers hereto, hereinafter referred to as the Insurer(s) and/or Company(ies) , do severally, but not jointly, agree to indemnify the Insured for the amount recoverable in accordance with the terms and conditions of the Policy, pages 1 – 58.


Provided that:

1. The collective liability of Insurers shall not exceed the Limit of Liability or any appropriate Sublimit of Liability or any Annual Aggregate limit.
2. The liability of each of the Insurers shall not exceed the Participation Limit set against its name with the exception of loss adjustment and professional fees which cost shall be 100% assume by the Insurers on each applicable layer of insurance.
3. In the event an occurrence results in liability payable under more than one policy issued to the Named Insured being insured, coinsured and/or reinsured in whole or in part by the Company or any of its affiliated or agent companies, the maximum amount payable in the aggregate under all such policies shall be the applicable limits of liability indicated in this Policy regardless of the number of coverages, locations or perils involved.

Insured: CITY OF GAINESVILLE, FLORIDA AND GAINESVILLE REGIONAL UTILITIES

Policy Period: October 1, 2014 to October 1, 2015

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy except as herein above set forth.

Insurers	Policy No.	Participation	Authorized Signature
ACE American Insurance Company		12.5% part of \$350,000,000	
Liberty Mutual Insurance Company		10% part of \$350,000,000	
Westport Insurance Corporation		15% part of \$350,000,000	
Associated Electric & Gas Insurance Services, Ltd.		20% part of \$350,000,000	
Underwriters at Lloyds of London		7.5% part of \$350,000,000	
The Princeton Excess & Surplus Lines Insurance Company		25% part of \$350,000,000	
National Union Fire Insurance Company	65305418	10% part of \$350,000,000	

Producer Address:
 Marsh USA, Inc
 3560 Lenox Road
 Suite 2400, Atlanta, GA 30326

This Policy is made up of these Declarations and the following Schedules, Forms, and Endorsements

<u>Form/Endorsement</u>	<u>Description</u>
	Participation Page
Table of Contents	Schedule of Forms and Endorsements Declarations
Policy	All Risk Policy
Endorsement 1	Florida Changes
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Endorsement 14	Service Interruption
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Endorsement 16	Valuable Papers and Records
Endorsement 17	Wind
Endorsement 18	General Change Endorsement
Endorsement 19	Reported Values
Endorsement 20	FEMA Priority of Payments
Endorsement 21	Flood Zone A Definition
Endorsement 22	Transformer Definition

Endorsement 23	Named Adjuster
Endorsement 24	Carrier Specific Non-Concurrencies
Endorsement 25	Definition of Turbine Generator & Professional Fees

DECLARATIONS

NAMED INSURED: CITY OF GAINESVILLE, FLORIDA AND GAINESVILLE REGIONAL UTILITIES

MAILING ADDRESS: City of Gainesville, FL
Gainesville Regional Utilities
Mail Station 60, PO Box 490
Gainesville, FL 32602

LOSS PAYABLE CLAUSE: LOSS, IF ANY, TO BE ADJUSTED WITH AND PAYABLE TO INSURED, WHOSE RECEIPT SHALL CONSTITUTE A RELEASE IN FULL OF ALL LIABILITY UNDER THIS POLICY AS REGARDS SUCH LOSS.

TERM OF INSURANCE: FROM 10/1/2014 TO 10/1/2015 AT 12:01 A.M. STANDARD TIME AT THE ABOVE MAILING ADDRESS

PREMIUM: \$1,546,249

LIMIT OF LIABILITY: THE LIMIT OF LIABILITY UNDER THIS POLICY SHALL IN NO EVENT EXCEED THE AMOUNT SHOWN BELOW FOR ANY ONE ACCIDENT OR DISASTER OR ANY ONE SERIES OF ACCIDENTS OR DISASTERS ARISING OUT OF ANY ONE OCCURRENCE.

POLICY LIMIT OF LIABILITY: \$350,000,000 ANY ONE OCCURRENCE

SUBLIMITS: SUBLIMITS ARE PER OCCURRENCE UNLESS SHOWN OTHERWISE.

THE SUBLIMITS BELOW ARE PART OF AND NOT IN ADDITION TO THE POLICY LIMIT OF LIABILITY. SUBLIMITS ARE 100% AND ARE SUBJECT TO PERCENTAGE PARTICIPATION AS SPECIFIED IN THE PARTICIPATION PAGE.

A.	Earth Movement, Except: California	\$50,000,000 Annual Aggregate No Coverage
B.	Flood:	\$50,000,000 Annual Aggregate
	Accounts Receivable:	\$5,000,000
D.	Course Of Construction:	\$10,000,000

E.	Debris Removal 25% of Adjusted Direct Property Loss or:	\$10,000,000 (Whichever is Greater)
F.	Demolition & Increased Cost Of Construction:	\$15,000,000
G.	EDP Equipment:	\$10,000,000
H.	EDP Media:	\$7,500,000
I.	EDP Extra Expense:	\$2,500,000
J.	Errors & Omissions:	\$1,000,000
K.	Expediting Expense:	\$2,500,000
L.	Extra Expense:	\$2,500,000 (excluding replacement power)
M.	Hazardous Substances:	\$1,000,000 Annual Aggregate
N.	Miscellaneous Unnamed Locations:	\$5,000,000 (excluding gas turbine generators)
O.	Newly Acquired Locations (120 Day Reporting):	\$10,000,000 (excluding gas turbine generators)
P.	Polychlorinated Biphenyls	\$1,000,000
Q.	Professional Fees	\$1,000,000
R.	Property at Exhibition, Exposition, or Trade Show:	\$1,000,000
S.	Service Interruption:	\$1,000,000
T.	Temporary Removal Of Property:	\$1,000,000 not to exceed a period of 90 Days
U.	Transit:	\$5,000,000 (PD Only)
V.	Valuable Papers & Records:	\$1,000,000
W.	Boiler And Machinery	Included
	a. Ammonia Contamination	\$1,000,000
	b. Consequential Damage	\$1,000,000
	c. Hazardous Substances	\$1,000,000
	d. Water Damage	\$1,000,000

DUCTIBLES (PER OCCURRENCE):

ALL DEDUCTIBLES LISTED BELOW ARE PER OCCURRENCE EXCEPT WITH RESPECT TO COVERAGE PROVIDED FOR BOILER & MACHINERY (IF COVERED) WHICH SHALL BE ANY ONE ACCIDENT.

