

# **City of Flint, Michigan**

*Third Floor, City Hall  
1101 S. Saginaw Street  
Flint, Michigan 48502  
[www.cityofflint.com](http://www.cityofflint.com)*



## **Meeting Agenda - Final**

**Monday, December 13, 2021**

**5:30 PM**

**Council Chambers**

### **CITY COUNCIL**

*Eric Mays, President, Ward 1  
Allie Herkenroder, Vice President, Ward 7*

*Ladel Lewis, Ward 2  
Judy Priestley, Ward 4  
Tonya Burns, Ward 6*

*Quincy Murphy, Ward 3  
Jerri Winfrey-Carter, Ward 5  
Dennis Pfeiffer, Ward 8*

*Eva L. Worthing, Ward 9*

*Inez M. Brown, City Clerk*

*Davina Donahue, Deputy Clerk*

**CALL TO ORDER****ROLL CALL****PLEDGE OF ALLEGIANCE****PRAYER OR BLESSING****READING OF DISORDERLY PERSONS CITY CODE SUBSECTION**

*Any person that persists in disrupting this meeting will be in violation of Flint City Code Section 31-10, Disorderly Conduct, Assault and Battery, and Disorderly Persons, and will be subject to arrest for a misdemeanor. Any person who prevents the peaceful and orderly conduct of any meeting will be given one warning. If they persist in disrupting the meeting, that individual will be subject to arrest. Violators shall be removed from meetings.*

**REQUESTS FOR CHANGES AND/OR ADDITIONS TO AGENDA**

*Council shall vote to adopt any amended agenda.*

**PRESENTATION OF MINUTES****PUBLIC HEARINGS**

210495.6      Ordinance No. 210495

A Public Hearing for Ordinance 210495, an ordinance to amend the Code of the City of Flint by amending Chapter 18, (Taxation; Funds; Purchasing); Article I, (In General); Section 18-4.1, (Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons), by adding subsection (HH). [NOTE: The PILOT is for 901 Flats Limited Dividend Housing Association, LLC The annual service charge for the class of persons of low and moderate income shall be equal to seven (7) percent of the annual shelter rents, exclusive of charges for gas, electricity, heat or other utilities.]

**PUBLIC SPEAKING**

*Per the amended Rules Governing Meetings of the Council (as adopted by the City Council on Monday, June 12, 2017), three (3) minutes per speaker. Only one speaking opportunity per speaker. Numbered slips will be provided prior to the start of the meeting to those wishing to speak during this agenda item.*

**COUNCIL RESPONSE**

*Per the amended Rules Governing Meetings of the Council (as adopted by the City Council on Monday, June 12, 2017), Councilpersons may respond to any public speaker, but only one response and only when all public speakers have been heard. Individual council response is limited to two minutes and is subject to all rules of decorum and discipline.*

**PETITIONS AND UNOFFICIAL COMMUNICATIONS**

- 210598** Notification of Rescheduled Meeting/Karegnondi Water Authority (KWA)
- Notification of a rescheduled meeting, from November 22, 2021, to December 13, 2021, at 10 a.m. at the Genesee County Water Treatment Plant, 4414 Stanley Road, Columbiaville.
- 210599** Press Release/Office of Gov. Gretchen Whitmer/Child Care Providers/Application for State Grant
- Email dated December 3, 2021, from the office of Gov. Gretchen Whitmer, re: Gov. Whitmer reminded licenses child care programs that there is less than one week left to apply for the Child Care Stabilization Grant...which will provide \$1,000.00 bonuses to child care professionals and awards other grants.
- 210601** Press Release/Office of Gov. Gretchen Whitmer/Legislation/Extension of Compensation Benefits/Michigan Firefighters
- Email dated December 3, 2021, from the office of Gov. Gretchen Whitmer, re: Gov. Whitmer signed House Bill 4171, which will extend compensation benefits to more Michigan firefighters who were injured in the line of duty.
- 210602** Agenda and Attachments/Karegnondi Water Authority (KWA) Meeting
- Communication received December 3, 2021, re: An agenda and attachments for the Karegnondi Water Authority (KWA) Meeting to be held at 10 a.m., Monday, December 13, 2021, at the Genesee County Water Treatment Plant, 4414 Stanley Road, Columbiaville.
- 210603** Press Release/Office of Gov. Gretchen Whitmer/Bipartisan Coalition/Great Lakes Governors/Recovering America's Wildlife Act
- Email dated December 4, 2021, from the office of Gov. Gretchen Whitmer, re: Gov. Whitmer led a bipartisan group of governors (from Ohio, Wisconsin, Pennsylvania, Indiana, Minnesota and Illinois) in sending a letter to leaders of the U.S. Senate Environment and Public Works Committee and the U.S. House Committee on Natural Resources voicing their support for the Recovering America's Wildlife Act.
- 210604** Press Release/Office of Gov. Gretchen Whitmer/Pearl Harbor Remembrance Day
- Email dated December 6, 2021, from the office of Gov. Gretchen Whitmer, re: Gov. Whitmer has ordered flags to remain lowered to half-staff within the State Capitol Complex and upon all public buildings and grounds across Michigan on Tuesday, December 7, 2021, to honor the 2,403 Americans who lost their lives during the attack on Pearl Harbor in 1941.

**COMMUNICATIONS (from Mayor and other City Officials)**

- 210605** Department of Public Works (DPW)/Press Release/Update/Secondary Water Pipeline
- Press Release dated November 22, 2021, from DPW, re: Update on the city's secondary water pipeline.
- 210606** Communication/Assessor/Board of Review
- Communication dated November 22, 2021, from City Assessor Stacey Kaake to City Council, re: the December 2021 Board of Review will be meeting at 1 p.m. Tuesday, December 14, 2021, in City Council Chambers.
- 210607** City of Flint/Press Release/COVID-19 Vaccines/Police Mini-Stations
- Press Release dated December 9, 2021, from the City of Flint, re: The City of Flint is partnering with Genesee Community Health Center to offer COVID-19 vaccines at area Flint Police mini-stations on Tuesday, December 14; Thursday, December 16; and Friday, December 17.
- 210608** Traffic Engineering/Closure Permits
- Sidewalk, Lane and Street Closure permits (5) dated November and December 2021, for requested activities/events, with noted responsibility for the placement of the required traffic control devices, and/or personnel, for the protection of traffic and event participants.

## **ADDITIONAL COMMUNICATIONS**

### **APPOINTMENTS (May be Referred from Special Affairs)**

- 210561** Appointment/Director/Downtown Development Authority (DDA)/Kiara May
- Resolution resolving that the Flint City Council hereby approves the employment of Kiara May as Executive Director of the DDA (who will) serve at the pleasure of the Board of Directors of the DDA.
- 210595** Appointment/Board of Review/Alma Henderson
- Resolution approving the appointment of Alma Henderson 618 Damon Street, Flint, Michigan, 48505 - Ward 3) to the Board of Review for a three-year term commencing June 25, 2021, and expiring June 26, 2024, as recommended by 3rd Ward Councilperson Quincy Murphy. [NOTE: By way of background, Ms. Henderson is replacing Mr. Murphy, who resigned from the Board after winning election as 3rd Ward Councilperson in November 2021.]

## **RESOLUTIONS**

- 210571** Agreement/Lighthouse, An Alera Group Co./Property Insurance



## Coverage/Terrorism Coverage

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to enter into an agreement with Lighthouse, An Alera Group Co., to provide the City of Flint with its property and terrorism coverage. Property insurance will be layered through two carriers -- Arch Specialty Insurance Co. and the Lexington Specialty Insurance Agency, Inc. -- Hiscox will endorse terrorism coverage. Premiums are to be paid to Arch Specialty Insurance Co. for an amount of \$256,250.00; to the Lexington Specialty Insurance Agency, Inc. for an amount of \$257,250.00; and to Lloyd's of London Underwriters (for Hiscox) for a premium cost of \$14,350.00, as requested by Finance. The total premium for all three coverages is NOT-TO-EXCEED \$527,850.00 [Risk & Benefit Insurance Fund Acct. No. 677-174.851-955.000].

**210572** Contract/Lighthouse Group/General Liability & Terrorism Coverage

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to enter into a contract with Lighthouse, an Alera Group Co. to provide the City with its general liability and terrorism coverage, through the Old Republic Union Insurance Co., at a premium NOT-TO-EXCEED \$465,843.85 for a 12-month period beginning November 23, 2021, through November 23, 2022, as requested by Finance [Risk & Benefit Fund Acct. No. 677-174.851-955.000.]

**210578** CO#2/Contract/Extend Contract/Rowe Professional Services Co./Comprehensive Zoning Services

Resolution resolving that city officials, upon City Council's approval, are authorized to do all things necessary to enter into change order #2 to Contract 20-044 with Rowe Professional Services Co. until June 30, 2022, and to add \$60,000.00 to continue their provision of comprehensive zoning services, as requested by Planning & Development [Planning & Development Medical Marijuana Compliance Professional Services Acct. No. 101-371.220-801.000 = \$12,275.00; Planning & Zoning General Fund Acct. No. 101-371.209-801.000 = \$25,000.00; and Kellogg Economic and Community Development Grant Acct. No. 296-728.400-801.000 = \$22,725.00.]

**210583** CO#1/Extend & Increase Contract/Clark Commons II LDHA, LLC/Environmental Remediation Activities/Clark Commons/Phase 1

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to process change order #1 to increase and extend Contract 18-087 with Clark Commons II LDHA, LLC, by \$275,005.00 in environmental remediation funds and extending through June 30, 2022, for a total Phase 1 contract of \$7,415,000.00, as requested by Planning & Development.

**210584** Agreement Increase/Clark Commons II LDHA, LLC/Choice Neighborhoods Clark Commons Project Phase II

Resolution resolving that the appropriate city officials, upon City Council's approval,

are authorized to do all things necessary to increase the Phase II Clark Commons agreement with Clark Commons II LDHA, LLC, by \$725,420.00 in FHUD18CHOICE fund and \$475,000.00 in SDEQ-19-BRDP funds, for a total Phase II contract amount of \$4,976,419.50, as requested by Planning & Development.

- 210586** Partial Settlement Agreement/National Prescription Opiate Litigation, MCL No. 2804 (City of Flint v Actavis Pharma, Inc., F/K/A Watson Pharma, Inc. et al)

Resolution resolving that the Flint City Council approves and consents to the city partially settling the National Prescription Opiate Litigation and authorizes the City Administrator to do all things necessary to partially settle the National Prescription Opiate Litigation matters on terms and conditions acceptable to the city. [NOTE: Numerous lawsuits have been filed nationally, arising out of the improper and illegal distribution and marketing of opioids by pharmaceutical manufacturers and distributors of Opioids. In February 2019, the City of Flint filed a lawsuit against those manufacturers and distributors who are most culpable to deal with the crisis by recouping taxpayer dollars spent on responding to the crisis, including but not limited to law enforcement and fire. A \$26 billion settlement was reached. The city will receive approximately \$8.8 million.]

## **RESOLUTIONS (May be Referred from Special Affairs)**

- 210491** Memorandum of Understanding (MOU)/City of Flint/Flint Children's Museum

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to enter into a Memorandum of Understanding between the City of Flint and the Flint Children's Museum.

- 210587** Application/Liquor License/Spectacular Spudz/WARD 5

Resolution resolving that the appropriate city officials are hereby authorized to do all things necessary to execute the Local Government Approval form (authorized by MCL 436.4501) and recommend that the Liquor Control Commission consider granting Keysa Smith [owner of Spectacular Spudz, 131 W. 2nd Street, Flint] a license.

- 210588** Guidelines/Granting of Hardship Exemptions from Property Taxes

Resolution resolving that to be eligible for consideration of a hardship exemption pursuant to MCL 211.7u in the City of Flint that a person must be the owner and must occupy the property as a principal residence, as defined, for which the exemption is requested; file a complete application; prescribed by the state tax commission; submit copies of federal and state income tax returns for all persons that resided in the homestead, including property tax credit forms and/or Statement of Benefits paid from the Michigan Department of Social Services or Social Security Administration; and meet City of Flint poverty income standards, AND, resolving that the applicant and all qualifying persons that resided in the home must have an annual adjusted income no more than 133 percent of the Federal Poverty Guidelines published in the prior calendar year, AND, resolving that the

applicant's asset level, excluding the homestead, may not exceed \$10,000.00, regardless of income level, AND, resolving that the applicant may not have ownership interest in any real estate other than the homestead, nor shall anyone else living outside of the household have interest in this homestead, AND, resolving that a hardship exemption may be granted for only one year at a time, AND, resolving that the City of Flint Board of Review shall request identification of the applicant and/or proof of ownership of the homestead under consideration for hardship exemption, AND, resolving that the board of review may request from the applicant any supporting documents which may be utilized in determining a hardship exemption request, AND, resolving that the completed hardship exemption application must be filed after January 1, but before the day prior to the last day of the board of review in the year for which exemption is sought, AND, resolving that the board of review shall administer an oath wherein the applicant testifies as to the accuracy of the information provided, AND, resolving that to conform with the provisions of Public Act 253 of 2020, this resolution is hereby given immediate effect, as requested by Assessments.

**210589** Charitable Gaming License/State of Michigan Lottery Charitable Gaming Division/Edible Flint

Resolution resolving that Edible Flint is recognized as a non-profit organization operating in the city of Flint for the purpose of obtaining a charitable gaming license, as issued by the State of Michigan Lottery Charitable Gaming Division, relative to conducting charity and fundraising events, as allowed by Act 382 of the Public Acts of 1972, as amended. [NOTE: Edible Flint plans to conduct a raffle on December 17, 2021, at 605 North Saginaw Street, Flint.]

**210590** Objection/Transfer of Tax Reverted Property/City of Flint/Treasurer of Genesee County

Resolution resolving that the City of Flint wishes to exercise its option under Public Act 123 of 1999 to object to the transfer of property foreclosed upon by the Treasurer of Genesee County, but not sold.

**210591** Grant Acceptance/Budget Amendment/Transfer of Funds/U.S. Department of Housing & Urban Development (HUD)/American Rescue Plan Act (ARPA) Funds

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to abide by terms of HUD Grant M21-MP260204, in the amount of \$162,228.50, and to appropriate revenue and expenditure amounts using Grand Code FHUD-HOMEARP, and to make the grant funds available in the current and any subsequent fiscal years that funding continues to remain available by the grantor. [NOTE: The City of Flint received a HOME-ARP grant award equal to up to five percent (5%) of the total future grant award (\$3,244,570.00) in the amount of \$162,228.50.]

**210592** Modification/Flint Lead Exposure Registry (FLExR)/Subaward RC 107653-CF/Michigan State University

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to accept the modifications set forth in the subcontract of Michigan State University FLEXR-MSU19 funds available from August 1, 2017, through July 31, 2022. [NOTE: The grant is being modified to have the Flint Office of Public Health assist the Flint Registry in enrollment and outreach efforts, attend monthly meetings and participate in lead elimination work groups.]

- 210593** Budget Amendment/Transfer of Funds/Grant Acceptance/U.S. Department of Housing and Urban Development (HUD)/Paint & Hazard Control Grant

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to accept the Lead-Based Paint and Hazard Control Grant, amend the FY2021-22 budget, appropriate grant funding for revenue and expenditures in future fiscal years as long as funds are available from the funder, and abide by the terms and conditions of the grant from HUD, in an amount NOT-TO-EXCEED \$2,283,960.00, over the 42-month grant period, from November 15, 2021 through May 15, 2025.

- 210594** Budget Amendment/Transfer of Funds/Grant Acceptance/Small Business Association (SBA)/Community Navigator Pilot Program Award (FY2022-2024)

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to enter into an agreement with the SBA, accept the Navigator Pilot Program Award, amend the FY2021-2022 budget, appropriate grant funding for revenue and expenditures in future fiscal years as long as funds are available from the under, and abide by the terms and conditions of the grant from the federal government, in an amount NOT-TO-EXCEED \$1,000,000.00, that is to be used for programs and activities, consistent with the authorizing legislation, to benefit residents and businesses through the 24-month term from December 1, 2021, through November 30, 2023.

## **LIQUOR LICENSES**

## **INTRODUCTION AND FIRST READING OF ORDINANCES**

## **SECOND READING AND ADOPTION OF ORDINANCES**

- 210495** Amendment/Ordinance/Chapter 18 (Taxation; Funds; Purchasing)/Article I (In General)/Section 18-4.1 (Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons)

An ordinance to amend the Code of the City of Flint by amending Chapter 18, (Taxation; Funds; Purchasing); Article I, (In General); Section 18-4.1, (Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons) shall be amended by adding subsection (HH). [NOTE: The PILOT is for 901 Flats Limited Dividend Housing Association, LLC The annual service charge for the class of persons of low and moderate income shall be equal to seven (7) percent of the

annual shelter rents, exclusive of charges for gas, electricity, heat or other utilities.]

**ADDITIONAL DISCUSSION ITEMS**

**FINAL COUNCIL COMMENTS**

**ADJOURNMENT**



RESOLUTION NO.: 210571  
PRESENTED: DEC - 8 2021  
ADOPTED: \_\_\_\_\_

**RESOLUTION AUTHORIZING LIGHTHOUSE GROUP TO  
PROVIDE PROPERTY INSURANCE COVERAGE**

**BY THE MAYOR:**

The Lighthouse Group in consultation with the Department of Finance, has evaluated the current coverage amounts and updated the necessary building and equipment lists. The Lighthouse Group is recommending a layered coverage plan for the period 12/1/2021-12/1/2022, as follows:

Insurance Provider	Type of Coverage	Total Premium
Arch Specialty Insurance Company	Property (50% split)	\$256,250.00
Lexington Insurance Company	Property (50% split)	\$257,250.00
Hiscox	Terrorism	\$ 14,350.00

The total premium for all three coverages is not to exceed \$527,850.00. Funding is budgeted and will come from the following account:

Account Number	Account Name	Amount
677-174.851-955.000	Risk & Benefit Insurance	\$527,850.00

**IT IS RESOLVED** that the appropriate City officials are authorized to enter into an agreement with The Lighthouse Group to provide the City of Flint with its property and terrorism coverage. Property insurance will be layered through two carriers, Arch Specialty Insurance Company and the Lexington Insurance Company; Hiscox will endorse terrorism coverage. Premiums are to be paid to Arch Specialty Insurance Company for an amount of \$256,250; the Lexington Insurance Company for an amount of \$257,250; and Lloyd's of London Underwriters for Hiscox, at a premium cost of \$14,350.00. The total premium for all three coverages is not to exceed \$527,850.00.

**APPROVED AS TO FORM:**

Angela Wheeler  
Angela Wheeler (Dec 1, 2021 14:33 EST)  
**Angela Wheeler, Chief Legal Officer**

**APPROVED AS TO FINANCE:**

Robert J.F. Widigan  
Robert J.F. Widigan (Dec 1, 2021 13:31 EST)  
**Robert J.F. Widigan, Chief Financial Officer**

**FOR THE CITY OF FLINT:**

Sheldon A. Neeley  
**Mayor Sheldon A. Neeley**

**APPROVED BY CITY COUNCIL:**

Eric Mays  
**Eric Mays, City Council President**

## RESOLUTION STAFF REVIEW

**Date:** November 30, 2021

**Agenda Item Title:** Resolution authorizing Lighthouse Group to Provide Property Insurance Coverage

**Prepared By:** V. Foster for Robert J.F. Widigan

**Background/Summary of Proposed Action:**

The City of Flint's property, boiler, and terrorism coverage are currently provided by its broker, The Lighthouse Group. Through the Lighthouse Group, coverage for the period 11/1/20-11/1/21 was acquired through the Traveler's Insurance and Hartford Steam Boiler at a premium cost of \$194,059.

On August 27, 2021, Travelers issued a notice of non-renewal. Insurance costs have substantially increased nationally due to the COVID-19 pandemic, cybersecurity threats, and increases in extreme weather. Additionally, the City of Flint filed two large claims under the 2020-2021 policy. These claims include a complete fire loss of the clubhouse at Pierce Park Golf Course and a WPC settling tank damage claim. To allow the City of Flint additional time to acquire other coverage, Traveler's Insurance agreed to extend the current policy for the period November 1, 2021 through December 1, 2021.

The Lighthouse Agency solicited 22 carriers. Of the 12 to respond, 10 declined to submit quotes. Two carriers were agreeable to extending terms for layered coverage as outlined below. This summary details a layered program to get to a maximum limit of insurance of \$10,000,000 per occurrence limit (first 50% covered by Arch Specialty and the next 50% covered by Lexington Insurance) subject to a \$100,000 deductible. The annual premium for all three coverages for the program is \$527,850 which includes terrorism coverage (\$14,350).

Line of Business	Quote Description	Carrier	Premium	Fees	SL Taxes & Fees	Total Cost
Property	Arch Specialty Property Qte ltr	Arch Specialty Insurance Company	\$250,000	\$0.00	\$6,250.00	\$256,250.00
Property	Lexington Property Quote ltr	Lexington Insurance Company	\$250,000	\$1,000.00	\$6,250.00	\$257,250.00
Terrorism	Hiscox Terrorism Qte ltr	Certain Underwriters at Lloyd's, London	\$14,000	\$0.00	\$350.00	\$14,350
		Totals	\$514,000	\$1,000	\$12,850	\$527,850

The Department of Finance, based on review and the recommendation of the Lighthouse Group, is recommending that the City acquire coverage through the Arch, Lexington, and Hiscox companies to ensure property and terrorism coverage are in place through December 1, 2022.

**Financial Implications:** Failure to pay this premium would result in cancellation of the policy and no property protection for the existing structures and equipment.

**Budgeted Expenditure?** Yes

**Account Number:** 677-174.851-955.000

**Staff Recommendation:**

It is the recommendation of the Department of Finance that the property and terrorism coverage be acquired as outlined above.

Approval: Robert J.F. Widigan  
Robert J.F. Widigan (Dec 1, 2021 13:31 EST)

Robert J.F. Widigan  
Chief Financial Officer

As to budget: Jennifer Ryan  
Jennifer Ryan (Dec 1, 2021 12:59 EST)



**NOTICE OF  
NON-RENEWAL**

**CITY OF FLINT  
P. O. BOX 586  
FLINT**

**MI 48501**

**INSURING COMPANY:  
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA**

Office	Agent or Broker	Date of Issue
<b>GRAND RAPIDS 079</b>	<b>LIGHTHOUSE GROUP</b>	<b>GF919 08-27-21 PS01</b>
We wish to inform you that your <b>COMMERCIAL POLICY</b>		Policy Number
<b>P-630-0N563658-TIL-20</b>		will not be renewed on its expiration date <b>11-01-21</b> .

If you have any questions in regard to this notice of non-renewal, please contact this company's representative.

Any other information pertaining to this notice is described below.

**SEE IL T8 50**

**Signature:** CLYDE D EDWARDS  
CLYDE D EDWARDS (Dec 1, 2021 14:35 EST)

**Email:** cedwards@cityofflint.com

THIS NOTICE IS GIVEN ONLY BY THE COMPANY OR COMPANIES WHICH ISSUED THIS POLICY.

**SEE ATTACHED IMPORTANT NOTICE(S)**

**CN 00 6A 10 01**





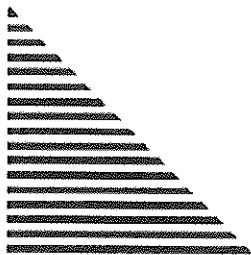
# Lighthouse

AN **ALERA GROUP** COMPANY

Insurance Proposal  
Prepared For

City of Flint

EFFECTIVE 12/1/2021 TO 12/1/2022



# Lighthouse, An Alera Group Company

Our mission at the Lighthouse is the profitable and ethical delivery of innovative insurance solutions for the protection of our clients.

We are well positioned to provide excellent service for all your business and personal insurance needs including:

- Commercial Insurance
- Personal Insurance
- Employee Benefits
- Individual Insurance/Medicare
- Financial Services

Along with these business units, Lighthouse provides seminars for clients and the public on relevant issues. These are done in conjunction with several insurance companies, with which we have solid, long term relationships.

We have multiple locations throughout Michigan and sister agencies across the nation to serve your needs. Our investment in technology has allowed Lighthouse to provide exemplary response time, as well as comprehensive claims and risk management services.

We have active memberships with local Chambers of Commerce, various industry associations, and serve on Advisory Boards of several insurance companies. We also have many Industry Specific Programs tailored to give specialized coverages when they are needed.

# Named Insureds

City of Flint

## Location Schedule

Loc #	Bldg #	Address	City	State	Zip	Description
0001	0001	1101 S. Saginaw St. Room 203	Flint	MI	48503	City Hall
0001	0002	1101 S. Saginaw St. Room 203	Flint	MI	48503	Dome Auditorium
0001	0003	1101 S. Saginaw St. Room 203	Flint	MI	48505	S. Building
0002	0004	1101 S. Saginaw St. Room 203	Flint	MI	48502	N. Building
0003	0005	210 E Fifth St	Flint	MI	48503	Police Dept.
0005	0007	4535 M.L. King Ave	Flint	MI	48532	Archie Parks
0006	0008	310 E Fifth St	Flint	MI	48532	Station #1 HQ
0007	0009	1525 M.L. King Ave	Flint	MI	48502	Station #3
0008	0010	4309 Industrial	Flint	MI	48502	Station #4
0009	0011	716 W Pierson Rd	Flint	MI	48502	Station #6
0010	0012	202 E Atherton	Flint	MI	48502	Station #8
0011	0013	3310 E Court St	Flint	MI	48502	Water Service Cen.
0011	0014	3318 E Court St	Flint	MI	48502	Misc. Storage
0012	0015	4500 N Dort Hwy	Flint	MI	48502	Treatment Plant
0012	0016	4500 N Dort Hwy	Flint	MI	48502	Ozone Plant
0012	0017	4500 N Dort Hwy	Flint	MI	48502	Elevated Tank Cont
0012	0018	4500 N Dort Hwy	Flint	MI	48502	Pumping Station 4
0012	0019	4500 N Dort Hwy	Flint	MI	48502	Electric Substation
0012	0020	4500 N Dort Hwy	Flint	MI	48502	Water Control 2
0012	0021	2800 Hammerburg Rd	Flint	MI	48502	Booster Station
0013	0022	1614 Dupont	Flint	MI	48502	Westside Reservoir
0014	0023	G-12233 E Potter Road	Flint	MI	48502	Water Control 1
0015	0024	G-4652 Beecher Rd	Flint	MI	48507	Sewage Treatment
0015	0025	G-4652 Beecher Rd	Flint	MI	48507	Admin Bldg-Lab
0015	0026	G-4652 Beecher Rd	Flint	MI	48507	Service Building
0015	0027	G-4652 Beecher Rd	Flint	MI	48507	Influent Box
0015	0028	G-4652 Beecher Rd	Flint	MI	48507	'A' Grit Tanks
0015	0029	G-4652 Beecher Rd	Flint	MI	48506	'B' New Grit Bldg
0015	0030	G-4652 Beecher Rd	Flint	MI	48506	Primary Settling tank
0015	0031	G-4652 Beecher Rd	Flint	MI	48506	Aeration Tank
0015	0032	G-4652 Beecher Rd	Flint	MI	48506	Final Settling
0015	0033	G-4652 Beecher Rd	Flint	MI	48506	Storage Building
0015	0034	G-4652 Beecher Rd	Flint	MI	48506	Blower, Filler
0015	0035	G-4652 Beecher Rd	Flint	MI	48506	Equip. Micro strainer
0015	0036	G-4652 Beecher Rd	Flint	MI	48506	Chlorine Contact
0015	0037	G-4652 Beecher Rd	Flint	MI	48506	Trickling Filter
0015	0038	G-4652 Beecher Rd	Flint	MI	48504	Sludge Thickening
0015	0039	G-4652 Beecher Rd	Flint	MI	48504	Blended Sludge
0015	0040	G-4652 Beecher Rd	Flint	MI	48504	Gas Sphere Storage
0015	0041	G-4652 Beecher Rd	Flint	MI	48504	Old Pre-Aeration
0015	0042	G-4652 Beecher Rd	Flint	MI	48503	Old Final Settling
0015	0043	G-4652 Beecher Rd	Flint	MI	48503	NW Pumping Station

Loc #	Bldg #	Address	City	State	Zip	Description
0015	0044	G-4652 Beecher Rd	Flint	MI	48503	LPO, Vacuum
0015	0045	G-4652 Beecher Rd	Flint	MI	48503	Storage Building
0015	0046	G-4652 Beecher Rd	Flint	MI	48503	E. Sewage Pump Station
0015	0047	G-4652 Beecher Rd	Flint	MI	48502	Hypochlorite Tank
0015	0048	G-4652 Beecher Rd	Flint	MI	48506	Air Filter A
0015	0049	G-4652 Beecher Rd	Flint	MI	48502	Air Filter B
0015	0050	G-4652 Beecher Rd	Flint	MI	48502	Air Filter C
0015	0051	G-4652 Beecher Rd	Flint	MI	48502	Sulfur Dioxide Bldg
0015	0052	G-4652 Beecher Rd	Flint	MI	48503	Storage
0016	0053	251 E. Blvd Drive	Flint	MI	48503	Avon St Pumping
0017	0054	Avon Street	Flint	MI	48505	Sewage Retention Tank
0018	0055	1524 Mackin Rd & 1416 Dupont	Flint	MI	48502	Water Pump Station
0018	0056	2305 W 3rd Ave	Flint	MI	48503	Third Ave Pump
0019	0057	6625 Fleming Rd	Flint	MI	48503	Sewage Lift Station
0020	0058	5629 Fleming Rd	Flint	MI	48532	Sewage Lift Station
0021	0059	2300 Branch	Flint	MI	48532	Sewage Lift Station
0022	0060	2420 Brownell	Flint	MI	48502	Sewage Lift Station
0023	0061	1106 S Averill St	Flint	MI	48502	Forestry Division Shop
0023	0062	1106 S Averill St	Flint	MI	48502	Office
0023	0063	1106 S Averill St	Flint	MI	48502	Storage Bldg
0023	0064	1106 S Averill St	Flint	MI	48502	Pole Barn Garage
0023	0065	1106 S Averill St	Flint	MI	48502	Maintenance Bldg
0024	0066	930 E Blvd Drive	Flint	MI	48502	Shop & Garage
0024	0067	930 E Blvd Drive	Flint	MI	48502	Shop at Rear
0024	0068	930 E Blvd Drive	Flint	MI	48502	New Storage Bldg
0025	0069	4266 E Pierson Rd	Flint	MI	48502	Cart Storage Barn
0025	0070	4266 E Pierson Rd	Flint	MI	48502	Pump House
0025	0071	4266 E Pierson Rd	Flint	MI	48502	Kearsley Lake Golf
0026	0072	2401 Nolen Drive	Flint	MI	48502	Mott Golf & Clubhouse
0026	0073	2401 Nolen Drive	Flint	MI	48502	Equip Storage
0026	0074	2401 Nolen Drive	Flint	MI	48502	Pump House Bridges
0027	0075	1221 S Vernon	Flint	MI	48507	Pierce Golf & clubhouse
0028	0076	1901 Hammerburg Rd	Flint	MI	48507	Swartz Creek Golf
0028	0077	1901 Hammerburg Rd	Flint	MI	48507	Equip Storage
0028	0078	1901 Hammerburg Rd	Flint	MI	48507	Pump House
0028	0079	1901 Hammerburg Rd	Flint	MI	48507	Bridges outside Equip
0028	0080	1901 Hammerburg Rd	Flint	MI	48506	Golf Car Storage Barn
0029	0081	3300-3400 N Saginaw	Flint	MI	48506	Berston Fieldhouse
0030	0082	2201 Forest Hill	Flint	MI	48506	Haskell Community Cent
0031	0083	1301-09 Pingree St	Flint	MI	48506	Brennan Comm Center
0031	0084	1301-09 Pingree St	Flint	MI	48506	Wilkins Park Ballfield
0032	0085	1002 W Home	Flint	MI	48506	Hasselbring Center
0033	0086	249 Peer Ave	Flint	MI	48506	McKinley Sr Citizens Cen
0034	0087	Vernon-Broadway	Flint	MI	48506	Amos Park Basketball
0035	0088	E Fifth Ave-Root St	Flint	MI	48506	Barney Fountain
0036	0089	Brownell-W Dayton	Flint	MI	48504	Bassett Park Outside
0037	0090	Woodland-E Court St	Flint	MI	48504	Burroughs Park
0038	0091	M. L. King Ave-2 E Pierson	Flint	MI	48504	Clara Wilborn Shelter
0039	0092	Averill-1-69 Expressway	Flint	MI	48504	Cook Park Shelter
0040	0093	Damon-N Saginaw St	Flint	MI	48503	Dewey Park Shelter
0041	0094	E Hamilton-Ave A	Flint	MI	48503	Dryant Park
0042	0095	640 W Pasadena	Flint	MI	48503	Forest Park Shelter 1
0042	0096	640 W Pasadena	Flint	MI	48503	Forest Park Shelter 2
0042	0097	640 W Pasadena	Flint	MI	48503	Forest Park Exercise
0043	0098	1101 Kearsley Park Blvd	Flint	MI	48502	Kearsley Park Pavilion
0043	0099	1101 Kearsley Park Blvd	Flint	MI	48506	Kearsley Park 4 bridges
0044	0100	W Court & Middleton	Flint	MI	48502	Mann Hall park sign
0045	0101	Tacken-Mann Hall	Flint	MI	48506	McCallum Park Sign

Loc #	Bldg #	Address	City	State	Zip	Description
0046	0102	M.L King Ave-N Saginaw	Flint	MI	48506	McFarlan Monuments 2
0047	0103	Lippincott & Clifford	Flint	MI	48506	Foot Bridge
0048	0104	Mason-Welch Blvd	Flint	MI	48506	Bolawanee Park Sign
0049	0105	Miller Rd-Court St	Flint	MI	48506	Mobley Park
0050	0106	River Village	Flint	MI	48506	River City 5 Windmills
0051	0107	Saginaw St	Flint	MI	48506	Riverbank park Fountain
0051	0108	Saginaw St	Flint	MI	48506	Grand Fountain Elec
0051	0109	Saginaw St	Flint	MI	48506	Fountain Emergency Lights
0051	0110	Saginaw St	Flint	MI	48506	Recirculation System
0051	0111	Saginaw St	Flint	MI	48506	Vault Sump Pumps
0051	0112	Saginaw St	Flint	MI	48506	Misc Pump Fibradams
0051	0113	Saginaw St	Flint	MI	48506	Misc. Pumps-Meter Pit
0051	0114	Saginaw St	Flint	MI	48506	Misc Pump Fibradams 2
0051	0115	Saginaw St	Flint	MI	48506	Elec Panels Ext in water well
0051	0116	Saginaw St	Flint	MI	48506	Outside Lighting
0051	0117	Saginaw St	Flint	MI	48506	Pulaski Monument
0052	0118	Harrison St	Flint	MI	48506	Rest Rooms
0052	0119	Harrison St	Flint	MI	48506	UAW Sit Down Monument
0053	0120	SE Saginaw St	Flint	MI	48506	Misc Pumps Electric Vault
0054	0121	Chicago Blvd-Clancy	Flint	MI	48506	Sarginson park Shelter
0055	0122	3201 Hammerburg Rd	Flint	MI	48506	Stanley Broome Park
0055	0123	3201 Hammerburg Rd	Flint	MI	48506	Park Lights Scoreboard
0055	0124	3201 Hammerburg Rd	Flint	MI	48506	Fencing & Backstops
0055	0125	3201 Hammerburg Rd	Flint	MI	48506	Press Box
0055	0126	3201 Hammerburg Rd	Flint	MI	48506	Concession Bldg
0056	0127	3821 N Franklin	Flint	MI	48506	Whaley Park Shelter
0056	0128	3821 N Franklin	Flint	MI	48506	Whaley Park Outside
0056	0129	3821 N Franklin	Flint	MI	48506	Whaley Park Lights
0056	0130	3821 N Franklin	Flint	MI	48506	Whaley Park Grand Stands
0056	0131	3821 N Franklin	Flint	MI	48506	Whaley Park Press Box
0056	0132	3821 N Franklin	Flint	MI	48506	Concession Bldg
0056	0133	3821 N Franklin	Flint	MI	48506	Whaley Park Softball Lights
0056	0134	3821 N Franklin	Flint	MI	48506	Whaley Park Softball Stands
0057	0135	1701 Utah	Flint	MI	48506	Whaley Park Dasher Boards
0058	0136	Pengelly-Milton	Flint	MI	48506	Windiate Park Court
0059	0137	Brookside-Woodlawn	Flint	MI	48506	Woodlawn Park Bridge
0059	0138	Brookside-Woodlawn	Flint	MI	48506	Tennis Court
0060	0139	Morningside Dr	Flint	MI	48506	Shelter (Carpenter)
0061	0140	702 W 12th Street	Flint	MI	48506	New City Garage
0061	0141	702 W 12th Street	Flint	MI	48506	Gas Station warehouse
0061	0142	702 W 12th Street	Flint	MI	48506	New City Garage
0061	0143	702 W 12th Street	Flint	MI	48506	12,000 Gallon Tank
0061	0144	702 W 12th Street	Flint	MI	48506	3,000 Gallon fuel oil storage
0062	0145	630 S Saginaw St	Flint	MI	48506	68 <sup>th</sup> District Court
0063	0146	3402 Western Rd	Flint	MI	48506	Station #5
0064	0147	1100 S Cedar St	Flint	MI	48506	Cedar St Pump Station
0065	0148	420 E Boulevard Drive	Flint	MI	48506	Farmers Mkt
0066	0149	R/420 E Boulevard Drive	Flint	MI	48506	Farmers Mkt

# Commercial Property

## SUBJECT OF INSURANCE

Subject of Insurance	Carrier	Limits	Cause of Loss	Deductible	Valuation
Property	50% of 10M limit - Lexington	5,000,000	Special	100,000	RC
Earthquake		5,000,000	Special	100,000	
Flood		10,000,000	Special	100,000	
Named Storm		10,000,000	Special	100,000	
Equipment Breakdown		10,000,000	Special	100,000	
Accounts Receivable		1,000,000	Special	100,000	
Debris Removal		2,500,000 (25% of direct physical damage)	Special	100,000	
Ordinance or Law Coverage		2,500,000	Special	100,000	
Errors or Omissions		1,000,000	Special	100,000	
Newly Acquired Property		1,000,000	Special	100,000	

RC = Replacement Cost

## SUBJECT OF INSURANCE

Subject of Insurance	Carrier	Limits	Cause of Loss	Deductible	Valuation
Property	50% of 10 M Limit - Arch	5,000,000	Special	100,000	RC
Earthquake		5,000,000	Special	100,000	
Flood		10,000,000	Special	100,000	
Named Storm		10,000,000	Special	100,000	
Equipment Breakdown		10,000,000	Special	100,000	
Accounts Receivable		1,000,000	Special	100,000	
Debris Removal		2,500,000 (25% of direct physical damage)	Special	100,000	
Ordinance or Law Coverage		2,500,000	Special	100,000	
Errors or Omissions		2,500,000	Special	100,000	
Newly Acquired Property		1,000,000	Special	100,000	

## Premium Summary

Coverage	Carrier	Renewal Premium
Property – 50%	Lexington	\$257,250
Property – 50%	Arch	\$256,250
Terrorism	Hiscox	\$14,350
Total Program		\$527,850

All quoted premiums are annual estimates.

Your insurance policies can be delivered either by paper form or electronic flash drive. Please let us know which option you prefer.

## Markets Approached

- Chubb – Declined
- Nationwide – Declined, not a market for public/civic exposures
- Central – Declined, Not a market for municipalities
- Cincinnati – Declined, Outside their property appetite
- EMC – Declined, Population exposure too large for carrier
- Encova – Declined, not a market for municipalities
- Hanover – Declined, not a market for municipalities
- Hastings – Declined, due to loss history
- Michigan Millers – Declined, exposures too great
- Selective – Declined, due to mostly Frame and JM construction

## Binding Conditions

- Signed Terrorism forms
- Signed applications

*This insurance proposal is based upon your insurance history and the information that you have provided. It is your responsibility to review each item to make sure that you have all the coverages that you need, and that the limits of liability are appropriate.*



# Agreement and Acceptance

The undersigned insured acknowledges that they have read and understood the Insurance Proposal as presented by Lighthouse Group, an Alera Group Agency LLC and authorizes them to bind coverage.  
Effective Date: 12/1/2021

Policy Type: Commercial Property

PROPOSED COVERAGE HAS BEEN REJECTED/MODIFIED AS OUTLINED:

- 1.
- 2.
- 3.
- 4.

Named Insured: City of Flint

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

RETURN TO THE ATTENTION OF: Cort Niemi  
EMAIL: [cniemi@lighthousegroup.com](mailto:cniemi@lighthousegroup.com)  
MAIL: Lighthouse, An Alera Group Company  
56 Grandville Ave, Ste 300  
Grand Rapids, MI 49503

# Electronic Delivery Supplement

Client Name: City of Flint

Date:

## ELECTRONIC SELECTION / REJECTION OPTION FORM

Your insurer may be required by law to obtain consent from insureds prior to engaging in any electronic delivery of insurance policies and/or other supporting documents in connection with the policy. You have the right to:

- Select electronic delivery;
- Reject electronic delivery;
- Withdraw your consent if you decide you no longer want to receive electronic delivery of your insurance policy and/or other supporting documents in connection with your insurance policy.

### ☐ ELECTION OF ELECTRONIC INSURANCE POLICY DELIVERY OPTION

I select the option to receive the following documents in connection with my insurance policy electronically, for myself and all those covered under the policy until further notice. I acknowledge I may no longer receive paper copies of my insurance policy.

- Insurance Policy
- Identification Card
- Notices of Cancellation
- Notices of Nonrenewal
- Other supporting documents in connection with my insurance policy

### ☐ REJECTION OF ELECTRONIC DELIVERY OPTION

I reject the option to receive my insurance policy and/or other supporting documents in connection with my insurance policy electronically, for myself and all those covered under the policy until further notice. I will continue to receive paper copies of such documents.

### ☐ WITHDRAWAL OF CONSENT OF ELECTRONIC DELIVERY

I withdraw my previous consent of electronic delivery of my insurance policy and/or other supporting documents in connection with my insurance policy, for myself and all those covered under the policy until further notice. I elect to receive paper copies of such documents in the future.

## ELECTRONIC DELIVERY DISCLOSURE

The policyholder who elects to allow for insurance policy and/or other supporting documents in connection with the insurance policy to be sent to the electronic mail address provided should be diligent in updating the electronic mail address provided to the insurer in the event that the address should change.

\_\_\_\_\_  
Name of Recipient to Receive Insurance policy &/or Other Supporting Documents

\_\_\_\_\_  
Relationship to Client

\_\_\_\_\_  
E-Mail Address of Recipient

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date (MM/DD/YYYY)

# Commercial Lines Coverage Options

In addition to the below coverage options, there may be more insurance products available for your consideration.

## Property

We do not determine property values, as we do not have any specific expertise in making this evaluation. It is in your best interest to evaluate the amount of your contents to determine the appropriate limits. Additionally, it is in your best interest to seek a building valuation survey to determine the appropriate construction cost of any building coverage.

- Off Premises Power Failure
- Spoilage Coverage
- Business Income & Extra Expense
- Ordinance or Law
- Vacancy Permit
- Builders Risk
- Mfg Selling Price
- Property of Others
- Leased or Rented Property
- Peak Season Coverage
- Equipment Breakdown
- Earthquake
- Flood
- Dependent Property

## General Liability

Higher limits may also be available for General Liability coverages.

- Employment Practices Liability
- Liquor Liability
- Employee Benefits Liability
- Product Recall Coverage
- Pollution Liability

## Inland Marine

- Installation Floater
- Replacement Cost
- Miscellaneous Tools / Equipment
- Leased or Rented Equipment
- Sign Coverage
- Scheduled Equipment / Tools
- Valuable Papers / Accounts Receivable
- Bailee Liability
- Patterns, Dies, Molds

## Crime

- Employee Dishonesty
- Forgery / Alterations
- Money & Securities

## Business Auto

- Drive Other Car
- Hired & Non-Owned Auto Liability
- Hired Car Physical Damage

## Miscellaneous

- Umbrella Liability / Higher Limits on Current Umbrella
- Professional Liability
- Data Breach / Cyber Liability
- Directors & Officers Coverage
- Fiduciary Liability
- Bonds
- Trade Credit Insurance

# Cyber Liability Quiz

What is your Internet Privacy and/or Security Risk?

Take this quick quiz to determine your level of risk.

1. Are you involved in any of the following industries:
  - Education
  - Healthcare
  - Financial Services
  - Retail
2. Do you provide services to clients on your website?
3. Do you collect, receive, transmit or store personally identifiable information or personal health information? For example, Social Security numbers, driver's license numbers, email addresses, bank account numbers, credit/debit card numbers, etc.
4. Do you need to develop or update procedures to comply with privacy legislation? For Example, Health Insurance Portability and Accountability Act – HIPPA, The Gramm-Leach Bliley Act or other legislation with respect to the protection of other confidential information?
5. Do your employees use laptops, cell phones, smart phones, or tablets?
6. Do you store sensitive data on your network in the cloud or even in paper files?
7. Do you manage the content of your website and/or host the infrastructure yourself instead of using a third party?
8. Do you have a Written Information Security Plan?