PROPERTY DAMAGE:	\$100,000	ALL NON-UTILITY PROPERTIES, EXCEPT;
	\$250,000	UTILITY PROPERTIES, EXCEPT;
	\$500,000	DEERHAVEN STEAM TURBINE GENERATING UNIT NO. 1
	\$500,000	DEERHAVEN STEAM TURBINE GENERATING UNIT NO. 2
	\$500,000	DEERHAVEN UNIT NO. 3 GE MS7001EA
	\$500,000	KELLY STEAM GENERATING UNIT #CT4
	\$1.50/KVA	OR \$250,000, WHICHEVER IS GREATER FOR ALL TRANSFORMERS
FLOOD ZONE A (INCLUDING SUBZONES)		MAXIMUM AVAILABLE FROM NFIP PROGRAM LIMITS WHETHER PURCHASED OR NOT, SUBJECT TO A MINIMUM \$250,000
FLOOD ZONE V (INCLUDING SUBZONES)		2% OF THE PROPERTY DAMAGE TOTAL INSURED VALUE OF THE LOCATION(S) INVOLVED IN THE LOSS, SUBJECT TO A MINIMUM \$250,000
NAMED WINDSTORM AND FLOOD COMBINED:		3% OF THE PROPERTY DAMAGE TOTAL INSURED VALUE OF THE LOCATION(S) INVOLVED IN THE LOSS, SUBJECT TO A MINIMUM \$500,000
TRANSIT:	\$25,000	
ELECTRONIC DATA PROCESSING:	\$25,000	
SERVICE INTERRUPTION:		24 HOUR WAITING PERIOD
AS RESPECTS REAL AND PERSONAL PROPERTY , ALL CLAIMS FOR LOSS, DAMAGE OR EXPENSE ARISING OUT OF ANY ONE OCCURRENCE SHALL BE ADJUSTED AS ONE CLAIM AND FROM THE AMOUNT OF EACH SUCH ADJUSTED CLAIM THERE SHALL BE DEDUCTED THE SUM STATED ON THE DECLARATIONS PAGE.		
PROPERTY COINSURANCE:		AGREED AMOUNT

ALL-RISK POLICY

I. Insuring Agreement

In consideration of the premium paid, and subject to the terms and conditions of this Policy, the Company(ies) listed on the Participation Page, hereafter referred to as the "Company", agrees to pay the Named Insured, as stated in the Declarations, for loss as described in this Policy.

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

Words and phrases which begin with a capital letter, other than those which begin a sentence, have special meaning. Refer to the Definition section or to the applicable section headings of the policy or any endorsements thereto.

A. Perils Insured

This policy insures against all risks of direct physical loss or damage to Property Insured from perils not otherwise excluded, subject to the terms and conditions of this policy.

In the event of such direct physical loss or damage to any Property Insured at the Premises Described in the Declarations, and such damage, without the intervention of any other independent cause, results in a sequence of events which causes physical damage to other Property Insured by this policy, then this policy will cover such resulting loss or damage. Nothing in this clause shall be deemed to extend this insurance to property which is otherwise specifically excluded from coverages by the terms of this policy.

B. Territorial Limits

This policy covers Property Insured within the fifty (50) states of the United States of America, the District of Columbia, and Puerto Rico

C. Property Insured

This policy covers the following kinds of property at the Premises Described in the Declarations unless otherwise excluded:

1. Real property, including improvements and betterments, owned by the Insured, or in which the Insured has an insurable interest; and
2. Personal property owned by the Insured; and
3. Personal property of others which the Insured, prior to a loss, has agreed to insure against the types of losses covered by this policy; and
4. Personal property of others in the custody of the Insured and for which the Insured is legally liable; but only to the extent of the Insured's legal liability therefore. This Company agrees to defend any suit against the Insured alleging liability for the damage or destruction of such personal property, even if the allegations of the suit are false, fraudulent, or groundless. The Company may make such investigation or settlement of such suit as the Company deems appropriate.
5. Personal property of employees, other than motor vehicles.

This policy also covers the following kinds of property, owned by the Insured or others in the custody of the Insured and for which the Insured is legally liable:

PARTICIPATION PAGE

In consideration of the premium charged, the subscribers hereto, hereinafter referred to as the Insurer(s) and/or Company(ies), do severally, but not jointly, agree to indemnify the Insured for the amount recoverable in accordance with the terms and conditions of the Policy, pages 1 – 58.


Provided that:

1. The collective liability of Insurers shall not exceed the Limit of Liability or any appropriate Sublimit of Liability or any Annual Aggregate limit.
2. The liability of each of the Insurers shall not exceed the Participation Limit set against its name with the exception of loss adjustment and professional fees which cost shall be 100% assume by the Insurers on each applicable layer of insurance.
3. In the event an occurrence results in liability payable under more than one policy issued to the Named Insured being insured, coinsured and/or reinsured in whole or in part by the Company or any of its affiliated or agent companies, the maximum amount payable in the aggregate under all such policies shall be the applicable limits of liability indicated in this Policy regardless of the number of coverages, locations or perils involved.

Insured: CITY OF GAINESVILLE, FLORIDA AND GAINESVILLE REGIONAL UTILITIES

Policy Period: October 1, 2014 to October 1, 2015

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the policy except as herein above set forth.