## Your Score:

### 2 or less answered yes:

Your risk is low. However, Cyber Liability coverage is worth considering.

### 3 to 4 answered yes:

Your risk is great and obtaining Cyber Liability should be a priority

### 5 or more answered yes:

Your risk is significant! Without proper coverage afforded by Cyber Liability, the financial well being of your company is at risk!



#### **for individuals and families**

- Life Insurance
- Return of Premium Life Insurance
- Annuities
- Disability Income Protection
- Long-term Care
- Life Insurance Review and Audit Program
- Individual Mortgage Pay-off in Event of Death

#### **for business owners**

- Business Continuation Planning (Life and Disability Insurance)
- Key Person Coverage (Life and Disability Insurance)
- Debt Coverage or Life Insurance Required by Bank
- Estate Analysis - Legacy Trust
- Executive Owner Premier Audit Program
- Voluntary Products

As a client of Lighthouse, An Alera Group Company, you are eligible to take advantage of our Life Insurance Review & Audit Program free of charge. An evaluation of your personal and business life insurance policies can provide the reassurance your plans are set to meet your needs when and how you expect them to.

With more than 100 years of combined experience, our Life Insurance and Executive Benefits team will provide an in-depth and objective review of the life insurance you have in place today. With direct access to more than 30 insurance carriers, we will propose only the best alternatives directly in line with your goals and budget. Life insurance coverage can change over time, therefore we recommend policies be reviewed every three years.

Since over 80 percent of life insurance policies don't live up to client expectations due to overpriced premiums, incorrect design or early termination, this review is of tremendous value by providing peace of mind and protection for what matters most.

If you are interested in Lighthouse's life insurance services, contact your sales executive to get started.



Lighthouse's personalized and innovative approach to the ever-changing world of healthcare allows for your business to keep moving forward. By leveraging our extensive network of resources, we craft the plan you and your employees desire.

#### COMPLIANCE

- MyWave access and support
- Miller Johnson - Legal Firm
- Compliance Checklist
- Benchmarking
- SPD Review
- 5500 Assistance

#### TECHNOLOGY

- Benefit Adm. - Employee Navigator
- Member Management
- Self-serve enrollment
- Variable Hour Tracking
- ACA Reporting - 1095 reporting

#### HR SUPPORT

- Employee Handbook Review
- Compensation Benchmarking
- Mock DOL Audit
- Training Resources
- On Staff HR Consultant

#### WELLNESS

- On Staff Resources
- Consulting/Design
- Implementation/Ongoing Assistance
- Reporting/Analysis/Vendors

#### MEDICARE/INDIVIDUALS

- Onsite Educational Meetings
- 1 on 1 Consultations
- Transition to Medicare
- Employee Separation Services
- Individual Plan Options

#### DATA ANALYTICS

- Underwriter on Staff
- Monthly Claims Reporting
- PA 152 Analysis
- Predictive Modeling
- 3-5 Year Strategic Plan
- Milliman Reporting Services

#### EMPLOYEE COMMUNICATION

- Benefits Booklets
- Custom Communications
- ACA Updates
- Electronic & Print



Lexington Specialty Insurance Agency, Inc.

## LEXINGTON INSURANCE COMPANY

### Proposal of Insurance

Thank you for giving an AIG insurer an opportunity to quote your business. Our proposal is attached for your consideration. In addition, we have highlighted the key benefits of choosing an AIG insurer as your partner in helping mitigate risk. These benefits include optional coverages and service capabilities which can be adjusted to adapt to your ever changing business needs. We hope that you find our offering compelling but if you would like to discuss options or if you have any questions please do not hesitate to contact us. Our goal is to provide you with a product that meets your needs or in other words, a program you can call your own.

We are pleased to offer the following Proposal of Insurance received from Lexington Insurance Company that will be issued on Commercial Property Policy PR8371 (01/18) and is based upon the following:

**Total Insurable Value:** \$252,060,171 (Per schedule on file with the Company)

**Item 1. Named Insured and Address:**

CITY OF FLINT  
1101 S SAGINAW ST  
FLINT, MI 48502-1420

The Named Insured shall mean the First Named Insured and its affiliated and subsidiary companies and/or corporations as now exist or may hereafter be incorporated, constituted or acquired including their interests as may appear in partnerships or joint ventures which the Insured is legally obligated to insure.

**Item 2. Mortgageholders, Loss Payees and Additional Insureds:** Per Certificates on file with the Company or any endorsement attached to and forming a part of this Policy.

**Item 3. Policy Period:**

From: 12/01/2021 To: 12/01/2022  
(At 12:01 A.M. Standard Time at the Insured Location.)

**Item 4. Coverage Territory:**

The United States, its territories and possessions and Puerto Rico, including their respective coastal waters.

**Item 5. Premium:**

- A. Total Premium: \$250,000 \*
- B. Terrorism Premium: \$12,500  
(IN ADDITION TO the Total Premium)
- C. Minimum Earned Premium: 35.00% of Total Premium

\*Premium figures do not include applicable surplus lines tax or fees.

**100% Layer Premium:**

\$500,000 (Premium figures do not include surplus lines taxes and fees)

The Layer Premium above **DOES NOT INCLUDE** a charge of \$25,000 applicable to coverage as respects to Terrorism

**Lexington Total Premium:**

\$250,000 (Premium figures do not include surplus lines taxes and fees)

The Lexington Total Premium above **DOES NOT INCLUDE** a charge of \$12,500 applicable to coverage as respects to Terrorism

**Item 6. Policy Limit: \$10,000,000** is the maximum liability in any one **Occurrence** as a result of all covered loss or damage regardless of the number of **Insured Locations**, coverages or **Covered Causes of Loss** under this **Policy**.

**Participation:**

50.00% being \$5,000,000 part of \$10,000,000 per **Occurrence** and in the primary

**A. Sublimits of Liability:**

The Sublimits of Liability stated in this **Policy** are part of and not in addition to the **Policy Limit** and any Sublimits of Liability shown in Item 6.A. below. The Sublimits of Liability are: (1) the maximum amount the Company will pay for all covered loss or damage arising out of the specific perils or coverages and/or (2) the maximum number of days for a specific coverage, regardless of the number of **Insured Locations**, coverages or **Covered Causes of Loss** under this **Policy**.

The following Sublimits of Liability represent 100% of the coverage purchased by the Insured for the Program set forth above and the Company's share of each Sublimit of Liability shall be determined by applying the Participation shown above.

The Sublimits of Liability stated in this **Policy** are per **Occurrence** unless otherwise indicated. Regardless of the number of **Occurrences**, any Annual Aggregate in this **Policy** is the maximum amount payable for all covered loss or damage for the applicable coverage or **Covered Cause of Loss**.

*If the words, NOT COVERED are shown instead of a limit, Sublimit amount, or number of days, or if a specified amount or number of days is not shown corresponding to any coverage or*



*Covered Cause of Loss, then no coverage is provided for that coverage or Covered Cause of Loss.*

**1. Sublimits Applicable to Specified Covered Causes of Loss - Each of these Sublimits is part of and not in addition to the Policy Limit.**

**a. Earth Movement:**

- i. **\$5,000,000:** Annual Aggregate for all covered loss or damage arising out of **Earth Movement**
- ii. Subject to A.1.a.i. above, the Annual Aggregate for all covered loss or damage arising out of **Earth Movement** in California, Alaska, Hawaii and Puerto Rico combined: **Not Covered**
- iii. Subject to A.1.a.i. above, the Annual Aggregate for all covered loss or damage arising out of **Earth Movement** in the **Pacific Northwest Earthquake Zone: Not Covered**
- iv. Subject to A.1.a.i. above, the Annual Aggregate for all covered loss or damage arising out of **Earth Movement** in the **New Madrid Earthquake Zone: Not Covered**

**b. Flood:**

- i. **\$5,000,000:** Annual Aggregate for all covered loss or damage arising out of **Flood**
- ii. Subject to A.1.b.i. above, the Annual Aggregate for all covered loss or damage arising out of **Flood** in a Special Flood Hazard Area (SFHA) as defined by the Federal Emergency Management Agency (FEMA) at the time of the loss: **\$5,000,000**

If the property that sustains physical loss or damage due to **Flood** is partially in such Special Flood Hazard Area (SFHA), then the entire property shall be deemed to be in that Special Flood Hazard Area (SFHA) and the loss or damage will be subject to the Sublimit stated A.1.b.ii. above.

**c. Named Storm:**

- i. **\$10,000,000** for all covered loss or damage arising out of **Named Storm**
- ii. Subject to A.1.c.i. above, for all covered loss or damage arising out of **Named Storm** in a **Tier 1 High Hazard Wind Zone (Consisting of Texas to North Carolina, Hawaii, Puerto Rico and U.S. Virgin Islands): Not Covered**
- iii. Subject to A.1.c.i. above, for all covered loss or damage arising out of **Named Storm** in a **Tier 1 High Hazard Wind Zone (Consisting of Virginia to Maine): Not Covered**
- iv. Subject to A.1.c.i. above, for all covered loss or damage arising out of **Named Storm** in a **Tier 1 High Hazard Wind Zone (Florida): Not Covered**
- v. Subject to A.1.c.i. above, for all covered loss or damage arising out of **Named Storm** in a **Tier 2 High Hazard Wind Zone: Not Covered**

For the purpose of the above Sublimits of Liability, **Named Storm** includes, but is not limited to, loss or damage from wind, **Hail**, lightning, tornado, rain or water (whether driven by wind or not), **Flood**, or any wind driven objects or debris.

In the event covered loss or damage by **Flood** occurs concurrently or in any sequence with a **Named Storm**, the maximum amount the Company will pay per **Occurrence** for all such loss or damage by **Flood** shall be the applicable Sublimits of Liability for **Flood** as shown in Item 6.A.1.b. above, but in no event shall the Company pay more than the maximum applicable **Named Storm** Sublimit. However, if **Flood** is not covered, the maximum amount the Company will pay per **Occurrence** for all such loss or damage arising out of **Named Storm** shall exclude loss or damage by **Flood**.

- d. **Equipment Breakdown:** \$10,000,000 for all covered loss or damage from **Equipment Breakdown**

Other Sublimit(s) and conditions Applicable to Equipment Breakdown:

1. Hazardous Substances: \$100,000
2. Spoilage: \$100,000
3. "Covered Equipment" does not include conveyors, cranes or hoists, but does include electrical equipment mounted on or used with a conveyor, crane or hoist.
4. We will not pay for loss, damage or expense caused by or resulting from the accidental discharge of molten material, however caused.

2. **Sublimits Applicable to Additional Time Element Coverages** - Each of these Sublimits is part of, and not in addition to the **Policy Limit** and any Sublimits applicable to Specified Covered Causes of Loss shown in Item 6.A.1 above.

- |  |   |
|--|---|
| a. <b>Contingent Time Element:</b>                     | <b>Not Covered</b> except as respects <b>Earth Movement, Flood, and Named Storm</b> , where the Sublimit is <b>Not Covered</b>    |
| b. <b>Extended Period of Indemnity:</b>                | <b>Not Covered</b> days   |
| c. <b>Extra Expense:</b>                               | <b>Not Covered</b>  |
| d. <b>Ingress &amp; Egress:</b>                        | <b>Not Covered</b> days, subject to a maximum Sublimit of <b>Not Covered</b> and a distance limitation of <b>Not Covered</b> mile |
| e. <b>Interruption by Civil or Military Authority:</b> | <b>Not Covered</b> days, subject to a maximum Sublimit of <b>Not Covered</b> and a distance limitation of <b>Not Covered</b> mile |
| f. <b>Rental Value:</b>                                | <b>Not Covered</b>  |
| g. <b>Royalties:</b>                                   | <b>Not Covered</b>  |
| h. <b>Additional Sublimits:</b>                        |   |
| Time Element:  | <b>Not Covered</b>  |

**3. Sublimits Applicable to Additional Coverages -** Each of these Sublimits is part of, and not in addition to the Policy Limit and any Sublimits applicable to Specified Covered Causes of Loss shown in Item 6.A.1. above.

a. Accounts Receivable:	\$1,000,000
b. Debris Removal:	25.00% of covered direct physical loss or damage payable for all Insured Property, subject to a maximum Sublimit of \$2,500,000
c. Demolition And Increased Cost of Construction:	
Demolition Coverage A:	Included
Demolition Coverage B:	\$2,500,000
Demolition Coverage C:	\$2,500,000
d. Electronic Data and Media:	\$2,500,000
e. Errors or Omissions:	\$1,000,000, except as respects Earth Movement, Flood, and Named Storm, where the Sublimit is \$1,000,000
f. Expediting Expenses:	\$500,000
g. Fine Arts:	\$10,000 per item subject to a maximum Sublimit of \$100,000 per Occurrence
h. Fire Brigade Charges And Extinguishing Expenses:	\$250,000
i. Leasehold Interest (including Leasehold Improvements & Betterments):	\$500,000
j. Limited Pollution Coverage:	\$100,000 Annual Aggregate
k. Miscellaneous Unnamed Locations:	\$1,000,000, except as respects Earth Movement, Flood, and Named Storm, where the Sublimit is \$1,000,000
l. New Construction and Additions:	Not Covered, except as respects Earth Movement, Flood, and Named Storm, where the Sublimit is Not Covered. In no event will the Company pay more than Not Covered for Soft Costs.
m. Newly Acquired Property:	\$1,000,000, except as respects Earth Movement, Flood, and Named Storm, where the Sublimit is \$1,000,000

n. Outdoor Property:	\$100,000
o. Pairs or Sets:	\$100,000
p. Professional Fees:	\$100,000
q. Property Removed from Insured Locations:	\$100,000
r. Service Interruption:	\$250,000
s. Spoilage:	\$100,000
t. Transit:	\$100,000 per conveyance subject to a maximum Sublimit of \$100,000 per Occurrence
u. Valuable Papers and Records:	\$250,000
v. Additional Sublimits:	

4. **Other Sublimits:** Each of these Sublimits is part of, and not in addition to the **Policy Limit** and any Sublimits applicable to Specified Covered Causes of Loss shown in Item 6.A.1 above.

a. Contractor's Equipment:	\$25,000 for physical loss or damage to contractor's equipment per item subject to a maximum Sublimit of \$100,000 per Occurrence
b. Ordinary Payroll	Not Covered days

- B. **Maximum Amount Payable:** In the event of covered loss or damage hereunder, the liability of the Company shall be limited to the least of the following:

1. The actual adjusted amount of covered loss or damage, less applicable Deductible(s);
2. As respects each **Insured Location**, One Hundred Percent (100.00%) percent of the total combined stated values for all categories of Insured Property and Time Element coverages shown for that **Insured Location** on the latest Statement of Values or other documentation, on file with the Company prior to the time of the loss or damage; or
3. The **Policy Limit** or applicable Sublimit(s) of Liability shown in Item 6.A. or elsewhere in this **Policy**.

**Item 7. Qualifying Periods:** In accordance with the **Policy**, the following Qualifying Periods apply to these Additional Coverages:

- |   |                   |
|---|-------------------|
| A. Ingress & Egress:                            | Not Covered hours |
| B. Interruption by Civil or Military Authority: | Not Covered hours |
| C. Service Interruption:                        | 24 hours          |

**Item 8. Deductibles:** The Deductibles shown below apply per **Occurrence** unless otherwise stated.

**A. Policy Deductible:** \$100,000 applicable to all covered loss or damage unless otherwise stated below or in this Policy.

**B. Earth Movement:**

1. \$100,000 for all covered loss or damage arising out of **Earth Movement** (other than as set forth in this Earth Movement Deductible section).
2. **Not Covered** of Total Insurable Values at the time of the loss at each **Insured Location** involved in the loss or damage, subject to a minimum of **Not Covered** any one **Occurrence** for all covered loss or damage arising out of **Earth Movement** in California, Hawaii, Alaska and Puerto Rico.
3. **Not Covered** of Total Insurable Values at the time of the loss at each **Insured Location** involved in the loss or damage, subject to a minimum of **Not Covered** any one **Occurrence** for all covered loss or damage arising out of **Earth Movement** in the **Pacific Northwest Earthquake Zone**.
4. **Not Covered** of Total Insurable Values at the time of the loss at each **Insured Location** involved in the loss or damage, subject to a minimum of **Not Covered** any one **Occurrence** for all covered loss or damage arising out of **Earth Movement** in the **New Madrid Earthquake Zone**.

**C. Flood:**

1. \$100,000 for all covered loss or damage arising out of **Flood** (other than as set forth in this Flood Deductible section).
2. **N/A** of Total Insurable Values at the time of the loss at each **Insured Location** involved in the loss or damage, subject to a minimum of **\$500,000** any one **Occurrence** for all covered loss or damage arising out of **Flood** at any property wholly or partially within a Special Flood Hazard Area (SFHA) at the time of the loss as defined by the Federal Emergency Management Agency (FEMA).

**D. Named Storm**

1. **N/A** of Total Insurable Values at the time of the loss at each **Insured Location** involved in the loss or damage, subject to a minimum of **\$100,000** any one **Occurrence** for all covered loss or damage arising out of **Named Storm** (other than as set forth in this Named Storm Deductible section).
2. **Not Covered** of Total Insurable Values at the time of the loss at each **Insured Location** involved in the loss or damage, subject to a minimum of **Not Covered** any one **Occurrence** for all covered loss or damage arising out of **Named Storm** in a **Tier 1 High Hazard Wind Zone (Consisting of Texas to North Carolina, Hawaii, Puerto Rico and U.S. Virgin Islands)**.
3. **Not Covered** of Total Insurable Values at the time of the loss at each **Insured Location** involved in the loss or damage, subject to a minimum of **Not Covered** any one **Occurrence**

for all covered loss or damage arising out of **Named Storm** in a **Tier 1 High Hazard Wind Zone (Consisting of Virginia to Maine)**.

4. **Not Covered** of Total Insurable Values at the time of the loss at each **Insured Location** involved in the loss or damage, subject to a minimum of **Not Covered** any one **Occurrence** for all covered loss or damage arising out of **Named Storm** in a **Tier 1 High Hazard Wind Zone (Florida)**.
5. **Not Covered** of Total Insurable Values at the time of the loss at each **Insured Location** involved in the loss or damage, subject to a minimum of **Not Covered** any one **Occurrence** for all covered loss or damage arising out of **Named Storm** in a **Tier 2 High Hazard Wind Zone**.

**E. High Hazard Hail:**

1. **Not Covered** of Total Insurable Values at the time of the loss at each **Insured Location** involved in the loss or damage, subject to a minimum of **Not Covered** any one **Occurrence** for all covered loss or damage arising out of **Hail** in **Hail Zone 1**.
2. **Not Covered** of Total Insurable Values at the time of the loss at each **Insured Location** involved in the loss or damage, subject to a minimum of **Not Covered** any one **Occurrence** for all covered loss or damage arising out of **Hail** in **Hail Zone 2**.

**F. Equipment Breakdown:**

1. **Property Damage and Time Element Combined Deductible:**  
\$100,000 for all covered loss or damage from **Equipment Breakdown**; or
2. **Property Damage and Time Element Separate Deductibles:**
  - a. **Property Damage:** N/A for all covered loss or damage other than Time Element loss to **Covered Equipment** from **Equipment Breakdown** and in addition, the following Time Element Deductible:
  - b. **Time Element:**
    - i. N/A for all covered Time Element loss from **Equipment Breakdown**;
    - ii. N/A times the **Average Daily Value** for all covered Time Element loss from **Equipment Breakdown**; or
    - iii. N/A hours following the **Occurrence** for all covered Time Element loss from **Equipment Breakdown**.

**G. Additional Deductible(s):**

In each case of loss or damage covered by this **Policy**, the Company shall not be liable unless the Insured sustains covered loss or damage in a single **Occurrence** greater than any applicable Deductible described in this **Policy** and then only for the amount in excess of such Deductible.

If an amount is not shown for any Deductible, then that Deductible shall not apply. Also, if an amount is not shown with respect to a part of a Deductible, then such part shall not apply, but the rest of the Deductible shall apply. When this **Policy** covers more than one **Insured Location**, the Deductible shall apply against the total loss or damage covered by this **Policy** in any one **Occurrence**, unless otherwise stated herein.

If two or more Deductible amounts provided in this **Policy** apply to a single **Occurrence**, the total to be deducted shall not exceed the largest applicable Deductible unless otherwise stated in this **Policy**. However, if a separate Property Damage Deductible and a separate Time Element Deductible apply to loss or damage in a single **Occurrence**, the Company shall apply both Deductibles. For any coverage for which there is a waiting period or a time period before coverage commences, such period shall apply in addition to any applicable Deductible(s) set forth in this **Policy**.

For avoidance of doubt, with respect to the largest applicable Deductible, if covered loss or damage by **Flood** occurs concurrently or in any sequence with a **Named Storm**, then the Company shall apply the **Flood** Deductible set forth in Item 8.C. or the **Named Storm** Deductible set forth in Item 8.D., whichever is greater.

**Item 9. Assigned Adjuster:**

Adjuster Name: AIG

Adjusting Firm: AIG

**Item 10. Forms Attached:** See Forms attaching to and/or forming part of this Proposal of Insurance. If any form is referred to in any other document or email as part of this Proposal of Insurance, but has not been attached to this Proposal of Insurance, including Commercial Property Policy PR8371 (01/18), then such form(s) shall be made available upon request.

**Producer**

Producer: AMWINS BROKERAGE OF THE MIDWEST  
Address: KATHRYN GRAVES  
37 OTTAWA NW  
GRAND RAPIDS, MI 49503

**ADDITIONAL SUBJECTIVITIES AND/OR CONDITIONS TO BE FULFILLED PRIOR TO BINDING:**

- Policyholder Disclosure Notice of Terrorism Insurance Coverage (Applicable to Certified and Non-Certified Acts)
- No deterioration of loss experience prior to binding

**Cancellation:** 60 days written notice from the Company, except  
10 days written notice from the Company in the case of non-payment of premium

**Other Conditions:**

1. THIS INSURER IS NOT LICENSED IN THE STATE OF NEW YORK AND IS NOT SUBJECT TO ITS SUPERVISION
2. This Proposal of Insurance does not afford coverage nor any other binding obligations on the Company and contains only a general description of the coverage provided. It is an offer for coverage made subject to the warranties, terms and conditions as detailed herein. Coverage will not be afforded until a Binder of Insurance is executed and issued by the Company.

3. This Proposal of Insurance is based on information provided by the producer and found in the submission. The Company reserves the right to rescind this Proposal of Insurance if there are any material changes in the losses, exposure, protection, management or ownership of the insured property prior to binding.
4. The Company may withdraw this Proposal of Insurance at any time prior to acceptance and in no event will it remain open for acceptance beyond the effective shown in the policy period. Coverage may not be bound without the authorization of the Company.
5. As respects acts of terrorism as defined in the Terrorism Risk Insurance Act of 2002, as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2015 (hereinafter, "TRIA"), the Insured has the option to accept or reject coverage. Rejection of coverage would be evidenced by the Insured's signature on the attached Policyholder Disclosure Notice of Terrorism Coverage and returning it to the Company prior to binding.
6. Unless otherwise amended by a State Amendatory Endorsement, we shall not be deemed to provide cover and we shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us, our parent company or our ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

#### Additional Conditions

- **Important:** In order to complete the underwriting process, we require that you send us the additional information requested in the subject to information in this letter. We are not required to bind coverage prior to our receipt, review and underwriting approval of the requested information. However, we may bind coverage before we have received, reviewed and approved the information. In such event, we have the right to cancel the insurance upon 10 days notice if the completed and signed "Broker Responsible for Surplus Lines Filing Agreement" is not received by us within 10 days from the effective date of coverage. Additionally, if we have not received the required information requested with the specified time frame then we have the right to cancel the insurance upon 20 days notice.
- The foregoing information is for indication purposes. This is not a binder of insurance. Because the general underwriting requirements of this office may change, we reserve the right to withdraw this proposal at any time, and in no event will it remain open for acceptance beyond the effective/inception date of the policy as listed in this quotation. The Company reserves to itself the right to determine the inception date of any coverage granted according to the terms of this quotation.

Please notify us if the information contained herein is incorrect.

Please feel free to contact our office with any questions you may have or if you need any further clarification on any portion of this Quotation of Insurance.



**POLICYHOLDER DISCLOSURE**  
**NOTICE OF TERRORISM INSURANCE COVERAGE**  
**(APPLICABLE TO CERTIFIED AND NON-CERTIFIED ACTS)**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT 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, YOUR COVERAGE MAY BE REDUCED.

**Acceptance or Rejection of Terrorism Insurance Coverage**

	I hereby elect to purchase terrorism coverage for a prospective premium of \$12,500.
	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism. I further understand that the Insurer does not offer stand-alone terrorism coverage for non-certified acts of terrorism and that by declining to purchase coverage for certified acts of terrorism, I am also declining to purchase coverage for non-certified acts of terrorism. This will be reflected in the policy by a Terrorism Exclusion.

\_\_\_\_\_  
Policyholder/Applicant's Signature

\_\_\_\_\_  
Policyholder/Applicant's Printed Name

\_\_\_\_\_  
Date



ARCH SPECIALTY INSURANCE COMPANY  
(A Missouri Corporation)

### New Business Quote

**Date** November 23, 2021

**To** Kate Graves  
Amwins Brokerage of the Midwest, LLC  
37 Ottawa NW  
Suite 202  
Grand Rapids, MI 49503  
  
(616)954-7812  
Kate.Graves@amwins.com

**Prospective Insured** **City of Flint**  
1101 S. Saginaw St. Room 203  
Flint, MI 48502

**Re** Property Quotation #: 2155181  
  
Please read all of the following terms and conditions shown below carefully as they may not conform to the specifications shown on your submission.

**Proposed Policy Period** Effective: December 1, 2021  
Expiration: December 1, 2022  
(12:01 A.M. Standard time at the address of the Insured shown above)

**Insurer** **Arch Specialty Insurance Company**  
Non-Admitted Carrier  
AM Best Rating: A+ Standard & Poor's Rating: A+

**Total Insurable Values** \$252,060,171

### Limit of Liability

**Arch Participation**

50.0000% being \$5,000,000 Per Occurrence part of \$10,000,000 Per Occurrence excess of deductibles

**100% Program Sub-limits**

All sub-limits shown below are the 100% program sub-limits which apply on a ground-up basis over all participating layers of insurance. Arch Specialty Insurance Company's participation, if any, in such sub-limits shall be in proportion to Arch Specialty Insurance Company's participation in the overall limits for this account, as detailed in the Participation Section above. Sub-limits are part of and not in addition to the 100% Program Limit shown above and are per occurrence unless otherwise indicated.

Earth Movement	\$5,000,000 Per Occurrence and Annual Aggregate
Flood	\$5,000,000 Per Occurrence and Annual Aggregate , including Special Hazard Flood Area
Accounts Receivable	\$1,000,000
Debris Removal	\$2,500,000 or 25% of the adjusted property damage loss, whichever is less
Electronic Data and Media	\$2,500,000
Errors & Omissions	\$2,500,000
Expediting Expense	\$500,000
Fine Arts	\$10,000 per item subject to a maximum sublimit of \$100,000 per occurrence
Fire Department Service Charges	\$250,000
Leasehold Interest	\$500,000
Limited Coverage for Fungus, Wet Rot, Dry Rot and Bacteria	\$100,000
Miscellaneous Unnamed Locations	\$1,000,000
Newly Acquired Property	\$1,000,000
Non-owned detached trailers	\$5,000
Ordinance and Law Coverage A	Included
Ordinance and Law Coverage B	\$2,500,000
Ordinance and Law Coverage C	\$2,500,000
Outdoor Property	\$100,000 subject to \$250 per item for outdoor shrubs, trees, and plants
Personal Effects and Property of Others	\$100,000
Pollutant Clean Up and Removal	\$100,000
Professional Fees	\$100,000
Property In Transit	\$100,000
Property Off Premises	\$100,000

Spoilage	\$100,000
Valuable Papers and Records	\$250,000
Special Flood Hazard Area	\$5,000,000 per Occurrence and Aggregate, subject to the Flood Limit of Insurance per Occurrence and Aggregate
Boiler & Machinery - Expediting Expense	\$100,000 Per Breakdown
Boiler & Machinery - Pollutant Clean Up and Removal	\$100,000 Per Breakdown
Boiler & Machinery - Perishable Goods	\$100,000 Per Breakdown
Boiler & Machinery - Electronic Data and Media	\$100,000 Per Breakdown
Boiler & Machinery - Demolition and Increased Cost of Construction	\$100,000 Per Breakdown

#### **Deductibles**

<b>All Perils, except</b>	\$100,000 Per Occurrence
<b>Earth Movement</b>	\$100,000 Per Occurrence
<b>Flood</b>	\$100,000 Per Occurrence, except
<b>Special Flood Hazard Areas</b>	\$500,000 Per Occurrence

#### **Coverage**

<b>Coverage Territory</b>	The United States of America (Including its territories and possessions) and Puerto Rico
<b>Location(s) Covered</b>	As per schedule on file received on 10/25/2021
<b>Covered Perils</b>	"All Risks" of Direct Physical Loss or Damage Including Earth Movement and Flood , including Equipment Breakdown, subject to policy terms, conditions, and exclusions
<b>Covered Property</b>	Real Property Business Personal Property
<b>Valuation</b>	Replacement Cost as respect to Real and Business Personal Property
<b>Co-Insurance</b>	NIL as respects Real and/or Personal Property

### Policy Terms and Conditions

<b>Policy Conditions</b>	No other Arch Insurance Group (including Ventus) participation Favorable Inspection 1. 4652 Beecher Rd., Flint, MI 2. 1101 S. Saginaw St, Flint, MI 3. 4500 N. Dort Hwy, Flint, MI 4. 210 E 5th St, Flint, MI
<b>Cancellation</b>	30 Days except 10 days as respects Non-Payment of Premium Cancellation by Company is on a prorata basis Cancellation by Insured is on a short rate basis
<b>Minimum Earned Premium</b>	35.00%

### Applicable Policy Forms

Form Number	Form Name
06 EXP0001 00 07 16	COMMERCIAL PROPERTY DECLARATIONS (ASIC)
00 ML0012 00 01 03	SCHEDULE OF FORMS AND ENDORSEMENTS
06 ML0002 00 12 14	SIGNATURE PAGE (ARCH SPECIALTY)
00 EXP0009 00 11 14	MINIMUM EARNED PREMIUM CLAUSE – PERCENTAGE
00 EXP0091 00 11 03	COMMON POLICY CONDITIONS
00 ML0003 00 04 12	SERVICE OF SUIT
06 CP0002 00 03 08	CLAIMS HANDLING PROCEDURES (Arch Specialty Ins. Co.)
00 EXP0125 00 06 06	TOTAL TERRORISM EXCLUSION
00 EXP0127 00 06 06	EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL, OR CHEMICAL TERRORISM
00 MLT0031 00 12 19	TERRORISM COVERAGE DISCLOSURE NOTICE
00 ML0065 00 06 07	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")
00 EXP0078 00 01 16	OCCURRENCE LIMIT OF LIABILITY ENDORSEMENT
00 EXP0003 00 08 14	EXCLUSION AND LIMITED ADDITIONAL COVERAGE FOR FUNGUS
00 EXP0004 00 08 15	ELECTRONIC DATA LOSS OR DAMAGE - EXCLUSION
00 EXP0189 00 02 15	ASBESTOS MATERIAL REMOVAL LIMITATION
00 EXP0192 00 03 15	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
00 EXP0225 00 03 21	APPRAISAL
02 EXPD 00 09 02	COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS
00 EXP0101 00 08 14	COMMERCIAL PROPERTY CONDITIONS
00 EXP0083 00 08 18	PARTICIPATION CLAUSE
00 EXP0092 00 04 16	BUILDING AND PERSONAL PROPERTY COVERAGE FORM
00 EXP0100 00 08 14	CAUSES OF LOSS - SPECIAL FORM

### Applicable Policy Forms

Form Number	Form Name
00 EXP0207 00 09 16	EQUIPMENT BREAKDOWN COVERAGE
00 EXP0194 00 03 15	EARTH MOVEMENT ENDORSEMENT
00 EXP0043 00 03 15	FLOOD ENDORSEMENT
00 EXP0042 00 08 14	SPECIAL FLOOD HAZARD EXCLUSION
00 EXP0205 00 09 15	PROPERTY COVERAGE ENHANCEMENT ENDORSEMENT – BROAD FORM
00 EXP0105 00 08 14	ORDINANCE OR LAW COVERAGE
00 EXP0132 00 11 14	PRE-EXISTING DAMAGE EXCLUSION

### Premium

<b>100% Layer Premium excluding TRIPRA</b>	<b>\$500,000.00</b>
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#### Arch Share Premium Breakdown

Arch Premium	\$250,000.00
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Boiler & Machinery Premium	Included
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<b>Arch Total Premium excluding TRIPRA</b>	<b>\$250,000.00</b>
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TRIPRA Certified Acts of Terrorism Premium	\$5,000.00
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<b>Arch Total Premium including TRIPRA</b>	<b>\$255,000.00</b>
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#### TRIPRA Certified Acts of Terrorism

Premium for the Arch Share for the optional coverage for Certified Acts of Terrorism is as per the provisions of the Terrorism Risk Insurance Program Reauthorization Act of 2019 and is in addition to and not included in the Arch Share premium above. We can include coverage as required by TRIPRA for an additional premium as displayed above. Note that terrorism coverage would not be provided at locations outside of the United States of America. If this optional coverage is rejected, then the attached Terrorism Coverage Disclosure Notice must be signed by the Insured and returned at the time of binding.

This quote is valid for 30 days or until the proposed effective date, whichever occurs first.

If, between the date of the original submission and the effective date of the policy, there is a material change in any of the information (including but not limited to claims or potential claims) originally submitted or subsequently requested by Arch, the Insured is required to notify Arch immediately. Arch reserves the right to terminate or modify the terms of this quote in the event of a material change in such information.

Please advise if there are any questions regarding this quote or if we are to bind.

This policy will be issued by a surplus lines insurer. Compliance with applicable laws and payment of the surplus lines premium taxes is the responsibility of the Insured, insurance agent or insurance broker. Applicable taxes and fees are not included in the premium due for the insurance coverage bound.

# TERRORISM COVERAGE DISCLOSURE NOTICE

## TERRORISM COVERAGE PROVIDED UNDER THIS POLICY

The Terrorism Risk Insurance Act of 2002 as amended and extended by the subsequent Terrorism Risk Insurance Program Reauthorization Acts (collectively referred to as the "Act") established a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. An act of terrorism is defined as any act certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

In accordance with the Act, we are required to offer you coverage for losses resulting from an act of terrorism **that is certified under the federal program** as an act of terrorism. The policy's other provisions will still apply to such an act. **This offer does not include coverage for incidents of nuclear, biological, chemical, or radiological terrorism which will be excluded from your policy.** Your decision is needed on this question: do you choose to pay the premium for terrorism coverage stated in this offer of coverage, or do you reject the offer of coverage and not pay the premium? You may accept or reject this offer.

If your policy provides commercial property coverage, in certain states, statutes or regulations may require coverage for fire following an act of terrorism. In those states, if terrorism results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to Legal Liability coverage forms or Leasehold Interest coverage forms.

**Your premium will include the additional premium for terrorism as stated in the section of this Notice titled DISCLOSURE OF PREMIUM.**

### DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. **The federal share equals 80% in years 2020 through 2027 of that portion of the amount of such insured losses that exceeds the applicable insurer deductible during Calendar Year 2020 and each Calendar Year thereafter through 2027.**

### DISCLOSURE OF CAP ON ANNUAL LIABILITY

If the aggregate insured terrorism losses of all insurers exceed \$100,000,000,000 during any **Calendar Year** provided in the Act, the Secretary of the Treasury shall not make any payments for any portion of the amount of such losses that exceed \$100,000,000,000, and if we have met our insurer deductible, we shall not be liable for the payment of any portion of such losses that exceeds \$100,000,000,000.

### DISCLOSURE OF PREMIUM

Your premium for terrorism coverage is: \$5,000.00

(This charge/amount is applied to obtain the final premium.)

**You may choose to reject the offer by signing the statement below and returning it to us. Your policy will be changed to exclude the described coverage.** If you chose to accept this offer, this form does not have to be returned.

### REJECTION STATEMENT

I hereby decline to purchase coverage for certified acts of terrorism. I understand that an exclusion of certain terrorism losses will be made part of this policy.
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\_\_\_\_\_  
Policyholder/Legal Representative/Applicant's  
Signature

\_\_\_\_\_  
Print Name of Policyholder/Legal  
Representative /Applicant

\_\_\_\_\_  
Date:

\_\_\_\_\_  
City of Flint

\_\_\_\_\_  
Named Insured

\_\_\_\_\_  
Arch Specialty Insurance Company

\_\_\_\_\_  
Insurance Company

\_\_\_\_\_  
Policy Number:



**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.



**ARCH SPECIALTY INSURANCE COMPANY**  
(A Missouri Corporation)

Home Office Address:  
2345 Grand Blvd, Suite 900  
Kansas City, MO 64108

Administrative Address:  
Harborside 3  
210 Hudson Street, Suite 300  
Jersey City, NJ 07311-1107  
Tel: (866) 413-5550

**COMMERCIAL PROPERTY  
DECLARATIONS**

**Policy Number:**  
**Renewal of:**

**Named Insured:**  
**Address:**

**Policy Period:**  
**From:**            **To:**  
                    at 12:01 A.M., Standard Time at your mailing address shown above.

**THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.**

Commercial Property Coverage Part		PREMIUM
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Other:		\$
Total		\$

Premium Shown is payable at inception.

**LOCATIONS COVERED:**     See attached Schedule of Locations

**FORMS AND ENDORSEMENTS Applying to this Coverage Part and Made Part of this Policy at Time of Issue:** See attached Schedule of Forms and Endorsements

**ISSUE DATE:**

**Surplus Lines Agent Name:**

**Surplus Lines Agent Address:**

**Surplus Lines Agent License:**

**Surplus Lines State Taxes were filed:**

Arch Specialty Insurance Company is licensed in the state of Missouri only.

## SCHEDULE OF FORMS AND ENDORSEMENTS

NAMED INSURED:	TERM:	to
POLICY NUMBER:		

[illegible]



Signature Page

IN WITNESS WHEREOF, Arch Specialty Insurance Company has caused this policy to be executed and attested.

A handwritten signature in cursive script that reads "John Mentz".

---

John Mentz  
President

A handwritten signature in cursive script that reads "Regan A. Shulman".

---

Regan Shulman  
Secretary

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**MINIMUM EARNED PREMIUM CLAUSE – PERCENTAGE**

This endorsement modifies insurance provided under this policy.

It is agreed that in the event of cancellation of this policy by you, a minimum premium of \_\_\_\_\_ % of the original policy premium shall become earned; any conditions of the policy to the contrary notwithstanding.

Your failure to make timely payment of premium shall be considered a request by you for us to cancel. In the event of such cancellation by us for non-payment of premium, the minimum premium shall be due and payable; provided, however, such non-payment cancellation shall be rescinded if you remit the full premium due within ten (10) days of receiving it.

In the event of any other cancellation by us, the earned premium shall be computed pro rata, not subject to the minimum premium.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

## **COMMON POLICY CONDITIONS**

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

### **A. Cancellation**

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

### **B. Changes**

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

### **C. Examination Of Your Books And Records**

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

### **D. Inspections And Surveys**

1. We have the right to:
  - a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of

any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

**E. Premiums**

The first Named Insured shown in the Declarations:

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

**F. Transfer Of Your Rights And Duties Under This Policy**

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

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



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SERVICE OF SUIT**

It is agreed that:

1. In the event of the failure of the **Insurer** to pay any amount claimed to be due hereunder, the **Insurer**, at the request of the **Insured**, will submit to the jurisdiction of any court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction. All matters arising under this Policy shall be determined in accordance with the law and practice of such Court, provided that nothing shall prohibit the **Insurer** from removing any action, suit or proceeding to a United States District Court. The **Insurer** shall abide by the final decision of such court or any appellate court in the event of an appeal.
2. Service of process in the above described action, suit or proceeding may be made upon: General Counsel, Arch Specialty Insurance Company, Harborside 3 210 Hudson Street, Suite 300 Jersey City, NJ 07311-1107. Upon the request of the **Insured**, such General Counsel shall give a written undertaking to enter an appearance on behalf of the **Insurer** in the event that such an action, suit or proceeding shall be instituted.
3. Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the **Insurer** hereby designates the Superintendent, Commissioner, or Director of Insurance or other officer specified in such statute as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted against the **Insurer** upon this Policy. The Superintendent, Commissioner or Director of Insurance or other officer is hereby authorized and directed to accept service of process on behalf of the **Insurer** in any such action, suit or proceeding and to mail a copy of such process to the above mentioned General Counsel.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

## **CLAIMS HANDLING PROCEDURES**

An important value of your insurance coverage is the ability of the insurance company to respond when you have a claim. Arch Specialty Insurance Company is committed to providing its insureds with effective claim services.

Notices of each incident, claim or suit must be sent immediately to:

Arch Specialty Insurance Company  
[Business Division] Claims  
1299 Farnam Street, Suite 500  
Omaha, NE 68102  
P.O. Box 542033  
Omaha, NE 68154  
Phone: 877 688-ARCH (2724)  
Fax: 866 266-3630  
Email: [Claims@ArchInsurance.com](mailto:Claims@ArchInsurance.com)

You will be contacted by a representative of the company's Claim Department. This representative will confirm receipt of the loss notice directly to you, provide a company claim number for all future correspondence, refer to an adjuster if necessary, and discuss further handling of the claim.

## **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

### **TOTAL TERRORISM EXCLUSION**

This endorsement modifies insurance provided under the Policy.

- A.** The following definition is added and applies under this endorsement whenever the term terrorism, is enclosed in quotation marks:

"Terrorism" means activities against persons, organizations or property of any nature:

1. that involve the following or preparation for the following:
  - a. use or threat of force or violence; or
  - b. commission or threat of a dangerous act; or
  - c. commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
2. When:
  - a. the effect is to intimidate or coerce a government or a civilian population or any segment thereof, or to disrupt any segment of the economy; and/or
  - b. it appears that the intent is to intimidate or coerce a government or a civilian population, or to further a philosophical, political, ideological, religious, social or economic objective or to express (or express opposition to) a philosophical, political, ideological, religious, social or economic objective.

- B.** The following exclusion is added:

#### **EXCLUSION OF TERRORISM**

We (the Company) will not pay for loss or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such loss or damage.

This exclusion also applies when one or more of the following are attributed to an incident of "terrorism":

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" involves the use, release, or escape of nuclear materials, or that directly or indirectly results in nuclear reaction, nuclear radiation or radioactive contamination; or
4. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

**C. Application Of Other Exclusions**

1. When the EXCLUSION OF TERRORISM applies in accordance with the terms of **B.1.**, **B.2.** or **B.3.**, such exclusion applies without regard to the Nuclear Hazard Exclusion in this Coverage Form, Coverage Part or Policy.
2. The EXCLUSION OF TERRORISM contained in this Endorsement replaces any terrorism exclusion contained in this Coverage Form, Coverage Part or Policy.
3. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss or damage which would otherwise be excluded under this Coverage Form, Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion, War Exclusion, or the War And Military Action Exclusion.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**EXCLUSION OF TERRORISM INVOLVING  
NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM**

This endorsement modifies insurance provided under the Policy.

- A. The following definition is added and applies under this endorsement whenever the term terrorism, is enclosed in quotation marks:

"Terrorism" means activities against persons, organizations or property of any nature:

1. that involve the following or preparation for the following:
  - a. use or threat of force or violence; or
  - b. commission or threat of a dangerous act; or
  - c. commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
2. When:
  - a. the effect is to intimidate or coerce a government or a civilian population or any segment thereof, or to disrupt any segment of the economy; and/or
  - b. it appears that the intent is to intimidate or coerce a government or a civilian population, or to further a philosophical, political, ideological, religious, social or economic objective or to express (or express opposition to) a philosophical, political, ideological, religious, social or economic objective.

- B. The following exclusion is added:

**EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL  
TERRORISM**

We (the Company) will not pay for loss or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such loss or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" involves the use, release, or escape of nuclear materials, or that directly or indirectly results in nuclear reaction, nuclear radiation or radioactive contamination; or
4. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

**C. Limitation of Amount of Coverage**

If this policy provides coverage that is excess insurance, coverage provided under this endorsement shall apply in excess of the stated attachment point in the policy and proportionally to the loss or damage based on the percentage shown in the Declarations, subject to applicable deductibles. In no event shall this coverage drop down, or apply unless and until loss or damage exceeding such attachment point is sustained, and then only for the proportion of such excess loss attributable to our participation. Should this clause conflict in any way with other drop-down or priority of payment clauses contained in this policy, this clause shall control as pertains to coverage provided by this policy.