Insurers	Policy No.	Participation	Authorized Signature
ACE American Insurance Company	EUTN0 91 64650	12.5% part of \$350,000,000	
Liberty Mutual Insurance Company	4N118471013	10% part of \$350,000,000	
Westport Insurance Corporation	UTP 045328502	15% part of \$350,000,000	
Associated Electric & Gas Insurance Services, Ltd.	PO5345602P	20% part of \$350,000,000	
Underwriters at Lloyds of London	DG129414(1)	7.5% part of \$350,000,000	
The Princeton Excess & Surplus Lines Insurance Company	58-A3-PP-0000091-04	25% part of \$350,000,000	
National Union Fire Insurance Company	65305418	10% part of \$350,000,000	

Producer Address:

Marsh USA, Inc
3560 Lenox Road

Suite 2400, Atlanta, GA 30326

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Endorsement 20	FEMA Priority of Payments
Endorsement 21	Flood Zone A Definition
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O.	Newly Acquired Locations (120 Day Reporting):	\$10,000,000 (excluding gas turbine generators)
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	c. Hazardous Substances	\$1,000,000
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	\$250,000	UTILITY PROPERTIES, EXCEPT;
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	\$500,000	DEERHAVEN UNIT NO. 3 GE MS7001EA
	\$500,000	KELLY STEAM GENERATING UNIT #CT4
	\$1.50/KVA	OR \$250,000, WHICHEVER IS GREATER FOR ALL TRANSFORMERS
FLOOD ZONE A (INCLUDING SUBZONES)		MAXIMUM AVAILABLE FROM NFIP PROGRAM LIMITS WHETHER PURCHASED OR NOT, SUBJECT TO A MINIMUM \$250,000
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TRANSIT:	\$25,000	
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SERVICE INTERRUPTION:		24 HOUR WAITING PERIOD

AS RESPECTS REAL AND PERSONAL PROPERTY , ALL CLAIMS FOR LOSS, DAMAGE OR EXPENSE ARISING OUT OF ANY ONE OCCURRENCE SHALL BE ADJUSTED AS ONE CLAIM AND FROM THE AMOUNT OF EACH SUCH ADJUSTED CLAIM THERE SHALL BE DEDUCTED THE SUM STATED ON THE DECLARATIONS PAGE.

PROPERTY COINSURANCE: **AGREED AMOUNT**

ALL-RISK POLICY

I. Insuring Agreement

In consideration of the premium paid, and subject to the terms and conditions of this Policy, the Company(ies) listed on the Participation Page, hereafter referred to as the "Company", agrees to pay the Named Insured, as stated in the Declarations, for loss as described in this Policy.

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

Words and phrases which begin with a capital letter, other than those which begin a sentence, have special meaning. Refer to the Definition section or to the applicable section headings of the policy or any endorsements thereto.

A. Perils Insured

This policy insures against all risks of direct physical loss or damage to Property Insured from perils not otherwise excluded, subject to the terms and conditions of this policy.

In the event of such direct physical loss or damage to any Property Insured at the Premises Described in the Declarations, and such damage, without the intervention of any other independent cause, results in a sequence of events which causes physical damage to other Property Insured by this policy, then this policy will cover such resulting loss or damage. Nothing in this clause shall be deemed to extend this insurance to property which is otherwise specifically excluded from coverages by the terms of this policy.

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This policy covers Property Insured within the fifty (50) states of the United States of America, the District of Columbia, and Puerto Rico

C. Property Insured

This policy covers the following kinds of property at the Premises Described in the Declarations unless otherwise excluded:

1. Real property, including improvements and betterments, owned by the Insured, or in which the Insured has an insurable interest; and
2. Personal property owned by the Insured; and
3. Personal property of others which the Insured, prior to a loss, has agreed to insure against the types of losses covered by this policy; and
4. Personal property of others in the custody of the Insured and for which the Insured is legally liable; but only to the extent of the Insured's legal liability therefore. This Company agrees to defend any suit against the Insured alleging liability for the damage or destruction of such personal property, even if the allegations of the suit are false, fraudulent, or groundless. The Company may make such investigation or settlement of such suit as the Company deems appropriate.
5. Personal property of employees, other than motor vehicles.

PARTICIPATION PAGE

In consideration of the premium charged, the subscribers hereto, hereinafter referred to as the Insurer(s) and/or Company(ies), do severally, but not jointly, agree to indemnify the Insured for the amount recoverable in accordance with the terms and conditions of the Policy, pages 1 – 58.

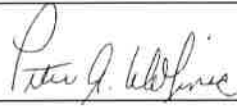
Provided that:

1. The collective liability of Insurers shall not exceed the Limit of Liability or any appropriate Sublimit of Liability or any Annual Aggregate limit.
2. The liability of each of the Insurers shall not exceed the Participation Limit set against its name with the exception of loss adjustment and professional fees which cost shall be 100% assume by the Insurers on each applicable layer of insurance.
3. In the event an occurrence results in liability payable under more than one policy issued to the Named Insured being insured, coinsured and/or reinsured in whole or in part by the Company or any of its affiliated or agent companies, the maximum amount payable in the aggregate under all such policies shall be the applicable limits of liability indicated in this Policy regardless of the number of coverages, locations or perils involved.

Insured: CITY OF GAINESVILLE, FLORIDA AND GAINESVILLE REGIONAL UTILITIES

Policy Period: October 1, 2014 to October 1, 2015

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy except as herein above set forth.

Insurers	Policy No.	Participation	Authorized Signature
ACE American Insurance Company	EUTN0 91 64650	12.5% part of \$350,000,000	
Liberty Mutual Insurance Company	4N118471013	10% part of \$350,000,000	
Westport Insurance Corporation	UTP 045328502	15% part of \$350,000,000	
Associated Electric & Gas Insurance Services, Ltd.	PO5345602P	20% part of \$350,000,000	
Underwriters at Lloyds of London	DG129414(1)	7.5% part of \$350,000,000	
The Princeton Excess and Surplus Lines Insurance Company	58-A3-PP-0000091-04	25% part of \$350,000,000	
National Union Fire Insurance Company	65305418	10% part of \$350,000,000	

All Risk Policy

DECLARATIONS

NAMED INSURED: CITY OF GAINESVILLE, FLORIDA AND
GAINESVILLE REGIONAL UTILITIES

MAILING ADDRESS: City of Gainesville, FL
Gainesville Regional Utilities
Mail Station 60, PO Box 490
Gainesville, FL 32602

LOSS PAYABLE CLAUSE: LOSS, IF ANY, TO BE ADJUSTED WITH AND PAYABLE TO
INSURED, WHOSE RECEIPT SHALL CONSTITUTE A RELEASE
IN FULL OF ALL LIABILITY UNDER THIS POLICY AS REGARDS
SUCH LOSS.

TERM OF INSURANCE: FROM 10/1/2014 TO 10/1/2015 AT 12:01 A.M. STANDARD TIME
AT THE ABOVE MAILING ADDRESS

100% PREMIUM: \$1,546,249

LIMIT OF LIABILITY: THE LIMIT OF LIABILITY UNDER THIS POLICY SHALL IN NO
EVENT EXCEED THE AMOUNT SHOWN BELOW FOR ANY ONE
ACCIDENT OR DISASTER OR ANY ONE SERIES OF
ACCIDENTS OR DISASTERS ARISING OUT OF ANY ONE
OCCURRENCE.

POLICY LIMIT OF LIABILITY: \$350,000,000 ANY ONE OCCURRENCE

SUBLIMITS: SUBLIMITS ARE PER OCCURRENCE UNLESS SHOWN OTHERWISE.

THE SUBLIMITS BELOW ARE PART OF AND NOT IN ADDITION TO THE POLICY LIMIT OF LIABILITY.
SUBLIMITS ARE 100% AND ARE SUBJECT TO PERCENTAGE PARTICIPATION AS SPECIFIED IN THE
PARTICIPATION PAGE.

A.	Earth Movement, Except: California	\$50,000,000 Annual Aggregate No Coverage
B.	Flood:	\$50,000,000 Annual Aggregate
C.	Accounts Receivable:	\$5,000,000
D.	Course Of Construction:	\$10,000,000
E.	Debris Removal 25% of Adjusted Direct Property Loss or:	\$10,000,000 (Whichever is Greater)
F.	Demolition & Increased Cost Of Construction:	\$15,000,000
G.	EDP Equipment:	\$10,000,000

	EDP Media:	\$7,500,000
I.	EDP Extra Expense:	\$2,500,000
J.	Errors & Omissions:	\$1,000,000
K.	Expediting Expense:	\$2,500,000
L.	Extra Expense:	\$2,500,000 (excluding replacement power)
M.	Hazardous Substances:	\$1,000,000 Annual Aggregate
N.	Miscellaneous Unnamed Locations:	\$5,000,000 (excluding gas turbine generators)
O.	Newly Acquired Locations (120 Day Reporting):	\$10,000,000 (excluding gas turbine generators)
P.	Polychlorinated Biphenyls	\$1,000,000
Q.	Professional Fees	\$1,000,000
R.	Property at Exhibition, Exposition, or Trade Show:	\$1,000,000
S.	Service Interruption:	\$1,000,000
T.	Temporary Removal Of Property:	\$1,000,000' not to exceed a period of 90 Days
U.	Transit:	\$5,000,000 (PD Only)
V.	Valuable Papers & Records:	\$1,000,000
W.	Boiler And Machinery	Included
	a. Ammonia Contamination	\$1,000,000
	b. Consequential Damage	\$1,000,000
	c. Hazardous Substances	\$1,000,000
	d. Water Damage	\$1,000,000

DEDUCTIBLES (PER OCCURRENCE):

ALL DEDUCTIBLES LISTED BELOW ARE PER OCCURRENCE EXCEPT WITH RESPECT TO COVERAGE PROVIDED FOR BOILER & MACHINERY (IF COVERED) WHICH SHALL BE ANY ONE ACCIDENT.

PROPERTY DAMAGE:	\$100,000	ALL NON-UTILITY PROPERTIES, EXCEPT;
	\$250,000	UTILITY PROPERTIES, EXCEPT;
	\$500,000	DEERHAVEN STEAM TURBINE GENERATING UNIT NO. 1
	\$500,000	DEERHAVEN STEAM TURBINE GENERATING UNIT NO. 2
	\$500,000	DEERHAVEN UNIT NO. 3 GE MS7001EA
	\$500,000	KELLY STEAM GENERATING UNIT #CT4
	\$1.50/KVA	OR \$250,000, WHICHEVER IS GREATER FOR ALL TRANSFORMERS
FLOOD ZONE A (INCLUDING SUBZONES)		MAXIMUM AVAILABLE FROM NFIP PROGRAM LIMITS WHETHER PURCHASED OR NOT, SUBJECT TO A MINIMUM \$250,000
FLOOD ZONE V (INCLUDING SUBZONES)		2% OF THE PROPERTY DAMAGE TOTAL INSURED VALUE OF THE LOCATION(S) INVOLVED IN THE LOSS, SUBJECT TO A MINIMUM \$250,000
NAMED WINDSTORM AND FLOOD COMBINED:		3% OF THE PROPERTY DAMAGE TOTAL INSURED VALUE OF THE LOCATION(S) INVOLVED IN THE LOSS, SUBJECT TO A MINIMUM \$500,000
TRANSIT:	\$25,000	
ELECTRONIC DATA PROCESSING:	\$25,000	
SERVICE INTERRUPTION:		24 HOUR WAITING PERIOD

AS RESPECTS REAL AND PERSONAL PROPERTY, ALL CLAIMS FOR LOSS, DAMAGE OR EXPENSE ARISING OUT OF ANY ONE OCCURRENCE SHALL BE ADJUSTED AS ONE CLAIM AND FROM THE AMOUNT OF EACH SUCH ADJUSTED CLAIM THERE SHALL BE DEDUCTED THE SUM STATED ON THE DECLARATIONS PAGE.