**D. Application Of Other Exclusions**

1. When the EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM applies in accordance with the terms of **B.1.**, **B.2.** or **B.3.**, such exclusion applies without regard to the Nuclear Hazard Exclusion in this Coverage Form, Coverage Part or Policy.
2. The EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM contained in this Endorsement replaces any terrorism exclusion contained in this Coverage Form, Coverage Part or Policy.
3. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss or damage which would otherwise be excluded under this Coverage Form, Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion, War Exclusion, or the War And Military Action Exclusion.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

# TERRORISM COVERAGE DISCLOSURE NOTICE

## TERRORISM COVERAGE PROVIDED UNDER THIS POLICY

The Terrorism Risk Insurance Act of 2002 as amended and extended by the subsequent Terrorism Risk Insurance Program Reauthorization Acts (collectively referred to as the "Act") established a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. An act of terrorism is defined as any act certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

In accordance with the Act, we are required to offer you coverage for losses resulting from an act of terrorism **that is certified under the federal program** as an act of terrorism. The policy's other provisions will still apply to such an act. **This offer does not include coverage for incidents of nuclear, biological, chemical, or radiological terrorism which will be excluded from your policy.** Your decision is needed on this question: do you choose to pay the premium for terrorism coverage stated in this offer of coverage, or do you reject the offer of coverage and not pay the premium? You may accept or reject this offer.

If your policy provides commercial property coverage, in certain states, statutes or regulations may require coverage for fire following an act of terrorism. In those states, if terrorism results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to Legal Liability coverage forms or Leasehold Interest coverage forms.

**Your premium will include the additional premium for terrorism as stated in the section of this Notice titled DISCLOSURE OF PREMIUM.**

### DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. **The federal share equals 80% in years 2020 through 2027 of that portion of the amount of such insured losses that exceeds the applicable insurer deductible during Calendar Year 2020 and each Calendar Year thereafter through 2027.**

### DISCLOSURE OF CAP ON ANNUAL LIABILITY

If the aggregate insured terrorism losses of all insurers exceed \$100,000,000,000 during any **Calendar Year** provided in the Act, the Secretary of the Treasury shall not make any payments for any portion of the amount of such losses that exceed \$100,000,000,000, and if we have met our insurer deductible, we shall not be liable for the payment of any portion of such losses that exceeds \$100,000,000,000.

### DISCLOSURE OF PREMIUM

Your premium for terrorism coverage is:

(This charge/amount is applied to obtain the final premium.)

**You may choose to reject the offer by signing the statement below and returning it to us. Your policy will be changed to exclude the described coverage.** If you chose to accept this offer, this form does not have to be returned.

### REJECTION STATEMENT

I hereby decline to purchase coverage for certified acts of terrorism. I understand that an exclusion of certain terrorism losses will be made part of this policy.
---

\_\_\_\_\_  
Policyholder/Legal Representative/Applicant's  
Signature

\_\_\_\_\_  
Named Insured

\_\_\_\_\_  
Print Name of Policyholder/Legal  
Representative /Applicant

\_\_\_\_\_  
Insurance Company

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Policy Number:

**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.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**OCCURRENCE LIMIT OF LIABILITY ENDORSEMENT**

This endorsement modifies insurance provided under this policy.

It is agreed that the following special terms and conditions apply to this policy:

1. The DEFINITIONS Section of the policy and any forms or endorsements attached thereto are amended by the addition of the following Definition:

"Occurrence" shall mean any one loss, disaster, casualty or series of losses, disasters or casualties, arising out of one event. The duration and extent of any one loss, disaster, casualty or series of losses, disasters or casualties will be limited to all losses or series of losses occurring during any period of 168 consecutive hours arising out of, and directly occasioned by, the same event.

When the term applies to loss or series of losses from the perils of tornado, cyclone, hurricane, windstorm, hail, flood, earthquake, volcanic eruption, riot, riot attending a strike, civil commotion, and vandalism and malicious mischief, one event shall be construed to be all losses arising during a continuous period of 72 hours. When filing proof of loss, you may elect the moment at which the 72 hour period shall be deemed to have commenced, which shall not be earlier than when the first loss occurs to any Covered Property.

2. The premium for this policy is based upon the Statement of Values on file with us, or attached to this policy. In the event of loss hereunder, our liability, subject to the terms of paragraph 3. below, shall be limited to the least of the following:
  - a. The actual adjusted amount of loss, less applicable deductible(s).
  - b. 100% of the individually stated value for each scheduled item of interest insured, as shown on the latest Statement of Values on file with us, or attached to this policy, after applying the deductible(s).
  - c. The Limit of Liability or Amount of Insurance shown on the Declarations Page or endorsed onto this policy.
3. The Limit of Liability or Amount of Insurance shown on the Declarations Page of this policy, or endorsed onto this policy, is the total limit of our liability applicable to each "occurrence". Notwithstanding any other terms and conditions of this policy, in no event shall our liability exceed this limit or amount, irrespective of the number of locations involved.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION AND LIMITED ADDITIONAL COVERAGE FOR FUNGUS**

This endorsement modifies insurance provided under this policy.

- A.** The following item is added to **EXCLUSIONS**, section **B**. With respect to the loss or damage addressed therein, this exclusion supersedes any other exclusion which addresses fungus.

**EXCLUSION – “Fungus”, Wet Rot, Dry Rot And Bacteria**

We will not pay for loss or damage caused directly or indirectly by the presence, growth, proliferation, spread or any activity of “fungus”, wet or dry rot or bacteria. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

But if “fungus”, wet or dry rot or bacteria results in:

1. A “specified cause of loss”, we will pay for the loss or damage caused by that “specified cause of loss”, if the Causes of Loss – Special Form applies; or
2. A “covered cause of loss”, we will pay for the loss or damage caused by that “covered cause of loss”, if the Causes of Loss – Basic Form and Causes of Loss – Broad Form applies.

This exclusion does not apply:

1. When “fungus”, wet or dry rot or bacteria results from fire or lightning; or
  2. To the extent that coverage is provided in the Additional Coverage – Limited Coverage For “Fungus”, Wet Rot, Dry Rot And Bacteria with respect to loss or damage by a cause of loss other than fire or lightning.
- B.** The following exclusion replaces any exclusion pertaining to continuous or repeated seepage or leakage of water; and supersedes any other exclusion, preclusion of coverage or exception to an exclusion pertaining to leakage or discharge of water or steam from a system or appliance.

We will not pay for loss or damage caused by or resulting from continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.

- C.** The following item is added to **ADDITIONAL COVERAGES**:

**ADDITIONAL COVERAGE – Limited Coverage For “Fungus”, Wet Rot, Dry Rot And Bacteria**

1. This limited coverage applies only when the “fungus”, wet or dry rot or bacteria are the result of one or more of the following causes that occur during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that “occurrence”, and only if any loss resulting from the following is reported to us within 60 days of the “occurrence”:
  - a. A “specified cause of loss” other than fire or lightning; or
  - b. Flood, if the Flood Coverage Endorsement applies to the affected premises.

This Additional Coverage does not apply to lawns, trees, shrubs or plants which are a part of a vegetated roof.

2. Under conditions described in item A.1. above, we will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:
  - a. Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;
  - b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and
  - c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.
3. The coverage provided under this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all "occurrences" which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular "occurrence" of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the "fungus", wet or dry rot or bacteria continue to be present or active, or recur, in a later policy period.
4. The coverage provided under this Limited Coverage is a sub-limit and does not increase the applicable Limit of Insurance on any Covered Property. If a particular "occurrence" results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.
5. The terms of this Limited Coverage do not increase or reduce the coverage provided under paragraph F.2. (Water Damage, Other Liquids, Powder Or Molten Material Damage) of this Causes of Loss form or under the Additional Coverage – Collapse.
6. The following 6.a. or 6.b. applies only if Business Income and/or Extra Expense coverage applies to the described premises and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable Business Income and/or Extra Expense Coverage form.
  - a. If the loss which resulted in "fungus" wet or dry rot or bacteria does not in itself necessitate a "suspension" of "operations", but such "suspension" is necessary due to loss or damage to property caused by "fungus", wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
  - b. If a covered "suspension" of "operations" was caused by loss or damage other than "fungus", wet or dry rot or bacteria but remediation of "fungus", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

**D.** The following item is added to **DEFINITIONS**:

"Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

**E.** Item **d.2.** under section **2.** of the **EXCLUSIONS** is amended to read:

"Rust, corrosion, decay, deterioration, hidden or latent defect or quality in property that causes it to damage or destroy itself".

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ELECTRONIC DATA LOSS OR DAMAGE - EXCLUSION**

This endorsement modifies insurance provided under this policy.

**A.** It is agreed that the following definitions apply:

"Electronic Data" means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

"Computer Virus" means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature". "Computer Virus" includes but is not limited to 'trojan horses', 'worms' and 'time or logic bombs'.

**B.** Except as provided in the Additional Coverage – Electronic Data, if any, the following exclusion applies:

**Damage to Electronic Data**

We will not pay for loss, destruction, distortion, erasure, corruption, deletion, manipulation or alteration of or damage to "Electronic Data" including loss of use, reduction in functionality, or any cost or expense to replace or restore such "Electronic Data" from any cause whatsoever (including, but not limited to, "Computer Virus" or a willful or malicious act).

This exclusion applies regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

However, this exclusion does not apply to loss, destruction, distortion, erasure, corruption, deletion, manipulation or alteration of or damage to "Electronic Data" arising from the following specified causes of loss, if these causes of loss are not otherwise excluded: fire, lightning, explosion, windstorm or hail, strike, riot or civil commotion, leakage from fire extinguishing equipment, impact or collapse. However, this exception does not apply to fire or explosion resulting from risks excluded under any terrorism exclusion.

**C.** Except as provided in the Additional Coverage – Interruption Of Computer Operations, if any, the following is added to the Business Income and/or Extra Expense Coverage, as applicable:

**Additional Limitation – Interruption Of Computer Operations**

We will not pay for:

1. Business Income loss incurred when a "suspension" of "operations" is caused by loss, destruction, distortion, erasure, corruption, deletion, manipulation or alteration of or damage to "Electronic Data" from any cause whatsoever (including, but not limited to, "Computer Virus" or a willful or malicious act).
2. Extra Expense loss incurred when action is taken to avoid or minimize a "suspension" of "operations" caused by loss, destruction, distortion, erasure, corruption, deletion, manipulation

or alteration of or damage to "Electronic Data" from any cause whatsoever (including, but not limited to, "Computer Virus" or a willful or malicious act).

This limitation applies regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

However, this limitation will not apply to loss, destruction, distortion, erasure, corruption, deletion, manipulation or alteration of or damage to "Electronic Data" arising from the following specified causes of loss, if these causes of loss are not otherwise excluded: fire, lightning, explosion, windstorm or hail, strike, riot or civil commotion, leakage from fire extinguishing equipment, impact or collapse. However, this exception does not apply to fire or explosion resulting from risks excluded under any terrorism exclusion.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ASBESTOS MATERIAL REMOVAL LIMITATION**

This endorsement modifies insurance provided under this policy.

It is agreed that:

**ASBESTOS MATERIAL REMOVAL LIMITATION**

This policy excludes any loss, damage or expense to remove or replace asbestos materials unless such materials are themselves damaged by a Covered Cause of Loss.

Notwithstanding that competent Government Authority may declare all or parts of the insured premises unfit for occupancy without removal or modifications to asbestos materials, our liability is limited to the proportion represented by the cost to repair the damaged part of the premises, not the entire property.

Similarly, if the policy provides any coverage for business income, extra expense, loss of rents or rental value or other loss of use or occupancy, such coverage shall be limited to the time necessary to repair or replace only the damaged portion(s) of the premises.

Nothing in this Endorsement shall override any radioactive contamination exclusion clause in the Policy to which this Endorsement is attached.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA**

This endorsement modifies insurance provided under this policy.

It is agreed that:

**EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA**

1. The exclusion set forth in Paragraph 2. applies to all coverages under all forms and endorsements that comprise this policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.
2. We will not pay for loss or damage caused by or resulting from any virus, bacterium or other micro-organism that induces or is capable of inducing physical distress, illness or disease. However, this exclusion does not apply to loss or damage caused by or resulting from "fungus", wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this policy.
3. With respect to any loss or damage subject to the exclusion in Paragraph 2., such exclusion supersedes any exclusion relating to "pollutants".
4. The following provisions in this policy are hereby amended to remove reference to bacteria:
  - (a) EXCLUSION – "Fungus", Wet Rot, Dry Rot And Bacteria;
  - (b) ADDITIONAL COVERAGE – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria, Including any endorsement increasing the scope or amount of coverage.

The terms of the exclusion in Paragraph 2., or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this policy.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**APPRAISAL**

This endorsement modifies insurance provided under all Coverage Parts.

This endorsement replaces any and all other provisions regarding appraisal.

If we and you disagree on the value of the property or the amount of loss, either party may request, in writing, an appraisal of the value of the property and/or the amount of loss. You cannot make such request unless: (i) you have fully complied with all provisions of this policy; and (ii) we have received a signed and sworn proof of loss from you identifying the total amount being claimed under the policy along with detailed amounts for each type of coverage being claimed including but not limited to real property, personal property, stock, contents, debris removal, business income, extra expense, ordinance or law, and any other additional coverage a claim is being made.

An appraisal may then take place only if the other party agrees in writing to participate in the appraisal process pursuant to terms of a written agreement between the parties. At a minimum, such written agreement will specify a protocol for:

- (i) the selection of a disinterested, competent and impartial appraiser who does not have any financial interest in the claim or appraisal award, including any contingent interest in the outcome of the claim or appraisal award;
- (ii) the inspection of the property by the appraisers;
- (iii) the selection of an umpire;
- (iv) communications between and among the appraisers and umpire;
- (v) specific itemization of each item of property and business income in dispute, allocated building-by-building, floor-by-floor, unit-by-unit, and/or area-by-area or as otherwise agreed; and
- (vi) an award form.

If the parties cannot agree on a written agreement specifying the protocol within 30 days, an appraisal will not take place.

If the appraisal moves forward, the two appraisers will select a disinterested, competent and impartial umpire who does not have any financial interest in the claim or appraisal award, including any contingent interest in the outcome of the claim or appraisal award.

If the two appraisers cannot agree on an umpire within 15 days of either appraiser proposing one or more umpires, the two appraisers may jointly request that a judge of a court in the county of the loss or damage select a disinterested, competent and impartial umpire who does not have any financial interest in the claim or appraisal award, including any contingent interest in the outcome of the claim or appraisal award.

If either party to the appraisal, without notice to the other party, asks a judge to select an umpire, any such selection shall be invalidated and the selection of a new umpire shall be required. If the appraisers do not jointly agree to request the appointment of an umpire, either you or we can unilaterally end the appraisal upon written notice to the other.

Each appraiser will independently state, in accordance with the terms and conditions of this policy, the actual cash value and replacement cost value for each item of damaged real and personal property as well as any other disputed amounts as required by the written appraisal agreement.

If the appraisers fail to agree, they will submit their differences to the umpire and any agreement in the amount of loss between the umpire and either appraiser will be binding.

Each party will pay its chosen appraiser and will equally bear all other expenses of the appraisal and umpire.

In connection with the appraisal proceeding, neither the appraisers nor the umpire shall have authority to decide questions of law. Neither the appraisers nor the umpire shall attempt to resolve any issue of insurance coverage, policy exclusions, compliance with the policy terms and conditions, or any issues concerning any limits of insurance available under the Policy.

A demand for an appraisal does not relieve you of your continuing obligation to comply with the terms and conditions of this policy, including all requirements outlined in event of a loss. We may require completion of any of your duties, responsibilities or requirements of this policy prior to continuance of the appraisal proceeding. We will not be held to have waived any of our rights by any act relating to appraisal, including our right to deny a claim in whole or in part.

Where applicable, the parties agree that during the pendency of an appraisal all required responses and cures to any Civil Remedy Notices are extended until 30 days after the appraisal is concluded.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

## COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

1. POLICY NUMBER:

2. NAMED INSURED:

EFFECTIVE DATE:

RENEWAL OF:

<b>3. DESCRIPTION OF PREMISES</b>					<input type="checkbox"/> "X" If supplemental declarations attached		
Prem. No.		Bldg No.		Location, Construction and Occupancy			
<b>COVERAGES PROVIDED – Insurance at the described premises applies only for coverages for which a limit of insurance is shown</b>							
Prem. No.	Bldg. No.	Coverage	Limit of Insurance	Covered Causes of Loss		Coinsurance*	Rates
*IF EXTRA EXPENSE COVERAGE, LIMITS ON LOSS PAYMENT							
<b>OPTIONAL COVERAGES- applicable only when entries are made in the schedule below</b>							
Prem. No.	Bldg. No.	Agreed Value			Replacement Cost ( )		
		Expiration Date	Coverage	Amount	Building	Personal Property	Including "Stock"
		Inflation Guard (percentage)		Monthly Limit of Indemnity	Maximum Period of Indemnity	Extended Period of Indemnity	
Prem. No.	Bldg. No.	Building	Personal Property				
<b>4. MORTGAGE HOLDERS</b>							
Prem. No.		Bldg. No.		Mortgage Holder Name and Mailing Address			
<b>5. DEDUCTIBLE</b>					<b>TOTAL PREMIUM FOR THIS COVERAGE PART</b> \$		
<b>6. FORMS/ENDORSEMENTS APPLICABLE</b>							
To All Coverages				To Specific Premises/Coverages			
				Prem. No.	Bldg. No.	Coverages	Form Number

THESE DECLARATIONS, WHEN COMBINED WITH THE COMMON POLICY DECLARATIONS, THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE CONTRACT OF INSURANCE

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## **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); and
  - b. Puerto Rico;unless otherwise stated within the applicable Coverage Form or an endorsement to the policy.

#### **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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PARTICIPATION CLAUSE**

This endorsement modifies insurance provided under this policy.

**A. Total Layer Limit of Liability: \$**

**B. Our Percentage:**        % (as shown on the Declarations and attached endorsement(s))

1. Unless specified otherwise, the Limit of Insurance shown in the Declarations and attached endorsement(s) for each applicable coverage represents our percentage of the total of the limit of insurance for all contributing insurance.

a. Additional Coverages (if applicable):

- ☐ Separate annual aggregate for Flood
- ☐ Separate annual aggregate for Earthquake and Volcanic Eruption combined
- ☐ Other

2. The following forms apply to this policy:

- ☐ Arch Policy Form
- ☐ Property Following Form

i. Controlling Insurer and Policy Number:

ii. Exceptions to the controlling policy:

3. The most we will pay is limited to our percentage (as shown above) of any limit of insurance shown in the Declarations and attached endorsement(s) of any covered loss, regardless of whether one or more causes of loss contribute to the loss.
4. The total deductible for all contributing insurance is shown in the Declarations and attached endorsement(s). The deductible applicable to this policy would be our percentage (as shown above) multiplied by the total deductible for all contributing insurance.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

## **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

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

### **A. Coverage**

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

#### **1. Covered Property**

Covered Property, as used in this Coverage Part, means the type of property described in this Section, **A.1.**, and limited in **A.2.**, Property Not Covered, if a Limit of Insurance is shown in the Declarations for that type of property.

**a. Building**, meaning the building or structure described in the Declarations, including:

- (1) Completed additions;
- (2) Fixtures, including outdoor fixtures;
- (3) Permanently installed:
  - (a) Machinery and
  - (b) Equipment;
- (4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
  - (a) Fire extinguishing equipment;
  - (b) Outdoor furniture;
  - (c) Floor coverings; and
  - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
- (5) If not covered by other insurance:
  - (a) Additions under construction, alterations and repairs to the building or structure;
  - (b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure.

- b. **Your Business Personal Property** located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises, consisting of the following unless otherwise specified in the Declarations or on the Your Business Personal Property – Separation of Coverage form:
- (1) Furniture and fixtures;
  - (2) Machinery and equipment;
  - (3) "Stock";
  - (4) All other personal property owned by you and used in your business;
  - (5) Labor, materials or services furnished or arranged by you on personal property of others;
  - (6) Your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
    - (a) Made a part of the building or structure you occupy but do not own; and
    - (b) You acquired or made at your expense but cannot legally remove;
  - (7) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Personal Property of Others.
- c. **Personal Property Of Others** that is:
- (1) In your care, custody or control; and
  - (2) Located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

However, our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

## 2. **Property Not Covered**

Covered Property does not include:

- a. Accounts, bills, currency, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b. Animals, unless owned by others and boarded by you, or if owned by you, only as "stock" while inside of buildings;
- c. Automobiles held for sale;
- d. Bridges, roadways, walks, patios or other paved surfaces;
- e. Contraband, or property in the course of illegal transportation or trade;
- f. The cost of excavations, grading, backfilling or filling;



- g. Foundations of buildings, structures, machinery or boilers if their foundations are below:
  - (1) The lowest basement floor; or
  - (2) The surface of the ground, if there is no basement;
- h. Land (including land on which the property is located), water, growing crops or lawns;
- i. Personal property while airborne or waterborne;
- j. Bulkheads, pilings, piers, wharves or docks;
- k. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- l. Retaining walls that are not part of a building;
- m. Underground pipes, flues or drains;
- n. Electronic data, except as provided under Additional Coverages – Electronic Data. Electronic data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic or electromechanical data processing or electronically controlled equipment and includes programs, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment. This Paragraph n., does not apply to your “stock” of prepackaged software, or to electronic data which is integrated in and operates or controls the building’s elevator, lighting, heating, ventilation, air conditioning or security system.
- o. The cost to replace or restore the information on valuable papers and records, including those which exist as electronic data. Valuable papers and records include but are not limited to proprietary information, books of account, deeds, manuscripts, abstracts, drawings and card index systems. Refer to the Coverage Extension for Valuable Papers And Records (Other Than Electronic Data) for limited coverage for valuable papers and records other than those which exist as electronic data.
- p. Vehicles or self-propelled machines (including aircraft or watercraft) that:
  - (1) Are licensed for use on public roads; or
  - (2) Are operated principally away from the described premises.

This paragraph does not apply to:

- (a) Vehicles or self-propelled machines or autos you manufacture, process or warehouse;
- (b) Vehicles or self-propelled machines, other than autos, you hold for sale;
- (c) Rowboats or canoes out of water at the described premises; or
- (d) Trailers, but only to the extent provided for in the Coverage Extension for Non-Owned Detached Trailers.

q. The following property while outside of buildings:

- (1) Grain, hay, straw or other crops;
- (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants (other than "stock" of trees, shrubs or plants), all except as provided in the Coverage Extensions.

**3. Covered Causes Of Loss**

See applicable Causes of Loss Form as shown in the Declarations.

**4. Additional Coverages**

**a. Debris Removal**

- (1) Subject to Paragraphs (2), (3) and (4), we will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (2) Debris Removal does not apply to costs to:
  - (a) Extract "pollutants" from land or water; or
  - (b) Remove, restore or replace polluted land or water.
- (3) Subject to the exceptions in Paragraph (4), the following provisions apply:
  - (a) The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.
  - (b) Subject to (a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.
- (4) We will pay up to an additional \$10,000 for debris removal expense, for each location, in any one "occurrence" of physical loss or damage to Covered Property, if one or both of the following circumstances apply:
  - (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
  - (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if (4)(a) and/or (4)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the

Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$10,000.

**(5) Examples**

The following examples assume that there is no coinsurance penalty.

**Example #1**

Limit of Insurance	\$90,000
Amount of Deductible	\$500
Amount of Loss	\$50,000
Amount of Loss Payable	\$49,500
	(\$50,000 - \$500)
Debris Removal Expense	\$10,000
Debris Removal Expense Payable	\$10,000
(\$10,000 is 20% of \$50,000)	

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense (\$49,500 + \$10,000 = \$59,500) is less than the Limit of Insurance. Therefore the full amount of debris removal expense is payable in accordance with the terms of Paragraph (3).

**Example #2**

Limit of Insurance	\$90,000
Amount of Deductible	\$500
Amount of Loss	\$80,000
Amount of Loss Payable	\$79,500
	(\$80,000 - \$500)
Debris Removal Expense	\$30,000
Debris Removal Expense Payable	
Basic Amount	\$10,500
Additional Amount	\$10,000

The basic amount payable for debris removal expense under the terms of Paragraph (3) is calculated as follows: \$80,000 (\$79,500 + \$500) x .25 = \$20,000; capped at \$10,500. The cap applies because the sum of the loss payable (\$79,500) and the basic amount payable for debris removal expense (\$10,500) cannot exceed the Limit of Insurance (\$90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph (4), because the debris removal expense (\$30,000) exceeds 25% of the loss payable plus the deductible

(\$30,000 is 37.5% of \$80,000), and because the sum of the loss payable and debris removal expense (\$79,500 + \$30,000 = \$109,500) would exceed the Limit of Insurance (\$90,000). The additional amount of covered debris removal expense is \$10,000, the maximum payable under Paragraph (4). Thus the total payable for debris removal expense in this example is \$20,500; \$9,500 of the debris removal expense is not covered.

**b. Preservation Of Property**

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 30 days after the property is first moved.

**c. Fire Department Service Charge**

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$1,000. Such limit is the most we will pay regardless of the number of responding fire departments or fire units, and regardless of the number or type of services performed.

This Additional Coverage applies to your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

No Deductible applies to this Additional Coverage.

**d. Pollutant Clean Up And Removal**

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage for each described premises is \$10,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

**e. Increased Cost Of Construction**

- (1) This Additional Coverage applies only to buildings to which the Replacement Cost Optional Coverage applies.

- (2) In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the increased costs incurred to comply with the minimum enforcement standards of an ordinance or law in the course of repair, rebuilding or replacement of damaged parts of that property, subject to the limitations stated in e.(3) through e.(9) of this Additional Coverage.
- (3) The ordinance or law referred to in e.(2) of this Additional Coverage is an ordinance or law that regulates the construction or repair of buildings or establishes zoning or land use requirements at the described premises, and is in force at the time of loss.
- (4) Under this Additional Coverage, we will not pay any costs due to an ordinance or law that:
  - (a) You were required to comply with before the loss, even when the building was undamaged; and
  - (b) You failed to comply with.
- (5) Under this Additional Coverage, we will not pay for:
  - (a) The enforcement of or compliance with any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
  - (b) Any costs associated with the enforcement of or compliance with an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.
- (6) The most we will pay under this Additional Coverage, for each described building insured under this Coverage Form, is \$10,000 or 5% of the Limit of Insurance applicable to that building, whichever is less. If a damaged building is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for that damaged building, is the lesser of: \$10,000 or 5% times the value of the damaged building as of the time of loss times the applicable coinsurance percentage.
- (7) With respect to this Additional Coverage:
  - (a) We will not pay for the Increased Cost of Construction:
    - (i) Until the property is actually repaired or replaced, at the same or another premises; and
    - (ii) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
  - (b) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the

Increased Cost of Construction, subject to the provisions of e.(6) of this Additional Coverage, is the increased cost of construction at the same premises.

- (c) If the ordinance or law requires relocation to another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of e.(6) of this Additional Coverage, is the increased cost of construction at the new premises.
- (8) This Additional Coverage is not subject to the terms of the Ordinance Or Law Exclusion, to the extent that such Exclusion would conflict with the provisions of this Additional Coverage.
- (9) The costs addressed in the Loss Payment and Valuation Conditions, and the Replacement Cost Optional Coverage, in this Coverage Form, do not include the increased cost attributable to enforcement of an ordinance or law. The amount payable under this Additional Coverage, as stated in e.(6) of this Additional Coverage, is not subject to such limitation.

**f. Electronic Data**

- (1) Under this Additional Coverage, electronic data has the meaning described under Property Not Covered – Electronic Data. This Additional Coverage does not apply to your "stock" of prepackaged software, or to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system.
- (2) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore electronic data which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.
- (3) The Covered Causes of Loss applicable to Your Business Personal Property apply to this Additional Coverage – Electronic Data, subject to the following:
  - (a) If the Causes Of Loss – Special Form applies, coverage under this Additional Coverage – Electronic Data is limited to the "specified causes of loss" as defined in that form, and Collapse as set forth in that form.
  - (b) If the Causes Of Loss – Broad Form applies, coverage under this Additional Coverage – Electronic Data includes Collapse as set forth in that form.
  - (c) If the Causes Of Loss Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage – Electronic Data.
  - (d) Regardless of the Causes of Loss Form applicable, we will not pay for loss or damage caused by or resulting from a virus, harmful code or similar instruction, whether from an internal or external source, introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. There also

is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.

- (4) The most we will pay under this Additional Coverage – Electronic Data is \$2,500 for all loss or damage sustained in any one policy year, regardless of the number of "occurrences" of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first "occurrence" does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an "occurrence" which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the "occurrence" began.

## **5. Coverage Extensions**

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

Each of the following Coverage Extensions is additional insurance. The Additional Condition, Coinsurance, does not apply to these Extensions.

If a Coinsurance percentage of 80% or more, or a Value Reporting period symbol, is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

### **a. Newly Acquired Or Constructed Property**

#### **(1) Buildings**

If this policy covers Building, you may extend that insurance to apply to:

- (a) Your new buildings while being built on the described premises; and
- (b) Buildings you acquire at locations, other than the described premises, intended for:
  - (i) Similar use as the building described in the Declarations; or
  - (ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$250,000 at each building.

#### **(2) Your Business Personal Property**

- (a) If this policy covers Your Business Personal Property, you may extend that insurance to apply to:

- (i) Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions;
- (ii) Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations; or
- (iii) Business personal property that you newly acquire, located at the described premises.

The most we will pay for loss or damage under this Extension is \$100,000 at each building.

**(b) This Extension does not apply to:**

- (i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
- (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

**(3) Period Of Coverage**

With respect to insurance provided under this Coverage Extension for Newly Acquired Or Constructed Property, coverage will end when any of the following first occurs:

- (a) This policy expires;
- (b) 30 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

**b. Personal Effects And Property Of Others**

You may extend the insurance that applies to Your Business Personal Property to apply to:

- (1) Personal effects owned by you, your officers, your partners or members, your managers or your employees. This extension does not apply to loss or damage by theft.
- (2) Personal property of others in your care, custody or control.

The most we will pay for loss or damage under this Extension is \$2,500 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

**c. Valuable Papers And Records (Other Than Electronic Data)**



- (1) You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered – Electronic Data.
- (2) If the Causes Of Loss – Special Form applies, coverage under this Extension is limited to the “specified causes of loss” as defined in that form, and Collapse as set forth in that form.
- (3) If the Causes Of Loss – Broad Form applies, coverage under this Extension includes Collapse as set forth in that form.
- (4) Under this Extension, the most we will pay to replace or restore the lost information is \$2,500 at each described premises, unless a higher limit is shown in the Declarations. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

**d. Property Off-Premises**

- (1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:
  - (a) Temporarily at a location you do not own, lease or operate;
  - (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
  - (c) At any fair, trade show or exhibition.
- (2) This Extension does not apply to property:
  - (a) In or on a vehicle; or
  - (b) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.
- (3) The most we will pay for loss or damage under this Extension is \$10,000.

**e. Outdoor Property**

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), signs (other than signs attached to buildings), trees, shrubs and plants (other than “stock” of trees, shrubs or plants), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;

- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$1,000, but not more than \$250 for any one tree, shrub or plant. These limits apply to any one "occurrence", regardless of the types or number of items lost or damaged in that "occurrence".

**f. Non-Owned Detached Trailers**

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:
  - (a) The trailer is used in your business;
  - (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
  - (c) You have a contractual responsibility to pay for loss or damage to the trailer.
- (2) We will not pay for any loss or damage that occurs:
  - (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
  - (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.
- (3) The most we will pay for loss or damage under this Extension is \$5,000, unless a higher limit is shown in the Declarations.
- (4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

**B. Exclusions And Limitations**

See applicable Causes of Loss Form as shown in the Declarations.

**C. Limits Of Insurance**

The most we will pay for loss or damage in any one "occurrence" is the applicable Limit of Insurance shown in the Declarations.

The most we will pay for loss or damage to outdoor signs attached to buildings is \$1,000 per sign in any one "occurrence".

The limits applicable to the following Additional Coverages apply in accordance with the terms of such coverage and are in addition to the Limits of Insurance shown in the Declarations for any other coverage:

1. Fire Department Service Charge;
2. Pollutant Clean Up and Removal;
3. Increased Cost of Construction; and
4. Electronic Data.

Payments under the Preservation of Property Additional Coverage will not increase the applicable Limit of Insurance.

#### **D. Deductible**

In any one "occurrence" of loss or damage (hereinafter referred to as loss), we will first reduce the amount of loss if required by the Coinsurance Condition or the Agreed Value Optional Coverage. If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of loss, and will pay the resulting amount or the Limit of Insurance, whichever is less.

When the "occurrence" involves loss to more than one item of Covered Property and separate Limits of Insurance apply, the losses will not be combined in determining application of the Deductible. But the Deductible will be applied only once per "occurrence".

#### **Example No. 1:**

(This example assumes there is no coinsurance penalty.)

Deductible:	\$250
Limit of Insurance – Bldg. 1:	\$60,000
Limit of Insurance – Bldg. 2:	\$80,000
Loss to Bldg. 1:	\$60,100
Loss to Bldg. 2:	\$90,000

The amount of loss to Bldg. 1 (\$60,100) is less than the sum (\$60,250) of the Limit of Insurance applicable to Bldg. 1 plus the Deductible.

The Deductible will be subtracted from the amount of loss in calculating the loss payable for Bldg. 1:

\$ 60,100	
– 250	
<u>\$ 59,850</u>	Loss Payable – Bldg. 1

The Deductible applies once per "occurrence" and therefore is not subtracted in determining the amount of loss payable for Bldg. 2. Loss payable for Bldg. 2 is the Limit of Insurance of \$80,000.

Total amount of loss payable: \$59,850 + 80,000 = \$139,850

#### **Example No. 2:**

(This example, too, assumes there is no coinsurance penalty.)

The Deductible and Limits of Insurance are the same as those in Example No. 1.

Loss to Bldg. 1:	\$70,000
(exceeds Limit of Insurance plus Deductible)	
Loss to Bldg. 2:	\$90,000
(exceeds Limit of Insurance plus Deductible)	
Loss Payable – Bldg. 1:	\$60,000
(Limit of Insurance)	
Loss Payable – Bldg. 2:	\$80,000
(Limit of Insurance)	
Total amount of loss payable:	\$140,000

**E. Loss Conditions**

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

**1. Abandonment**

There can be no abandonment of any property to us.

**2. Appraisal**

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. 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.

**3. Duties In The Event Of Loss Or Damage**

- a. You must see that the following are done in the event of loss or damage to Covered Property:
  - (1) Notify the police if a law may have been broken.
  - (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
  - (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.

(4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

(5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.

(6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

(7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

(8) Cooperate with us in the investigation or settlement of the claim.

b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

#### **4. Loss Payment**

a. In the event of loss or damage covered by this Coverage Form, at our option, we will either:

(1) Pay the value of lost or damaged property;

(2) Pay the cost of repairing or replacing the lost or damaged property, subject to b. below;

(3) Take all or any part of the property at an agreed or appraised value; or

(4) Repair, rebuild or replace the property with other property of like kind and quality, subject to b. below.

We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of the Valuation Condition in this Coverage Form or any applicable provision which amends or supersedes the Valuation Condition.

b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

c. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.

- d. We will not pay you more than your financial interest in the Covered Property.
- e. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
- f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
- g. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part and:
  - (1) We have reached agreement with you on the amount of loss; or
  - (2) An appraisal award has been made.
- h. A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the loss to the party wall, subject to all applicable policy provisions including Limits of Insurance, the Valuation and Coinsurance Conditions and all other provisions of this Loss Payment Condition. Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the Transfer Of Rights Of Recovery Against Others To Us Condition in this policy.

## 5. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

## 6. Vacancy

### a. Description Of Terms

- (1) As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in (1)(a) and (1)(b) below:
  - (a) When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.
  - (b) When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:
    - (i) Rented to a lessee or sub-lessee and used by the lessee or sub-lessee to conduct its customary operations; and/or

(ii) Used by the building owner to conduct customary operations.

(2) Buildings under construction or renovation are not considered vacant.

**b. Vacancy Provisions**

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs:

(1) We will not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:

(a) Vandalism;

(b) Sprinkler leakage, unless you have protected the system against freezing;

(c) Building glass breakage;

(d) Water damage;

(e) Theft; or

(f) Attempted theft.

(2) With respect to Covered Causes of Loss other than those listed in **b.(1)(a)** through **b.(1)(f)** above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

**7. Valuation**

We will determine the value of Covered Property in the event of loss or damage as follows:

a. At actual cash value as of the time of loss or damage, except as provided in **b.**, **c.**, **d.** and **e.** below.

b. If the Limit of Insurance for Building satisfies the Additional Condition, Coinsurance, and the cost to repair or replace the damaged building property is \$2,500 or less, we will pay the cost of building repairs or replacement.

The cost of building repairs or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property. However, the following property will be valued at the actual cash value even when attached to the building:

(1) Awnings or floor coverings;

(2) Appliances for refrigerating, ventilating, cooking, dishwashing or laundering; or

(3) Outdoor equipment or furniture.

c. "Stock" you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had.

d. Glass at the cost of replacement with safety glazing material if required by law.

e. Tenant's Improvements and Betterments at:

- (1) Actual cash value of the lost or damaged property if you make repairs promptly.
- (2) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:
  - (a) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
  - (b) Divide the amount determined in (a) above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.

- (3) Nothing if others pay for repairs or replacement.

**F. Additional Conditions**

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

**1. Coinsurance**

If a Coinsurance percentage is shown in the Declarations, the following condition applies.

- a. We will not pay the full amount of any loss if the value of Covered Property at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

- (1) Multiply the value of Covered Property at the time of loss by the Coinsurance percentage;
- (2) Divide the Limit of Insurance of the property by the figure determined in Step (1);
- (3) Multiply the total amount of loss, before the application of any deductible, by the figure determined in Step (2); and
- (4) Subtract the deductible from the figure determined in Step (3).

We will pay the amount determined in Step (4) or the limit of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

**Example No. 1 (Underinsurance):**

When:	The value of the property is	\$250,000
	The Coinsurance percentage for it is	80%
	The Limit of Insurance for it is	\$100,000



The Deductible is	\$250
The amount of loss is	\$40,000

Step (1):  $\$250,000 \times 80\% = \$200,000$   
(the minimum amount of insurance to meet your Coinsurance requirements)

Step (2):  $\$100,000 \div \$200,000 = .50$

Step (3):  $\$40,000 \times .50 = \$20,000$

Step (4):  $\$20,000 - \$250 = \$19,750$

We will pay no more than \$19,750. The remaining \$20,250 is not covered.

**Example No. 2 (Adequate Insurance):**

When:	The value of the property is	\$250,000
	The Coinsurance percentage for it is	80%
	The Limit of Insurance for it is	\$200,000
	The Deductible is	\$250
	The amount of loss is	\$40,000

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 ( $\$250,000 \times 80\%$ ). Therefore, the Limit of Insurance in this Example is adequate and no penalty applies. We will pay no more than \$39,750 (\$40,000 amount of loss minus the deductible of \$250).

- b. If one Limit of Insurance applies to two or more separate items, this condition will apply to the total of all property to which the limit applies.

**Example No. 3:**

When:	The value of property is:	
	Bldg. at Location No. 1	\$75,000
	Bldg. at Location No. 2	\$100,000
	Personal Property at Location No. 2	\$75,000
		<hr/> \$250,000
	The Coinsurance percentage for it is	90%
	The Limit of Insurance for Buildings and Personal Property at Location Nos. 1 and 2 is	\$180,000
	The Deductible is	\$1,000
	The amount of loss is:	
	Bldg. at Location No. 2	\$30,000
	Personal Property at Location No. 2.	\$20,000
		<hr/> \$50,000

Step (1):  $\$250,000 \times 90\% = \$225,000$   
(the minimum amount of insurance to meet your Coinsurance requirements and to avoid the

penalty shown below)

Step (2):  $\$180,000 \div \$225,000 = .80$

Step (3):  $\$50,000 \times .80 = \$40,000$

Step (4):  $\$40,000 - \$1,000 = \$39,000$

We will pay no more than \$39,000. The remaining \$11,000 is not covered.

## **2. Mortgageholders**

- a. The term mortgageholder includes trustee.
- b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.
- c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:

- (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
- (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this Coverage Part will then apply directly to the mortgageholder.

- e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

- (1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
- (2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this policy, we will give written notice to the mortgageholder at least:

- (1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

- g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

## **G. Optional Coverages**

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item.

### **1. Agreed Value**

- a. The Additional Condition, Coinsurance, does not apply to Covered Property to which this Optional Coverage applies. We will pay no more for loss of or damage to that property than the proportion that the Limit of Insurance under this Coverage Part for the property bears to the Agreed Value shown for it in the Declarations.
- b. If the expiration date for this Optional Coverage shown in the Declarations is not extended, the Additional Condition, Coinsurance, is reinstated and this Optional Coverage expires.
- c. The terms of this Optional Coverage apply only to loss or damage that occurs:
  - (1) On or after the effective date of this Optional Coverage; and
  - (2) Before the Agreed Value expiration date shown in the Declarations or the policy expiration date, whichever occurs first.

### **2. Inflation Guard**

- a. The Limit of Insurance for property to which this Optional Coverage applied will automatically increase by the annual percentage shown in the Declarations.
- b. The amount of increase will be:
  - (1) The Limit of Insurance that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Limit of Insurance, times
  - (2) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08), times
  - (3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.

#### **Example:**

If:	The applicable Limit of Insurance is	\$100,000
	The annual percentage increase is	8%
	The number of days since the beginning of the policy year (or last policy change) is	146

The amount of increase is  
\$100,000 x .08 x 146

÷ 365 = \$3,200

### 3. Replacement Cost

- a. Replacement Cost (without deduction for depreciation) replaces Actual Cash Value in the Loss Condition, Valuation, of this Coverage Form.
- b. This Optional Coverage does not apply to:
  - (1) Personal property of others;
  - (2) Contents of a residence;
  - (3) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac; or
  - (4) "Stock", unless the Including "Stock" option is shown in the Declarations.

Under the terms of this Replacement Cost Optional Coverage, tenants' improvements and betterments are not considered to be the personal property of others.

- c. You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this Optional Coverage provides if you notify us of your intent to do so within 180 days after the loss or damage.
- d. We will not pay on a replacement cost basis for any loss or damage:
  - (1) Until the lost or damaged property is actually repaired or replaced; and
  - (2) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage.

With respect to tenants' improvements and betterments, the following also apply:

- (3) If the conditions in d.(1) and d.(2) above are not met, the value of tenants' improvements and betterments will be determined as a proportion of your original cost, as set forth in the Valuation Condition of this Coverage Form; and
- (4) We will not pay for loss or damage to tenants' improvements and betterments if others pay for repairs or replacement.
- e. We will not pay more for loss or damage on a replacement cost basis than the least of (1), (2) or (3), subject to f. below:
  - (1) The Limit of Insurance applicable to the lost or damaged property;
  - (2) The cost to replace the lost or damaged property with other property:
    - (a) Of comparable material and quality; and

(b) Used for the same purpose; or

(3) The amount actually spent that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost described in e.(2) above is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.

f. The cost of repair or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

#### 4. Extension Of Replacement Cost To Personal Property Of Others

a. If the Replacement Cost Optional Coverage is shown as applicable in the Declarations, then this Extension may also be shown as applicable. If the Declarations show this Extension as applicable, then Paragraph 3.b.(1) of the Replacement Cost Optional Coverage is deleted and all other provisions of the Replacement Cost Optional Coverage apply to replacement cost on personal property of others.

b. With respect to replacement cost on the personal property of others, the following limitation applies:

If an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance.

#### H. Definitions

1. **"Fungus"** means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

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

3. **"Stock"** means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

## CAUSES OF LOSS – SPECIAL FORM

Words and phrases that appear in quotation marks have special meaning. Refer to Section **G. Definitions.**

### **A. Covered Causes Of Loss**

When Special is shown in the Declarations, Covered Causes of Loss means Direct Physical Loss unless the loss is excluded or limited in this policy.

### **B. Exclusions**

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

#### **a. Ordinance Or Law**

The enforcement of or compliance with any ordinance or law:

- (1) Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, Ordinance Or Law, applies whether the loss results from:

- (1) An ordinance or law that is enforced even if the property has not been damaged; or
- (2) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

#### **b. Earth Movement**

- (1) Earthquake, including tremors and aftershocks and any earth sinking, rising or shifting related to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
- (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in **b.(1)** through **(4)** above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

- (5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay

for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

Volcanic Action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

With respect to coverage for Volcanic action as set forth in (5)(a), (5)(b) and (5)(c), all volcanic eruptions that occur within any 168-hour period will constitute a single "occurrence".