PROPERTY COINSURANCE: AGREED AMOUNT



LIBERTY MUTUAL INSURANCE COMPANY

(A Massachusetts Stock Insurance Company, hereinafter the "Insurer/Company")

ISSUED: New York

INSURED: City of Gainesville, Florida and Gainesville Regional Utilities

MAILING ADDRESS:

City of Gainesville, FL
Gainesville Regional Utilities
Mall Station 60, PO Box 490
Gainesville, FL 32602

COMPANY:

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

ROKER:

Marsh USA Inc.
3560 Lenox Road, Suite 2400
Atlanta, GA 30326

POLICY NUMBER:

4N118471013

POLICY PERIOD:

This Insurance shall be effective **October 1, 2014** at 12:01 am, standard time, to **October 1, 2015** 12:01 am standard time.

LIMIT OF LIABILITY:

This Company shall not be liable for more than **\$35,000,000** per occurrence being **10%** part of **\$350,000,000** in any one occurrence, excess deductibles as more fully described under the attached forms.

The sub-limits of liability shown under the attached policy form and endorsements are part of and not in addition to the limit of liability.

PARTICIPATION CLAUSE:

This policy covers for a **10%** interest in this insurance, and this company shall not be liable for more than **10%** of the limit of liability, sub-limits of liability, any other limits of insurance, or any aggregate limits contained within the form attached to this policy or contained in or on any endorsements attached to this policy.

POLICY PREMIUM:

\$154,625 part of \$1,546,250

TRIA PREMIUM:

DECLINED

COMMISSION:

0%

DEDUCTIBLE AMOUNT:

As per the Property Form

**FORMS AND ENDORSEMENTS
ATTACHED AT ISSUE:**

Participation Page
Property Policy Form (Pages 1-58)
Including Endorsements 1 - 25


Liberty Mutual Endorsements added to policy:
LMIC Exclusion of Certified Acts of Terrorism Endorsement No. 26
LIU U.S. Economic and Trade Sanctions Clause Endorsement No. 27
LIU Notice of Membership in Liberty Mutual Holding Company Inc.
LIU Notification of Claims

[Signature]
FOR THE COMPANY
DATED
November 19, 2014

In witness whereof, the company has caused this policy to be signed by its President and its Secretary at Boston, Massachusetts, and countersigned by a duly authorized representative of the company.

David M. Long
President
David M. Long

Dexter R. Legg
Vice President and Secretary
Dexter R. Legg

Insurers	Policy No.	Participation	Authorized Signature
ACE American Insurance Company	EUTN0 91 64650	12.5% part of \$350,000,000	
Liberty Mutual Insurance Company	4N118471013	10% part of \$350,000,000	
Westport Insurance Corporation	UTP 045328502	15% part of \$350,000,000	
Associated Electric & Gas Insurance Services, Ltd.	PO5345602P	20% part of \$350,000,000	
Underwriters at Lloyds of London	DG129414(1)	7.5% part of \$350,000,000	
The Princeson Excess & Surplus Lines Insurance Company	58-A3-PP-0000091-04	25% part of \$350,000,000	
National Union Fire Insurance Company	65305418	10% part of \$350,000,000	

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the policy except as herein above set forth.

Policy Period: October 1, 2014 to October 1, 2015

Insured: CITY OF GAINESVILLE, FLORIDA AND GAINESVILLE REGIONAL UTILITIES

1. The collective liability of Insurers shall not exceed the Limit of Liability or any appropriate Sublimit of Liability or any Annual Aggregate limit.
2. The liability of each of the Insurers shall not exceed the Participation Limit set against its name with the exception of loss adjustment and professional fees which cost shall be 100% assume by the Insurers on each applicable layer of insurance.
3. In the event an occurrence results in liability payable under more than one policy issued to the Named Insured being insured, coinsured and/or reinsured in whole or in part by the Company or any of its affiliated or agent companies, the maximum amount payable in the aggregate under all such policies shall be the applicable limits of liability indicated in this Policy regardless of the number of coverages, locations or perils involved.

Provided that:

In consideration of the premium charged, the subscribers hereto, hereinafter referred to as the Insurer(s) and/or Company(ies), do severally, but not jointly, agree to indemnify the Insured for the amount recoverable in accordance with the terms and conditions of the Policy, pages 1 – 58.

PARTICIPATION PAGE

Producer Address:
 Marsh USA, Inc
 3560 Lenox Road
 Suite 2400, Atlanta, GA 30326
 This Policy is made up of these Declarations and the following Schedules, Forms, and Endorsements

Form/Endorsement

Description

Table of Contents

Schedule of Forms and Endorsements

Declarations

All Risk Policy

Endorsement 1 Florida Changes

Endorsement 2 Accounts Receivable Endorsement

Endorsement 3 Boiler and Machinery Definition

Endorsement 4 California Earth Movement Exclusion

Endorsement 5 Cancellation – Modification of Notice by the Company

Endorsement 6 Coverage Territory Endorsement

Endorsement 7 Data Distortion/Corruption Exclusion

Endorsement 8 Electronic Data Processing Media with Extra Expense

Endorsement 9 Errors and Omissions Endorsement

Endorsement 10 Extra Expense Endorsement

Endorsement 11 Extra Expense Coverage Restriction

Endorsement 12 Named Windstorm Definition

Endorsement 13 Political Risk Exclusion

Endorsement 14 Service Interruption

Endorsement 15 Terrorism Exclusion – Certified Acts

Endorsement 16 Valuable Papers and Records

Endorsement 17 Wind

Endorsement 18 General Change Endorsement

Endorsement 19 Reported Values

Endorsement 20 FEMA Priority of Payments

Endorsement 21 Flood Zone A Definition

Endorsement 22 Transformer Definition

A.	Earth Movement, Except: California	\$50,000,000 Annual Aggregate No Coverage
B.	Flood:	\$50,000,000 Annual Aggregate
	Accounts Receivable:	\$5,000,000
D.	Course Of Construction:	\$10,000,000

THE SUBLIMITS BELOW ARE PART OF AND NOT IN ADDITION TO THE POLICY LIMIT OF LIABILITY. SUBLIMITS ARE 100% AND ARE SUBJECT TO PERCENTAGE PARTICIPATION AS SPECIFIED IN THE PARTICIPATION PAGE.

SUBLIMITS: SUBLIMITS ARE PER OCCURRENCE UNLESS SHOWN OTHERWISE.

POLICY LIMIT OF LIABILITY: \$350,000,000 ANY ONE OCCURRENCE

LIMIT OF LIABILITY: THE LIMIT OF LIABILITY UNDER THIS POLICY SHALL IN NO EVENT EXCEED THE AMOUNT SHOWN BELOW FOR ANY ONE ACCIDENT OR DISASTER OR ANY SERIES OF ACCIDENTS OR DISASTERS ARISING OUT OF ANY ONE OCCURRENCE.

PREMIUM: \$1,546,249

TERM OF INSURANCE: FROM 10/1/2014 TO 10/1/2015 AT 12:01 A.M. STANDARD TIME AT THE ABOVE MAILING ADDRESS

LOSS PAYABLE CLAUSE: LOSS, IF ANY, TO BE ADJUSTED WITH AND PAYABLE TO INSURED, WHOSE RECEIPT SHALL CONSTITUTE A RELEASE IN FULL OF ALL LIABILITY UNDER THIS POLICY AS REGARDS SUCH LOSS.

MAILING ADDRESS: City of Gainesville, FL
Gainesville Regional Utilities
Mail Station 60, PO Box 490
Gainesville, FL 32602

NAMED INSURED: CITY OF GAINESVILLE, FLORIDA AND GAINESVILLE REGIONAL UTILITIES

DECLARATIONS

Endorsement 23	Named Adjuster
Endorsement 24	Carrier Specific Non-Concurrences
Endorsement 25	Definition of Turbine Generator & Professional Fees

E.	Debris Removal	\$10,000,000 (Whichever is Greater)
F.	Demolition & Increased Cost Of Construction:	\$15,000,000
G.	EDP Equipment:	\$10,000,000
H.	EDP Media:	\$7,500,000
I.	EDP Extra Expense:	\$2,500,000
J.	Errors & Omissions:	\$1,000,000
K.	Expediting Expense:	\$2,500,000
L.	Extra Expense:	\$2,500,000 (excluding replacement power)
M.	Hazardous Substances:	\$1,000,000 Annual Aggregate
N.	Miscellaneous Unnamed Locations:	\$5,000,000 (excluding gas turbine generators)
O.	Newly Acquired Locations (120 Day Reporting):	\$10,000,000 (excluding gas turbine generators)
P.	Polychlorinated Biphenyls	\$1,000,000
Q.	Professional Fees	\$1,000,000
R.	Property at Exhibition, Exposition, or Trade Show:	\$1,000,000
S.	Service Interruption:	\$1,000,000
T.	Temporary Removal Of Property:	\$1,000,000 not to exceed a period of 90 Days
U.	Transit:	\$5,000,000 (PD Only)
V.	Valuable Papers & Records:	\$1,000,000
W.	Boiler And Machinery	Included
	a. Ammonia Contamination	\$1,000,000
	b. Consequential Damage	\$1,000,000
	c. Hazardous Substances	\$1,000,000
	d. Water Damage	\$1,000,000

DEDUCTIBLES (PER OCCURRENCE):

ALL DEDUCTIBLES LISTED BELOW ARE PER OCCURRENCE EXCEPT WITH RESPECT TO COVERAGE PROVIDED FOR BOILER & MACHINERY (IF COVERED) WHICH SHALL BE ANY ONE ACCIDENT.

PROPERTY DAMAGE: \$100,000 ALL NON-UTILITY PROPERTIES, EXCEPT;

\$250,000 UTILITY PROPERTIES, EXCEPT;

\$500,000 DEERHAVEN STEAM TURBINE GENERATING UNIT NO. 1

\$500,000 DEERHAVEN STEAM TURBINE GENERATING UNIT NO. 2

\$500,000 DEERHAVEN UNIT NO. 3 GE MS7001EA

\$500,000 KELLY STEAM GENERATING UNIT #CT4

\$1.50/KVA OR \$250,000, WHICHEVER IS GREATER FOR ALL TRANSFORMERS

FLOOD ZONE A (INCLUDING SUBZONES) MAXIMUM AVAILABLE FROM NFIP PROGRAM LIMITS WHETHER PURCHASED OR NOT, SUBJECT TO A MINIMUM \$250,000

FLOOD ZONE V (INCLUDING SUBZONES) 2% OF THE PROPERTY DAMAGE TOTAL INSURED VALUE OF THE LOCATION(S) INVOLVED IN THE LOSS, SUBJECT TO A MINIMUM \$250,000

NAMED WINDSTORM AND FLOOD COMBINED: 3% OF THE PROPERTY DAMAGE TOTAL INSURED VALUE OF THE LOCATION(S) INVOLVED IN THE LOSS, SUBJECT TO A MINIMUM \$500,000

TRANSIT: \$25,000

ELECTRONIC DATA PROCESSING: \$25,000

SERVICE INTERRUPTION: 24 HOUR WAITING PERIOD

AS RESPECTS REAL AND PERSONAL PROPERTY, ALL CLAIMS FOR LOSS, DAMAGE OR EXPENSE ARISING OUT OF ANY ONE OCCURRENCE SHALL BE ADJUSTED AS ONE CLAIM AND FROM THE AMOUNT OF EACH SUCH ADJUSTED CLAIM THERE SHALL BE DEDUCTED THE SUM STATED ON THE DECLARATIONS PAGE.