Volcanic Action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or is otherwise caused.

**c. Governmental Action**

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.

**d. Nuclear Hazard**

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

**e. Utility Services**

The failure of power, communication, water or other utility service supplied to the described premises, however caused, if the failure:

- (1) Originates away from the described premises; or
- (2) Originates at the described premises, but only if such failure involves equipment used to supply the utility service to the described premises from a source away from the described premises.

Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Loss or damage caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

But if the failure or surge of power, or the failure of communication, water or other utility service, results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

Communication services include but are not limited to service relating Internet access or access to any electronic, cellular or satellite network.

**f. War And Military Action**

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

**g. Water**

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not (including storm surge);
- (2) Mudslide or mudflow;
- (3) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment; or
- (4) Water under the ground surface pressing on, or flowing or seeping through:
  - (a) Foundations, walls, floors or paved surfaces;
  - (b) Basements, whether paved or not; or
  - (c) Doors, windows or other openings; or
- (5) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph (1), (3), or (4), or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, as described in g.(1) through g.(5), results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

Exclusions B.1.a. through B.1.g. apply whether or not the loss event results in widespread damage or affects a substantial area.



2. We will not pay for loss or damage caused by or resulting from any of the following:
- a. Artificially generated electrical, magnetic or electromagnetic energy or current, including electric arcing, that damages, disturbs, disrupts or otherwise interferes with any:
    - 1. Electrical or electronic wire(s), devices, appliances, system or network; or
    - 2. Device, appliance, system or network utilizing cellular or satellite technology.

But if fire results, we will pay for the loss or damage caused by that fire.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

- (a) Electrical current, including arcing;
  - (b) Electrical charge produced or conducted by a magnetic or electromagnetic field;
  - (c) Pulse of electromagnetic energy; or
  - (d) Electromagnetic waves or microwaves.
- b. Delay, loss of use or loss of market.
- c. Smoke, vapor or gas from agricultural smudging or industrial operations.
- d.
  - (1) Wear and tear;
  - (2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
  - (3) Smog;
  - (4) Settling, cracking, shrinking or expansion;
  - (5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.
  - (6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.
  - (7) The following causes of loss to personal property:
    - (a) Dampness or dryness of atmosphere;
    - (b) Changes in or extremes of temperature; or
    - (c) Marring or scratching.

But if an excluded cause of loss that is listed in 2.d.(1) through (7) results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

- e. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
- f. Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.
- g. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
  - (1) You do your best to maintain heat in the building or structure; or
  - (2) You drain the equipment and shut off the supply if the heat is not maintained.
- h. Dishonest or criminal act (including theft) by you, any of your partners, members, officers, managers, employees (including temporary employees and leased workers), directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose:
  - (1) Acting alone or in collusion with others; or
  - (2) Whether or not occurring during your normal hours of operation.

This exclusion does not apply to acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives; but theft by employees (including temporary employees and leased workers) or authorized representatives is not covered.
- i. Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- j. Rain, snow, ice or sleet to personal property in the open.
- k. Collapse, including any of the following conditions of property or any part of the property:
  - (1) An abrupt falling down or caving in;
  - (2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
  - (3) Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to (1) or (2) above.

But if collapse results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion k. does not apply:

- (a) To the extent that coverage is provided under the Additional Coverage, Collapse; or
- (b) To collapse caused by one or more of the following:
  - (i) The "specified causes of loss";
  - (ii) Breakage of building glass;
  - (iii) Weight of rain that collects on a roof; or
  - (iv) Weight of people or personal property.

- l. Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion, l., does not apply to damage to glass caused by chemicals applied to the glass.

- m. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

- 3. We will not pay for loss or damage caused by or resulting from any of the following, 3.a. through 3.c. But if an excluded cause of loss that is listed in 3.a. through 3.c. results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

- a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss or damage.
- b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
- c. Faulty, inadequate or defective:
  - (1) Planning, zoning, development, surveying, siting;
  - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
  - (3) Materials used in repair, construction, renovation or remodeling; or
  - (4) Maintenance;

of part or all of any property on or off the described premises.

#### 4. Special Exclusions

The following provisions apply only to the specified Coverage Forms:

**a. Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, Or Extra Expense Coverage Form**

We will not pay for:

**(1) Any loss caused by or resulting from:**

- (a)** Damage or destruction of "finished stock"; or
- (b)** The time required to reproduce "finished stock".

This exclusion does not apply to Extra Expense.

**(2) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers.**

**(3) Any increase of loss caused by or resulting from:**

- (a)** Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or
- (b)** Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your Business Income during the "period of restoration" and any extension of the "period of restoration" in accordance with the terms of the Extended Business Income Additional Coverage and the Extended Period Of Indemnity Optional Coverage or any variation of these.

**(4) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration".**

**(5) Any other consequential loss.**

**b. Leasehold Interest Coverage Form**

**(1) Paragraph B.1.a. Ordinance Or Law, does not apply to insurance under this Coverage Form.**

**(2) We will not pay for any loss caused by:**

- (a)** Your cancelling the lease;
- (b)** The suspension, lapse or cancellation of any license; or
- (c)** Any other consequential loss.

**c. Legal Liability Coverage Form**

**(1) The following exclusions do not apply to insurance under this Coverage Form:**

- (a)** Paragraph B.1.a. Ordinance Or Law;

- (b) Paragraph B.1.c. Governmental Action;
- (c) Paragraph B.1.d. Nuclear Hazard;
- (d) Paragraph B.1.e. Utility Services; and
- (e) Paragraph B.1.f. War And Military Action.

(2) The following additional exclusions apply to insurance under this Coverage Form:

(a) **Contractual Liability**

We will not defend any claim or "suit", or pay damages that you are legally liable to pay, solely by reason of your assumption of liability in a contract or agreement. But this exclusion does not apply to a written lease agreement in which you have assumed liability for building damage resulting from an actual or attempted burglary or robbery, provided that:

- (i) Your assumption of liability was executed prior to the accident; and
- (ii) The building is Covered Property under this Coverage Form.

(b) **Nuclear Hazard**

We will not defend any claim or "suit", or pay any damages, loss, expense or obligation, resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

**5. Additional Exclusion**

The following provisions apply only to the specified property:

**Loss Or Damage To Products**

We will not pay for loss or damage to any merchandise, goods or other product caused by or resulting from error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or repair. This exclusion applies to any effect that compromises the form, substance or quality of the product. But if such error or omission results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

**C. Limitations**

The following limitations apply to all policy forms and endorsements, unless otherwise stated.

- 1. We will not pay for loss of or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section.
  - a. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or

damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

- b. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
- c. The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
  - (1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
  - (2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.
- d. Building materials and supplies not attached as part of the building or structure, caused by or resulting from theft.

However, this limitation does not apply to:

- (1) Building materials and supplies held for sale by you, unless they are insured under the Builders Risk Coverage Form; or
  - (2) Business Income coverage or Extra Expense coverage.
  - e. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.
  - f. Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.
  - g. Lawns, trees, shrubs or plants which are part of a vegetated roof, caused by or resulting from:
    - (1) Dampness or dryness of atmosphere or of soil supporting the vegetation;
    - (2) Changes in or extremes of temperature;
    - (3) Disease;
    - (4) Frost or hail; or
    - (5) Rain, snow, ice or sleet.
2. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:
- a. Animals, and then only if they are killed or their destruction is made necessary.
  - b. Fragile articles such as statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:

(1) Glass; or

(2) Containers of property held for sale.

- c. Builders' machinery, tools and equipment owned by you or entrusted to you, provided such property is Covered Property.

However, this limitation does not apply:

(1) If the property is located on or within 100 feet of the described premises, unless the premises is insured under the Builders Risk Coverage Form; or

(2) To Business Income coverage or to Extra Expense coverage.

3. The special limit shown for each category, a. through d., is the total limit for loss of or damage to all property in that category. The special limit applies to any one "occurrence" of theft, regardless of the types or number of articles that are lost or damaged in that "occurrence". The special limits are:

a. \$2,500 for furs, fur garments and garments trimmed with fur.

b. \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.

c. \$2,500 for patterns, dies, molds and forms.

d. \$250 for stamps, tickets, including lottery tickets held for sale, and letters of credit.

These special limits are part of, not in addition to, the Limit of Insurance applicable to the Covered Property.

This limitation, C.3., does not apply to Business Income coverage or to Extra Expense coverage.

4. We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage:

a. Results in discharge of any substance from an automatic fire protection system; or

b. Is directly caused by freezing.

However, this limitation does not apply to Business Income coverage or to Extra Expense coverage.

#### **D. Additional Coverage – Collapse**

The term Covered Cause of Loss includes the Additional Coverage – Collapse and applies only to an abrupt collapse as described and limited in D.1. through D.5. below.

1. For the purposes of this Additional Coverage - Collapse:

- a. Abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose;
  - b. A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of abrupt collapse;
  - c. A part of a building that is standing is not considered to be in a state of abrupt collapse even if it has separated from another part of the building;
  - d. A building that is standing or any part of a building that is standing is not considered to be in a state of abrupt collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
2. We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that is insured under this Coverage Form or that contains Covered Property insured under this Coverage Form, if such collapse is caused by one or more of the following:
- a. The "specified causes of loss" or breakage of building glass, all only as insured against in this Coverage Part;
  - b. Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
  - c. Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
  - d. Weight of people or personal property;
  - e. Weight of rain that collects on a roof;
  - f. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation. However, if the collapse occurs after construction, remodeling or renovation is complete and is caused in part by a cause of loss listed in 2.a. through 2.e., we will pay for the loss or damage even if use of defective material or methods, in construction, remodeling or renovation, contributes to the collapse.

The criteria set forth in 1.a. through 1.d. do not limit the coverage otherwise provided under this Causes Of Loss form for the causes of loss listed in 2.a., 2.d. and 2.e.

3. With respect to the following property:
- a. Outdoor radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers;
  - b. Awnings, gutters and downspouts;
  - c. Yard fixtures;
  - d. Outdoor swimming pools;
  - e. Fences;



- f. Piers, wharves and docks;
- g. Beach or diving platforms or appurtenances;
- h. Retaining walls; and
- i. Walks, roadways and other paved surfaces;

if the abrupt collapse is caused by a cause of loss listed in 2.b. through 2.f., we will pay for loss or damage to that property only if:

- a. Such loss or damage is a direct result of the abrupt collapse of a building insured under this Coverage Form; and
- b. The property is Covered Property under this Coverage Form.

- 4. If personal property abruptly falls down or caves in and such collapse is not the result of abrupt collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:

- a. The collapse of personal property was caused by a Cause of Loss listed in 2.a. through 2.f. above;
- b. The personal property which collapses is inside a building; and
- c. The property which collapses is not of a kind listed in 3. above, regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this Paragraph 4. does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

Collapse of personal property does not mean cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

This Additional Coverage – Collapse does not apply to personal property that has not abruptly fallen down or caved in.

- 5. This Additional Coverage, Collapse, will not increase the Limits of Insurance provided in this Coverage Part.

## **F. Additional Coverage Extensions**

### **1. Property In Transit**

This Extension applies only to your personal property to which this form applies.

- a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory. For the purposes of this Coverage Extension, the coverage territory is extended to include Canada but only for a period of thirty (30) consecutive days. Coverage begins when the property leaves the United States and automatically ends after thirty (30) days or at the end of the policy period, whichever occurs first.

- b. Loss or damage must be caused by or result from one of the following causes of loss:
  - (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
  - (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the road bed.
  - (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.
- c. The most we will pay for loss or damage under this Extension is \$5,000.

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

## **2. Water Damage, Other Liquids, Powder Or Molten Material Damage**

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes. This Coverage Extension does not increase the Limit of Insurance.

## **3. Glass**

- a. We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.
- b. We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

This Coverage Extension, **F.3.**, does not increase the Limit of Insurance.

## **G. Definitions**

- 1. **"Specified Causes of Loss"** means the following: Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.
  - a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
    - (1) The cost of filling sinkholes; or
    - (2) Sinking or collapse of land into man-made underground cavities.
  - b. Falling objects does not include loss or damage to:
    - (1) Personal property in the open; or

- (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

c. Water damage means:

- (1) Accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam; and
- (2) Accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of a water or sewer pipe that is located off the described premises and is part of a municipal potable water supply system or municipal sanitary sewer system, if the breakage or cracking is caused by wear and tear.

But water damage does not include loss or damage otherwise excluded under the terms of the Water Exclusion. Therefore, for example, there is no coverage under this policy in the situation in which discharge or leakage of water results from the breaking apart or cracking of a pipe which was caused by or related to weather-induced flooding, even if wear and tear contributed to the breakage or cracking. As another example, and also in accordance with the terms of the Water Exclusion, there is no coverage for loss or damage caused by or related to weather-induced flooding which follows or is exacerbated by pipe breakage or cracking attributable to wear and tear.

To the extent that accidental discharge or leakage of water falls within the criteria set forth in c.(1) or c.(2) of this definition of "specified causes of loss," such water is not subject to the provisions of the Water Exclusion which preclude coverage for surface water or water under the surface of the ground.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EQUIPMENT BREAKDOWN COVERAGE**

This Endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CAUSES OF LOSS – BASIC  
CAUSES OF LOSS – BROAD  
CAUSES OF LOSS – SPECIAL FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM

Equipment Breakdown Schedule	
<b>Equipment Breakdown Limits of Insurance:</b>	
Perishable Goods	
Expediting Expenses	
Pollution Clean Up and Removal	
Data and Media	
Demolition and Increased Cost of Construction	
<b>Deductibles:</b>	
Direct Damage	
Business Income and Extra Expense	
Perishable Goods	
Utility Interruption – Waiting Period	hours
Other:	

The following is added to paragraph A. 4. Additional Coverages in the applicable Coverage Form:

**A. Equipment Breakdown Coverage**

1. We will pay for direct physical loss to Covered Property caused by or resulting from a "breakdown" to "covered equipment".

With respect to otherwise covered Business Income and Extra Expense, "breakdown" to "covered equipment" will be considered a Covered Cause of Loss.

**2. "Breakdown"**

- a. "Breakdown" means:

- (1) Failure of pressure or vacuum equipment;
- (2) Mechanical failure including rupture or bursting caused by centrifugal force; or
- (3) Electrical failure caused by artificially generated electric current, including arcing;

that causes direct physical loss or damage to "covered equipment" and necessitates its repair or replacement.

b. "Breakdown" does not mean:

- (1) Cracking of any part on an internal combustion gas turbine exposed to the products of combustion;
- (2) Damage to any structure or foundation supporting the "covered equipment" or any of its parts;
- (3) Damage to any vacuum tube, gas tube, or brush;
- (4) Defects, erasures, errors, limitations or viruses in "computer equipment", data, "media" and/or programs including the inability to recognize and process any data or time or provide instructions to "covered equipment". However, if a "breakdown" ensues, we will pay the ensuing loss or damage not otherwise excluded;
- (5) Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
- (6) Malfunction including but not limited to adjustment, alignment, calibration, cleaning or modification; or
- (7) The functioning of any safety or protective device.

c. If an initial "breakdown" causes other "breakdowns", all will be considered one "breakdown". All "breakdowns" that manifest themselves at the same time and are the result of the same cause will also be considered one "breakdown".

### 3. "Covered Equipment"

a. "Covered equipment" means any Covered Property that is:

- (1) Equipment designed and built to operate under internal pressure or vacuum other than weight of contents. For any boiler or fired vessel, the furnace of the "covered equipment" and the gas passages from there to the atmosphere will be considered as outside the "covered equipment";
- (2) Communication equipment and "computer equipment";
- (3) Fiber optic cable; or
- (4) Any other electrical or mechanical equipment that is used in the generation, transmission or utilization of energy.

b. "Covered equipment" does not mean any:

- (1) Astronomical telescope, cyclotron, nuclear reactor, particle accelerator, satellites and/or spacecraft (including satellite or spacecraft contents and/or their launch sites);
- (2) Catalyst;
- (3) Dragline, power shovel, excavation or construction equipment including any "covered equipment" mounted on or used solely with any dragline, power shovel, excavation or construction equipment;

- (4) Elevator or escalator, but not excluding any electrical machine or apparatus mounted on or used with this equipment;
  - (5) Equipment or any part of equipment manufactured by you for sale;
  - (6) Felt, wire, screen, mold, form, pattern, die, extrusion plate, swing hammer, grinding disc, cutting blade, non-electrical cable, chain, belt, rope, clutch plate, brake pad, non-metal part or any part or tool subject to periodic replacement;
  - (7) Insulating or refractory material;
  - (8) Non-metallic pressure or vacuum equipment, unless it is constructed and used in accordance with the American Society of Mechanical Engineers (A.S.M.E.) code or a Code that has been accepted by the National Board of Boiler and Pressure Vessel Inspectors;
  - (9) Part of pressure or vacuum equipment that is not under internal pressure of its contents or internal vacuum;
  - (10) Pressure vessels and piping that are buried below ground and require the excavation of materials to inspect, remove, repair or replace;
  - (11) Structure, foundation, cabinet or compartment supporting or containing the "covered equipment" or part of the "covered equipment" including penstock, draft tube or well casing;
  - (12) Vehicle, aircraft, self-propelled equipment or floating vessel, including any "covered equipment" mounted on or used solely with any vehicle, aircraft, self-propelled equipment or floating vessel; or
  - (13) "Media".
4. **Property Not Covered.** With regard to the coverage provided by this Endorsement only, A.2.b. in the Coverage Form to which this Endorsement applies is deleted and replaced by the following:
- b. Animals.
5. **Equipment Breakdown Coverage Extensions.** The following coverages also apply to loss or damage caused by or resulting from a "breakdown" to "covered equipment". These Equipment Breakdown Coverage Extensions do not provide additional amounts of insurance. The limits provided are part of, not in addition to, the Limit of Insurance that applies to the damaged Covered Property.
- a. **Perishable Goods.**
    - (1) We will pay for:
      - (a) Your loss of "perishable goods" due to spoilage;
      - (b) Your loss of "perishable goods" due to spoilage that is caused by or results from an interruption in utility services that is the direct result of a "breakdown" to "covered equipment" that is owned by a utility, landlord, or other supplier with whom you have a contract to provide you with any of the following services: electrical power, communications, waste

disposal, air conditioning, refrigeration, heating, gas, air, water or steam. Coverage for such loss will begin 12 hours after the time the "breakdown" causes the interruption of the utility service; or

- (c) Your loss of "perishable goods" due to contamination from the release of refrigerant, including but not limited to ammonia.

We will also pay any necessary expense you incur to reduce the amount of loss under this coverage. We will pay such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

- (2) If you are unable to replace the "perishable goods" before its anticipated sale, the amount of our payment will be determined on the basis of the sales price of the "perishable goods" at the time of the "breakdown", less discounts and expenses you otherwise would have had. Otherwise our payment will be determined in accordance with the Loss Payment Condition.
- (3) The most we will pay for any loss or expense under this Equipment Breakdown Coverage Extension is \$25,000 or the Limit of Insurance for Perishable Goods shown on the Equipment Breakdown Schedule, whichever is greater.

**b. Expediting Expenses.**

- (1) With respect to your damaged Covered Property, we will pay the reasonable extra cost to make temporary repairs and expedite permanent repairs or permanent replacement.
- (2) Expediting expenses include overtime wages and the extra cost of express or other rapid means of transportation.
- (3) The most we will pay for Expediting Expenses is \$25,000 or the Limit of Insurance for Expediting Expenses shown on the Equipment Breakdown Schedule, whichever is greater.

- c. **Utility Interruption.** The insurance provided for Business Income and/or Extra Expense, if covered elsewhere in the policy, is extended to apply to loss caused by or resulting from an interruption in utility services that is a direct result of a "breakdown" to "covered equipment" that is owned by a utility, landlord, or other supplier with whom you have a contract to provide you with any of the following services: electrical power, communications, waste disposal, air conditioning, refrigeration, heating, gas, air, water or steam.

Coverage for Utility Interruption will begin 12 hours, or the time shown for Utility Interruption-Waiting Period in the Equipment Breakdown Schedule, after the time the "breakdown" causes the interruption of the utility service.

- d. **Drying Out.** If electrical "covered equipment" requires drying out as a result of a flood, waves, tides, tidal waves, or overflow of any body of water or their spray, even if driven by wind, we will pay for the direct expense of drying out such electrical "covered equipment".

The most we will pay for such expense under this Equipment Breakdown Coverage Extension is the least of:

- (1) \$10,000;

- (2) the Limit of Insurance shown on the Declaration for the applicable covered property; or
- (3) the value of such damaged electrical "covered equipment".

Coverage provided by this extension does not include the cost to replace such equipment or any other loss, damage or expense that is caused by or results directly or indirectly from flood, waves, tides, tidal waves, or overflow of any body of water or their spray, even if driven by wind.

- e. **Pollution Clean Up and Removal.** With regard to coverage provided under this Endorsement only, Additional Coverage A.4.d. in the Coverage Form to which this Endorsement applies is deleted and replaced by the following:

- d. We will pay your expense to extract "pollutants" from land or water at the described premises and the cost for clean-up, repair, replacement or disposal of Covered Property at the described premises if the discharge, dispersal, seepage, migration, release or escape of such "pollutants" is caused by or results from a "breakdown" to "covered equipment" that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which such "breakdown" occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land, water or the clean-up, repair, replacement, or disposal of Covered Property.

The most we will pay under this Additional Coverage, including any loss covered under any applicable Business Income or Extra Expense coverage, for the sum of all covered expenses is \$25,000 or the Limit of Insurance for Pollution Clean Up and Removal shown on the Equipment Breakdown Schedule, whichever is greater.

The coverage provided by this Additional Coverage does not include loss to "perishable goods" due to contamination from the release of a refrigerant.

- f. **Data and Media.** We will pay your cost to research, replace and restore data, including programs and operating systems that are lost or corrupted due to a "breakdown". We will also pay for loss or damage to "media" caused by a "breakdown". The most we will pay under this Coverage Extension for the sum of all covered expenses, including any loss covered under any applicable Business Income and Extra Expense coverage is \$25,000 or the Limit of Insurance for Data and Media shown on the Equipment Breakdown Schedule, whichever is greater.

- g. **Demolition and Increased Cost of Construction.**

The following applies despite the Ordinance or Law Exclusion. If a "breakdown" to "covered equipment" damages a building that is Covered Property that is insured at replacement cost, and the loss is increased by the enforcement of any laws or ordinances that are in force at the time of the "breakdown" and which regulate the demolition, construction, repair or use of the building or structure the following apply:

- (1) We will pay for:



- (a) Your actual cost to demolish and clear the site of the undamaged parts of the same building or structure as a consequence of enforcement of an ordinance or law that requires the demolition of such undamaged property; and
  - (b) Your actual expenditures for increased costs to repair, rebuild, or construct the building. If the building is repaired, rebuilt or constructed, it must be intended for a similar use or occupancy as the current building, unless otherwise required by zoning or land use ordinance or law;
- (2) With regard to otherwise covered Business Income and Extra Expense coverage, the "period of restoration" is extended to include the additional period of time required for demolition and to meet the minimum requirement of any ordinance or law enforcement at the time of the "breakdown".
- (3) We will not pay for any:
- (a) Fine;
  - (b) Liability to a third party;
  - (c) Increase in loss due to a "pollutant"; or
  - (d) Demolition cost until the undamaged portions of the building are actually demolished;
  - (e) Increased construction costs until the building is actually rebuilt and replaced;
  - (f) Increases in loss, excess of the amount required to meet the minimum requirement of any ordinance or law enforcement at the time of the "breakdown"; or
  - (g) Loss due to any ordinance or law that you were required to comply with before the "breakdown", even if the building was undamaged, and with which you failed to comply.

The most we will pay under this Coverage Extension for the sum of all covered expenses, including any loss covered under any applicable Business Income and Extra Expense coverage, is \$25,000 or the Limit of Insurance for Demolition and Increased Cost of Construction shown on the Equipment Breakdown Schedule, whichever is greater.

**6. Equipment Breakdown Exclusions.** With regard to coverage provided under this Endorsement only, the following changes are made:

- a. The following Exclusions are deleted:
  - (1) In the Causes of Loss – Special Form: B.2.a.; B.2.d.(6); and B.2.e.
  - (2) In the Causes of Loss – Broad Form: B.2.a.; B.2.b.; B.2.c.
  - (3) In the Causes of Loss – Basic Form: B.2.a.; B.2.d.; and B.2.e.
- b. Exclusion B.2.I. from the Causes of Loss – Special Form, is deleted and replaced by the following:

- l. Discharge, dispersal, seepage, migration, release or escape of "pollutants". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "breakdown" to "covered equipment", we will pay for the loss or damage caused by that "breakdown".
- c. With regard to the Causes of Loss – Special Form, the last paragraph of Exclusion B.2.d. is deleted and replaced by the following:

But if an excluded cause of loss that is listed in 2.d.(1) through (7) results in a "breakdown", we will pay the resulting loss or damage not otherwise excluded.

- d. The following exclusions apply to the coverage provided under this Endorsement in addition to the other exclusions, except as deleted in A.6.a. above, in the Coverage Form to which this Endorsement applies.

We will not pay under this Endorsement for loss or damage caused directly or indirectly by any of the following:

- (1) Any of the following tests:
  - (a) A hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel; or
  - (b) An insulation breakdown test of any type of electrical equipment;
  - (c) Any test which subjects the "covered equipment" to greater than maximum allowable operating conditions as identified by the manufacturer of the "covered equipment"
- (2) Fire including fire resulting from a "breakdown";
- (3) Combustion explosion;
- (4) Explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass;
- (5) An explosion. However, we will pay for direct loss or damage caused by an explosion of "covered equipment" of a kind specified in a. through f. below, if not otherwise excluded:
  - a. Steam boiler;
  - b. Electric steam generator;
  - c. Steam piping;
  - d. Steam turbine;
  - e. Steam engine; or
  - f. Gas turbine or any other moving or rotating machinery when such explosion is caused by centrifugal force or mechanical breakdown.
- (6) With regard to the Causes of Loss – Basic Form and Causes of Loss – Broad Form:

Depletion, deterioration, corrosion, erosion, wear and tear, rust, fungus, decay, wet or dry rot, or mold. However, if a "breakdown" to "covered equipment" results, we will pay the resulting loss or damage not otherwise excluded.

- (7) With respect to Utility Interruption and paragraph (1)(b) of Perishable Goods coverage, we will not pay for loss caused by or resulting from: Lightning; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; falling objects; water damage caused by the discharge or leakage of sprinkler system, sewer piping or domestic water piping; water or other means used to extinguish a fire, even when the attempt is unsuccessful; weight of snow, ice or sleet; freezing due to cold weather; molten material; or collapse.

**7. Equipment Breakdown Limitations.**

With regard to this Endorsement only, the following Limitations are deleted from the Causes of Loss – Special Form: C.1.a. and C.1.b.

**8. Limits of Insurance**

- a. The most we will pay for loss or damage in any one "breakdown" is the applicable Limit of Insurance shown in the Declarations. The limits provided for the Equipment Breakdown Coverage Extensions are part of, not in addition to, the Limit of Insurance shown in the Declarations that applies to the damaged Covered Property.

The coverage provided by this Endorsement is part of, not in addition to, the Limits of Insurance shown in the Declarations.

- b. The most we will pay for water damage that results from a "breakdown" to "covered equipment" is \$25,000 for any one "breakdown" This is part of, not in addition to, the Limit of Insurance shown in the Declarations that applies to damaged Covered Property.

**9. Deductible**

If an amount is shown in the Deductible section of the Equipment Breakdown Schedule, the following will apply; otherwise the deductible shown in the Declaration for the applicable coverage will apply.

Paragraph D. – Deductibles of the applicable coverage form is deleted and replaced by:

- a. In any one "breakdown, we will first reduce the amount of loss if required by the Coinsurance Condition or the Agreed Value Optional Coverage. If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of loss, and will pay the resulting amount or the Limit of Insurance, whichever is less.

The deductibles listed in the Equipment Breakdown Schedule shall be applied separately to the applicable coverage as follows:

**(1) Dollar Deductible**

If a dollar deductible is shown in the above schedule, we will first subtract the deductible amount from any loss we would otherwise pay.

(2) **Multiple per Unit Deductible**

If a multiple of units is shown in the above schedule, the deductible will be calculated as the sum of the multiplier times the number of units specified. (For example: if the deductible is specified as \$25/hp for air conditioning units, and a covered 500 hp air conditioning unit suffered a "Breakdown", the deductible will be \$25 times 500 hp which equals \$12,500.)

(3) **Time Deductible**

If a time deductible is shown in the above schedule, we will not be liable for any loss under that coverage that occurs during that specified time period immediately following a "Breakdown". If a time deductible is shown in days, each day shall mean twenty-four consecutive hours.

(4) **Multiple of Daily Value Deductible**

If a multiple of daily value is shown in the above schedule, this deductible will be calculated as follows:

- (a) For the entire premise described in the Declarations where the loss occurred, determine the total amount of Business Income that would have been earned during the "Period of Restoration" had no "Breakdown" taken place.
- (b) Divide the result in Paragraph (1) by the number of days the business would have been open during the "Period of Restoration". The result is the daily value.
- (c) Multiply the daily value in Paragraph (2) by the number of daily value multiples shown in the above schedule. We will first subtract this deductible amount from any loss we would otherwise pay. We will then pay the amount of loss or damage in excess of the deductible, up to the applicable Limit of Insurance.

(5) **Percentage of Loss Deductible**

If a deductible is expressed as a percentage of loss in the above schedule, we will not be liable for the indicated percentage of the gross amount of loss or damage insured under the applicable coverage.

(6) **Minimum Or Maximum Deductible**

(a) If:

- (i) A minimum dollar amount deductible is shown in the above schedule; and
- (ii) The dollar amount of the Multiple per Unit, Multiple of Daily Value or the Percentage of Loss Deductible is less than the Minimum Deductible:

then the Minimum Deductible amount shown in the above schedule will be the applicable deductible.

(b) If:

- (i) A maximum dollar amount deductible is shown in the above schedule; and
- (ii) The dollar amount of the Multiple per Unit, Multiple of Daily Value or the Percentage of Loss Deductible is greater than the Maximum Deductible;

then the Maximum Deductible amount shown in the above schedule will be the applicable deductible.

b. If more than one deductible applies to a single coverage, then only one deductible, the highest, will apply to that coverage.

- 10 The following provision applies to the coverage provided by this Endorsement only and in addition to the provisions in the Loss Payment section of the Coverage Form to which this Endorsement applies:

**New Generation.** You may replace damaged "Covered Equipment" with a newer generation "Covered Equipment" of the same capacity which improves the environment, increases efficiency or enhances safety. We will pay up to an additional 25% of the covered property damage amount for the "Covered Equipment". This additional amount is included in, not in addition to, the applicable Limit of Insurance for Covered Property.

11. With respect to the coverage provided under this Endorsement, the following are added to the Additional Conditions section of the Coverage Form to which this Endorsement applies:

a. **Jurisdictional Inspections**

- (1) We agree to provide pressure vessel certificate-of-operation engineering services where:
  - (a) The certificate-of-operation is required by state, city or provincial law; and
  - (b) The state, city or provincial law permits inspections by insurance company employees.
- (2) If we receive notification of a pressure vessel certificate-of-operation inspection due date less than 30 (thirty) days prior to the expiration of the certificate-of-operation, we will not be responsible for:
  - (a) Any fine or other penalty that may be assessed; or
  - (b) Any liability that may arise due to the fact that the inspection was not performed prior to the certificate-of-operation due date.
- (3) Certificate-of-operation engineering services will not be provided for any location, other than in the United States of America, Puerto Rico or Canada.

b. **Suspension**

- (1) Whenever "covered equipment" is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the coverage provided by this Endorsement. We will deliver or mail a written notice of suspension to your last known address or the address where the "covered equipment" is located.
  - (2) Once suspended in this way, your coverage can be reinstated only by an Endorsement for that "covered equipment".
  - (3) If we suspend your coverage, you will get a pro rata refund of premium for that "covered equipment". But the suspension will be effective even if we have not yet made or offered a refund.
12. With regard to the coverage provided by this Endorsement, the following definitions apply in addition to the definitions provided in the Coverage Form to which this Endorsement applies:
- a. **"Computer equipment"** means your programmable electronic equipment that is used to store, retrieve and process data; and associated peripheral equipment that provides communication including input and output functions such as printing or auxiliary functions such as data transmission. It does not include data or "media".
  - b. **"Media"** means electronic data processing or storage material such as films, tapes, discs, drums or cells.
  - c. **"Perishable goods"** means personal property maintained under controlled conditions for its preservation and susceptible to loss or damage if the controlled conditions change.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EARTH MOVEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
DIFFERENCE IN CONDITIONS COVERAGE FORM  
BUILDERS RISK COVERAGE FORM  
OTHER APPLICABLE INLAND MARINE COVERAGE FORMS  
BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM  
BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM  
EXTRA EXPENSE COVERAGE FORM  
CAUSES OF LOSS – BASIC FORM  
CAUSES OF LOSS – BROAD FORM  
CAUSES OF LOSS – SPECIAL FORM

- A. It is agreed that this policy covers loss or damage to the Covered Property as a result of Earth Movement Causes of Loss. The coverage provided under this endorsement ☐ covers ☐ does not cover the peril of Earth Movement – Sprinkler Leakage (meaning a Sprinkler Leakage loss or damage caused by Earth Movement).
- B. For the purposes of this endorsement, the Earth Movement means:
- (1) Earthquake, including tremors and aftershocks and any earth sinking, rising or shifting related to such event;
  - (2) Landslide, including any earth sinking, rising or shifting related to such event;
  - (3) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.
  - (4) Volcanic Eruption, meaning the eruption, explosion or effusion of a volcano.

Earth Movement does not include mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased.

**C. Exclusions, Limitations And Related Provisions**

1. The Exclusions and Limitation(s) sections of the Coverage Form and, where applicable, the Causes Of Loss Form apply to coverage provided under this endorsement, except as provided in C.2. and C.3. below.
2. To the extent that the Earth Movement Exclusion might conflict with coverage provided under this endorsement, the Earth Movement Exclusion does not apply. To the extent the Earth Movement Exclusion provides coverage exceptions for the loss or damage caused by fire, building glass breakage or Volcanic Action (as defined in the Earth Movement Exclusion), the Earth Movement Exclusion does apply.
3. If there is an exclusion of collapse in the Coverage Form and where applicable the Causes Of Loss Form, such exclusion does not apply to collapse caused by Earth Movement.

4. If the Additional Coverage – Collapse is applicable in the Coverage Form or the Causes Of Loss Form of this policy, this Additional Coverage does not apply to the coverage provided under this endorsement. This endorsement includes coverage for collapse caused by Earth Movement.
5. We will not pay for loss or damage caused directly or indirectly by tidal wave or tsunami, even if attributable to an Earth Movement.
6. We will not pay for loss or damage caused by or resulting from any Earth Movement that begins before the inception of this insurance.
7. The Ordinance Or Law Exclusion in the Coverage Form and, where applicable, the Causes Of Loss Form continues to apply with respect to any loss under this Coverage Form including any loss under this endorsement, unless Ordinance Or Law Coverage is added by endorsement.
8. Under this Coverage Part, as set forth under Property Not Covered in the Coverage Form to which this endorsement is attached, land is not covered property, nor is the cost of excavations, grading, backfilling or filling. Therefore, coverage under this endorsement does not include the cost of restoring or remediating land.

**D. LIMITS OF INSURANCE** (The option below, marked by "x", shall apply):

- ☐ Our liability for loss or damage caused by Earth Movement shall not exceed the sum of \_\_\_\_\_ for loss or damage at any one insured location; however, the Limit of Insurance shown above shall not exceed the sum of \_\_\_\_\_ due to any one Earth Movement for all locations combined, nor for all Earth Movement losses occurring in any one year period or policy period, whichever is less, commencing on \_\_\_\_\_.
- ☐ Other: \_\_\_\_\_

**E. DEDUCTIBLE** (The option below, marked by "x", shall apply):

- ☐ The sum of \_\_\_\_\_ shall be deducted from any adjusted claim due to Earth Movement.
- ☐ We shall not be liable for loss to any unit of insurance at any one location, unless such loss exceeds the \_\_\_\_\_ % of the total "insurable value" of such unit of insurance at the time when such loss shall happen, and then only for its proportion of such excess. The following shall each be considered a separate unit of insurance: (a) each separate building or structure; (b) the contents of each separate building or structure; (c) property in each yard; and (d) if the coverage is applicable and the loss involves Business Interruption (Business Income, including Loss of Rent or Rental Value, and/or Extra Expense and Leasehold Interest). This deductible shall supersede any other deductible in this policy as respects Earth Movement.

This percentage is subject to a Minimum Deductible per "occurrence" of \_\_\_\_\_.

For the purposes of this endorsement, "insurable value" shall mean:

1. Under the following Coverage Forms:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
 BUILDERS RISK COVERAGE FORM  
 CONDOMINIUM ASSOCIATION COVERAGE FORM  
 DIFFERENCE IN CONDITIONS COVERAGE FORM  
 OTHER APPLICABLE INLAND MARINE COVERAGE FORMS



The value of Covered Property, at the premises described in the Declarations, per the Valuation clause of this policy, at the time and at the location where the physical damage happened.

2. Under the following Coverage Forms:

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM  
BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM  
EXTRA EXPENSE COVERAGE FORM

The full value(s) that would have been earned in the 12 month period following the "occurrence" by use of the lost or damaged Covered Property, at the premises described in the Declarations where the physical damage happened, plus that proportion of the values at all other locations where loss ensues that was directly affected by use of such lost or damaged Covered Property and that would have been earned in the 12 month period following the "occurrence".

☐ Other:

- F. If the coverage of the policy to which this endorsement is attached includes both Property Damage and Business Interruption (Business Income, including Loss of Rent or Rental Value, and/or Extra Expense and Leasehold Interest), the Limits shown above shall be the maximum amounts collectible under this policy for loss or damage resulting from Earth Movement, regardless of whether the loss involves Property Damage alone or both Property Damage and Business Interruption.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**FLOOD ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
DIFFERENCE IN CONDITIONS COVERAGE FORM  
BUILDERS RISK COVERAGE FORM  
OTHER APPLICABLE INLAND MARINE COVERAGE FORMS  
BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM  
BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM  
EXTRA EXPENSE COVERAGE FORM  
CAUSES OF LOSS – BASIC FORM  
CAUSES OF LOSS – BROAD FORM  
CAUSES OF LOSS – SPECIAL FORM

**A.** It is agreed that this policy covers loss or damage to the Covered Property as a result of Flood.

**B.** For the purpose of this insurance, Flood shall be defined as follows:

Flood, meaning a general and temporary condition of partial or complete inundation of normally dry land areas due to:

1. The overflow of inland or tidal waters including a tidal wave or tsunami that causes the overflow of tidal waters;
2. The unusual or rapid accumulation or runoff of surface waters from any source;
3. Release of water impounded by a dam;
4. Water which backs up through sewers or drains; or
5. Mudslides or mudflows which are caused by flooding as defined in 2. above. For the purpose of this Covered Cause of Loss, a mudslide or mudflow involves a river of liquid and flowing mud on the surface of normally dry land areas as when earth is carried by a current of water and deposited along the path of the current.

**C. Exclusions, Limitations And Related Provisions**

1. The Exclusions and Limitation(s) sections of the Coverage Form and, where applicable, the Causes Of Loss Form apply to coverage provided under this endorsement, except as provided in C.2. and C.3. below.
2. To the extent that a part of the Water Exclusion might conflict with coverage provided under this endorsement, that part of the Water Exclusion does not apply.
3. To the extent that a tsunami causes the overflow of tidal waters, the exclusion of earthquake, in the Earth Movement Exclusion, does not apply.
4. The Ordinance Or Law Exclusion in the Coverage Form and, where applicable, the Causes Of Loss Form continues to apply with respect to any loss under this Coverage Form including any loss under this endorsement, unless Ordinance Or Law Coverage is added by endorsement.

**D. LIMITS OF INSURANCE**

1. The option below, marked by "x", shall apply:

☐ Our liability for loss or damage caused by Flood shall not exceed the sum of \_\_\_\_\_ for loss or damage at any one insured location; however, the Limit of Insurance shown above shall not exceed the sum of \_\_\_\_\_ due to any one Flood for all locations combined, nor for all Flood losses occurring in any one year period or policy period, whichever is less, commencing on \_\_\_\_\_.

☐ Other:

2. Ensuing Loss

In the event of covered ensuing loss, for example, loss caused by Fire, Explosion and/or Sprinkler Leakage which results from the Flood, the most we will pay, for the total of all loss or damage caused by flood, fire, explosion and sprinkler leakage, is the Limit of Insurance applicable to Fire. We will **not** pay the sum of the Fire and Flood Limits.

**E. DEDUCTIBLE**

1. The option below, marked by "x", shall apply:

☐ The sum of \_\_\_\_\_ shall be deducted from any adjusted claim due to Flood.

☐ We shall not be liable for loss or damage to any unit of insurance at any one location, unless such loss exceeds the \_\_\_\_\_ of the total "insurable value" of such unit of insurance of Covered Property at the time and the location where the physical damage happened, and then only for its proportion of such excess. The following shall each be considered a separate unit of insurance: (a) each separate building or structure; (b) the contents of each separate building or structure; (c) property in each yard; and (d) if the coverage is applicable and the loss involves Business Interruption (Business Income, including Loss of Rent or Rental Value, and/or Extra Expense and Leasehold Interest). This deductible shall supersede any other deductible in this policy as respects Flood.

This percentage is subject to a Minimum Deductible per "occurrence" of \_\_\_\_\_.

For the purposes of this endorsement, "insurable value" shall mean:

a. Under the following Coverage Forms:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
BUILDERS RISK COVERAGE FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
DIFFERENCE IN CONDITIONS COVERAGE FORM  
OTHER APPLICABLE INLAND MARINE COVERAGE FORMS

The value of Covered Property, at the premises described in the Declarations, per the Valuation clause of this policy, at the time and at the location where the physical damage happened.

b. Under the following Coverage Forms:

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM

BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM  
EXTRA EXPENSE COVERAGE FORM

The full value(s) that would have been earned in the 12 month period following the "occurrence" by use of the lost or damaged Covered Property, at the premises described in the Declarations where the physical damage happened, plus that proportion of the values at all other locations where loss ensues that was directly affected by use of such lost or damaged Covered Property and that would have been earned in the 12 month period following the "occurrence".

☐ Other:

2. We will not pay for that part of the loss that is attributable to any Deductible(s) in the National Flood Insurance Program policy.
  3. If Flood results in another Covered Cause of Loss and if both Covered Causes of Loss cause loss or damage, then only the higher deductible applies (e.g., the Flood deductible or the Fire deductible).
- F. If the coverage of the policy to which this endorsement is attached includes both Property Damage and Business Interruption (Business Income, including Loss of Rent or Rental Value, and/or Extra Expense and Leasehold Interest), the Limits shown above shall be the maximum amounts collectible under this policy for loss or damage resulting from Flood, regardless of whether the loss involves Property Damage alone or both Property Damage and Business Interruption.
- G. The **Other Insurance** Commercial Property Condition is replaced by the following with respect to the coverage provided under this endorsement:

If the loss is also covered under a National Flood Insurance Program (NFIP) policy then we will pay only for the amount of loss in excess of the maximum limit that is insured under that policy. This provision applies whether or not the maximum NFIP limit was obtained or maintained, and whether or not you can collect on the NFIP policy. We will not, under any circumstances, pay more than the applicable Limit Of Insurance for Flood as stated in this endorsement or the Declarations of this Coverage Part.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SPECIAL FLOOD HAZARD EXCLUSION**

This endorsement modifies insurance provided under this policy.

With respect to any property located in the following special flood hazard areas as determined by the Federal Emergency Management Agency (Hazard Zones A, A1 through A30, AE, AH, AO, AR, A99, V, V1 through V30 and VE), coverage for Flood is excluded as follows:

We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
- (2) Mudslide or mudflow;
- (3) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
- (4) Water under the ground surface pressing on, or flowing or seeping through:
  - (a) Foundations, walls, floors or paved surfaces;
  - (b) Basements, whether paved or not; or
  - (c) Doors, windows or other openings; or
- (5) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph (1), (3) or (4), or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs (1) through (5), results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PROPERTY COVERAGE ENHANCEMENT ENDORSEMENT – BROAD FORM**

This endorsement modifies insurance provided under the following:

**Building and Personal Property Coverage Form**  
**Business Income with Extra Expense Coverage Form**  
**Business Income without Extra Expense Coverage Form**  
**Causes of Loss Basic Form**  
**Causes of Loss Broad Form**  
**Causes of Loss Special Form**

It is agreed that the following Additional Coverages and Extensions of Coverage are included in this policy, but only if a Sub-Limit applicable to such is shown in the Schedule of Sub-Limits of Insurance. The most we will pay under these additional coverages and extensions of coverage in any one "occurrence" is the sub-limit shown in the schedule. If the Coverage does not apply, the phrase "Not Available" shall be inserted in the Sub-Limit column.