PROPERTY COINSURANCE:

AGREED AMOUNT

ALL-RISK POLICY

1. Insuring Agreement

In consideration of the premium paid, and subject to the terms and conditions of this Policy, the Company(ies) listed on the Participation Page, hereafter referred to as the "Company", agrees to pay the Named Insured, as stated in the Declarations, for loss as described in this Policy.

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

Words and phrases which begin with a capital letter, other than those which begin a sentence, have special meaning. Refer to the Definition section or to the applicable section headings of the policy or any endorsements thereto.

A. Perils Insured

This policy insures against all risks of direct physical loss or damage to Property Insured from perils not otherwise excluded, subject to the terms and conditions of this policy.

In the event of such direct physical loss or damage to any Property Insured at the Premises Described in the Declarations, and such damage, without the intervention of any other independent cause, results in a sequence of events which causes physical damage to other Property Insured by this policy, then this policy will cover such resulting loss or damage. Nothing in this clause shall be deemed to extend this insurance to property which is otherwise specifically excluded from coverages by the terms of this policy.

B. Territorial Limits

This policy covers Property Insured within the fifty (50) states of the United States of America, the District of Columbia, and Puerto Rico

C. Property Insured


This policy covers the following kinds of property at the Premises Described in the Declarations unless otherwise excluded:

1. Real property, including improvements and betterments, owned by the Insured, or in which the Insured has an insurable interest; and
2. Personal property owned by the Insured; and
3. Personal property of others which the Insured, prior to a loss, has agreed to insure against the types of losses covered by this policy; and
4. Personal property of others in the custody of the Insured and for which the Insured is legally liable; but only to the extent of the Insured's legal liability therefore. This Company agrees to defend any suit against the Insured alleging liability for the damage or destruction of such personal property, even if the allegations of the suit are false, fraudulent, or groundless. The Company may make such investigation or settlement of such suit as the Company deems appropriate.
5. Personal property of employees, other than motor vehicles.

**City of Gainesville, Florida and
Gainesville Regional Utilities**

**Property Insurance Policy
Prepared for:**

***WESTPORT
INSURANCE CORPORATION***

Insurers	Policy No.	Participation	Authorized Signature
ACE American Insurance Company	EUTN0 91 64650	12.5% part of \$350,000,000	
Liberty Mutual Insurance Company	4N118471013	10% part of \$350,000,000	
Westport Insurance Corporation	UTP 045328502	15% part of \$350,000,000	
Associated Electric & Gas Insurance Services, Ltd.	PO5345602P	20% part of \$350,000,000	
Underwriters at Lloyds of London	DG129414(1)	7.5% part of \$350,000,000	
The Princeton Excess & Surplus Lines Insurance Company	58-A3-PP-0000091-04	25% part of \$350,000,000	
National Union Fire Insurance Company	65305418	10% part of \$350,000,000	

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the policy except as herein above set forth.

Policy Period: October 1, 2014 to October 1, 2015

Insured: CITY OF GAINESVILLE, FLORIDA AND GAINESVILLE REGIONAL UTILITIES

involved.

3. In the event an occurrence results in liability payable under more than one policy issued to the Named Insured being insured, coinsured and/or reinsured in whole or in part by the Company or any of its affiliated or agent companies, the maximum amount payable in the aggregate under all such policies shall be the applicable limits of liability indicated in this Policy regardless of the number of coverages, locations or perils involved.

2. The liability of each of the Insurers shall not exceed the Participation Limit set against its name with the exception of loss adjustment and professional fees which cost shall be 100% assume by the Insurers on each applicable layer of insurance.

1. The collective liability of Insurers shall not exceed the Limit of Liability or any appropriate Sublimit of Liability or any Annual Aggregate limit.

Provided that:

In consideration of the premium charged, the subscribers hereto, hereinafter referred to as the Insurer(s) and/or Company(ies), do severally, but not jointly, agree to indemnify the Insured for the amount recoverable in accordance with the terms and conditions of the Policy, pages 1 – 58.

PARTICIPATION PAGE

ducer Address:
 Marsh USA, Inc
 3560 Lenox Road
 Suite 2400, Atlanta, GA 30326

This Policy is made up of these Declarations and the following Schedules, Forms, and Endorsements

Form/Endorsement **Description**

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Endorsement 2
 Accounts Receivable Endorsement
 Boiler and Machinery Definition
 Endorsement 3

Endorsement 4
 California Earth Movement Exclusion
 Cancellation – Modification of Notice by the Company
 Endorsement 5

Endorsement 6
 Coverage Territory Endorsement
 Data Distortion/Corruption Exclusion
 Endorsement 7

Endorsement 8
 Electronic Data Processing Media with Extra Expense
 Errors and Omissions Endorsement
 Endorsement 9

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 Extra Expense Endorsement
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 Endorsement 11

Endorsement 12
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Endorsement 18
 General Change Endorsement
 Reported Values
 Endorsement 19

Endorsement 20
 FEMA Priority of Payments
 Flood Zone A Definition
 Endorsement 21

Endorsement 22
 Transformer Definition

- A. Earth Movement, Except: California
\$50,000,000 Annual Aggregate
No Coverage
- B. Flood:
\$50,000,000 Annual Aggregate
- C. Accounts Receivable:
\$5,000,000
- D. Course Of Construction:
\$10,000,000

THE SUBLIMITS BELOW ARE PART OF AND NOT IN ADDITION TO THE POLICY LIMIT OF LIABILITY. SUBLIMITS ARE 100% AND ARE SUBJECT TO PERCENTAGE PARTICIPATION AS SPECIFIED IN THE PARTICIPATION PAGE.