If a Schedule Aggregate Limit is shown in the Schedule, such limit shall apply to all losses in any one "occurrence" regardless of the number of coverages and extensions involved unless otherwise noted in endorsement.

**Schedule of Sub-Limits of Insurance**

ITEM	COVERAGE	SUBLIMIT
A	Accounts Receivable	\$100,000
B	Builder's Risk	\$100,000
C	Builder's Risk Soft Cost	\$10,000
D	Civil Authority	Lesser of 30 days or \$100,000
E	Contingent Time Element	Lesser of 30 days or \$50,000
F	Debris Removal	\$100,000
G	Electronic Data & Media	\$100,000
H	Errors or Omissions	\$25,000
I	Extended Period of Indemnity	90 Days
J	Extra Expense/Expediting Expense	\$25,000
K	Fine Arts	\$50,000
L	Fire Department Service Charges	\$10,000
M	Ingress/Egress	Lesser of 30 days or \$50,000
N	Leased or Rented Equipment	\$10,000 maximum any one item subject to a \$25,000 annual aggregate
O	Leasehold Interest	\$25,000
P	Lost Key	\$10,000
Q	Miscellaneous Unnamed Locations	\$25,000
R	Newly Acquired Buildings	\$500,000
S	Ordinance or Law Coverage Coverage A, B and C Combined Limit	\$250,000
T	Outdoor Property	\$25,000 subject to \$250 per tree, shrub or plant
U	Personal Effects and Property of Others	\$25,000
V	Pollutant Clean Up and Removal Coverage	\$25,000 per "occurrence" and annual aggregate

<b>W</b>	<b>Professional Fees</b>	\$10,000 per "occurrence" and annual aggregate
<b>X</b>	<b>Property Off Premises</b>	\$25,000
<b>Y</b>	<b>Reclaiming, Restoring, or Repairing Land Improvements</b>	\$10,000
<b>Z</b>	<b>Reward Reimbursement</b>	\$10,000
<b>AA</b>	<b>Royalties</b>	\$10,000
<b>BB</b>	<b>Utility Services Coverage Excluding Transmission and Distribution Lines</b>	\$100,000 subject to a 72 hour waiting period
<b>CC</b>	<b>Spoilage</b>	\$10,000
<b>DD</b>	<b>Transit</b>	\$25,000
<b>EE</b>	<b>Valuable Papers and Records</b>	\$100,000
<b>SCHEDULE AGGREGATE LIMIT</b>		Not Applicable

The Sub-Limits of Insurance for the following Coverages are included in the Occurrence Limit for the Covered Property indicated on the Declaration Page(s) and are not in addition thereto. The following Coverages are subject to all terms, conditions and exclusions of this Policy unless modified herein.

**A. Accounts Receivable**

You may extend the insurance that applies to Your Business Personal Property to apply to direct physical loss or damage to accounts receivable. We will pay:

1. All amounts due from your customers that you are unable to collect.
2. Interest charges on any loan required to offset amounts you are able to collect pending our payment of these amounts:
3. Collection expenses in excess of your normal collection expenses that are made necessary by the loss or damage; and
4. Other reasonable expenses that you incur to re-establish your records of accounts receivable

that result from direct physical loss or damage by any Covered Causes of Loss to your records of accounts receivable.

Coverage does not apply to:

1. Records of accounts receivable in storage away from the premises shown in the Declarations; or
2. Contraband or property in the course of illegal transportation or trade.

This coverage extension does not apply to loss or damage:

1. Due to delay, loss of use, loss of market or any other consequential loss.
2. Due to fraudulent, dishonest or criminal act (including theft) by you, a partner therein, an employee (including temporary employee and leased worker) or an officer, director or trustee thereof, while working or otherwise and whether acting alone or in collusion with others;

3. Due to bookkeeping, accounting or billing errors or omissions;
4. The proof of which as to factual existence, is dependent upon an audit of records or an inventory computation;
5. Due to alteration, falsification, manipulation, concealment, destruction or disposal of records of accounts receivable committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities or other property; or
6. Due to electrical or magnetic injury, disturbance or erasure of electronic recordings that is caused by or results from:
  - a. Programming errors or faulty machine instructions;
  - b. Faulty installation or maintenance of data processing equipment or component parts;
  - c. An "occurrence" that took place more than 100 feet from your "premises"; or
  - d. Interruption of electrical power supply, power surge, blackout or brownout if the cause of such "occurrence" took place more than 100 feet from your "premises".

But we will pay for direct loss or damage caused by lightning.

7. Due to voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
8. Due to unauthorized instructions to transfer property to any person or to any place.
9. Due to neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

#### **B. Builders Risk**

This policy covers, if not otherwise excluded:

1. New buildings or structures while in the course of construction at Insured locations listed in the Schedule of Insured Locations;
2. Existing buildings or structures while in the course of alteration, extension, alteration, or renovation at Insured locations listed in the Schedule of Insured Locations;
3. Materials or supplies intended to become a permanent part of the buildings or structures in 1. or 2. above
4. Machinery and equipment intended to become a permanent part of the buildings or structures in 1. or 2. above while in the course of erection, installation, or assembly including testing and commissioning of such machinery and equipment.

#### **C. Builders Risk Soft Costs**

For Property under Construction, this policy is extended to cover "soft costs" incurred by you during the "period of restoration". Such "soft costs" must be the result of direct loss or damage from a Covered Cause of Loss. We will pay reasonable and necessary "soft costs" over and above those costs which would have been incurred by you during the "period of restoration" had no loss occurred.



"Soft costs" means:

1. The amount of actual interim or construction financing interest, including loan fees and other one time charges incurred to negotiate a new construction loan and/or extend the existing one;
2. Realty taxes and ground rent if any;
3. Advertising and promotional expenses;
4. Cost of additional commissions;
5. Architects, surveyors, legal, consulting engineers, accounting, licenses, permits, or other fees not otherwise covered by this Policy;
6. Project administration expense, but not including development fees;
7. Insurance premiums;
8. Founder's fee refunds; and
9. Other similar costs you incur over and above the costs that you normally would have incurred in course of construction.

**D. Civil Authority**

Under the Business Income (And Extra Expense) Coverage Form and the Business Income (Without Extra Expense) Coverage Form, paragraph 5. and paragraph 4. respectively, Additional Coverages, Civil Authority, reference to three consecutive weeks with respect to the Business Income coverage period is deleted and replaced by the lesser of the number of days or dollar Sub-Limit shown in the Schedule of Sub-Limits of Insurance.

**E. Contingent Time Element**

Under the Business Income (And Extra Expense) Coverage Form and the Business Income (Without Extra Expense) Coverage Form, the Business Income coverage of this policy is extended to cover the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration" directly resulting from physical loss or damage of the type insured against by this policy to property not otherwise excluded by this policy at "direct supplier or customer locations".

"Direct supplier or customer locations" mean those facilities owned, operated, or maintained by others whom you depend on to:

1. Deliver materials or services to you or to others for your account;
2. Accept your products or services; or
3. Manufacture products for delivery to your customers.

The phrase customer or supplier does not include and this extension does not apply to:

1. Any company supplying the insured premises or receiving from the insured premises electricity, fuel, water, steam, refrigeration, or communications of every type and description; or

2. Indirect suppliers or customers that may deliver, accept or manufacture products or services to direct suppliers or customers.

The Limit of Insurance is the lesser of the number of days or the dollar amount shown in the Schedule of Sub-Limits of Insurance.

**F. Debris Removal**

Under the Building and Personal Property Coverage Form, A. COVERAGE, paragraph 4. Additional Coverages, a. Debris Removal, reference to \$10,000 in subparagraph (4) is deleted and replaced by the Sub-Limit shown in the Schedule of Sub-Limits of Insurance.

**G. Electronic Data**

Under the Building and Personal Property Coverage Form, A. COVERAGE, paragraph 4. Additional Coverages, f. Electronic Data, reference to \$2,500 in subparagraph (4) is deleted and replaced by the Sub-Limit shown in the Schedule of Sub-Limits of Insurance.

**H. Errors and Omissions**

We will pay expenses incurred as a result of direct physical loss or damage at locations within the coverage territory that are owned, leased or operated by you, if such loss or damage is not payable under this policy solely due to:

1. Any error or unintentional omission in the description of the address of the property whether made at the inception of the policy period or subsequent thereto; or
2. Failure through any error or unintentional omission to:
  - a. Include your location at the inception of the policy; or
  - b. Report any newly acquired location before the period of automatic coverage provided under this policy for Newly Acquired or Constructed Property expires.
3. With respect to subparagraphs 1. and 2. Above, this Errors or Omissions additional coverage does not allow you or your representative to correct any value shown in the Statement of Values.
4. This policy covers such direct physical loss or damage, to the extent it would have provided coverage had such error or unintentional omission not been made.
5. It is a condition of this additional coverage that any error or unintentional omission be reported by you to us when discovered and an additional premium be paid as determined by us.
6. There is no coverage under this paragraph for loss or damage which is covered under the Newly Acquired or Constructed Property or Miscellaneous Unnamed Locations provisions, if any, of this policy.

**I. Extended Period of Indemnity**

Under the Business Income (And Extra Expense) Coverage Form and the Business Income (Without Extra Expense) Coverage Form, paragraph 5. and paragraph 4. respectively, Additional Coverages, Extended Business Income, the number "30" in subparagraphs (1) (b) and (2) (b) is replaced by the number shown in the Schedule of Sub-Limits of Insurance.

**J. Extra Expense/Expediting Expense**

This Policy is extended to cover the loss sustained by you for Extra Expense during the "period of restoration" resulting from direct physical loss or damage from a Covered Cause of Loss to Covered Property utilized by you. Extra Expense means:

1. The reasonable and necessary extra expense incurred to temporarily continue as nearly normal as practicable the conduct of the your business; and
2. The reasonable and necessary extra costs of temporarily using your property or facilities or the property or facilities of others.
3. The reasonable extra costs (expediting expenses) for temporary repair of damaged property and for expediting the permanent repair or replacement of such damaged property. This includes overtime wages and extra costs of express or other rapid means of transportation. This does not include expenses recoverable elsewhere under this policy.

You agree to use any suitable property or service owned or controlled by you or obtainable from other sources in reducing the Business Income and Extra Expense incurred under this policy.

The Limit of Insurance is the lesser of the number of days or the dollar amount shown in the Schedule of Sub-Limits of Insurance.

**K. Fine Arts**

We will pay for direct physical loss or damage to "Fine Arts" located at an insured location specified on the Schedule of Locations on file. However, no coverage is provided for:

1. Breakage, marring, scratching, chipping or denting of art, glass, windows, statuary, sculptures, marble, glassware, porcelain, bric-a-brac, antique furniture, antique jewelry or similar fragile articles, unless such breakage, marring, scratching, chipping or denting is caused by a Covered Cause of Loss
2. Physical loss or damage as a result of restoring, repairing or retouching processes.

The valuation of property will be determined as of the date of loss or damage and will be the least of the following amounts:

- a. The actual cash value of the property;
- b. The lowest figure in your inventories, stock books, stock papers or lists existing as of the date of loss or damage;
- c. The cost of reasonably restoring the property to its condition immediately before loss or damage; or
- d. The cost of replacing that property with substantially identical property.

"Fine Arts" as used in this provision means paintings, rare books, manuscripts, pictures, prints, etchings, drawings, tapestries, bronzes, statuary, potteries, porcelains, marbles, and other bona fide works of arts, or items of rarity or historical value.

**L. Fire Department Service Charges**

Under the Building and Personal Property Coverage Form, A. COVERAGE, paragraph 4. Additional Coverages, c. Fire Department Service Charge, reference to \$1,000 is deleted and replaced by the Sub-Limit shown in the Schedule of Sub-Limits of Insurance.

**M. Ingress Egress**

We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur caused by the necessary "suspension" of your "operations" during the "period of restoration" due to the partial or total physical prevention of ingress to or egress from the described premises, whether or not the premises or Covered Property is damaged provided that both the following apply:

1. Such prevention is a direct result of physical damage to property within one (1) mile of the described premises and that property is the type of property insured, and not excluded by this Policy; and
2. The damage to such property described in 1. above is caused by or results from a Covered Cause of Loss.

The Limit of Insurance is the lesser of the number of days or the dollar amount shown in the Schedule of Sub-Limits of Insurance.

We will not pay for loss or damage caused directly or indirectly by picketing, protesting, striking or other action taken by workers, whether employed by you, except for physical damage not excluded by this Policy.

**N. Leased or Rented Equipment**

We will pay for direct physical loss or damage to Covered Property described below caused by a Covered Cause of Loss.

Covered Property:

1. Your equipment, including spare parts and accessories, that you lease or rent to your customers; or
2. Equipment that belongs to others while in your care, custody or control that you lease or rent to your customers.

Property Not Covered under this provision:

1. Automobiles, motor trucks, tractors, trailers or motorcycles designed and principally used to transport property or persons over public roads;
2. Cotton pickers, harvester – thresher combines and irrigation equipment;
3. Property while "underground", underwater, airborne, or waterborne, except while in transit in the custody of a carrier for hire;
4. Property loaned to your customers or others;
5. Watercraft or aircraft;
6. Property that you hold for sale;

7. Property that you have sold but not delivered;
8. Property that you have sold under a deferred payment sales agreement; or
9. Contraband or property in the course of illegal transportation or trade.

**O. Leasehold Interest**

If Covered Property is: (1) rendered wholly or partially untenable by a Covered Cause of Loss during the policy period and (2) your lease is canceled by a party other than by the you, or by an entity with any common ownership in you, in accordance with the conditions of the lease or as a result of a statutory requirement of the appropriate jurisdiction in which the damaged or destroyed Covered Property is located, then this policy is extended to cover "The Interest of the Insured as Lessee" (as defined below) or "The Interest of the Insured as Lessor" (as defined below), whichever is applicable, but only for the first three months succeeding the date of the loss or damage and the "Net Lease Interest" (as defined below) shall be paid for the remaining months of the unexpired lease. Recovery under this additional coverage shall be the pro-rata proportion from the date of loss to expiration date of the lease (to be paid without discount) on your interest in:

1. The amount of bonus paid by you for the acquisition of the lease not recoverable under the terms of the lease;
2. Improvements and betterments to real property which are not covered under any other section of this policy; and
3. The amount of advance rental paid by you and not recoverable under the terms of the lease.

Definitions: The following terms, wherever used in this Paragraph shall mean:

1. "Interest of the Insured as Lessee" is defined as:
  - a. The excess of the rental value of similar premises over the actual rental payable by the lessee (including any maintenance or operating charges paid by the lessee) during the unexpired term of the lease; and
  - b. The rental income earned by the Insured from sublease agreements, to the extent not covered under any other section of this policy, over and above the rental expenses specified in the lease between you and the lessor.
2. "Interest of the Insured as Lessor" is defined as the difference between the rents payable to the lessor under the terms of the lease in effect at the time of loss and the actual rent collectible by the lessor during the unexpired term of the lease provided the lease is canceled by the lessee, to the extent not covered under any other section of this policy.
3. "Net Lease Interest" is defined as that sum, which placed at 6% interest compounded annually will be equivalent to "The Interest of the Insured as Lessee" or The Interest of the Insured as Lessor".

We shall not be liable for any increase of loss which may be occasioned by the suspension, lapse or cancellation of any license or by your exercising any option to cancel the lease. Furthermore, you shall use due diligence, including all things reasonably practicable, to diminish loss under this additional coverage.

**P. Lost Key Coverage**

If your keys or key cards used to access buildings or structures described on the Declarations are lost or damaged caused by or resulting from a Covered Cause of Loss, we will pay the cost of replacing the keys or key cards and the repair or replacement of door locks, as required. Coverage includes the cost and expenses to refit a building with new locks and keys after the loss or damage of a master key held in your care, custody and control.

**Q. Miscellaneous Unnamed Locations**

We will pay for any loss or damage caused by a Covered Cause of Loss at any Miscellaneous Unnamed Location.

For the purpose of this insurance Miscellaneous Unnamed Locations is defined as a location owned, leased or rented by the Insured, but not specified in the Schedule of Locations and not considered Newly Acquired or Constructed Property and which is located within the Coverage Territory described in the policy.

**R. Newly Acquired or Constructed Property**

Under the Building and Personal Property Coverage Form, A. COVERAGE, paragraph 5. Coverage Extensions, a. Newly Acquired or Constructed Property reference to \$250,000 in subparagraph (1) is deleted and replaced by the Sub-Limit shown in the Schedule of Sub-Limits of Insurance.

**S. Ordinance or Law Coverage – Coverage A, B, and C Combined Limit**

The most we will pay under this Additional Coverage described below for loss or damage in any one "occurrence" is the Sub-Limit shown in the Schedule. This Sub-Limit is the Combined Limit of Insurance for Coverages A, B, and C described below.

**Coverage A – Loss to the Undamaged Portion of the Building**

In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay for the loss in value of the undamaged portion of the building as a consequence of enforcement of an ordinance or law that requires the demolition of the undamaged portion of the same building.

**Coverage B – Demolition Cost**

In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the cost to demolish the building and clear the site of undamaged parts of the same building, as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged property. Coinsurance does not apply to this Additional Coverage.

**Coverage C – Increased Cost of Construction**

1. In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the increased cost to:
  - a. Repair or reconstruct damaged portions of that building; or
  - b. Reconstruct or remodel undamaged portions of that building, whether or not demolition is required

when the increased cost is a consequence of enforcement of the minimum requirements of the ordinance or law.

However,

- a. This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
  - b. We will not pay for the increased cost of construction if the building is not repaired, reconstructed, or remodeled.
2. Coinsurance does not apply to this Additional Coverage.

Under this Additional Coverage, we will not pay for:

1. The enforcement of any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet rot, dry rot or bacteria.
2. Any costs associated with the enforcement of an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet rot, dry rot or bacteria.
3. Any costs due to an ordinance or law that:
  - a. You are required to comply with before the loss, even when the building was undamaged; and
  - b. You failed to comply.

The following Additional Loss Provisions apply to this Additional Coverage:

1. For loss in value to the undamaged portion of a building to which this Additional Coverage applies, loss payment, including damaged and undamaged portions, will be determined as follows:

If Replacement Cost applies and the property is being repaired or replaced, on the same or another location, we will pay the lesser of:

- a. The amount you actually spend to repair, rebuild, or reconstruct the building, but not for more than the amount it would cost to restore the building on the same location and to the same height, floor area, style and comparable quality of the original property insured; or
- b. The Limit of Insurance shown in the Declarations as applicable to the covered Building that is damaged.

If Replacement Cost applies and the property is not repaired or replaced, or if Replacement Cost does not apply, we will pay the lesser of:

- a. The actual cash value of the building at the time of loss; or
- b. The Limit of Insurance shown in the Declarations as applicable to the covered Building.

2. Loss payment for Demolition Cost will be determined as follows:

We will pay the amount you actually spend to demolish and clear the site of the described premises.

3. Loss payment for Increased Cost of Construction will be determined as follows:

We will not pay for Increased Cost of Construction:

- a. Until the property is actually repaired, reconstructed, remodeled or replaced at the same or another location; and
- b. Unless the repairs, reconstruction, remodeling or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may, in our sole discretion, extend this period in writing during the two years.

#### **T. Outdoor Property**

Under the Building and Personal Property Coverage Form, A. COVERAGE, paragraph 5. Coverage Extensions, e. Outdoor Property reference to \$1,000, but not more than \$250 per tree, shrub or plant is deleted and replaced by the Sub-Limit shown in the Schedule of Sub-Limits of Insurance.

#### **U. Personal Effects and Property of Others**

Under the Building and Personal Property Coverage Form, A. COVERAGE, paragraph 5. Coverage Extensions, b. Personal Effects And Property of Others reference to \$2,500 at each described premises is deleted and replaced by the Sub-Limit shown in the Schedule of Sub-Limits of Insurance.

#### **V. Pollutant Clean-Up and Removal Coverage**

Under the Building and Personal Property Coverage Form, A. COVERAGE, paragraph 4. Additional Coverages, d. Pollutant Clean Up And Removal reference to \$10,000 for the sum of all covered expenses arising out of Covered Causes of Loss is deleted and replaced by the Sub-Limit shown in the Schedule of Sub-Limits of Insurance.

#### **W. Professional Fees**

This policy is extended to cover reasonable and necessary "Claim Preparation Costs" (as defined below) incurred by you at our request for the purpose of determining the extent or amount of insured loss or damage as a result of a Covered Cause of Loss under this policy, provided that you obtain our prior written approval for the vendor to be engaged by you.

"Claim Preparation Costs" means:

1. 1The cost of taking inventory and the cost of gathering and preparing other data to substantiate the extent or amount of loss or damage; and
2. 1The cost of services provided by accountants, contractors and engineers solely for the purpose of determining the extent or amount of loss or damage.

"Claim Preparation Costs" does not mean and does not include:

1. Legal fees, charges and expenses;



2. Fees and costs of a public claims adjuster, claim consultant, insurance broker or agent (except forensic accounting services), or any person acting for or on behalf of a public claims adjuster, claim consultant, or insurance broker or agent;
3. Costs associated with negotiation or presentation of any claim or part of a claim that we have advised you is disputed or denied;
4. Costs associated with establishing that any claim or part of a claim is covered by the policy; or
5. Costs which represent your overhead or operating expense, including salaries of your employees.

**X. Property Off Premises**

Under the Building and Personal Property Coverage Form, A. COVERAGE, paragraph 5. Coverage Extensions, d. PROPERTY OFF-PREMISES, reference to \$10,000 in Subparagraph (3) is deleted and replaced by the Sub-Limit shown in the Schedule of Sub-Limits of Insurance.

**Y. Reclaiming, Restoring, or Repairing Land Improvements**

We will pay for expenses resulting from the cost of reclaiming, restoring or repairing land improvements. Land improvements are defined as any alteration to the natural condition of the land by grading, natural or man-made landscaping, earthen dikes or dams, and additions to land such as signs, pavements, sidewalks, roadways, drainage systems, irrigation systems, or similar works, provided the loss is the result of a Covered Cause of Loss.

**Z. Reward Reimbursement**

We will pay reward reimbursement for information that leads to a criminal conviction in connection with loss or damage to covered property due to theft, vandalism or "arson".

Definition: "Arson" means the willful and deliberate burning of property.

**AA. Royalties**

Under the Business Income (And Extra Expense) Coverage Form and the Business Income (Without Extra Expense) Coverage Form, this Policy is extended to cover loss of Business Income sustained by you under a royalty, licensing fee, or commission agreement between you and another party during the "period of restoration" arising out of direct physical loss or damage by a Covered Cause of Loss during the term of this policy to real or personal property of such other party, only if such royalties, fees or commissions are shown as such on the Statement of Values. When determining the amount payable, we will consider the amount of income derived by you from such agreements before, and the probable amount of income after, the date of loss or damage.

**BB. Utility Services Coverage – Excluding Transmission and Distribution Lines**

We will pay for loss of or damage to Covered Property caused by an interruption in utility service to the described premises. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss to any off premises water, communication or power supply services to your business. Coverage does not apply to overhead transmission lines including distribution lines. Further, coverage under this endorsement for loss or damage to Covered Property does not apply to loss or damage to "electronic data", including destruction or corruption of "electronic data".

## **CC. Spoilage**

This policy is extended to cover spoilage as a direct result of a Covered Cause of Loss and subject to the additional exclusions listed below. We shall be liable for direct physical loss or damage to:

1. "Perishable goods" due to spoilage;
2. "Perishable goods" due to contamination from the release of refrigerant, including but not limited to ammonia;
3. "Perishable goods" due to spoilage caused by a Covered Cause of Loss to equipment that is owned by a utility, landlord, or other supplier of any of the following services: electrical power, communications, waste disposal, air conditioning, refrigeration, heating, gas, air, water or steam. If you are unable to replace the perishable goods before its anticipated sale, payment will be determined on the basis of the sales price of the perishable goods at the time of the loss, less discounts and expenses that otherwise would have been incurred. Otherwise, payment will be determined in accordance with the Valuation provision of this policy.

"Perishable Goods" means personal property:

1. Maintained under controlled conditions for its preservation, and
2. Susceptible to loss or damage if the controlled conditions change.

Additional Exclusions: We shall not be liable for loss or damage caused by or resulting from:

1. The disconnection of any refrigerating, cooling or humidity control system from the source of power.
2. The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current.

## **DD. Transit**

You may extend the insurance provided by this policy to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.

Loss or damage must be caused by or result from one of the following causes of loss:

1. Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
2. Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the road bed.
3. Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.

## **EE. Valuable Papers and Records (Other than Electronic Data)**

Under the Building and Personal Property Coverage Form, A. COVERAGE, paragraph 5. Coverage Extensions, c. Valuable Papers and Records (Other than Electronic Data), reference to

\$2,000 in subparagraph (4) is deleted and replaced by the Sub-Limit shown in the Schedule of Sub-Limits of Insurance.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

### ORDINANCE OR LAW COVERAGE

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

Bldg. No./ Prem. No.	Cov. A	Cov. B Limit Of Insur.	Cov. C Limit Of Insur.	Cov. B And C Combined Limit Of Insur.
All / All	\$	\$	\$	\$ **
/	\$	\$	\$	\$ **
/	\$	\$	\$	\$ **
/	\$	\$	\$	\$ **
/	\$	\$	\$	\$ **
/	\$	\$	\$	\$ **
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/	\$	\$	\$	\$ **
/	\$	\$	\$	\$ **
/	\$	\$	\$	\$ **
/	\$	\$	\$	\$ **

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

\*\*Do not enter a Combined Limit of Insurance if individual Limits of Insurance are selected for Coverages B and C, or if one of these Coverages is not applicable.

- B. Application Of Coverage(s)**

**1. The ordinance or law:**

- a. Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
- b. Is in force at the time of loss.

But coverage under this endorsement applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this endorsement.

2.
  - a. The building sustains direct physical damage that is covered under this policy and such damage results in enforcement of or compliance with the ordinance or law; or
  - b. The building sustains both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and as a result of the building damage in its entirety, you are required to comply with the ordinance or law.
  - c. But if the building sustains direct physical damage that is not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this endorsement even if the building has also sustained covered direct physical damage.
3. In the situation described in **B.2.b.** above, we will not pay the full amount of loss otherwise payable under the terms of Coverages **A**, **B**, and/or **C** of this endorsement. Instead, we will pay a proportion of such loss; meaning the proportion that the covered direct physical damage bears to the total direct physical damage.

(Section **H.** of this endorsement provides an example of this procedure.)

However, if the covered direct physical damage, alone, would have resulted in a requirement to comply with the ordinance or law, then we will pay the full amount of loss otherwise payable under the terms of Coverages **A**, **B** and/or **C** of this endorsement.

**C. We will not pay under Coverage **A**, **B** or **C** of this endorsement for:**

1. Enforcement of or compliance with any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
2. The costs associated with the enforcement of or compliance with any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

**D. Coverage**

**1. Coverage A – Coverage For Loss To The Undamaged Portion Of The Building**

With respect to the building that has sustained covered direct physical damage, we will pay under Coverage **A** for the loss in value of the undamaged portion of the building as a consequence of a requirement to comply with an ordinance or law that requires demolition of undamaged parts of the same building.

Coverage **A** is included within the Limit of Insurance shown in the Declarations as applicable to the covered building. Coverage **A** does not increase the Limit of Insurance.

**2. Coverage B – Demolition Cost Coverage**

With respect to the building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same building, as a

consequence of a requirement to comply with an ordinance or law that requires demolition of such undamaged property.

The Coinsurance Additional Condition does not apply to Demolition Cost Coverage.

**3. Coverage C – Increased Cost Of Construction Coverage**

a. With respect to the building that has sustained covered direct physical damage, we will pay the increased cost to:

- (1) Repair or reconstruct damaged portions of that building; and/or
- (2) Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

when the increased cost is a consequence of a requirement to comply with the minimum standards of the ordinance or law.

However:

- (1) This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
- (2) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

The Coinsurance Additional Condition does not apply to Increased Cost of Construction Coverage.

b. When a building is damaged or destroyed and Coverage C applies to that building in accordance with 3.a. above, coverage for the increased cost of construction also applies to repair or reconstruction of the following, subject to the same conditions stated in 3.a.:

- (1) The cost of excavations, grading, backfilling and filling;
- (2) Foundation of the building;
- (3) Pilings; and
- (4) Underground pipes, flues and drains.

The items listed in b.(1) through b.(4) above are deleted from Property Not Covered, but only with respect to the coverage described in this Provision, 3.b.

**E. Loss Payment**

1. All following loss payment Provisions, E.2. through E.5., are subject to the apportionment procedures set forth in Section B.3. of this endorsement.
2. When there is a loss in value of an undamaged portion of a building to which Coverage A applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:

- a. If the Replacement Cost Coverage Option applies and the property is being repaired or replaced, on the same or another premises, we will not pay more than the lesser of:
    - (1) The amount you would actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or
    - (2) The Limit of Insurance shown in the Declarations as applicable to the covered building.
  - b. If the Replacement Cost Coverage Option applies and the property is **not** repaired or replaced, or if the Replacement Cost Coverage Option does **not** apply, we will not pay more than the lesser of:
    - (1) The actual cash value of the building at the time of loss; or
    - (2) The Limit of Insurance shown in the Declarations as applicable to the covered building.
3. Unless Paragraph **E.5.** applies, loss payment under Coverage **B** – Demolition Cost Coverage will be determined as follows:
- We will not pay more than the lesser of the following:
- a. The amount you actually spend to demolish and clear the site of the described premises; or
  - b. The applicable Limit of Insurance shown for Coverage **B** in the Schedule above.
4. Unless Paragraph **E.5.** applies, loss payment under Coverage **C** – Increased Cost of Construction Coverage will be determined as follows:
- a. We will not pay under Coverage **C**:
    - (1) Until the property is actually repaired or replaced, at the same or another premises; and
    - (2) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
  - b. If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay under Coverage **C** is the lesser of:
    - (1) The increased cost of construction at the same premises; or
    - (2) The applicable Limit of Insurance shown for Coverage **C** in the Schedule above.
  - c. If the ordinance or law requires relocation to another premises, the most we will pay under Coverage **C** is the lesser of:
    - (1) The increased cost of construction at the new premises; or

(2) The applicable Limit of Insurance shown for Coverage **C** in the Schedule above.

5. If a Combined Limit of Insurance is shown for Coverages **B** and **C** in the Schedule above, Paragraphs **E.3.** and **E.4.** of this endorsement do not apply with respect to the building that is subject to the Combined Limit, and the following loss payment provisions apply instead:

The most we will pay, for the total of all covered losses for Demolition Cost and Increased Cost of Construction, is the Combined Limit of Insurance shown for Coverages **B** and **C** in the Schedule above. Subject to this Combined Limit of Insurance, the following loss payment provisions apply:

- a. For Demolition Cost, we will not pay more than the amount you actually spend to demolish and clear the site of the described premises.
- b. With respect to the Increased Cost of Construction:
  - (1) We will not pay for the increased cost of construction:
    - (a) Until the property is actually repaired or replaced, at the same or another premises; and
    - (b) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
  - (2) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the same premises.
  - (3) If the ordinance or law requires relocation to another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.

**F.** The terms of this endorsement apply separately to each building to which this endorsement applies.

**G.** Under this endorsement we will not pay for loss due to any ordinance or law that:

- 1. You were required to comply with before the loss, even if the building was undamaged; and
- 2. You failed to comply with.

**H.** Example of Proportionate Loss Payment for Ordinance Or Law Coverage Losses (procedure as set forth in Section **B.3.** of this endorsement).

Assume:

- Wind is a Covered Cause of Loss; Flood is an excluded Cause of Loss
- The building has a value of \$200,000
- Total direct physical damage to building: \$100,000



- The ordinance or law in this jurisdiction is enforced when building damage equals or exceeds 50% of the building's value
- Portion of direct physical damage that is covered (caused by wind): \$30,000
- Portion of direct physical damage that is not covered (caused by flood): \$70,000
- Loss under Ordinance Or Law Coverage **C** of this endorsement: \$60,000

**Step 1:**

Determine the proportion that the covered direct physical damage bears to the total direct physical damage.

$$\$30,000 \div \$100,000 = .30$$

**Step 2:**

Apply that proportion to the Ordinance or Law loss.

$$\$60,000 \times .30 = \$18,000$$

In this example, the most we will pay under this endorsement for the Coverage **C** loss is \$18,000, subject to the applicable Limit of Insurance and any other applicable provisions.

**Note:** The same procedure applies to losses under Coverages **A** and **B** of this endorsement.

**I.** The following definition is added:

"Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

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Page 6 of 6

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRE-EXISTING DAMAGE EXCLUSION**

This endorsement modifies insurance provided under this policy.

It is agreed that this policy does not cover any loss or damage directly or indirectly caused by, resulting from or contributed to by any pre-existing property damage.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:



RESOLUTION NO.: 210572  
PRESENTED: DEC - 8 2021  
ADOPTED: \_\_\_\_\_

**RESOLUTION AUTHORIZING RETAINING LIGHTHOUSE TO PROVIDE EXCESS  
GENERAL LIABILITY INSURANCE COVERAGE**

**BY THE MAYOR:**

**WHEREAS**, the City of Flint through the, The Lighthouse Group, its current broker, solicited proposals for general liability coverage; and

**WHEREAS**, the Department is recommending that the Lighthouse Group be retained to provide the City with general liability insurance coverage through the Old Republic Union Insurance Company for the period 11/23/2021-11/23/2022 at a cost of \$460,843.85. Optional Terrorism coverage is available for an additional \$5,000.00 for a total cost of \$465,843.85;

**IT IS RESOLVED**, that the appropriate City officials are authorized to enter into a contract with the Lighthouse Group to provide the City with its general liability and terrorism coverage through the Old Republic Union Insurance Company at a premium not to exceed \$465,843.85 for a 12-month period beginning 11/23/2021 to 11/23/2022. Funding for these services will come from account 677-174.851-955.000.

**APPROVED AS TO FORM:**

Angela Wheeler  
Angela Wheeler (Nov 23, 2021 15:48 EST)

**Angela Wheeler, Chief Legal Officer**

**APPROVED AS TO FINANCE:**

Robert J.F. Widigan  
Robert J.F. Widigan (Nov 23, 2021 13:52 EST)

**Robert J. F. Widigan, Chief Financial Officer**

**FOR THE CITY OF FLINT:**

Sheldon A. Neeley  
**Mayor Sheldon A. Neeley**

**APPROVED BY CITY COUNCIL:**

\_\_\_\_\_  
**Eric Mays, Council President**

## STAFF REVIEW

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**Date:** 11/22/2021

**Agenda Item Title:** Resolution Authorizing Retaining the Lighthouse Group to Provide Excess General Liability insurance coverage

**Prepared By:** V. Foster

**Background/Summary of Proposed Action:**

The Lighthouse Group, the city's insurance broker, solicited quotes for its excess general liability policy. Of the 15 carriers to respond, five were either unable to compete or declined to quote.

The City's current carrier, the Old Republic Union Insurance Company responded with a formal quote of \$460,843.85. It is the recommendation of the Lighthouse Group and the Chief Financial Officer to add terrorism coverage for an additional \$5,000, bringing the total premium total for all coverage to \$465,843.85.

**Financial Implications:** None. Funding is available in the self-insurance fund to cover premium costs.

**Budgeted Expenditure:** Yes

**Account No:** 677-174.851-955.000

**Staff Recommendation:**

The Department of Finance is recommending coverage through the Lighthouse Group with Old Republic Insurance Company for a 12-month policy for a total cost of \$465,843.85.

Recommendation approval:

*Robert J.F. Widigan*

Robert J.F. Widigan (Nov 23, 2021 13:52 EST)

Robert J.F. Widigan  
Chief Financial Officer



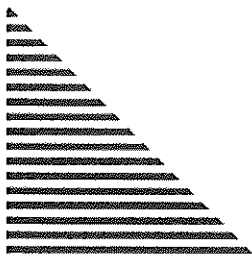
# Lighthouse

AN **ALERA GROUP** COMPANY

Insurance Proposal  
Prepared For

City of Flint

EFFECTIVE 11/23/2021 TO 11/23/2022



# Lighthouse, An Alera Group Company

Our mission at the Lighthouse is the profitable and ethical delivery of innovative insurance solutions for the protection of our clients.

We are well positioned to provide excellent service for all your business and personal insurance needs including:

- Commercial Insurance
- Personal Insurance
- Employee Benefits
- Individual Insurance/Medicare
- Financial Services

Along with these business units, Lighthouse provides seminars for clients and the public on relevant issues. These are done in conjunction with several insurance companies, with which we have solid, long term relationships.

We have multiple locations throughout Michigan and sister agencies across the nation to serve your needs. Our investment in technology has allowed Lighthouse to provide exemplary response time, as well as comprehensive claims and risk management services.

We have active memberships with local Chambers of Commerce, various industry associations, and serve on Advisory Boards of several insurance companies. We also have many Industry Specific Programs tailored to give specialized coverages when they are needed.

# Named Insureds

City of Flint

## Location Schedule

Loc #	Bldg #	Address	City	State	Zip	Description
0001	0001	1101 S. Saginaw St. Room 203	Flint	MI	48502	City Hall
0001	0002	1101 S. Saginaw St. Room 203	Flint	MI	48502	Dome Auditorium
0001	0003	1101 S. Saginaw St. Room 203	Flint	MI	48502	S. Building
0002	0004	1101 S. Saginaw St. Room 203	Flint	MI	48502	N. Building
0003	0005	210 E Fifth St	Flint	MI	48502	Police Dept.
0005	0007	4535 M.L. King Ave	Flint	MI	48502	Archie Parks
0006	0008	310 E Fifth St	Flint	MI	48502	Station #1 HQ
0007	0009	1525 M.L. King Ave	Flint	MI	48502	Station #3
0008	0010	4309 Industrial	Flint	MI	48502	Station #4
0009	0011	716 W Pierson Rd	Flint	MI	48502	Station #6
0010	0012	202 E Atherton	Flint	MI	48507	Station #8
0011	0013	3310 E Court St	Flint	MI	48502	Water Service Cen.
0011	0014	3318 E Court St	Flint	MI	48502	Misc. Storage
0012	0015	4500 N Dort Hwy	Flint	MI	48506	Treatment Plant
0012	0016	4500 N Dort Hwy	Flint	MI	48506	Ozone Plant
0012	0017	4500 N Dort Hwy	Flint	MI	48506	Elevated Tank Cont
0012	0018	4500 N Dort Hwy	Flint	MI	48506	Pumping Station 4
0012	0019	4500 N Dort Hwy	Flint	MI	48506	Electric Substation
0012	0020	4500 N Dort Hwy	Flint	MI	48506	Water Control2
0012	0021	2800 Hammerburg Rd	Flint	MI	48507	Booster Station
0013	0022	1614 Dupont	Flint	MI	48504	Westside Reservoir
0014	0023	G-12233 E Potter Road	Flint	MI	48507	Water Control1
0015	0024	G-4652 Beecher Rd	Flint	MI	48507	Sewage Treatment
0015	0025	G-4652 Beecher Rd	Flint	MI	48507	Admin Bldg-Lab
0015	0026	G-4652 Beecher Rd	Flint	MI	48507	Service Building
0015	0027	G-4652 Beecher Rd	Flint	MI	48507	Influent Box
0015	0028	G-4652 Beecher Rd	Flint	MI	48507	'A' Grit Tanks
0015	0029	G-4652 Beecher Rd	Flint	MI	48507	'B' New Grit Bldg
0015	0030	G-4652 Beecher Rd	Flint	MI	48507	Primary Settling tank
0015	0031	G-4652 Beecher Rd	Flint	MI	48507	Aeration Tank
0015	0032	G-4652 Beecher Rd	Flint	MI	48507	Final Settling
0015	0033	G-4652 Beecher Rd	Flint	MI	48507	Storage Building
0015	0034	G-4652 Beecher Rd	Flint	MI	48507	Blower, Filler
0015	0035	G-4652 Beecher Rd	Flint	MI	48507	Equip, Micro strainer
0015	0036	G-4652 Beecher Rd	Flint	MI	48507	Chlorine Contact
0015	0037	G-4652 Beecher Rd	Flint	MI	48507	Trickling Filter
0015	0038	G-4652 Beecher Rd	Flint	MI	48507	Sludge Thickening
0015	0039	G-4652 Beecher Rd	Flint	MI	48507	Blended Sludge
0015	0040	G-4652 Beecher Rd	Flint	MI	48507	Gas Sphere Storage
0015	0041	G-4652 Beecher Rd	Flint	MI	48507	Old Pre-Aeration
0015	0042	G-4652 Beecher Rd	Flint	MI	48507	Old Final Settling
0015	0043	G-4652 Beecher Rd	Flint	MI	48507	NW Pumping Station

Loc #	Bldg #	Address	City	State	Zip	Description
0015	0044	G-4652 Beecher Rd	Flint	MI	48507	LPO, Vacuum
0015	0045	G-4652 Beecher Rd	Flint	MI	48507	Storage Building
0015	0046	G-4652 Beecher Rd	Flint	MI	48507	E. Sewage Pump Station
0015	0047	G-4652 Beecher Rd	Flint	MI	48507	Hypochlorite Tank
0015	0048	G-4652 Beecher Rd	Flint	MI	48507	Air Filter A
0015	0049	G-4652 Beecher Rd	Flint	MI	48507	Air Filter B
0015	0050	G-4652 Beecher Rd	Flint	MI	48507	Air Filter C
0015	0051	G-4652 Beecher Rd	Flint	MI	48507	Sulfur Dioxide Bldg
0015	0052	G-4652 Beecher Rd	Flint	MI	48507	Storage
0016	0053	251 E. Blvd Drive	Flint	MI	48507	Avon St Pumping
0017	0054	Avon Street	Flint	MI	48503	Sewage Retention Tank
0018	0055	1524 Mackin Rd & 1416 Dupont	Flint	MI	48503	Water Pump Station
0018	0056	2305 W 3rd Ave	Flint	MI	48503	Third Ave Pump
0019	0057	6625 Fleming Rd	Flint	MI	48504	Sewage Lift Station
0020	0058	5629 Fleming Rd	Flint	MI	48504	Sewage Lift Station
0021	0059	2300 Branch	Flint	MI	48506	Sewage Lift Station
0022	0060	2420 Browwnell	Flint	MI	48504	Sewage Lift Station
0023	0061	1106 S Averill St	Flint	MI	48506	Forestry Division Shop
0023	0062	1106 S Averill St	Flint	MI	48506	Office
0023	0063	1106 S Averill St	Flint	MI	48506	Storage Bldg
0023	0064	1106 S Averill St	Flint	MI	48506	Pole Barn Garage
0023	0065	1106 S Averill St	Flint	MI	48506	Maintenance Bldg
0024	0066	930 E Blvd Drive	Flint	MI	48502	Shop & Garage
0024	0067	930 E Blvd Drive	Flint	MI	48502	Shop At Rear
0024	0068	930 E Blvd Drive	Flint	MI	48502	New Storage Bldg
0025	0069	4266 E Pierson Rd	Flint	MI	48506	Cart Storage Barn
0025	0070	4266 E Pierson Rd	Flint	MI	48506	Pump House
0025	0071	4266 E Pierson Rd	Flint	MI	48506	Kearsley Lake Golf
0026	0072	2401 Nolen Drive	Flint	MI	48503	Mott Golf & Clubhouse
0026	0073	2401 Nolen Drive	Flint	MI	48503	Equip Storage
0026	0074	2401 Nolen Drive	Flint	MI	48503	Pump House Bridges
0027	0075	1221 S Vernon	Flint	MI	48506	Pierce Golf & Clubhouse
0028	0076	1901 Hammerburg Rd	Flint	MI	48507	Swartz Creek Golf
0028	0077	1901 Hammerburg Rd	Flint	MI	48507	Equip Storage
0028	0078	1901 Hammerburg Rd	Flint	MI	48507	Pump House
0028	0079	1901 Hammerburg Rd	Flint	MI	48507	Bridges Outside Equip
0028	0080	1901 Hammerburg Rd	Flint	MI	48507	Golf Car Storage Barn
0029	0081	3300-3400 N Saginaw	Flint	MI	48502	Berston Fieldhouse
0030	0082	2201 Forest Hill	Flint	MI	48504	Haskell Community Cent
0031	0083	1301-09 Pingree St	Flint	MI	48505	Brennan Comm Center
0031	0084	1301-09 Pingree St	Flint	MI	48505	Wilkins Park Ballfield
0032	0085	1002 W Home	Flint	MI	48504	Hasselbring Center
0033	0086	249 Peer Ave	Flint	MI	48504	McKinley Sr Citizens Cen
0034	0087	Vernon-Broadway	Flint	MI	48506	Amos Park Basketball
0035	0088	E Fifth Ave-Root St	Flint	MI	48506	Barney Fountain
0036	0089	Brownell-W Dayton	Flint	MI	48504	Bassett Park Outside
0037	0090	Woodland-E Court St	Flint	MI	48504	Burroughs Park
0038	0091	M. L. King Ave-2 E Pierson	Flint	MI	48532	Clara Wilborn Shelter
0039	0092	Averill-1-69 Expressway	Flint	MI	48506	Cook Park Shelter
0040	0093	Damon-N Saginaw St	Flint	MI	48506	Dewey Park Shelter
0041	0094	E Hamilton-Ave A	Flint	MI	48505	Dryant Park
0042	0095	640 W Pasadena	Flint	MI	48505	Forest Park Shelter 1
0042	0096	640 W Pasadena	Flint	MI	48505	Forest Park Shelter 2
0042	0097	640 W Pasadena	Flint	MI	48505	Forest Park Exercise
0043	0098	1101 Kearsley Park Blvd	Flint	MI	48503	Kearsley Park Pavilion
0043	0099	1101 Kearsley Park Blvd	Flint	MI	48503	Kearsley Park 4 Bridges
0044	0100	W Court & Middleton	Flint	MI	48503	Mann Hall Park Sign
0045	0101	Tacken-Mann Hall	Flint	MI	48505	McCallum Park Sign



Loc #	Bldg #	Address	City	State	Zip	Description
0046	0102	M.L King Ave-N Saginaw	Flint	MI	48502	McFarlan Monuments 2
0047	0103	Lippincott & Clifford	Flint	MI	48503	Foot Bridge
0048	0104	Mason-Welch Blvd	Flint	MI	48503	Bolawanee Park Sign
0049	0105	Miller Rd-Court St	Flint	MI	48532	Mobley Park
0050	0106	River Village	Flint	MI	48532	River City 5 Windmills
0051	0107	Saginaw St	Flint	MI	48502	Riverbank Park Fountain
0051	0108	Saginaw St	Flint	MI	48502	Grand Fountain Elec
0051	0109	Saginaw St	Flint	MI	48502	Fountain Emergency Lights
0051	0110	Saginaw St	Flint	MI	48502	Recirculation System
0051	0111	Saginaw St	Flint	MI	48502	Vault Sump Pumps
0051	0112	Saginaw St	Flint	MI	48502	Misc Pump Fibradams
0051	0113	Saginaw St	Flint	MI	48502	Misc. Pumps-Meter Pit
0051	0114	Saginaw St	Flint	MI	48502	Misc Pump Fibradams 2
0051	0115	Saginaw St	Flint	MI	48502	Elec Panels Ext In Water Well
0051	0116	Saginaw St	Flint	MI	48502	Outside Lighting
0051	0117	Saginaw St	Flint	MI	48502	Pulaski Monument
0052	0118	Harrison St	Flint	MI	48502	Rest Rooms
0052	0119	Harrison St	Flint	MI	48502	UAW Sit Down Monument
0053	0120	SE Saginaw St	Flint	MI	48502	Misc Pumps Electric Vault
0054	0121	Chicago Blvd-Clancy	Flint	MI	48502	Sarginson Park Shelter
0055	0122	3201 Hammerburg Rd	Flint	MI	48507	Stanley Broome Park
0055	0123	3201 Hammerburg Rd	Flint	MI	48507	Park Lights Scoreboard
0055	0124	3201 Hammerburg Rd	Flint	MI	48507	Fencing & Backstops
0055	0125	3201 Hammerburg Rd	Flint	MI	48507	Press Box
0055	0126	3201 Hammerburg Rd	Flint	MI	48507	Concession Bldg
0056	0127	3821 N Franklin	Flint	MI	48506	Whaley Park Shelter
0056	0128	3821 N Franklin	Flint	MI	48506	Whaley Park Outside
0056	0129	3821 N Franklin	Flint	MI	48506	Whaley Park Lights
0056	0130	3821 N Franklin	Flint	MI	48506	Whaley Park Grand Stands
0056	0131	3821 N Franklin	Flint	MI	48506	Whaley Park Press Box
0056	0132	3821 N Franklin	Flint	MI	48506	Concession Bldg
0056	0133	3821 N Franklin	Flint	MI	48506	Whaley Park Softball Lights
0056	0134	3821 N Franklin	Flint	MI	48506	Whaley Park Softball Stands
0057	0135	1701 Utah	Flint	MI	48506	Whaley Park Dasher Boards
0058	0136	Pengelly-Milton	Flint	MI	48504	Windiate Park Court
0059	0137	Brookside-Woodlawn	Flint	MI	48504	Woodlawn Park Bridge
0059	0138	Brookside-Woodlawn	Flint	MI	48504	Tennis Court
0060	0139	Morningside Dr	Flint	MI	48504	Shelter (Carpenter)
0061	0140	702 W 12th Street	Flint	MI	48503	New City Garage
0061	0141	702 W 12th Street	Flint	MI	48503	Gas Station Warehouse
0061	0142	702 W 12th Street	Flint	MI	48503	New City Garage
0061	0143	702 W 12th Street	Flint	MI	48503	12,000 Gallon Tank
0061	0144	702 W 12th Street	Flint	MI	48503	3,000 Gallon Fuel Oil Storage
0062	0145	630 S Saginaw St	Flint	MI	48502	68 <sup>th</sup> District Court
0063	0146	3402 Western Rd	Flint	MI	48506	Station #5
0064	0147	1100 S Cedar St	Flint	MI	48502	Cedar St Pump Station
0065	0148	420 E Boulevard Drive	Flint	MI	48502	Farmers Mkt
0066	0149	R/420 E Boulevard Drive	Flint	MI	48502	Farmers Mkt

# Public Entity Liability

## COVERAGE FORM USED

Coverage	Occurrence/Claims Made	Retroactive Date
General Liability	Occurrence	NA
Errors and Omissions Liability	Claims Made	08/22/2013
Employment Practices Liability	Claims Made	08/22/2013
Sexual Harassment Liability	Claims Made	08/22/2013
Sexual Abuse Liability	Claims Made	11/23/2016
Employee Benefits Liability	Claims Made	08/22/2013

## GENERAL LIABILITY

Coverage	Limit	Retention
General Liability per Occurrence	10,000,000	3,000,000
General Liability Annual Aggregate	10,000,000	
Liquor Liability	Included	
Incidental Medical Malpractice	Included	
Fire Damage Legal Liability	Included	

## AUTOMOBILE LIABILITY

Coverage	Limit	Retention
Automobile Liability per Accident	10,000,000	3,000,000
Garagekeepers Legal Liability per Accident	1,000,000	3,000,000

## LAW ENFORCEMENT LIABILITY

Coverage	Limit	Retention
Law Enforcement Liability per Occurrence	10,000,000	3,000,000
Law Enforcement Liability Annual Aggregate	10,000,000	
Incidental Medical Services	Included	

## ERRORS AND OMISSIONS LIABILITY

Coverage	Limit	Retention
Errors and Omissions Liability per Claim	10,000,000	3,000,000
Errors and Omissions Liability Annual Aggregate	10,000,000	
Employment Practices Liability	Included	
Sexual Harassment Liability	Included	
Fire Damage Legal Liability	Included	

## SEXUAL ABUSE LIABILITY

Coverage	Limit	Retention
Sexual Abuse Liability per Claim	10,000,000	3,000,000
Sexual Abuse Liability Annual Aggregate	10,000,000	

## EMPLOYEE BENEFITS LIABILITY

Coverage	Limit	Retention
Employee Benefits Liability per Claim	10,000,000	3,000,000
Employee Benefits Liability Annual Aggregate	10,000,000	

## Premium Summary

Coverage	Carrier	Expiring Premium	Renewal Premium	Premium Difference	Premium % Change
Public Entity Liability	Old Republic Union	\$412,037.50	\$460,843.85	\$48,806.35	11.85%
Terrorism (optional)				\$5,000	
Total Program		\$412,037.50	\$460,843.85	\$48,806.35*	11.85%

\*Not including terrorism

Company	Best Rating	Admitted or Non Admitted
Old Republic Union Insurance Company	A+	Non Admitted

All quoted premiums are annual estimates.

4% of the increase is exposure change (helicopter), the remaining part of the rate increase is due to the City's Increased crime score.

Your insurance policies can be delivered either by paper form or electronic flash drive. Please let us know which option you prefer.

## Binding Conditions

- Dam Inspection Report for Holloway Dam
- Signed TRIA
- 15 Markets Approached; Carriers Below Only Markets that agreed to review submission:

## Markets Approached

- Berkley Ins. Co – Declined; Claims
- Chubb – Declined; Not able to compete; Estimated their premium would be 750K minimum.
- Lexington Insurance – Declined; No market
- Liberty – Declined; Financial Situation
- Travelers – Declined; Not able to compete

*This insurance proposal is based upon your insurance history and the information that you have provided. It is your responsibility to review each item to make sure that you have all the coverages that you need, and that the limits of liability are appropriate.*

# Agreement and Acceptance

The undersigned insured acknowledges that they have read and understood the Insurance Proposal as presented by Lighthouse Group, an Alera Group Agency LLC and authorizes them to bind coverage.  
Effective Date: 11/23/2021

Policy Type: Public Entity Liability

PROPOSED COVERAGE HAS BEEN REJECTED/MODIFIED AS OUTLINED:

- 1.
- 2.
- 3.
- 4.

Named Insured: City of Flint

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

RETURN TO THE ATTENTION OF: Cort Niemi  
EMAIL: [cniemi@lighthousegroup.com](mailto:cniemi@lighthousegroup.com)  
MAIL: Lighthouse, An Alera Group Company  
56 Grandville Ave, Ste 300  
Grand Rapids, MI 49503

# Electronic Delivery Supplement

Client Name:City of Flint	Date:
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## ELECTRONIC SELECTION / REJECTION OPTION FORM

Your insurer may be required by law to obtain consent from insureds prior to engaging in any electronic delivery of insurance policies and/or other supporting documents in connection with the policy. You have the right to:

- Select electronic delivery;
- Reject electronic delivery;
- Withdraw your consent if you decide you no longer want to receive electronic delivery of your insurance policy and/or other supporting documents in connection with your insurance policy.

### ☐ ELECTION OF ELECTRONIC INSURANCE POLICY DELIVERY OPTION

I select the option to receive the following documents in connection with my insurance policy electronically, for myself and all those covered under the policy until further notice. I acknowledge I may no longer receive paper copies of my insurance policy.

- Insurance Policy
- Identification Card
- Notices of Cancellation
- Notices of Nonrenewal
- Other supporting documents in connection with my insurance policy

### ☐ REJECTION OF ELECTRONIC DELIVERY OPTION

I reject the option to receive my insurance policy and/or other supporting documents in connection with my insurance policy electronically, for myself and all those covered under the policy until further notice. I will continue to receive paper copies of such documents.

### ☐ WITHDRAWAL OF CONSENT OF ELECTRONIC DELIVERY

I withdraw my previous consent of electronic delivery of my insurance policy and/or other supporting documents in connection with my insurance policy, for myself and all those covered under the policy until further notice. I elect to receive paper copies of such documents in the future.

## ELECTRONIC DELIVERY DISCLOSURE

The policyholder who elects to allow for insurance policy and/or other supporting documents in connection with the insurance policy to be sent to the electronic mail address provided should be diligent in updating the electronic mail address provided to the insurer in the event that the address should change.

_____ Name of Recipient to Receive Insurance policy &/or Other Supporting Documents	_____ Relationship to Client
_____ E-Mail Address of Recipient	
_____ Client Signature	_____ Date (MM/DD/YYYY)

# Commercial Lines Coverage Options

In addition to the below coverage options, there may be more insurance products available for your consideration.

## **Property**

We do not determine property values, as we do not have any specific expertise in making this evaluation. It is in your best interest to evaluate the amount of your contents to determine the appropriate limits. Additionally, it is in your best interest to seek a building valuation survey to determine the appropriate construction cost of any building coverage.

- Off Premises Power Failure
- Spoilage Coverage
- Business Income & Extra Expense
- Ordinance or Law
- Vacancy Permit
- Builders Risk
- Mfg Selling Price
- Property of Others
- Leased or Rented Property
- Peak Season Coverage
- Equipment Breakdown
- Earthquake
- Flood
- Dependent Property

## **General Liability**

Higher limits may also be available for General Liability coverages.

- Employment Practices Liability
- Liquor Liability
- Employee Benefits Liability
- Product Recall Coverage
- Pollution Liability

## **Inland Marine**

- Installation Floater
- Replacement Cost
- Miscellaneous Tools/ Equipment
- Leased or Rented Equipment
- Sign Coverage
- Scheduled Equipment / Tools
- Valuable Papers / Accounts Receivable
- Bailee Liability
- Patterns, Dies, Molds

## **Crime**

- Employee Dishonesty
- Forgery / Alterations
- Money & Securities

## **Business Auto**

- Drive Other Car
- Hired & Non-Owned Auto Liability
- Hired Car Physical Damage

## **Miscellaneous**

- Umbrella Liability / Higher Limits on Current Umbrella
- Professional Liability
- Data Breach / Cyber Liability
- Directors & Officers Coverage
- Fiduciary Liability
- Bonds
- Trade Credit Insurance

# Cyber Liability Quiz

## What is your Internet Privacy and/or Security Risk?

Take this quick quiz to determine your level of risk.

1. Are you involved in any of the following industries:
  - Education
  - Healthcare
  - Financial Services
  - Retail
2. Do you provide services to clients on your website?
3. Do you collect, receive, transmit or store personally identifiable information or personal health information? For example, Social Security numbers, driver's license numbers, email addresses, bank account numbers, credit/debit card numbers, etc.
4. Do you need to develop or update procedures to comply with privacy legislation? For Example, Health Insurance Portability and Accountability Act – HIPPA, The Gramm-Leach Bliley Act or other legislation with respect to the protection of other confidential information?
5. Do your employees use laptops, cell phones, smart phones, or tablets?
6. Do you store sensitive data on your network in the cloud or even in paper files?
7. Do you manage the content of your website and/or host the infrastructure yourself instead of using a third party?
8. Do you have a Written Information Security Plan?

### Your Score:

#### 2 or less answered yes:

Your risk is low. However, Cyber Liability coverage is worth considering.

#### 3 to 4 answered yes:

Your risk is great and obtaining Cyber Liability should be a priority

#### 5 or more answered yes:

Your risk is significant! Without proper coverage afforded by Cyber Liability, the financial well being of your company is at risk!





#### **for individuals and families**

- Life Insurance
- Return of Premium Life Insurance
- Annuities
- Disability Income Protection
- Long-term Care
- Life Insurance Review and Audit Program
- Individual Mortgage Pay-off in Event of Death

#### **for business owners**

- Business Continuation Planning (Life and Disability Insurance)
- Key Person Coverage (Life and Disability Insurance)
- Debt Coverage or Life Insurance Required by Bank
- Estate Analysis - Legacy Trust
- Executive Owner Premier Audit Program
- Voluntary Products

As a client of Lighthouse, An Alera Group Company, you are eligible to take advantage of our Life Insurance Review & Audit Program free of charge. An evaluation of your personal and business life insurance policies can provide the reassurance your plans are set to meet your needs when and how you expect them to.

With more than 100 years of combined experience, our Life Insurance and Executive Benefits team will provide an in-depth and objective review of the life insurance you have in place today. With direct access to more than 30 insurance carriers, we will propose only the best alternatives directly in line with your goals and budget. Life insurance coverage can change over time, therefore we recommend policies be reviewed every three years.

Since over 80 percent of life insurance policies don't live up to client expectations due to overpriced premiums, incorrect design or early termination, this review is of tremendous value by providing peace of mind and protection for what matters most.

If you are interested in Lighthouse's life insurance services, contact your sales executive to get started.



**Lighthouse**  
AN ALERA GROUP COMPANY

## Employee Benefits

Lighthouse's personalized and innovative approach to the ever changing world of healthcare allows for your business to keep moving forward. By leveraging our extensive network of resources, we craft the plan you and your employees desire.

### COMPLIANCE

- MyWave access and support
- Miller Johnson - Legal Firm
- Compliance Checklist
- Benchmarking
- SPD Review
- 5500 Assistance

### TECHNOLOGY

- Benefit Admin - Employee Navigator
- Member Management
- Self-serve enrollment
- Variable Hour Tracking
- ACA Reporting - 1095 reporting

### HR SUPPORT

- Employee Handbook Review
- Compensation Benchmarking
- Mock DOL Audit
- Training Resources
- On Staff HR Consultant

### WELLNESS

- On Staff Resources
- Consulting/Design
- Implementation/Ongoing Assistance
- Reporting/Analysis/Vendors

### MEDICARE/INDIVIDUALS

- Onsite Educational Meetings
- 1 on 1 Consultations
- Transition to Medicare
- Employee Separation Services
- Individual Plan Options

### DATA ANALYTICS

- Underwriter on Staff
- Monthly Claims Reporting
- PA 152 Analysis
- Predictive Modeling
- 3-5 Year Strategic Plan
- Milliman Reporting Services

### EMPLOYEE COMMUNICATION

- Benefits Booklets
- Custom Communications
- ACA Updates
- Electronic & Print



## CITY OF FLINT

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RESOLUTION NO.: 210578

PRESENTED: DEC - 8 2021

ADOPTED: \_\_\_\_\_

**Resolution Authorizing Change Order #2 to Contract 20-044 with Rowe, Inc. for Comprehensive Zoning Services to Extend the Contract until June 30, 2022 and add an additional \$60,000**

**BY THE CITY ADMINISTRATOR:**

The City of Flint, through its Department of Planning and Development, Planning & Zoning Division, released an RFP in March 2020 inviting proposals from qualified firms to provide planning/zoning services to the City, including oversight and administration of the medical and recreational marijuana business licensing process. Applicants were required to demonstrate knowledge and experience with respect to all aspects of planning/zoning services required by a municipal entity.

The City selected ROWE Inc as the most responsive applicant and entered into an initial contract with ROWE in the amount of \$60,000 for comprehensive zoning services. That contract was extended through December 31, 2021 for an additional \$60,000.

The City desires to extend this contract for an additional 6 months and add \$60,000 to continue the services.

**IT IS RESOLVED**, that City Officials are authorized to do all things necessary to enter into Change Order #2 to Contract 20-044 with Rowe Inc until June 30, 2022 and add \$60,000 to continue their provision of comprehensive zoning services with funds in the amount of \$12,275 to be made available from account #101-271.220-801.000; funds in the amount of \$25,000 to be made available from account #101-371.209-801.000 and funds in the amount of \$22,725 to be made available from account #296-728.400-801.000, for a total new contract amount of \$180,000.



## CITY OF FLINT

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### APPROVED AS TO FORM:

Angela Wheeler

Angela Wheeler (Nov 30, 2021 16:38 EST)

**Angela Wheeler, Chief Legal Officer**

### APPROVED AS TO FINANCE

Robert J.F. Widigan

Robert J.F. Widigan (Nov 30, 2021 16:49 EST)

**Robert Widigan, Chief Financial Officer**

### ADMINISTRATION:

CLYDE D EDWARDS

CLYDE D EDWARDS (Dec 1, 2021 09:28 EST)

**Clyde Edwards, City Administrator**

### CITY COUNCIL:

**Eric Mays, Council President**



## CITY OF FLINT

### REQUISITION STAFF REVIEW FORM

**TODAY'S DATE:** 11/26/21

**BID/PROPOSAL#** 20000569

**AGENDA ITEM TITLE:** Requisition to enter into a Change Order #2 to Contract 20-044 with ROWE, Inc for comprehensive zoning services in the amount of \$60,000 for approximately 6 months.

**PREPARED BY** Suzanne Wilcox, Director, Department of Planning and Development

**VENDOR NAME:** Rowe, Inc.

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The City of Flint, through its Department of Planning and Development, Planning & Zoning Division, released an RFP in March 2020 inviting proposals from qualified firms to provide planning/zoning services to the City, including oversight and administration of the medical and recreational marijuana business licensing process. Applicants were required to demonstrate knowledge and experience with respect to all aspects of planning/zoning services required by a municipal entity.

The City received 2 responses, one from ROWE, Inc, and one from Fusco, Shaffer, and Pappas. Staff reviewed and evaluated both proposals. Rowe's proposal was the lowest bid and also scored highest per the evaluation criteria and the City entered into a contract with ROWE in the amount of \$60,000 for comprehensive zoning services. That contract expired April 30, 2021 and the City entered into Change Order #1 to extend the contract and add an additional \$60,000. That change order expires December 31, 2021, and funds are nearly exhausted. Due to the volume of work in planning/zone, services continue to be needed. This resolution extends the contract until June 30, 2022 and adds an additional \$60,000.

**FINANCIAL IMPLICATIONS:** Funding is available in the City's FY21 budget for these services.

**BUDGETED EXPENDITURE?** YES ☒ NO ☐ IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
P & D Medical Marijuana Compliance	Professional Services	101-371.220-801.000	N/A	\$12,275.00
Planning & Zoning General Fund	Professional Services	101-371.209-801.000	N/A	\$25,000.00
Kellogg Econ. & Comm. Dev. Grant	Professional Services	296-728.400-801.000	LKE::18-E&CD	\$22,725.00
<b>FY21/22 GRAND TOTAL</b>				<b>\$60,000.00</b>



## CITY OF FLINT

PRE-ENCUMBERED? YES ☒ NO ☐ REQUISITION NO: 220005247

ACCOUNTING APPROVAL: Mary Jarvis Date: 11/30/2021 Martita Moffett-Page  
Martita Moffett-Page (H&A) SC 2021 11-30 EST

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐  
(If yes, please indicate how many years for the contract) YEARS

WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: (This will depend on the term of the bid proposal) n/a

BUDGET YEAR 1

BUDGET YEAR 2

BUDGET YEAR 3

OTHER IMPLICATIONS (i.e., collective bargaining): This is a short-term contract. Services are needed due to the volume of work in Planning/Zoning.

STAFF RECOMMENDATION: (PLEASE SELECT): ☒ APPROVED ☐ NOT APPROVED

DEPARTMENT HEAD SIGNATURE: Suzanne Wilcox  
(PLEASE TYPE NAME, TITLE)

RESOLUTION NO.: 210583

PRESENTED: DEC - 8 2021

ADOPTED: \_\_\_\_\_

**RESOLUTION AUTHORIZING A CHANGE ORDER TO EXTEND AND INCREASE  
CONTRACT 18-087 WITH THE CLARK COMMONS LDHA LLC BY \$275,005.00 FOR  
ENVIRONMENTAL REMEDIATION ACTIVITIES AT CLARK COMMONS PHASE I FOR A  
REVISED TOTAL CONTRACT OF \$7,415,000.00**

**BY THE CITY ADMINISTRATOR :**

**WHEREAS**, Resolution 190147 adopted April 22, 2019 authorized the acceptance of \$499,995 from the Michigan Department of Environmental Quality (now EGLE) for the purpose of environmental remediation within Choice Neighborhoods Phase 1 housing development under grant code SDEQ-19-BRDP; and

**WHEREAS**, Resolution 190253 adopted August 8, 2019 authorized entry into contract #18-087 using \$600,000.00 of HOME, \$6,040,000 of Choice, and \$499,995 of EGLE funds; and

**WHEREAS**, Resolution 200390 adopted September 14, 2020 authorized the acceptance of additional EGLE grant funds for an increase of \$400,000.00 and total award of \$1,400,000.00 under grant code SDEQ-19-BRDP; and

**WHEREAS**, Contract #18-087 has expired as of June 30, 2021; and

**WHEREAS**, City of Flint Planning & Development staff wish to extend contract 18-087 thru June 30, 2022 and increase the SDEQ-19-BRDP amount by \$275,005; and

**WHEREAS**, funding for this change order to the existing contract is available in the below accounts.

Account Number	Grant Code	Account Name	Amount
296-721.200-539.000	SDEQ-19-BRDP	Environmental Remediation (Revenue)	\$275,005.00
296-721.200-801.000	SDEQ-19-BRDP	Environmental Remediation (Expense)	\$275,005.00

**IT IS RESOLVED** that appropriate City Officials are authorized to do all things necessary to process a change order to increase and extend contract 18-087 with Clark Commons LDHA, LLC by \$275,005.00 in environmental remediation funds and extend through June 30, 2022 for a total Phase I contract of \$7,415,000.00.

**(Signatures on Next Page)**

**APPROVED AS TO FINANCE:**

Robert J.F. Widigan, CFO

Robert J.F. Widigan, CFO (Nov 30, 2021 10:58 EST)

**Robert Widigan**  
**Chief Financial Officer**

**APPROVED AS TO FORM:**

Angela Wheeler

Angela Wheeler (Nov 29, 2021 10:51 EST)

**Angela Wheeler**  
**Chief Legal Officer**

**ADMINISTRATION:**

CLYDE D EDWARDS

CLYDE D EDWARDS (Dec 1, 2021 12:39 EST)

**Clyde Edwards**  
**City Administrator**

**CITY COUNCIL:**

**Eric Mays**  
**City Council President**



**RESOLUTION REVIEW FORM**

FROM: PLANNING & ZONING  
Division

DATE November 24, 2021  
NO. \_\_\_\_\_  
Law Office Login # \_\_\_\_\_

RESOLUTION NAME:

**RESOLUTION AUTHORIZING CHANGES TO THE CLARK COMMONS LDHA LLC, EXTENDING AND INCREASING CONTRACT #18-087A BY \$275,005.00 FOR ENVIRONMENTAL REMEDIATION ACTIVITIES AT CLARK COMMONS PHASE I.**

Date in: \_\_\_\_\_

**1. RESOLUTION REVIEW - DEPT OF PLANNING AND DEV DIRECTOR**

The attached RESOLUTION is approved by the DPD Director. By signing, the DPD Director approved this resolution to be processed for signatures.

By: Suzanne Wilcox  
Director

DATE: 11/29/21  
(Date)

Date in: \_\_\_\_\_

**2. RESOLUTION REVIEW - LEGAL**

The attached RESOLUTION is submitted to the Legal Department for Approval as to FORM ONLY:

The Legal Department has reviewed the RESOLUTION as to Form on \_\_\_\_\_, and by signing this form approves as to FORM ONLY.  
(Date)

By: Angela Wheeler  
Chief Legal Officer

Angela Wheeler  
Angela Wheeler: Nov 29, 2021 10:51 EST

DATE: 11-29-2021

Date in: \_\_\_\_\_

**3. RESOLUTION REVIEW - FINANCE**

The attached RESOLUTION is submitted to the FINANCE Department for approval as to FINANCE COMPLIANCE:

The Finance Department reviewed this RESOLUTION, on \_\_\_\_\_ and by signing this form approves as to FINANCE COMPLIANCE.  
(Date)

By: Robert R. Widigan  
Finance Director

Robert J.F. Widigan, CFO  
Robert J.F. Widigan, CFO (Nov 30, 2021 10:58 EST)

DATE: 11/30/2021

## BUDGET AMENDMENT STAFF REVIEW FORM

**DATE:** November 24, 2021

**Agenda Item Title:** RESOLUTION AUTHORIZING A CHANGE ORDER TO EXTEND AND INCREASE CONTRACT 18-087 WITH THE CLARK COMMONS LDHA LLC BY \$275,005.00 FOR ENVIRONMENTAL REMEDIATION ACTIVITIES AT CLARK COMMONS PHASE I FOR A REVISED TOTAL CONTRACT OF \$7,415,000.00

**Prepared By:** CED on behalf of Planning for Suzanne Wilcox, Director

**Background/Summary of Proposed Action:**

In July 2018, the City received \$30,000,000.00 of grant funding from the U.S. Department of Housing and Urban Development (HUD) to implement the Transformation Plan created through the South Flint Choice Neighborhoods Initiative. The program is being led by the Planning Division and in collaboration with the Flint Housing Commission (FHC), Mott Community College (Mott), and Norstar Development to allow the City to move forward with the relocation of Atherton East Townhomes and implement the projects outlined in the vision of the South Flint Community Plan.

The City received \$1,400,000 of EGLE Brownfield Redevelopment (SDEQ-19-BRDP) grant funds. Clark Commons LDHA is allocated \$499,995 for Phase I environmental remediation but requires an additional \$275,005.00 to complete the remediation. The total Phase I environmental remediation activities will be \$775,000. In addition, contract 18-087 expired June 30, 2021 and needs to be extended through June 30, 2022.

The total contract amount including these changes will be \$7,415,000.00.

**Financial Implications:** This grant leverages existing funds throughout the community, and delivers no impact to the City's General Fund accounts.

**Budgeted Expenditure:** Yes \_\_\_ No X **Please explain, if no:**

**Pre-encumbered:** Yes X No \_\_\_ **Requisition:** 220005182

**Account No.:**

Account Number	Grant Code	Account Name	Amount
296-721.200-539.000	SDEQ-19-BRDP	Environmental Remediation (Revenue)	\$275,000.00
296-721.200-801.000	SDEQ-19-BRDP	Environmental Remediation (Expense)	\$275,000.00

(Signatures on Next Page)

**Staff Recommendations:** The Accounting Supervisor for Department of Planning and Development recommends approval of this budget amendment and the accounts listed herein.

Carissa Dotson

Carissa Dotson: Nov 24, 2021 09:14 EST

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Carissa Dotson, Accounting Supervisor

Martitta Moffett-Page

Martitta Moffett-Page: Nov 29, 2021 09:51 EST

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Martitta Moffett-Page, Grants Administrator

The Director of Department of Planning and Development recommends approval of this budget amendment.

Suzanne Wilcox

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Suzanne Wilcox, Director of Planning and Development



210584

RESOLUTION NO.: \_\_\_\_\_

PRESENTED: DEC - 8 2021

ADOPTED: \_\_\_\_\_

**RESOLUTION AUTHORIZING AN INCREASE TO PHASE II OF THE CHOICE NEIGHBORHOODS CLARK COMMONS PROJECT PHASE II AMOUNT BY \$725,420.00 IN CHOICE FUNDS AND BY \$475,000.00 IN EGLE FUNDS AND TO ENTER INTO AN AGREEMENT WITH CLARK COMMONS II LDHA FOR THE PHASE II TOTAL AMOUNT OF \$4,976,419.50**

**BY THE CITY ADMINISTRATOR**

**WHEREAS**, Resolution 180620 adopted 12/18/18 authorized City officials to enter into contract with Norstar in the amount of \$18,325,000.00 under FHUD18CHOICE; and

**WHEREAS**, Resolution 210060 adopted 2/8/21 authorized City officials to enter into contract with Clark Commons II LDHA, LLC for \$3,374,580.00 of FHUD18CHOICE and \$401,419.50 of FHUD-HOME20; and

**WHEREAS**, an additional \$725,420.00 of FHUD18CHOICE funds are required for Clark Commons phase 2 housing development; and

**WHEREAS**, Resolution 200390 adopted 9/14/20 authorized the acceptance of additional EGLE grant funds for an increase of \$400,000.00 and total award of \$1,400,000.00 under grant code SDEQ-19-BRDP; and

**WHEREAS**, Phase 2 of Clark Commons housing development requires \$475,000.00 of environmental remediation funds; and

**WHEREAS**, funding for this contract is available in the below accounts;

Account Number	Grant Code	Account Name	Amount
296-691.403-801.000	FHUD18CHOICE	Professional Services	\$4,100,000.00
274-749.447-805.276	FHUD-HOME20	Construction of Housing	\$401,419.50
296-721.200-801.000	SDEQ-19-BRDP	Environmental remediation	\$475,000.00

**IT IS RESOLVED** that appropriate City Officials are authorized to do all things necessary to increase the Phase II Clark Commons agreement with Clark Commons II LDHA, LLC by \$725,420.00 in FHUD18CHOICE funds and \$475,000.00 in SDEQ-19-BRDP funds for a total Phase II contract amount of \$4,976,419.50

(Signatures on Next Page)

**APPROVED AS TO FINANCE:**

Robert J.E. Widigan, CFO  
Robert J.E. Widigan, CFO (Nov 29, 2021 1:54 EST)

**Robert Widigan**  
**Chief Financial Officer**

**APPROVED AS TO FORM:**

Angela Wheeler  
Angela Wheeler (Nov 29, 2021 10:39 EST)

**Angela Wheeler**  
**Chief Legal Officer**

**ADMINISTRATION:**

Elyde Edwards  
**Elyde Edwards**  
**City Administrator**

**CITY COUNCIL:**

Eric Mays  
**Eric Mays**  
**City Council President**

## BUDGET AMENDMENT STAFF REVIEW FORM

**DATE:** November 24, 2021

**Agenda Item Title:** RESOLUTION AUTHORIZING AN INCREASE TO PHASE II OF THE CHOICE NEIGHBORHOODS CLARK COMMONS PROJECT PHASE II AMOUNT BY \$725,420 IN CHOICE FUNDS AND BY \$475,000 IN EGLE FUNDS AND TO ENTER INTO AN AGREEMENT WITH CLARK COMMONS II LDHA FOR THE PHASE II TOTAL AMOUNT OF \$4,976,419.50

**Prepared By:** CED on behalf of Planning/CHOICE for Suzanne Wilcox, Director

**Background/Summary of Proposed Action:**

In July 2018, the City received \$30,000,000.00 of grant funding from the U.S. Department of Housing and Urban Development (HUD) to implement the Transformation Plan created through the South Flint Choice Neighborhoods Initiative. The program is led by the Planning Division and in collaboration with the Flint Housing Commission (FHC), Mott Community College (Mott), and Norstar Development to allow the City to move forward with the relocation of Atherton East Townhomes and implement the projects outlined in the vision of the South Flint Community Plan.

This City is entering into a contract and loan agreement with Clark Commons II LDHA, LLC (Norstar affiliate) in order to complete phase 2 of the Choice Neighborhoods housing development plan. Choice neighborhoods funds required for this phase total \$4,100,000.00 (an increase of \$725,420.00 from what was approved in Resolution No. 210060) and \$475,000 of EGLE Brownfield Redevelopment (SDEQ-19-BRDP) grant funds.

The contract and loan agreements for phase two also include HOME Investment Partnership funds in the amount of \$401,419.50 as approved in Resolution No. 210060.

**Financial Implications:** This grant leverages existing funds throughout the community, and delivers no impact to the City's General Fund accounts.

**Budgeted Expenditure:** Yes ☒ No ☐ Please explain, if no:

**Pre-encumbered:** Yes ☒ No ☐ **Requisition:** 220003491

**Account No.:**

Account Number	Grant Code	Account Name	Amount
296-691.403-801.000	FHUD18CHOICE	Professional Services	\$4,100,000.00
274-749.447-805.276	FHUD-HOOME20	Construction of Housing	\$401,419.50
296-721.200-801.000	SDEQ-19-BRDP	Environmental remediation	\$475,000.00

(Signatures on Next Page)

**Staff Recommendations:** The Accounting Supervisor for Department of Planning and Development recommends approval of this budget amendment and the accounts listed herein.

*Carissa Dotson*

Carissa Dotson (Nov 24, 2021 08:07 EST)

Carissa Dotson, Accounting Supervisor

*Martita Moffett-Page*

Martita Moffett-Page (Nov 29, 2021 09:57 EST)

Martita Moffett-Page, Grants Administrator

The Director of Department of Planning and Development recommends approval of this budget amendment.

*Suzanne Wilcox*

Suzanne Wilcox, Director of Planning and Development



RESOLUTION NO.:

210586

PRESENTED:

DEC - 8 2021

ADOPTED:

**RESOLUTION TO APPROVE PARTIAL SETTLEMENT OF IN RE: NATIONAL  
PRESCRIPTION OPIATE LITIGATION MCL NO. 2804 (CITY OF FLINT V.  
ACTATIVS PHARMA, INC, F/K/A WATSON PHARMA, INC, ET AL.**

**BY THE CITY ADMINISTRATOR:**

Executive Session was requested in this matter on December 8, 2021; and

**WHEREAS** numerous lawsuits have been filed nationally, arising out of the improper and illegal distribution and marketing of opioids by pharmaceutical manufacturers and distributors of Opioids. This has resulted in residents being victimized as a result of opioid related drug overdoses, crime, and even death; and

**WHEREAS** the City, on or about February 18, 2019, filed a lawsuit against those manufacturers and distributions who are most culpable to deal with the crisis by recoup taxpayer dollars spent to responding to the crisis, including but not limited to law enforcement and fire; and

**WHEREAS** this \$26 billion settlement was reached with defendant distributors, Cardinal, McKesson and AmerisourceBergen and with manufacturer Janssen, a subsidiary of Johnson and Johnson. The City would receive approximately \$8.8 million based on the City's population, number of opioid related deaths, and volume of prescription opioid use.

**WHEARAS** the terms of this settlement require the approval from numerous political subdivisions and the State of Michigan, of which the State has already approved its settlement, and would be only a partial settlement against the aforementioned manufacturer and distributors; and

**WHEREAS**, the Law Department recommends approving the partial settlement of these matters; and

**WHEREAS** City Administrator Clyde Edwards recommends entering into a partial settlement;

**THEREFORE, BE IT RESOLVED** that the Flint City Council approves and consents to the City partially settling the National Prescription Opiate Litigation and authorizes the City Administrator to do all things necessary to partially settle the National Prescription Opiate Litigation matters on terms and conditions acceptable to the City.





**APPROVED AS TO FORM:**

*Angela Wheeler*  
Angela Wheeler, Chief Legal Officer

**FOR THE CITY OF FLINT:**

*Clyde Edwards*  
Clyde Edwards, City Administrator

**APPROVED AS TO FINANCE:**

*Robert J.F. Widigan*  
Robert J.F. Widigan Chief Financial Officer

**APPROVED BY CITY COUNCIL:**

Eric B. Mays, City Council President



## CITY OF FLINT

### RESOLUTION STAFF REVIEW FORM

**TODAY'S DATE:** 11/30/2021

**BID/PROPOSAL#** NA

**AGENDA ITEM TITLE:** RESOLUTION TO APPROVE PARTIAL SETTLEMENT OF IN RE: NATIONAL PRESCRIPTION OPIATE LITIGATION MCL NO. 2804 (CITY OF FLINT V. ACTATIVS PHARMA, INC, F/K/A WATSON PHARMA, INC, ET AL.

**PREPARED BY** Victoria Cooper, *Legal Department*

**VENDOR NAME:** N/A

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

Numerous lawsuits have been filed nationally, arising out of the improper and illegal distribution and marketing of opioids by pharmaceutical manufacturers and distributors of Opioids. This has resulted in residents being victimized as a result of opioid related drug overdoses, crime, and even death; and As a result, the City, on or about February 19, 2019, filed a lawsuit against those manufacturers and distributors who are most culpable to deal with the crisis by recoup taxpayer dollars spent to responding to the crisis, including but not limited to law enforcement and fire; and this \$26 billion settlement was reached with defendant distributors, Cardinal, McKesson and Amerisource and with manufacturer Jansen, a subsidiary of Johnson and Johnson. The City would receive approximately \$8.8 million based on the City's population, number of opioid related deaths, and volume of prescription opioid use. The terms of this settlement require the approval from numerous political subdivisions and the State of Michigan, of which the State has already approved its settlement, and would be only a partial settlement against the aforementioned manufacturer and distributors; and The Law Department recommends approving the partial settlement of these matters.

**FINANCIAL IMPLICATIONS:** City to received approximately \$8.8 million

**BUDGETED EXPENDITURE?** YES ☒ NO ☐ IF NO, PLEASE EXPLAIN: The City would receive the funds as Plaintiff and settling party in the litigation.

Dept.	Name of Account	Account Number	Grant Code	Amount
Law	Litigation and Suits	677-266.200-956.300		



## CITY OF FLINT

		FY20/21 GRAND TOTAL		

PRE-ENCUMBERED? YES ☐ NO ☒ REQUISITION NO:

ACCOUNTING APPROVAL: \_\_\_\_\_ Date: \_\_\_\_\_

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☒

(If yes, please indicate how many years for the contract) \_\_\_\_\_ YEARS

WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: (This will depend on the term of the bid proposal)

BUDGET YEAR 1 NA

BUDGET YEAR 2 NA

BUDGET YEAR 3 NA

OTHER IMPLICATIONS (i.e., collective bargaining): NA

STAFF RECOMMENDATION: (PLEASE SELECT): ☒ APPROVED ☐ NOT APPROVED

DEPARTMENT HEAD SIGNATURE: \_\_\_\_\_

*Angela Walker*

(PLEASE TYPE NAME, TITLE)

210495

ORDINANCE NO. \_\_\_\_\_

An ordinance to amend the Code of the City of Flint by amending Chapter 18, Taxation; Funds; Purchasing; Article I, In General; Section 18-4.1, Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons.

IT IS HEREBY ORDAINED BY PEOPLE OF THE CITY OF FLINT:

Sec. 1. That the provisions of Chapter 18, Taxation; Funds; Purchasing; Article I, In General; Section 18-4.1, Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons, shall be amended by adding subsection (HH), which shall read in its entirety as follows:

(HH) THE CITY ACKNOWLEDGES THAT **901 FLATS LIMITED DIVIDEND HOUSING ASSOCIATION, LLC.** (THE "OWNER") HAS OFFERED, SUBJECT TO RECEIPT OF AN AUTHORITY-AIDED OR FEDERALLY-AIDED MORTGAGE LOAN AND/OR ALLOCATION OF LOW INCOME HOUSING TAX CREDITS FROM THE MICHIGAN STATE HOUSING AND DEVELOPMENT AUTHORITY ("MSHDA"), TO OWN AND OPERATE A HOUSING PROJECT IDENTIFIED AS "**901 FLATS**" (THE "PROJECT") ON CERTAIN PROPERTY LOCATED IN THE CITY TO SERVE PERSONS AND FAMILIES OF LOW INCOME, AND THAT THE SPONSOR HAS OFFERED TO PAY THE CITY ON ACCOUNT OF THIS HOUSING DEVELOPMENT AN ANNUAL SERVICE CHARGE FOR PUBLIC SERVICES IN LIEU OF AD VALOREM TAXES.

THE CITY ACKNOWLEDGES THAT THE SPONSOR SHALL BE AFFORDED TAX BENEFITS OF PAYING A SERVICE CHARGE IN LIEU OF AD VALOREM TAXES (BUT

NOT IN LIEU OF PAYMENT OF SPECIAL ASSESSMENTS INCLUDING, BUT NOT LIMITED TO, THE STREET LIGHTING SPECIAL ASSESSMENT). THE CITY FURTHER ACKNOWLEDGES THAT THE SPONSOR FITS WITHIN THE CLASS AS DESCRIBED IN §18-4.3 BELOW. THE ANNUAL SERVICE CHARGE FOR THE CLASS OF PERSONS OF LOW AND MODERATE INCOME SHALL BE EQUAL TO **SEVEN PERCENT (7%)** OF THE ANNUAL SHELTER RENTS, EXCLUSIVE OF CHARGES FOR GAS, ELECTRICITY, HEAT, OR OTHER UTILITIES FURNISHED TO THE OCCUPANTS, INCLUDING THE PORTION OF RENT PAYABLE UNDER ANY GOVERNMENTAL SUBSIDY. NOTWITHSTANDING THE FOREGOING, THE ANNUAL SERVICE CHARGE SHALL NOT EXCEED AD VALOREM PROPERTY TAXES THAT WOULD BE ASSESSED OR PAID ABSENT THIS TAX EXEMPTION.

Sec. 2. This ordinance shall become effective immediately upon publication.

Adopted this \_\_\_\_\_ day of

\_\_\_\_\_, 2021 A.D.

\_\_\_\_\_  
Sheldon A. Neeley, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Angela Wheeler, Chief Legal Officer

**ORDINANCE REVIEW FORM**

FROM: Planning and Development  
Department

NO. 21-  
Law Office Login #

ORDINANCE NAME: (HH) PILOT ORDINANCE RESOLUTION TO GRANT A SEVEN (7%) PAYMENT IN LIEU OF TAXES (PILOT) TO PROJECT KNOWN AS 901 FLATS, WHICH WILL PROVIDE AFFORDABLE ASSISTED LIVING ACCOMADATIONS THROUGH NEW CONSTRUCTION OF 61-UNITS OF HOUSING AT 901 GARLAND.

**1. ORDINANCE REVIEW - DEPARTMENT DIRECTOR**

The attached ORDINANCE is approved by the Director of the affected Department. By signing, the Director approves this ordinance to be processed for signatures and fully executed.

By: Director Suzanne Wilcox  
Suzanne Wilcox (Sep 3, 2021 15:33 EDT)  
Suzanne Wilcox, Director, P&D

DATE: September 3, 2021

**2. ORDINANCE REVIEW-FINANCE DEPARTMENT**

The attached ORDINANCE is submitted to the Finance Department for approval. By signing, the Finance Department approves this ordinance to be processed for signatures and fully executed.

By: Robert J. F. Widigan  
Robert Widigan, Interim Chief Financial Officer

DATE: 09/03/2021

**3. ORDINANCE REVIEW - LAW DEPARTMENT**

The attached ORDINANCE is submitted to the Legal Department for approval. By signing, the Legal Department approves this ordinance to be processed for signatures and fully executed.