SUBLIMITS: SUBLIMITS ARE PER OCCURRENCE UNLESS SHOWN OTHERWISE.

POLICY LIMIT OF LIABILITY: \$350,000,000 ANY ONE OCCURRENCE

THE LIMIT OF LIABILITY UNDER THIS POLICY SHALL IN NO EVENT EXCEED THE AMOUNT SHOWN BELOW FOR ANY ONE ACCIDENT OR DISASTER OR ANY ONE SERIES OF ACCIDENTS OR DISASTERS ARISING OUT OF ANY ONE OCCURRENCE.

LIMIT OF LIABILITY:

PREMIUM:

\$1,546,249

TERM OF INSURANCE:

FROM 10/1/2014 TO 10/1/2015 AT 12:01 A.M. STANDARD TIME AT THE ABOVE MAILING ADDRESS

LOSS PAYABLE CLAUSE:

LOSS, IF ANY, TO BE ADJUSTED WITH AND PAYABLE TO INSURED, WHOSE RECEIPT SHALL CONSTITUTE A RELEASE IN FULL OF ALL LIABILITY UNDER THIS POLICY AS REGARDS SUCH LOSS.

MAILING ADDRESS:

City of Gainesville, FL
Gainesville Regional Utilities
Mail Station 60, PO Box 490
Gainesville, FL 32602

NAMED INSURED:

**CITY OF GAINESVILLE, FLORIDA AND
GAINESVILLE REGIONAL UTILITIES**

DECLARATIONS

Endorsement 25 Definition of Turbine Generator & Professional Fees

Endorsement 24 Carrier Specific Non-Concurencies

Endorsement 23 Named Adjuster

	Debris Removal	\$10,000,000 (Which ever is Greater)
	25% of Adjusted Direct Property Loss or:	
F.	Demolition & Increased Cost Of Construction:	\$15,000,000
G.	EDP Equipment:	\$10,000,000
H.	EDP Media:	\$7,500,000
I.	EDP Extra Expense:	\$2,500,000
J.	Errors & Omissions:	\$1,000,000
K.	Expediting Expense:	\$2,500,000
L.	Extra Expense:	\$2,500,000 (excluding replacement power)
M.	Hazardous Substances:	\$1,000,000 Annual Aggregate
N.	Miscellaneous Unnamed Locations:	\$5,000,000 (excluding gas turbine generators)
O.	Newly Acquired Locations (120 Day Reporting):	\$10,000,000 (excluding gas turbine generators)
P.	Polychlorinated Biphenyls	\$1,000,000
	Professional Fees	\$1,000,000
R.	Property at Exhibition, Exposition, or Trade Show:	\$1,000,000
S.	Service Interruption:	\$1,000,000
T.	Temporary Removal Of Property:	\$1,000,000 not to exceed a period of 90 Days
U.	Transit:	\$5,000,000 (PD Only)
V.	Valuable Papers & Records:	\$1,000,000
W.	Boiler And Machinery	Included
	a. Ammonia Contamination	\$1,000,000
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DEDUCTIBLES (PER OCCURRENCE):

ALL DEDUCTIBLES LISTED BELOW ARE PER OCCURRENCE EXCEPT WITH RESPECT TO COVERAGE PROVIDED FOR BOILER & MACHINERY (IF COVERED) WHICH SHALL BE ANY ONE ACCIDENT.

PROPERTY DAMAGE: \$100,000 ALL NON-UTILITY PROPERTIES, EXCEPT;

\$250,000 UTILITY PROPERTIES, EXCEPT;

\$500,000 DEERHAVEN STEAM TURBINE GENERATING UNIT NO. 1

\$500,000 DEERHAVEN STEAM TURBINE GENERATING UNIT NO. 2

\$500,000 DEERHAVEN UNIT NO. 3 GE MS7001EA

\$500,000 KELLY STEAM GENERATING UNIT #CT4

\$1.50/KVA OR \$250,000, WHICHEVER IS GREATER FOR ALL TRANSFORMERS

MAXIMUM AVAILABLE FROM NFIP PROGRAM LIMITS

WHETHER PURCHASED OR NOT, SUBJECT TO A MINIMUM \$250,000

FLOOD ZONE A (INCLUDING SUBZONES) 2% OF THE PROPERTY DAMAGE TOTAL INSURED VALUE OF THE LOCATION(S) INVOLVED IN THE LOSS, SUBJECT TO A MINIMUM \$250,000

NAMED WINDSTORM AND FLOOD COMBINED: 3% OF THE PROPERTY DAMAGE TOTAL INSURED VALUE OF THE LOCATION(S) INVOLVED IN THE LOSS, SUBJECT TO A MINIMUM \$500,000

TRANSIT: \$25,000

ELECTRONIC DATA PROCESSING: \$25,000

SERVICE INTERRUPTION: 24 HOUR WAITING PERIOD

AS RESPECTS REAL AND PERSONAL PROPERTY, ALL CLAIMS FOR LOSS, DAMAGE OR EXPENSE ARISING OUT OF ANY ONE OCCURRENCE SHALL BE ADJUSTED AS ONE CLAIM AND FROM THE AMOUNT OF EACH ADJUSTED CLAIM THERE SHALL BE DEDUCTED THE SUM STATED ON THE DECLARATIONS PAGE.

PROPERTY COINSURANCE:

AGREED AMOUNT