By: Angela Wheeler  
Angela Wheeler (Sep 3, 2021 17:24 EDT)  
Angela Wheeler, Chief Legal Officer

DATE: 9-3-2021

**This RESOLUTION may now go to the Mayor for signature and approval.**

901 Flats (901 Garland St), with a 7% PILOT

1) Current taxes	\$9,900
2) PILOT estimation	\$29,000.00

DIFFERENCE BETWEEN PILOT AND TAXES: \$125,195.96 per year

Based on the Schedule of Rents (tab 2) provided by MVAH Partners Inc., at 100% occupancy, given its rental rates for households at 30%, 40%, and 60% of AMI, the total annual rent potential for the 22 units is \$127,860.

3) Estimated project ad valorem taxable value:			
	One Bedroom	Two Bedroom	Four Bedroom
Market Rent	\$700	\$900	\$1,300
Number of Units	27	30	4
	\$18,900	\$27,000	\$5,200
Monthly Income	\$51,100		
Yearly Income	\$613,200		
Vacancy/Loss (10%)	(\$61,320)		
Potential Gross Income	\$551,880		
Expenses	(\$99,585)		
Net Operating Income	\$452,295		
Cap Rate of 10%	\$4,522,950		
SEV/TV	2,261,475		
Potential Taxes	\$154,196		

**PAYMENT IN LIEU OF TAXES  
(PILOT)  
APPLICATION**



**CITY OF FLINT**

1101 S SAGINAW ST.  
FLINT, MI 48502  
TEL: 810-766-7436

## **PURPOSE**

To administer the City of Flint Code of Ordinances 18-4.1 to 18-4.8, establishing a class of housing developments pursuant to the State Housing Development Authority Act of 1966, known as Act 436 of the Acts of 1966, being MCLA §§ 125.1401 et seq. , as amended, which are exempt from property taxes, paying instead a service charge to be paid in lieu of taxes (PILOT) by any or all classes of housing exempt from taxation under this Act at any amount it chooses, but not to exceed the taxes that would be paid for if not for this Act.

The City acknowledges that serving persons of low income is a public necessity, and as such the City of Flint will be benefited and improved by such housing, the encouragement of the same by providing certain real estate tax exemption for such housing is a valid public purpose. The applicant for a PILOT is affirming that the economic feasibility of this housing development is reliant on this requested tax exemption.

Furthermore, in considering this application for PILOT, the evaluators of such request shall consider that the community shall be developed in a manner consistent with the adopted Master Plan and Consolidated Action Plan. Evaluation of the application should take into consideration maintaining the overall goals and objectives set forth in these plans.

## **ELIGIBILITY**

- 1) Applicant must be a nonprofit housing corporation, consumer housing cooperative, limited dividend housing corporation, mobile home park cooperative or mobile home park association, and must be financed with a federally-aided or Michigan State Housing Development Authority (MSHDA) aided mortgage or advance or grant from MSHDA.
- 2) PILOT has been requested during the planning stage of the project; any development project under construction at the time of application is not eligible to apply for, or to receive, a PILOT.
- 3) The applicant must own the property or have an option or other right to purchase the property under consideration and provide in application.
- 4) Housing development must contain a minimum of 51% affordable units.
- 5) Project includes a Low Income Housing Tax Credit (LIHTC) allocation.
- 6) The property is not designated as a Brownfield or 5/50 property or has contacted City to discuss.
- 7) All parcels that are separate have been combined through proper City channels.



## **PROCESS**

**1) Mandatory Pre-Application Conference:** This will be a meeting of all applicable City Departments to include:

- City Administrator
- City Planner
- City Engineer
- City Treasurer
- City Assessor
- Chief Building Official
- Community and Economic Development Staff
- Representatives of applicant development team

This meeting will serve to familiarize all parties with the scope of the project and any issues that may exist. The applicant will also be familiarized with the PILOT process and policies.

**2) Submission of Application:** Application form must be complete and packet of required supporting documentation assembled based upon requirements set forth in the application. Any additional concerns or items that were discussed in the Pre-Application Conference should also be addressed. Application forms are available on both the City of Flint website and in the Department of Community and Economic Development.

One original and one electronic copy shall be submitted no later than seven (7) weeks before the Regular City Council meeting, which are typically held on the 2<sup>nd</sup> and 4<sup>th</sup> Mondays of each month.

**3) Internal (Administrative) Review:** An internal review will occur, resulting in either Administrative approval within three (3) weeks or return to the applicant for corrections.

Applications will be scored on a scoring matrix as attached in this application.

Administrative approval will move the application forward to an ordinance amendment that will be placed on the Government Operation Committee meeting agenda.

**4) Council Committee Review:** Meetings are held the Wednesday prior to the Regular City Council meeting. The developer is required to be in attendance at this meeting to answer any questions the committee may have.

**5) Review by City Council:** Once committee approval is obtained, the ordinance amendment will proceed to the following Regular City Council Meeting (the Monday following committee). The developer is required to be in attendance at this meeting.

**6) Approval:** If the PILOT application is approved by resolution of the City Council, a certified copy of the resolution and a copy of the minutes will be provided to the applicant. Additionally, digital copies will be provided to all applicable City Departments.

***\*Note: All applicants are required to file their MSHDA Affidavit with the City Assessor by November 1 of the year before the PILOT is to take effect.***

## **APPLICATION REQUIREMENTS**

1) Completed Application Form

2) Narrative:

a. Background information:

- i. Development experience of team
- ii. Describe the corporate partnership structure

b. Describe the proposed Project (include the following sections):

- i. Intended usage/target market
- ii. Economic impact
- iii. Environmental impact (to include any mitigation actions taken)
- iv. Impact on City infrastructure (transportation and utilities)
- v. Impact on City services (police, fire, EMS, code enforcement)
- vi. Square footage of the building and land to be renovated
- vii. Architectural renderings to include the number and type of units
- viii. Any other information to fully explain the project

c. Describe the marketing of the project, clearly identifying the intended market. If the project is speculative, how long is full occupancy expected to take and who will be the property manager?

d. Briefly describe the ownership and tax information for this project:

- i. State the location of the proposed project to include street address, parcel ID, and the legal description.
- ii. Name of the property owner at the time of application.
- iii. If the applicant is not the current owner of record, attach a valid option to purchase.
- iv. Describe any and all financing, options, and liens on the property
- v. State the current assessed value of the property.
- vi. Are any assessments currently under appeal? If yes, describe.

e. Provide a detailed development pro forma outlining proposed hard, soft and financing costs associated with the development. Pro forma must also identify all sources of financing and terms, including Applicant equity, construction, and permanent financing, as well as any government assistance. Proposals must contain detailed cost breakdowns.

f. Provide a detailed operating pro forma. This must include all anticipated major revenues and expenses for the full term of the requested PILOT.

g. Provide a detailed schedule of rents and income limits of lessees

- h. Provide housing market data to show demand.
- i. State a proposed timeline for the Project to include:
  - i. Closing of the loan or contributing financing
  - ii. First expenditure of funds with regards to the project
  - iii. Anticipated date construction will begin
  - iv. Anticipated date of completion
- j. Describe any potential conflicts of interest the applicant or any guarantor may have with any City Personnel or City Council members.
- k. To receive application bonus points, address the following:
  - i. Mixed use (PILOT ONLY applies to housing- not commercial SF)
  - ii. Energy efficiency and green practices
  - iii. Neighborhood and block club outreach (Full list of outreach done)
  - iv. External amenities (walk score, proximity to transit, jobs, etc)
- l. Include a copy of the completed MSHDA application for Low Income Housing Tax Credits (LIHTC) within thirty (30) days of submittal to MSHDA.

(APPLICATION FORM ON NEXT PAGE- ATTACH APPLICATION FORM TO  
THE REQUIRED NARRATIVES AND SUPPORTING DOCUMENTS)



**PAYMENT IN LIEU OF TAXES (PILOT) APPLICATION**  
**CITY OF FLINT**

**APPLICANT INFORMATION**

<b>ENTITY NAME</b>	MVAH Development LLC
<b>REPRESENTATIVES NAME</b>	Pete Schwiegeraht
<b>ADDRESS</b>	9100 Centre Pointe Drive, Suite 210, West Chester, OH, 45069
<b>TELEPHONE NUMBER</b>	(513) 259-7657
<b>E-MAIL ADDRESS</b>	pete.s@mvahpartners.com

**GUARANTORS INFORMATION**

<b>ENTITY NAME</b>	MVAH Holding LLC
<b>ENTITY PRINCIPAL</b>	Brian McGeady
<b>ADDRESS</b>	9100 Centre Pointe Drive, Suite 210, West Chester, OH, 45069
<b>TELEPHONE NUMBER</b>	(513) 964-1141
<b>E-MAIL ADDRESS</b>	brian.mcgeady@mvahpartners.com

<b>ENTITY NAME</b>	MVAH Holding LLC
<b>ENTITY PRINCIPAL</b>	Michael Riechman
<b>ADDRESS</b>	9100 Centre Pointe Drive, Suite 210, West Chester, OH, 45069
<b>TELEPHONE NUMBER</b>	(704) 323-8938
<b>E-MAIL ADDRESS</b>	michael.riechman@mvahpartners.com

## **PROJECT INFORMATION**

<b>PROJECT NAME</b>	901 Flats
<b>ADDRESS OF PROJECT</b>	901 Garland Street, Flint, MI 48503
<b>PARCEL ID</b>	40-12-406-036
<b>LEGAL DESCRIPTION</b>	See attachment below

## **DEVELOPMENT TEAM**

<b>APPLICANT PRIMARY POINT OF CONTACT</b>	Pete Schwiegeraht - (513) 259-7657
<b>ARCHITECTURAL FIRM</b>	BDCL Architects, PC - Kirk Paisley - (513) 964-1154
<b>CONSTRUCTION PROJECT MANAGER</b>	TBD
<b>GENERAL CONTRACTOR FOR PROJECT</b>	TBD

*Applicant is to attach items a-l as required in the narrative portion of the application.*

- a. Background information
- b. Project description
- c. Project marketing/target market
- d. Ownership description/tax information
- e. Detailed development pro forma
- f. Operating pro forma
- g. Schedule of rents/income levels
- h. Housing market data supporting demand
- i. Proposed project timeline
- j. Conflicts of interest
- k. Application bonus point items
- l. MSHDA application for LIHTC credits

**SCHEDULE A  
LEGAL DESCRIPTION**

File Number **GT-98047**

Situated in the City of Flint, County of Genesee, State of Michigan, to-wit:

Part of Block A, of FENTON'S ADDITION TO THE VILLAGE OF GRAND TRAVERSE, according to the plat thereof as recorded in Deed Liber 75, Page 0, and part of CHARLES L. DECEUNICK'S WEST ADDITION TO THE VILLAGE OF GRAND TRAVERSE, as recorded in Deed Liber D, Page 19, and part of NEWCOMB'S ADDITION, as recorded in Deed Liber D, Page 67, Genesee County Records; and further described as beginning at the Northwest corner of Fifth Avenue and Garland Street; thence North along the West line of Garland Street, 780.64 feet to the Southwest corner of Garland Street and Seventh Avenue; thence West 92.50 feet along the South line of Seventh Avenue; thence South 76.64 feet parallel to West line of Garland Street; thence West 43.41 feet parallel to South line of Seventh Avenue; thence South 50.47 feet parallel to West line of Garland Street; thence West 135.64 feet parallel to South line of Seventh Avenue; thence South 101.89 feet along the East line of Lyon Street to the Northwest corner of Lot 3, of FENTON'S ADDITION; thence East 113.86 feet along the North line of Lot 3, of FENTON'S ADDITION; thence South 76.70 feet parallel to the East line of Lot 3, of FENTON'S ADDITION, to the Northeast corner of Lot 8, of NEWCOMB'S ADDITION; thence South 161.61 feet along the East line of Lots 8, 6 and 4, of NEWCOMB'S ADDITION; thence East 23.18 feet; thence South 58.77 feet; thence West 3.32 feet; thence South 155.70 feet along the West line of Lots 8, 7 and 6, of DECEUNICK'S WEST ADDITION; thence East 57.35 feet; thence South 95.34 feet to the North line of Fifth Avenue; thence East 78.27 feet along the North line of Fifth Avenue to point of beginning.

Commonly known as: 901 Garland St.  
Tax Id. #40-12-406-036

Parcel # 40.12.406.036  
I hereby certify that all taxes and/or tax liens payable to the City Treasurer have been paid. This does not include votes. This certification is for recording purposes and does not relieve the taxpayer of the responsibility for payment of any lien(s) not collected due to clerical error.  
D. Benjamin 03 8/22/06  
City Treasurer Date

  
Instr: 200608280076802 08/28/2006  
P. 3 of 3 F \$20.00 11:49AM  
Melvin Phillip McCree T20060020832  
Genesee County Register TC

END OF LEGAL DESCRIPTION

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## City of Flint PILOT Application

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### Tab A

### Developer Background Information & Experience

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Project Name:

901 Flats



### **Narrative:**

MVAH will be the developer, long-term owner, and property manager of the Garland Street project. We have extensive experience with affordable housing, having completed over 100 projects across 15+ states totaling over 7,000 units. Although we have attached our full company resume along with the resumes of our key personnel, below is just a brief summary of our history and accomplishments.

MVAH Partners (MVAH) is a 2018 spin-off from Miller-Valentine Group, a successful real estate company founded in 1963. MVAH is a Cincinnati and Charlotte-based, nationally recognized, affordable housing company. Affordable Housing Finance magazine ranked MVAH as 3rd on the list of the Top 50 Affordable Housing Developers and 34th of the Top 50 Affordable Housing Owners in 2016.

MVAH began developing affordable housing in 1993. Since then, they have developed over 7,000 affordable housing units ranging across a broad spectrum of housing types: multi-story apartment properties for families and seniors, villas, single-family developments, rehabs, adaptive reuse of existing buildings in large and small communities. MVAH has a singular focus on developing quality affordable housing for those who need it most. This includes over 100 affordable housing properties in 15 states.

MVAH has built strong, ongoing relationships with non-profits, lenders, syndicators, Housing Finance Agencies, and other public agencies that allow them to identify solutions to complex financing issues, secure funding, and develop high-quality housing.

MVAH is passionate about improving the quality of life for our residents and enhancing neighborhoods through superior affordable housing. We take great pride in caring for our properties throughout their life. In fact, our very first development in Lawrenceburg, Indiana, is still in our ownership after 25+ years. 6 years ago, we completed an \$8,000,000 renovation of the property to assure its quality for the next 25 years. We intend to approach the Garland Street project with the same goal – owning forever and maintaining to the highest degree and quality. Our long-term approach to both ownership and development ultimately leads us to our company motto: Empower people, enhance communities.

### **Non-Profit Partner:**

MVAH has begun eliciting local nonprofit partners in the Flint area and we are presently in talks with the Flint Housing Authority regarding a co-developer/co-owner partnership. Almost all our 100+ developments involve a local, not-for-profit partner. These local co-owner and co-developer collaborations involve community action agencies, redevelopment commissions, housing agencies, government agencies, churches, subsidiaries of supportive service providers, and many other nonprofits. MVAH works with local stakeholders to identify the best local partners for the development and the location. Many of our partnerships have grown into long-term relationships that have continued for decades.





# MVAH PARTNERS

**EMPOWER PEOPLE. ENHANCE COMMUNITIES.**

---

MVAH is solution & mission driven.  
We find solutions for families being  
financially burdened by housing costs,  
so they can succeed.

---

- DEVELOPMENT ·
- PROPERTY MANAGEMENT ·
- CONSTRUCTION MANAGEMENT ·

**Empower People. Enhance Communities.**

**MVAH Partners** is passionate about **improving the quality of life** and **promoting stability for our residents** while **enhancing neighborhoods** through affordable housing.

## ► **WHO WE ARE**

MVAH Partners has been developing, constructing and managing multi-family communities since 1993. We currently have more than 6,000 units and over 99 properties. We continue to grow in the workforce & senior housing industry year after year. Our innovation and passion come from our 25 years of experience and 150 team members. We have a singular focus on developing quality workforce & senior housing for those who need it the most.



## **CORPORATE TESTIMONIAL ◀**

'The Leadership team of MVAH has been a fantastic partner of KeyBank for 15 years. We view MVAH as an industry leader in affordable housing development and management. Key's Community Development Lending & Investment Group is aggressively pursuing future business with MVAH. MVAH is knowledgeable in every aspect of development, construction and property management, with a thorough understanding of the complex financial tools involved in structuring community development deals. They bring a high degree of professionalism and provide well-structured and high-quality developments to lenders and investors and come highly recommended by KeyBank.'

- KeyBank

In every relationship, we work to **offer solutions and support** that **maximize a property's value** and **minimize time and work commitment.**

## ► WHAT WE DO

- Place Relationships First
- Develop
- Partner (For & Not-For-Profit)
- Assess Financial Feasibility
- Site Selection
- Predevelopment Activities
- Construction Oversight
- Architectural Design & Admin
- Property Management
- Lease-Up & Compliance
- Obtain Proper Zoning
- Establish & Maintain Relationships with Strategic Partners
- Perform Initial Feasibility Analysis
- Marketing & Environmental Due Diligence
- Apply For & Obtain Funding
- Assemble Design Team
- Acquire Permits
- Partner with Governmental Institutions
- Create Relationships
- Provide Win-Win Solutions
- Hold 100% of our Portfolio that we Originate & Develop



## ► RESIDENT TESTIMONIAL

'The staff at The Reserve at Engel Road has exceeded my expectations. The Community Manager's knowledge of tax credits as well as management skills are nothing but professional, informative and instantaneous. The community has beautiful curb appeal with clean grounds. Service requests are always completed within 24 hours by the Service Technicians. I highly recommend The Reserve at Engel Road.'

- Paige Ubiles, The Reserve at Engel Road, New Braunfels, TX

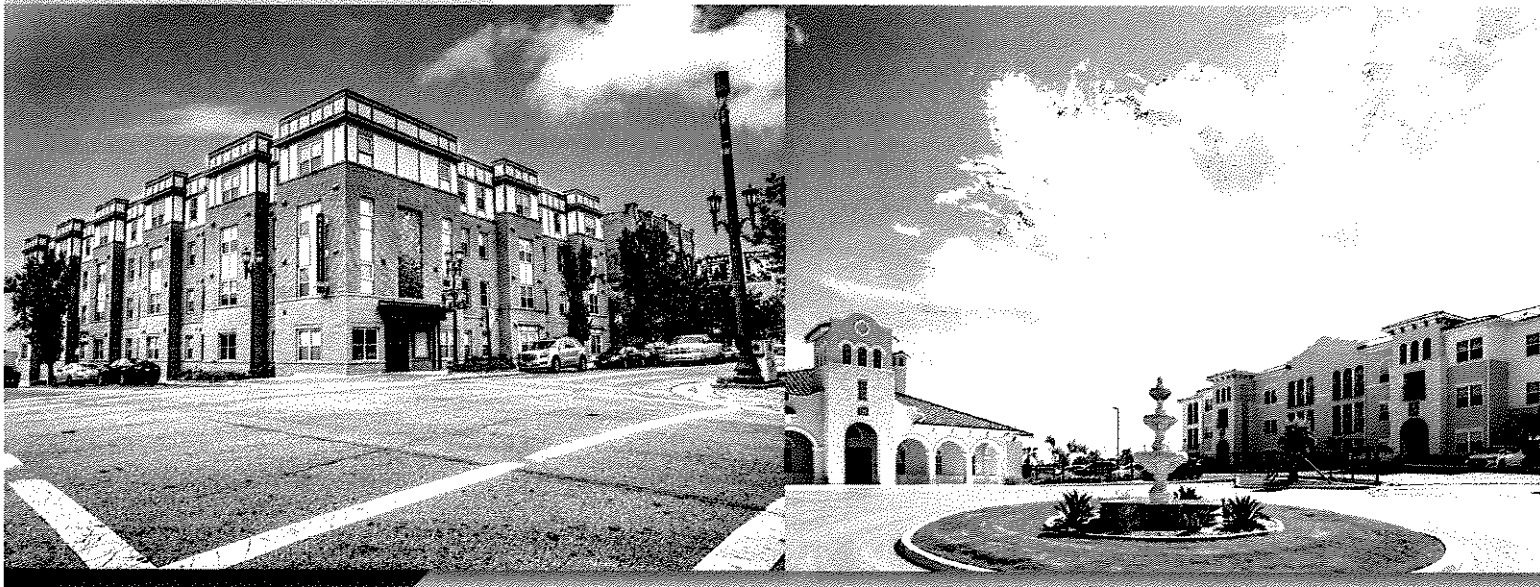


**Our strong relationships with Local Municipalities, Syndicators, Lenders, Housing Finance Agencies and other public agencies allow us to identify solutions for complex financing issues, secure proper funding and create high quality developments.**

► **CORPORATE TESTIMONIAL**

'Regions Bank has enjoyed a good relationship with MVAH Partners. We value the experience of the team and fully support their recent move to create an independent company solely dedicated to affordable housing.'

- Regions Bank



► **HOW WE DO IT**

- Low Income Housing Tax Credits (Section 42)
- Historic Credits (State & Federal)
- HUD/FHA Financing
- Conventional Financing
- Opportunity Zones

► **DEVELOPMENT TYPES**

- Multi-Family
- Rehabilitations
- New Construction
- Adaptive Reuse
- Single-Family
- Urban Infill
- Sustainable Development
- Mixed-Income / Mixed-Use



We begin the development process with site selection and **work closely with our solely-dedicated design shop, construction management team and property management team** to **ensure the highest quality product** from start to finish.

#### ► CORPORATE TESTIMONIAL

'OCCH has had the pleasure of working with MVAH for over 15 years now. Brian, Michael and the team are consistently focused on producing high quality developments which creates tremendous value for their partners. It has been a fantastic partnership between OCCH and the principals of MVAH. OCCH has invested over \$150 million in over twenty successful developments with MVAH in the past 10 years. OCCH has repeatedly invested in these projects because of the high-quality products developed and the long-term view through professional management driven by their company.'

- Ohio Capital Corporation For Housing



#### RESIDENT TESTIMONIAL ◀

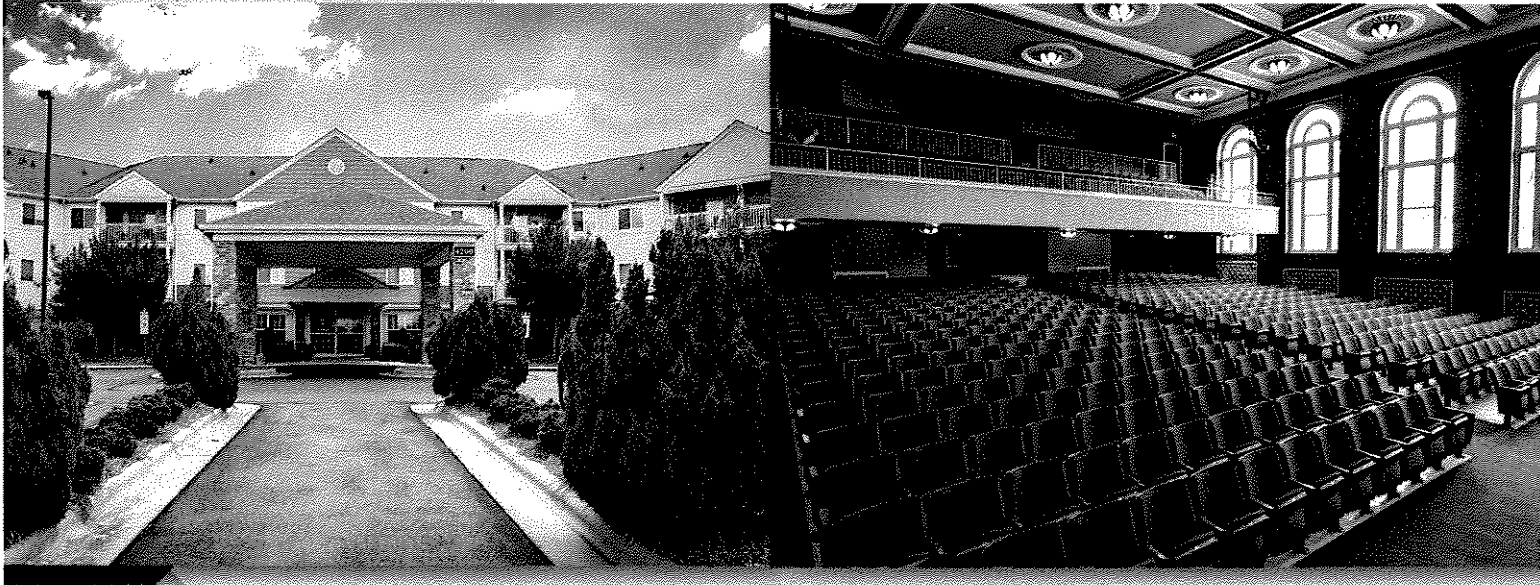


'Lucky Me! I looked at many places and then found Harrison Lofts. It has a great location and a beautiful property with a park nearby. It's also close to Walgreens, restaurants and the grocery store. It was almost too good to be true! The price was right with smiling faces, it's brand new and also pet friendly! I was looking for a nice and safe place to live. Lucky me I found a beautiful home and now I am smiling, too! Harrison lofts has it all.'

- Judy Richards, Harrison Lofts, Muscatine, IA

Every MVAH Partners Community is **strategically operated & marketed to create a consistent experience of quality, value & satisfaction** for property owners and their residents alike.

**Our dynamic professionals give our properties a competitive advantage and maximize property value.**



#### ► CORPORATE TESTIMONIAL

'Over the past 25 years St. Mary Development Corporation and MVAH have partnered together to develop 46 projects consisting of over 3,000 units in nine states. This longstanding partnership continues to be built on trust and a shared passion for affordable housing. Professionalism, experience, a talented staff and a continual pursuit of excellence are the reasons we have and will continue to partner with MVAH to create affordable homes for families and seniors.'

- St. Mary Development Corporation

#### RESIDENT TESTIMONIAL ◀



'I am very pleased to have chosen Reserve at McAlister as my place of residency. It's a great location, close to shopping and places to eat, comfortable apartments with a GREAT view! Most importantly they have a very professional and friendly staff. The move in process was smooth. The staff keeps you informed about what is going on in the community and anytime I have a service request it is promptly answered. I will continue to make Reserve at McAlister my home for as long as they have me.'

- Linda Faye Johnson, Reserve at McAlister, Ft. Worth, TX

**Our mission is to provide solutions to families.**  
**MVAH has a singular focus on developing quality affordable**  
**housing for those who need it most.**

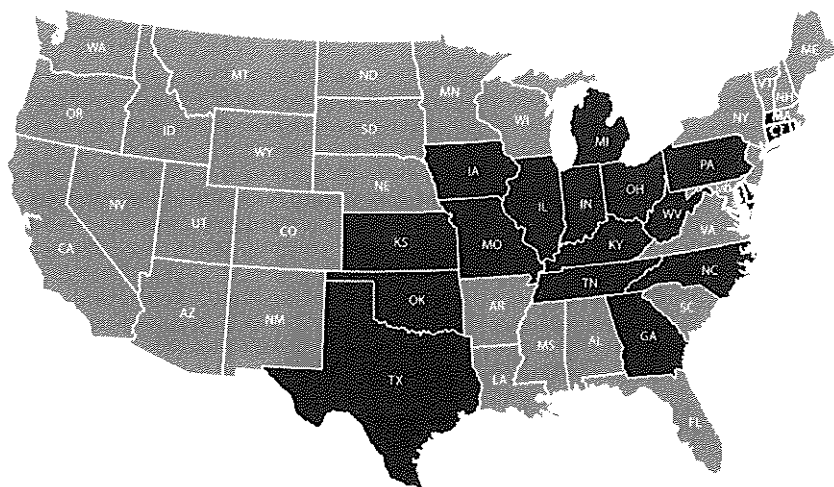
**This includes over 99 affordable housing communities in more than 15 states.**



► **CORPORATE TESTIMONIAL**

'MVAH has been a reliable and trusted partner with RBC in over 25 LIHTC Investments. They act with integrity and stand behind their deals. One of our best development partners!'

- RBC Capital Markets



Georgia . Illinois . Indiana . Iowa . Kansas . Kentucky . Michigan . Missouri  
North Carolina . Ohio . Oklahoma . Pennsylvania . Tennessee . Texas . West Virginia

Coming Soon: New York, Florida, Alabama, Wisconsin, Louisiana & Arkansas

**Affordable Housing Magazine ranked MVAH as 3rd  
of the Top 50 Affordable Housing Developers & 34th of the  
Top 50 Affordable Housing Owners in 2016.**



# MVAH

PARTNERS

Empower People. Enhance Communities.

**Office Locations:**

**Charlotte Office**

5960 Fairview Rd  
Suite 402  
Charlotte, NC 28210

**Cincinnati Office**

9100 Centre Pointe Dr  
Suite 210  
West Chester, OH 45069



[MVAHPartners.com](http://MVAHPartners.com)





## Development Team

- Developer: MVAH Development LLC
- Address: 9100 Centre Pointe Drive, Suite 210 West Chester, OH 45069
- Contact Person: Pete Schwiegeraht, Senior Vice President of Development
- Phone: (513) 259-7657
- Email: [pete.s@mvahpartners.com](mailto:pete.s@mvahpartners.com)
  
- Management Company: MVAH Management LLC
- Address: 9100 Centre Pointe Drive, Suite 210 West Chester, OH 45069
- Contact Person: Katy Wendel, Regional Vice President
- Phone: (937) 383-3672
- Email: [katy.wendel@mvahpartners.com](mailto:katy.wendel@mvahpartners.com)

MVAH Partners LLC (MVAH) was founded in 2018 after spinning off from the Miller-Valentine Group (MVG). MVAH is operating by the same highly successful team as it was under the MVG umbrella. MVG was founded in 1963, is an Ohio-based, nationally recognized, full-service real estate company. MVG is highly experienced in the successful (high quality, on time, and within program requirements) execution of multiple tax credit and other housing related transactions at various stages in the development process each year, across multiple states.

We pride ourselves on working with our partners to evaluate long-term financial strategies and means of implementation, considering ways to optimize portfolios and reposition assets, and proposing strategic partnerships that can potentially further economic and community development. This strategy has led to numerous awards, both regional and national. In 2016, Affordable Housing Finance magazine ranked Miller-Valentine Group as the 3rd largest Affordable Housing Developer and 34th largest Affordable Housing Owner.

MVAH consists of professionals with extensive experience acquiring, planning, financing, developing, leasing and managing multifamily assets. Our experience in affordable housing development has prompted us to establish and implement a work model that maximizes both efficiency and creativity. Each development is directly managed by a team of Development staff and consistently monitored. This multi-disciplinary approach ensures reliable execution of complex developments.

MVAH has demonstrated capacity to successfully meet program guidelines on all developments currently in the development process, under construction, and in the future business pipeline. MVAH has 23 employees and 3 will be dedicated to the proposed project. These individuals are Pete Schwiegeraht, Denise Blake, and Sean Beismann. Mr. Schwiegeraht will serve as the project manager and coordinate development efforts through stabilization.



## Who We Are....

MVAH Partners LLC (MVAH; formerly Miller-Valentine Group) began developing affordable housing in 1993. Since then, more than 7,000 affordable housing units have been developed, ranging across a broad spectrum of housing types: multi-story apartment homes for families and seniors, single-story “villa” style apartment homes, single-family, townhomes, acquisition-rehab, and adaptive reuse (including historic). MVAH has a singular focus, which is to be a leading provider of quality affordable housing for those who need it most. This now includes over 90 affordable housing properties owned in fifteen states. MVAH has extensive experience with turnkey development as well, and value our long-term partnerships and relationships with non-profits and public agencies and will continue to build upon those strong relationships.

2018 brought a change in the ownership structure, due to the spin-off of Miller-Valentine Group's (MVG) affordable housing business. This spin-off was determined by leadership to be in the best interest for both the affordable and commercial businesses of MVG to thrive moving forward. The team members, and their extensive experience with the affordable housing industry remain unchanged. What did change was the ability for the respective businesses to focus on what they excel at, albeit separately.

MVAH Development, f/k/a MV Residential Development (MVRD), is a recent spin-off of the development arm of MVG's affordable housing division. MVAH Development is a Cincinnati and Charlotte-based, nationally recognized, affordable housing developer. MVAH Development will continue with the same key principals and development staff; in other words, it's business as usual. Affordable Housing Finance magazine ranked MVRD as 3rd of the Top 50 Affordable Housing Developers and 34th of the Top 50 Affordable Housing Owners in 2016.

MVAH has been successful in receiving LIHTC awards on an ongoing basis. We creatively approach the financing of developments, using multiple sources of funding as a matter of course in order to supplement LIHTC awards. These include NSP, HOME, FHLB's Affordable Housing Program, HUD and USDA programs, and a plethora of others. We have built strong, ongoing relationships with key lenders, syndicators, Housing Finance Agencies, and other public agencies that allow us to identify solutions to complex financing issues, secure the funding, and ultimately develop the properties.

Both former partners of MVG, the principals of MVAH are Brian McGeady and Michael Riechman. Between them, they have over three and a half decades of experience in the tax credit industry.

Brian McGeady guides the development activities of the affordable housing division responsible for the strategic planning, acquisitions, development process, feasibility analysis and the creation of strategic housing partnerships with both non-profit and for-profit organizations. Under Brian's leadership, the group has produced an average of nine, 9% tax credit allocations over the last eight years. Product types include senior communities, multifamily and single-family homes financed with both 9% and 4% credits.



His expertise includes the development of new construction, rehabilitation, and adaptive reuse properties into affordable housing. In 2004 through 2005, he was with Paramount Financial Group, underwriting tax credit properties, involved in more than \$150 million of equity investment.

Michael Riechman is responsible for the Investment Management platform that includes capital raising, investment structuring, investor relations, property management, asset management, accounting and compliance. Prior to joining MVAH, Michael was a Senior Managing Director and head of the Affordable Housing equity group at Centerline Capital Group. His responsibilities included syndications and portfolio dispositions.

He was a member of the Executive Management Team. Prior to Centerline, he was with RBC Capital Markets where he spent eight years, most recently as Managing Director responsible for tax credit investments. There he led the tax credit syndication platform that included: originations and syndications, investments, pricing and structuring. The syndication platform had an annual investment volume of approximately \$600 Million.

MVAH consists of professionals with extensive experience acquiring, planning, financing, developing, leasing and managing multifamily assets. MVAH's experience in affordable housing development has prompted the establishment and implementation of a work model that maximizes both efficiency and creativity. Each development is directly managed and monitored by a regional team of development staff. This multi-disciplinary approach amongst the team ensures reliable execution of complex developments. Three individuals (Pete Schwiegeraht, Denise Blake, and Sean Beismann) will be dedicated to the proposed Broadway Lofts development and will lead and coordinate development efforts through stabilization.



## Brian McGeady

Managing Partner

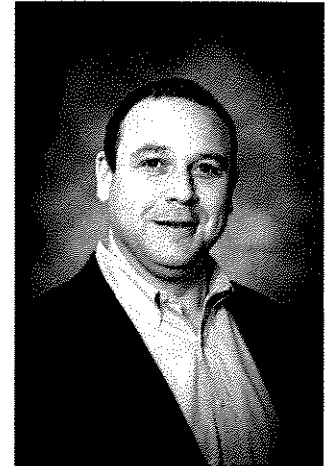
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9100 Centre Pointe Drive, Suite 210 ■ West Chester, OH 45069  
513-964-1141 ■ [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com) ■ [www.mvahpartners.com](http://www.mvahpartners.com)

### Experience & Expertise

Brian McGeady guides the development activities of MVAH Partners and is responsible for the strategic planning, acquisitions, development process, feasibility analysis and the creation of strategic housing partnerships with both non-profit and for-profit organizations. Under Brian's leadership, the group has produced an average of nine, 9% tax credit allocations over the last eight years. In 2016, the company was named the 3<sup>rd</sup> largest affordable housing developer in the country for new units created. Product types include senior communities, multifamily and single family homes financed with both 9% and 4% credits.

His expertise includes the development of new construction, rehabilitation, and adaptive reuse properties into affordable housing. In 2004 through 2005, he was with Paramount Financial Group, underwriting tax credit properties; involved in more than \$150 million of equity investment.



### Professional Associations

- Vice President, Ohio Housing Council
- Board, Mother Teresa Catholic Elementary
- Member, National Associate of Home Builders
- Member, (YPO) Young President's Association
- Member, HAG (Housing Advisory Group)
- Former Board Member, March of Dimes, Southwest Ohio Chapter

### Education

- B.S., Finance, University of Dayton
- M.B.A., University of Cincinnati

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**Empower People. Enhance Communities.**



# Michael Riechman

Managing Partner

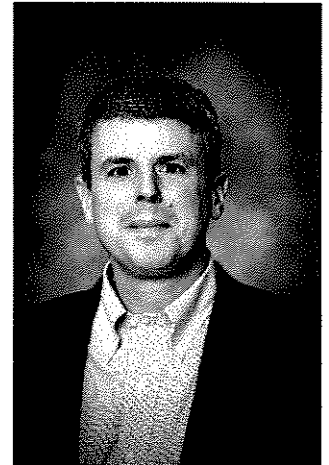
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5950 Fairview Road, Suite 402 ■ Charlotte, NC 28210  
704-323-8938 ■ michael.riechman@mvahpartners.com ■ www.mvahpartners.com

## Experience & Expertise

Michael Riechman is founding member and Managing Partner of MVAH Partners, an affordable housing developer, owner, and operator. Prior to MVAH Partners, he was a member of the Executive Team of Miller-Valentine Group and responsible for the Investment Management platform that includes capital raising, investment structuring, investor relations, property management, asset management, accounting and compliance.

Prior to joining Miller-Valentine, Michael was a Senior Managing Director and head of the Affordable Housing equity group at Centerline Capital Group. His responsibilities included syndications and portfolio dispositions. He was a member of the Executive Management Team. Prior to Centerline, he was with RBC Capital Markets where he spent eight years, most recently as Managing Director responsible for tax credit investments. There he led the tax credit syndication platform that included: originations and syndications, investments, pricing and structuring. The syndication platform had an annual investment volume of approximately \$600 Million.



## Professional Associations

- Member, NH&RA (National Housing & Rehabilitation Association)
- Member, HAG (Housing Advisory Group)

## Education

- B.B.A., Accounting, University of Cincinnati
- M.B.A., Finance/Real Estate, American University

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**Empower People. Enhance Communities.**



# Pete Schwiegeraht

Senior Vice President of Development - Midwest Region



## Experience & Expertise

- Land Acquisition
- Land Development
- Project Management
- Community Planning
- Economic Development
- Architecture
- Adaptive-Reuse
- Mixed-Use Development
- Historic Preservation
- Class-A Market Rate Apartments
- Tax Credit Housing
- HUD / Section 8
- Single Family Rental Homes
- In-Fill / Revitalization

## Projects

### WaterStone Landing

Perrysburg, OH - 288 Market Rate Units

### Whitehouse Square Senior Village

Whitehouse, OH - 36 Senior Units

### Carriage Tralls Senior Village

Huber Heights, OH - 42 Senior Units

### Sylvania Senior Residence

Sylvania, OH - 51 Senior Apartments and Villas

### One Penrose Place

Lawrence, IN - 45 Senior Units

### Summit Points

Lawrenceburg, IN - 83 Workforce Housing Units

### Central Park Place

Columbus, IN - 63 Senior Housing Units

### Patterson Pointe Senior Residence

Bloomington, IN - 61 Senior Apartments

### Palm House Apartments

Wooster, OH - 62 Family Oriented Section 8 Units

### The Reserve at Lakeview Landing

Huron, OH - 48 Senior Apartments and Villas

### The Lofts at Roberts

Muncie, IN - 83 Senior Housing Units w/ 1st Floor Retail (Historic/Adaptive)

### Twin Lakes Senior Villas

Rantoul, IL - 42 Senior Apartments

### Southwick Manor

Brunswick, OH - 54 Senior Housing Units

### Harbor Town Senior Residence

Perrysburg, OH - 69 Senior Housing Units

### Park Lofts

Huntington, IN - 59 Senior Housing Units (Adaptive)

### Newton Senior Residence

Newton, IA - 45 Senior Housing Units

### Morton Senior Residence

Morton, IL - 61 Senior Housing Units (Adaptive)

### Jasper Lofts

Jasper, IN - 67 Workforce Housing Units (Adaptive)

### Southridge Senior Lofts

Des Moines, IA - 51 Senior Housing Units

### Keokuk Senior Lofts

Keokuk, IA - 45 Senior Housing Units

### Centerville Senior Lofts

Centerville, IA - 44 Senior Housing Units

## Education

- Major Architecture & Environmental Design, Bowling Green State University
- M. Comm. Pl., University of Cincinnati (DAAP) – 2 Years



# Sean Beismann

Underwriting Manager, MVAH Development LLC



## Experience & Expertise

Sean is involved in the strategic planning, deal structuring and maintenance of strategic housing partnerships with non-profit and for-profit organizations. He has played an instrumental role in helping drive the geographical expansion of the organization. Sean has been involved in the development process and financing of over 4,500 apartment homes throughout fourteen states. As Underwriting Manager, he leads a team of individuals involved in the underwriting of tax credit applications throughout the organization's footprint.

Sean has experience with developments containing multiple sources of financing and/or funding types, including: 4%/9% Tax Credits, Federal/State Historic Tax Credits, State Tax Credits, HOME, City/County Funding, NeighborWorks, Federal Home Loan Bank, Tax Credit Assistance Program, Tax Credit Exchange, Neighborhood Stabilization Program, TIFs/Abatements/PILOTS and Rural Development. Furthermore, his experience with development extends to those involving Supportive Services, Permanent Supportive Housing, Mark-to-Market, Project-Based Vouchers, and Lease-Purchase development. Overall, Sean has been involved in the closing of over 80 developments, totaling over \$750MM in total development cost since 2001, which was the start of his career in the affordable housing industry.

## Projects

- Multi-family Housing
- Single family Housing
- New Construction
- Preservation of Affordable Housing
- Historic and Non-Historic Adaptive Reuse

## Certifications

ULI Real Estate Development

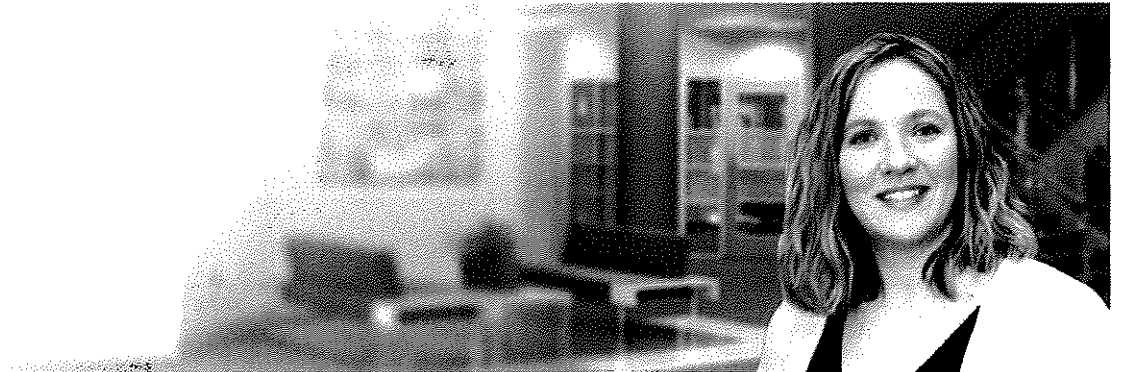
## Education

B.S., Finance & Accounting, University of Cincinnati



# Denise Blake

Project Management Director, MVAH Development LLC



## Experience & Expertise

Denise Blake provides the overall leadership of the project management (PM) team. Denise understands the overall closing goals for each development, assists in the collaboration efforts with third party preconstruction services teams, and leads a team of individuals, Development Directors, through the "Application to Award" and "Award to Construction" processes. The PM team is responsible for the oversight of the Award to Construction timeline and acts as an Owner's Representative once a development is under construction. Denise is also a part of the Midwest Development team that is responsible for the land acquisition and development activities for affordable housing in Ohio, Indiana and Michigan. She maintains and preserves strategic housing partnerships with non-profit organizations, state housing finance agencies, and other industry professionals. She also provides presentations to local municipalities for support and approvals of variances, site plans, and rezoning strategies. Additionally, she negotiates with and directs the work of outside consultants as well as coordinates in-house developments.

Denise has been involved in the development and finance of more than 2,000 apartment units in Ohio, Iowa, Indiana, Michigan, Pennsylvania, Texas, and Oklahoma since 2001, which was the start of her career in the affordable housing industry.

## Projects

- Multi-family Housing
- Single Family Housing
- New Construction
- Preservation of Affordable Housing
- Historic and Non-Historic Adaptive Reuse

## Education

- B.A., Communication, University of Cincinnati





## Developer Past Experience

### Experience Operating and Maintaining Multifamily Affordable Housing

All MVAH Partners developments listed below are affordable in nature and utilize the Low-Income Housing Tax Credit (LIHTC) as well as provide a variety of services to residents.

#### 1. Hampshire Landing II

- Location: Joplin Missouri
- Unit Count: 48 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$7,700,000
- Place in Service Date: 5/9/2019

#### 2. 4th Avenue Lofts

- Location: Clinton Iowa
- Unit Count: 48 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$9,200,000
- Place in Service Date: 12/28/2017

#### 3. Harrison Lofts

- Location: Muscatine Iowa
- Unit Count: 52 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$9,700,000
- Place in Service Date: 7/24/2018



4. Bottleworks Lofts

- Location: Fort Wayne Indiana
- Unit Count: 50 units (adaptive reuse/new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$14,500,000
- Place in Service Date: 12/31/2018

5. Reserve at Hagan

- Location: Whitehouse Texas
- Unit Count: 72 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$12,000,000
- Place in Service Date: 12/18/2018

6. Riverside Senior Lofts

- Location: Riverside Ohio
- Unit Count: 62 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$9,300,000
- Place in Service Date: 11/5/2018

7. South Court Senior Villas (Partnership with Median Metropolitan Housing Authority)

- Location: Medina Ohio
- Unit Count: 48 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management



- Cost: \$9,300,000
- Place in Service Date: 8/29/2018

8. Vine Street Lofts

- Location: Jasper Indiana
- Unit Count: 62 units (adaptive reuse)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$13,700,000
- Place in Service Date: 8/30/2018

9. Centerville Senior Lofts

- Location: Centerville Iowa
- Unit Count: 44 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$7,200,000
- Place in Service Date: 12/18/2017

10. Jasper Lofts

- Location: Jasper Indiana
- Unit Count: 67 units (adaptive reuse)
- Income Targeting (% of AMI): 30%,40%,50%,60%
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$13,900,000
- Place in Service Date: 5/31/2017

11. Keokuk Senior Lofts

- Location: Keokuk Iowa
- Unit Count: 45 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069



- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$7,700,000
- Place in Service Date: 12/27/2017

12. Market Street Lofts

- Location: East Liverpool Ohio
- Unit Count: 45 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$9,900,000
- Place in Service Date: 12/22/2017

13. Mulberry Street Properties (Harrisburg Housing Authority Partnership)

- Location: Harrisburg Pennsylvania
- Unit Count: 50 units (new construction)
- Owner: Harrisburg Housing Authority
- Address: 351 Chestnut St. Harrisburg, PA 17101
- Email: [hha@harrisburghousing.org](mailto:hha@harrisburghousing.org)
- Phone: 717-232-6781
- Key Staff: MVAH Development
- Cost: \$16,500,000
- Place in Service Date: Under Construction

14. Reserve at Edison Hill

- Location: Parkersburg West Virginia
- Unit Count: 30 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$7,800,000
- Place in Service Date: 12/12/2017

15. Reserve at Engel Road (Similar metro to Milwaukee as well as size/complexity)

- Location: New Braunfels Texas



- Unit Count: 96 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvapartners.com](mailto:brian.mcgeady@mvapartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Place in Service Date: 12/15/2017

16. Reserve at Quebec (Similar metro to Milwaukee as well as size/complexity)

- Location: Fort Worth Texas
- Unit Count: 296 (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvapartners.com](mailto:brian.mcgeady@mvapartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$46,800,000
- Place in Service Date: Under Construction

17. Southridge Senior Lofts

- Location: Des Moines Iowa
- Unit Count: 52 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvapartners.com](mailto:brian.mcgeady@mvapartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$8,400,000
- Place in Service Date: 12/29/2017

18. Whitehouse Square Townhomes

- Location: Whitehouse Ohio
- Unit Count: 55 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvapartners.com](mailto:brian.mcgeady@mvapartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$11,400,000
- Place in Service Date: 5/31/2017



19. Gardens at Harvest Point (Similar metro to Milwaukee as well as size/complexity)

- Location: Augusta Georgia
- Unit Count: 256 (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$35,100,000
- Place in Service Date: Under Construction

20. Burkett Place

- Location: North Strabane Pennsylvania
- Unit Count: 48 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$11,400,000
- Place in Service Date: 12/8/2017

21. The Residence at Eagles Point

- Location: Eaton Ohio
- Unit Count: 40 units (adaptive reuse)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$12,400,000
- Place in Service Date: 12/20/2016

22. Galena Estates

- Location: Galena Kansas
- Unit Count: 40 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management



- Cost: \$6,800,000
- Place in Service Date: 8/22/2016

23. Huntingburg Senior Residence

- Location: Huntingburg Indiana
- Unit Count: 45 units (adaptive reuse)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$9,000,000
- Place in Service Date: 6/24/2016

24. Morton Senior Residence

- Location: Morton Illinois
- Unit Count: 61 units (adaptive reuse)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$10,300,000
- Place in Service Date: 12/27/2016

25. Reserve at Rosebud

- Location: Clarksburg West Virginia
- Unit Count: 35 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$7,900,000
- Place in Service Date: 6/16/2016

26. Roosevelt Homes II

- Location: Dayton Ohio
- Unit Count: 30 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)



- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$7,200,000
- Place in Service Date: 3/24/2016

27. Cape's Landing

- Location: Fayetteville North Carolina
- Unit Count: 96 (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$12,000,000
- Place in Service Date: 12/13/2016

28. Water Tower Park Senior Village

- Location: Gray Georgia
- Unit Count: 72 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$11,100,000
- Place in Service Date: 11/1/2016

29. Ashley Grove Senior Residence

- Location: Mount Orab Ohio
- Unit Count: 43 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$7,800,000
- Place in Service Date: 1/9/2015

30. Harbor Town Senior Residence

- Location: Perrysburg Ohio
- Unit Count: 69 units (new construction)
- Owner: MVAH Holding LLC





- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$10,900,000
- Place in Service Date: 8/27/2015

31. Newton Senior Residence

- Location: Newton Iowa
- Unit Count: 53 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$8,500,000
- Place in Service Date: 10/28/2015

32. Oak Ridge Apartments

- Location: Nolanville Texas
- Unit Count: 48 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$6,900,000
- Place in Service Date: 6/16/2015

33. Park Lofts at Huntington

- Location: Huntington Indiana
- Unit Count: 59 units (adaptive reuse/new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$11,400,000
- Place in Service Date: 12/30/2015

34. Reserve at McAlister

- Location: Fort Worth Texas



- Unit Count: 124 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$17,500,000
- Place in Service Date: 10/9/2015

35. Reserve at Spencer

- Location: Spencer Oklahoma
- Unit Count: 54 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$9,100,000
- Place in Service Date: 12/17/2015

36. Southwick Manor Apartments (Partnership with Medina Metropolitan Housing Authority)

- Location: Brunswick Ohio
- Unit Count: 54 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$9,200,000
- Place in Service Date: 9/24/2015

37. Worthington Creek Apartments

- Location: Parkersburg West Virginia
- Unit Count: 36 (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$6,600,000
- Place in Service Date: 9/9/2015



38. Hampshire Landing

- Location: Joplin Missouri
- Unit Count: 84 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvapartners.com](mailto:brian.mcgeady@mvapartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$13,800,000
- Place in Service Date: 7/19/2013

39. Huron Senior Residence

- Location: Huron Ohio
- Unit Count: 45 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvapartners.com](mailto:brian.mcgeady@mvapartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$8,00,000
- Place in Service Date: 12/24/2013

40. Lofts at Roberts

- Location: Muncie Indiana
- Unit Count: 83 units (adaptive reuse)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvapartners.com](mailto:brian.mcgeady@mvapartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$15,700,000
- Place in Service Date: 3/31/2014

41. Riverside Landing at Delaware Place

- Location: Delaware Ohio
- Unit Count: 63 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvapartners.com](mailto:brian.mcgeady@mvapartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management



- Cost: \$11,500,000
- Place in Service Date: 12/26/2013

42. Silversage Point at Western Center (Similar metro to Milwaukee as well as size/complexity)

- Location: Fort Worth
- Unit Count: 120 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$17,340,454
- Place in Service Date: 12/23/2014

43. Twin Lakes Senior Villas

- Location: Rantoul Illinois
- Unit Count: 42 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$7,900,000
- Place in Service Date: 10/21/2013

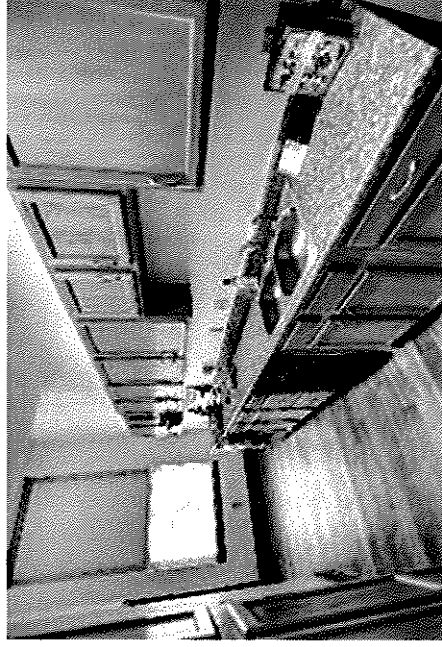
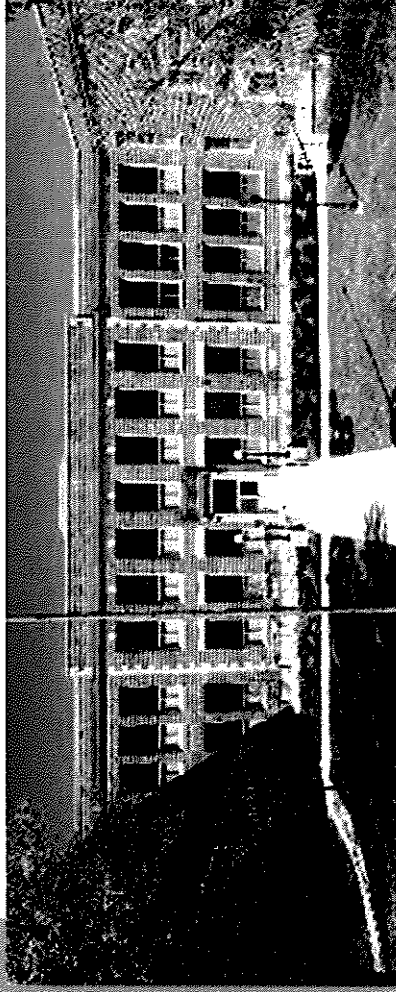


MVAH is committed to providing residents with access to supportive services. Since community-based non-profits are typically more attuned to the needs of local residents, MVAH often partners with these organizations to coordinate the delivery of these services. A dedicated service coordinator is responsible for the implementation of the supportive services. The coordinator networks with local service agencies in coordinating the services as needed, and also acts as the liaison for any initiatives unique to the development, such as Workforce or Health Care programs. Many of the services required by residents are ultimately provided through referrals to other local non-profit agencies. However, the service coordinator does assist in the provision of individualized case management, and continually monitors the use, savings, and success of the Supportive Service Plan. New residents typically receive a brochure notifying them of local support programs that are available and are encouraged to contact the Service Coordinator either by phone or in person when the coordinator's on-site representative is present.

While the supportive services offered can vary from project to project, the following are some of the services commonly provided at MVAH properties:

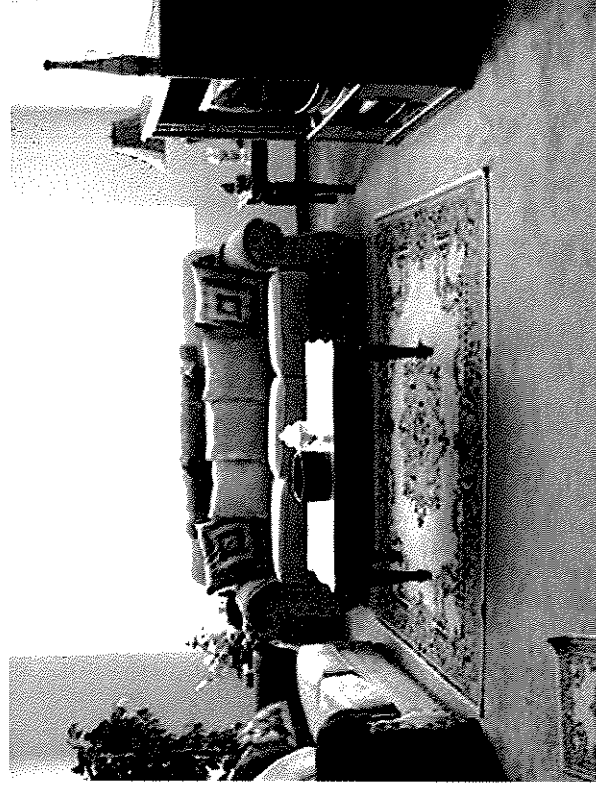
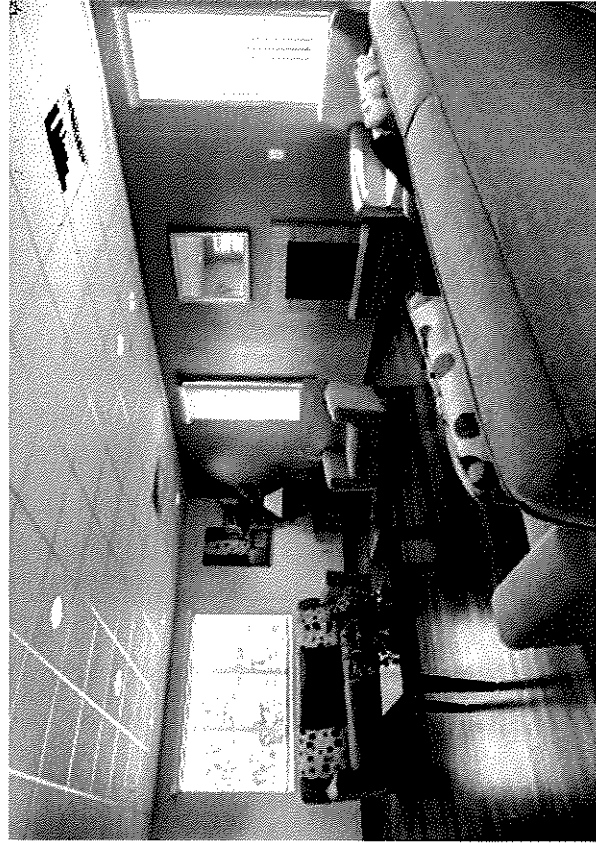
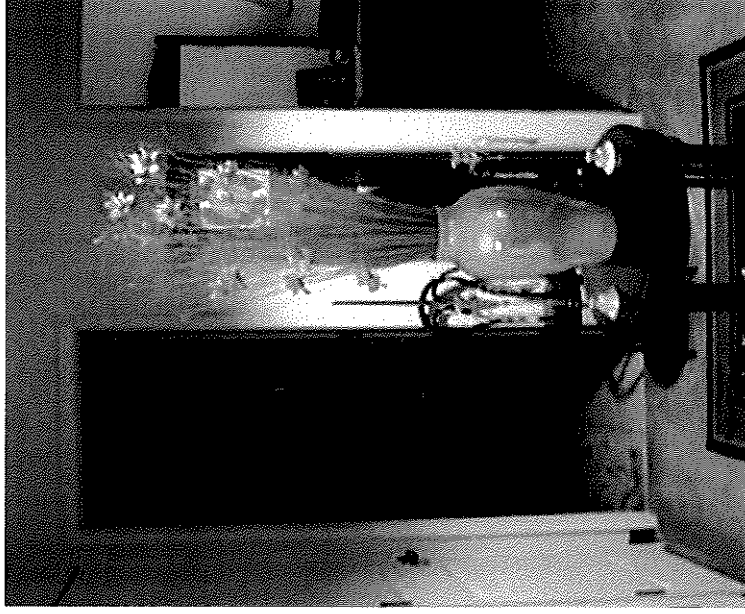
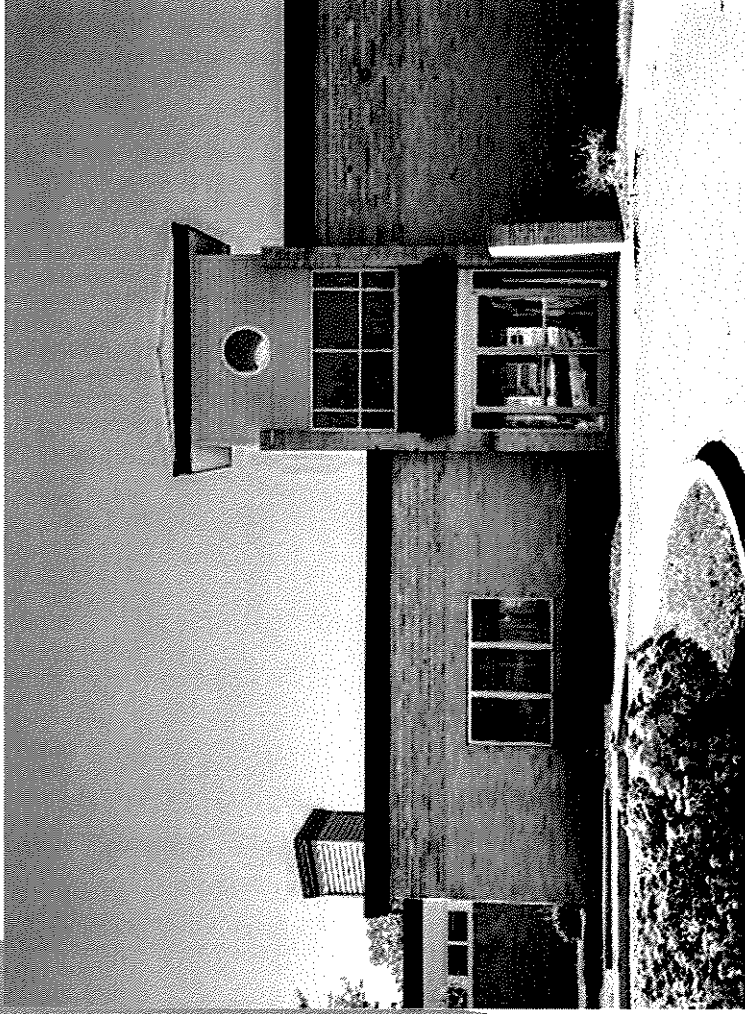
- Meals and Nutrition – Residents will be educated about the importance of good nutrition. In-Home and congregate meals will also be available daily
- Housekeeping – Light housekeeping services will be available to residents
- Transportation – The supportive services coordinator will ensure that adequate transportation services are available to residents at the site
- Assistance with Daily Needs – Residents will have access to caregiver assistance with daily needs
- Healthcare – Residents will be provided with information about referrals to home health services including services such as health care screenings, dental care, nursing care, rehabilitation and physical therapy, and chronic illness treatment
- Financial Literacy – Residents will have access to financial literacy, credits counseling and other basic education such as GED and ESL classes
- Education – Residents will have access to basic education, workforce /vocational training, education for mature adults, and other educational programs
- Jobs Programs – Residents will have access to jobs preparedness and job attainment programs
- Regularly Scheduled Activity Programs – The service coordinator, with the assistance of the on-site manager, will coordinate regularly scheduled cultural, social, recreational, and health and wellness programs. These programs will in part be driven by the expressed desires and interests of the residents. Programs may include activities such as gardening, exercise classes, informational healthcare forums, reading clubs, and educational lectures
- Resident Association – Working with the on-site manager, the service coordinator will provide accommodations for the support of a Resident Association
- Family Oriented Services – Credit Counseling / Personal Finance Training / Planning / Continuing Education / Job Training and Referrals / Life Skills Training / Day-Care and After-School Programs.

# Eagles Point - Historic Adaptive Re-Use, Eaton, Ohio

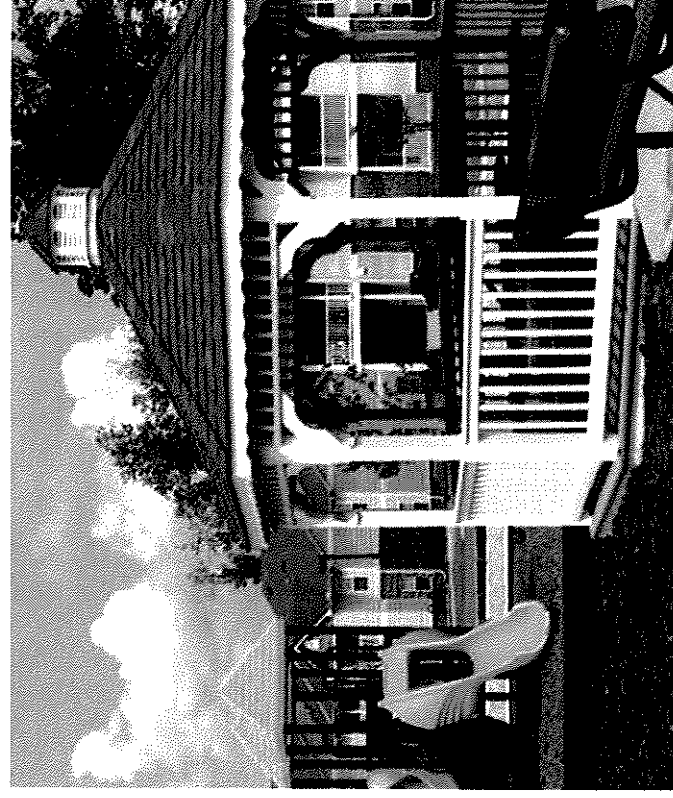
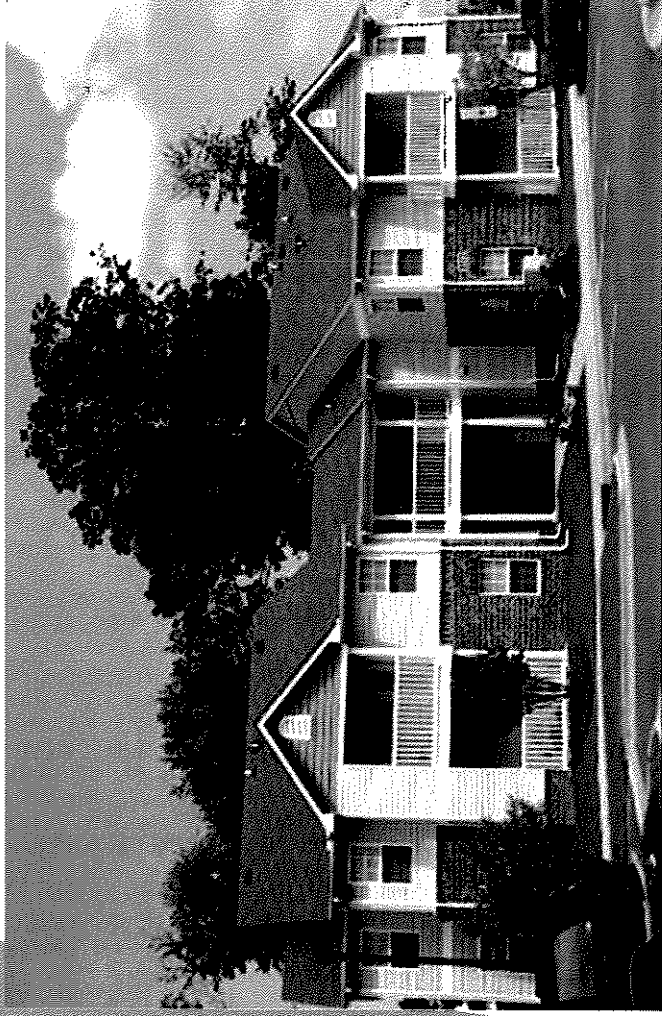




# Walnut Ridge - Historic Adaptive Re-Use, Indianapolis, IN

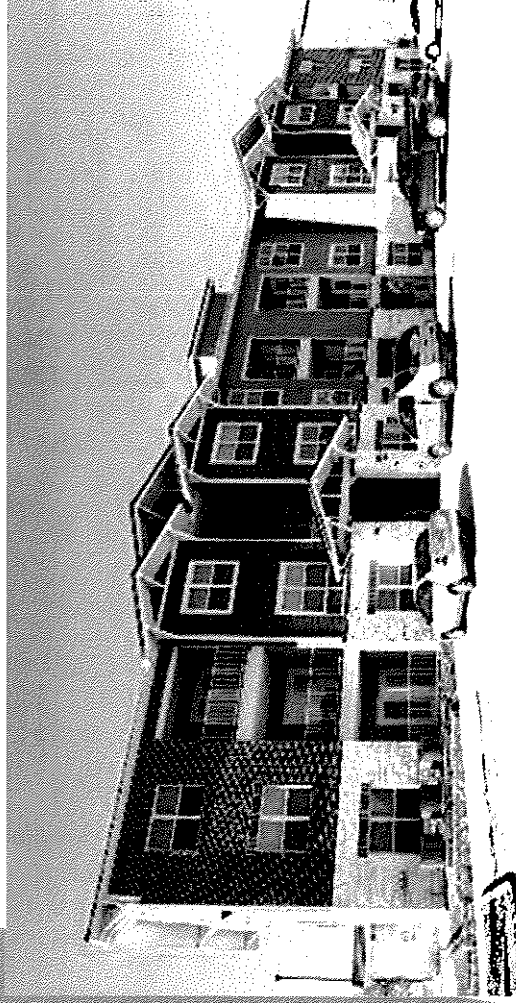


# Pinecrest - Walkertown, North Carolina





# Reserve at Quebec - Fort Worth, Texas

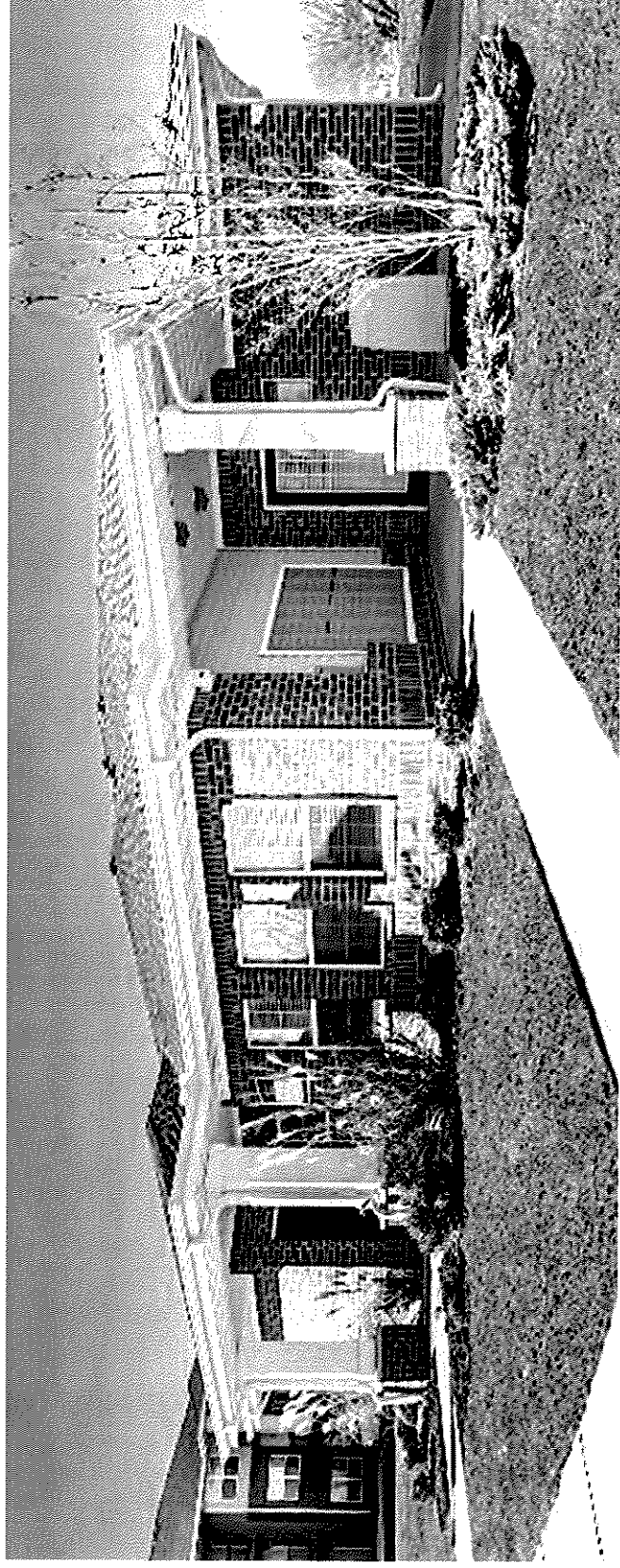


# Silversage Point at Western Center - Fort Worth, Texas

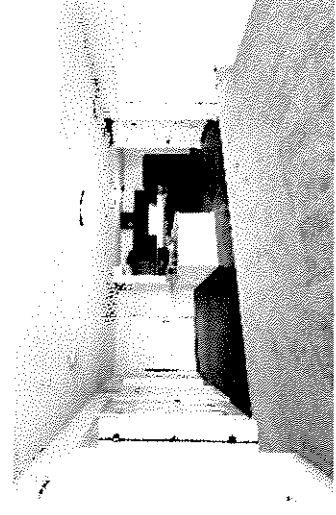
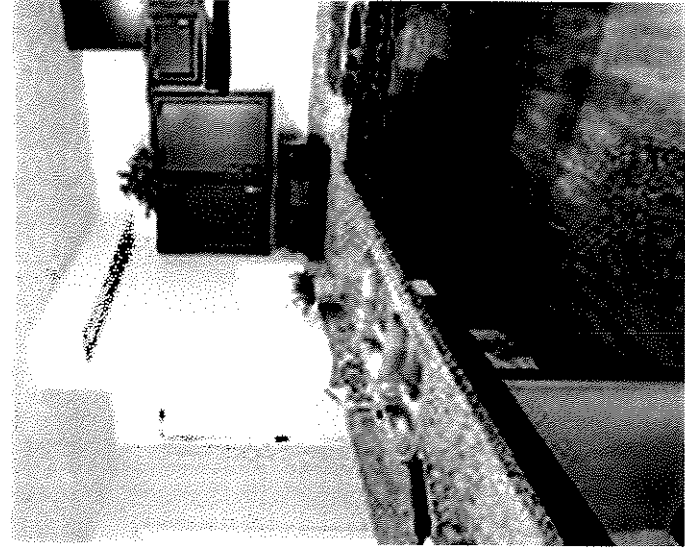
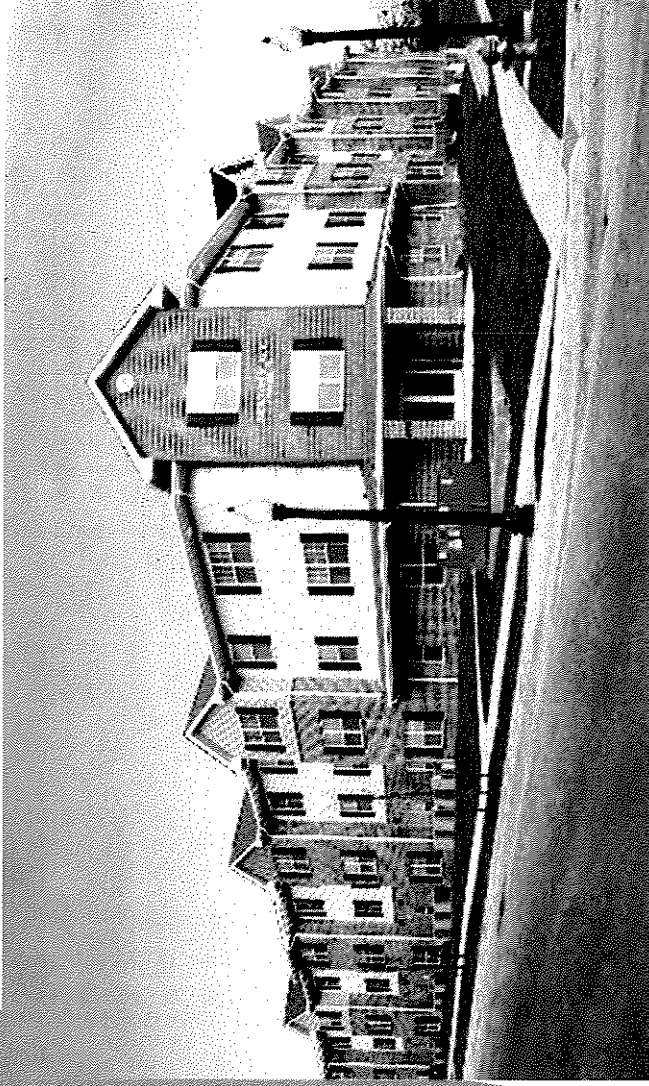
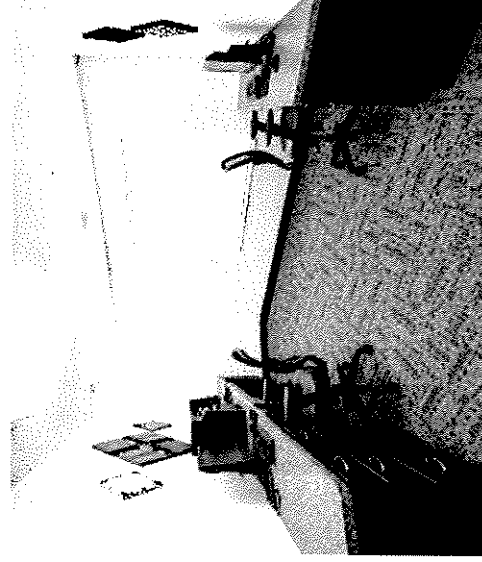
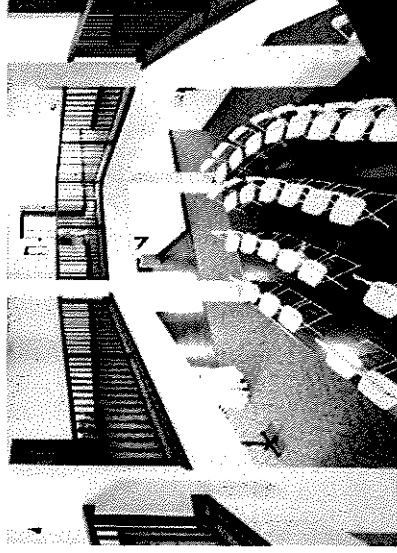




## Reserve at Spencer- Spencer, Oklahoma

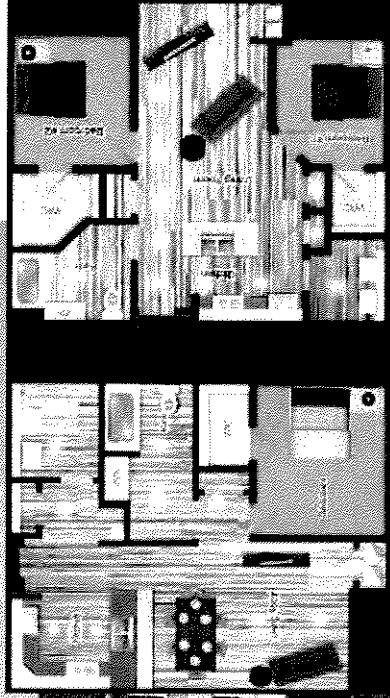


# Newton Place - Newton, Iowa





# Hamburg Senior Residence - Lexington, Kentucky

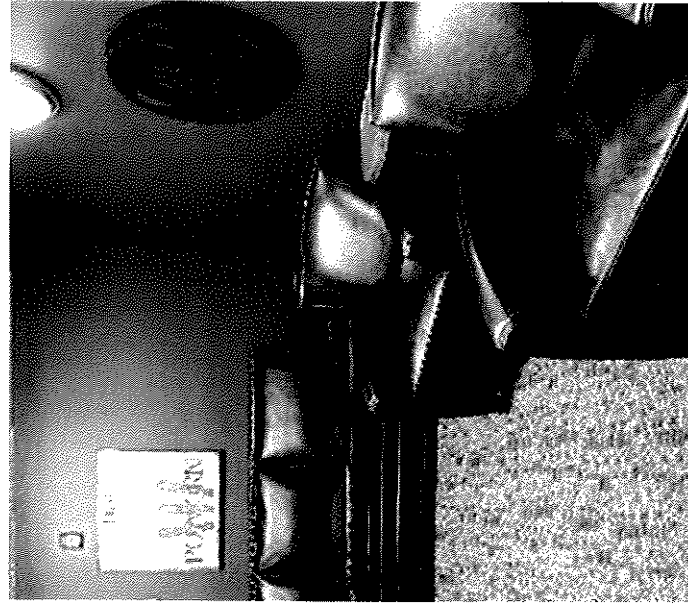


# Patterson Pointe - Bloomington, Indiana

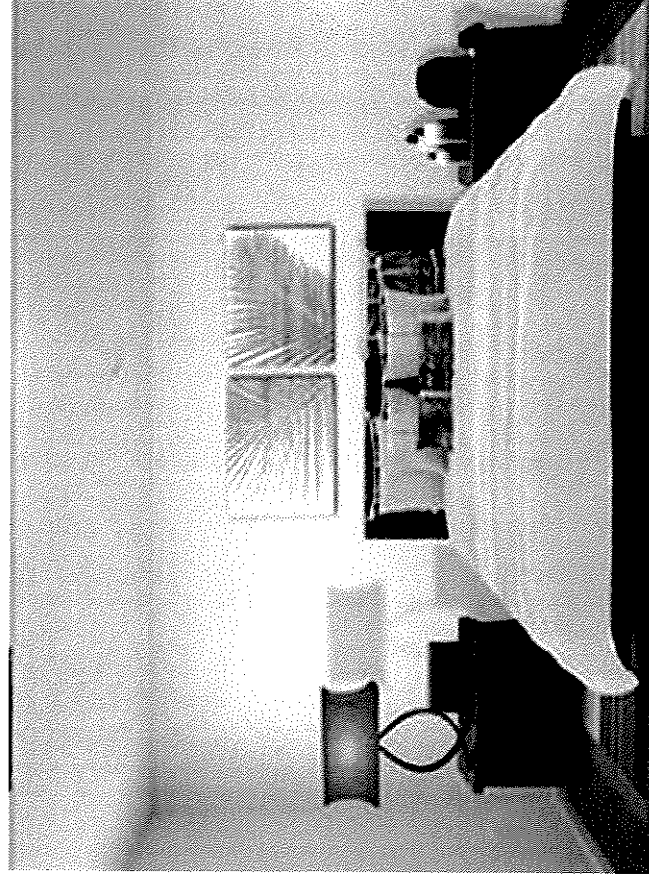




# One Penrose Place - Lawrence, Indiana



# Residence at Washington Street - Kokomo, Indiana







## Empower People. Enhance Communities.

Since our founding in 1993, MVAH Partners has been dedicated to quality, value and service. It's a commitment we continue today with a wide range of development, construction and property management experience.

We have developed, constructed, owned and managed more than 6,000 affordable and senior housing residential units. This includes over 99 properties in 15 states. MVAH has also received multiple awards in recognition of its successful affordable housing development business.

MVAH Partners is a recognized leader in the multi-family and senior housing business.

We have been developing, building, and managing quality multi-family and senior rental communities in the Midwest, Northeast, Southeast & Southwest for 25 years. Every MVAH Partners community is strategically operated and marketed to create a consistent experience of quality, value, and satisfaction for property owners and their residents alike. In every relationship, we work to offer solutions and support that maximize your property's value and minimize your time and work commitment.

### **Our Product Expertise & Experience includes:**

- Tax Credit, IRS Section 42, Apartments, Villas, and Single Family Homes
- Rehabs, Adaptive Reuse of Existing Buildings
- Luxury Apartments
- Military Housing
- Student Housing
- Senior Living: Independent Living, Assisted Living, Skilled Nursing
- Home Owners Associations
- Retail and Office Space

### **Our committed professionals give our communities the competitive advantage and property value through:**

- A steadfast, customer-centric approach
- An experienced and professional management team
- Outstanding history of managing successful developments, including renovations, new construction supervision and lease-up
- Support staff that includes Marketing, Training, Maintenance and Accounting Professionals
- Developing strategic marketing and leasing programs
- Planning and executing preventive maintenance to preserve value
- Creating efficiencies through state of the art procurement systems
- Management fee proposals that align our goals with those of our Owners
- Advanced Technology & Information Systems
- Risk Management and Insurance expertise
- Providing Section 42, tax credit compliance expertise

Please visit our website at [www.mvahpartners.com](http://www.mvahpartners.com) to learn more about how our management team can maximize the performance of your real estate investment and provide your "total real estate solutions."

**Empower People. Enhance Communities.**

## Residential Property Management

### Get the **maximum** from your **investment**

MVAH Partners brings a wide range of experience and expertise to residential property management. All our services are support are aimed at one goal: helping you meet your unique financial objectives. We do that by providing:

- A management proposal that ensures our plans and procedures support your goals
- Time-tested, efficient property management procedures that elevate your investment
- A focus on maximizing value and creating solutions based on your income and expense expectations
- A procurement system that manages costs and delivers efficiencies
- Industry-leading insight and knowledge, including comprehensive experience in accounting systems, asset management, tax-credit compliance, development and construction
- Timely, concise and efficient financial analysis, asset reporting, P&L and balance sheet reporting



### Let us **see to the details**

MVAH Partners provides everything you need to meet the day-in, day-out demands and seasonal requirements of maintaining your facilities. It's a complete package that means less work for you, including:

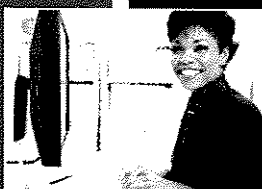
- Preventive maintenance programs designed to preserve your assets value
- Support from a core team of training and maintenance professionals
- Crisis and disaster management resolution systems for any emergency you may face
- Deep knowledge in building systems, maintenance and the latest in **Green Technology** to assure your facilities always operate cost-effectively



### Keep your units at **ultimate capacity**

MVAH Partners also brings you experienced sales and marketing professionals who can help you meet one more critical concern: keeping your units full and at the greatest possible rent levels. It's a continuing commitment that includes:

- Developing strategic marketing and leasing programs that focus on your facilities – and your objectives
- A consistent, customer-centered approach to meeting the needs of your property's residents
- Insight into fair housing requirements that keep you in compliance with all rules and regulations
- Sales and marketing support that strengthens your competitive position in your specific marketplace



<b>Community</b>	<b>Location</b>	<b>Units</b>	<b>Type</b>
4 <sup>th</sup> Avenue Lofts	Clinton, IA	48	Multi-Family
Allegheny Pointe	Apollo, PA	52	Senior
Ashley Grove	Mt. Orab, OH	43	Senior
Boonville Homes	Boonville, IN	44	Single Family Homes
Bottle Works Lofts	Fort Wayne, IN	50	Multi/Single Family
Burkett Place	Washington, PA	48	Multi-Family
Cape's Landing Apartments	Fayetteville, NC	96	Multi-Family
Carriage Trails Senior Villas	Tipp City, OH	34	Senior
Carriage Trails Senior Village II	Tipp City, OH	46	Senior
Centerville Senior Lofts	Centerville, IA	44	Senior
Central Park Place	Columbus, IN	63	Senior
Cicero Senior Lofts	Cicero, IL	62	Senior
Cypress Lofts	Cedar Rapids, IA	51	Multi-Family
Delaware Place (Riverside Landing at)	Delaware, OH	63	Senior
Eaton Senior Villas	Eaton, OH	44	Senior
Edison Hill Commons	Parkersburg, WV	30	Multi-Family
Enclave	Winston-Salem, NC	68	Multi-Family
Enclave II	Winston-Salem, NC	96	Multi-Family
Faith Community	Crestline, OH	41	Senior
Francis Senior Lofts	Jackson, MI	45	Senior
Galena Estates	Galena, KS	40	Multi-Family
Gallatin Park	Gallatin, TN	48	Multi-Family
Gardens at Harvest Point	Augusta, GA	256	Multi-Family
Hamburg Senior Residence	Lexington, KY	62	Senior
Hampshire Landing	Joplin, MO	84	Multi-Family
Hampshire Landing II	Joplin, MO	48	Multi-Family
Harbor Town Senior Residence	Perrysburg, OH	69	Senior
Harmony Senior Village	Williamsburg, OH	30	Senior
Harrison Lofts	Muscataine, IA	52	Multi-Family
Indian Trace I	Oxford, OH	84	Multi-Family
Indian Trace II	Oxford, OH	76	Multi-Family
Jasper Lofts	Jasper, IN	67	Multi-Family
Jefferson Homes	Dayton, OH	40	Single Family Homes
Keokuk Senior Lofts	Keokuk, IA	45	Senior
Lake Towne Senior	Walbridge, OH	43	Senior
Landings at Steele Creek I	Charlotte, NC	72	Multi-Family
Landings at Steele Creek II	Charlotte, NC	48	Multi-Family
Lofts at Robert's	Muncie, IN	83	Senior
Lofts at St. Joseph's	Huntingburg, IN	45	Senior

<b>Community</b>	<b>Location</b>	<b>Units</b>	<b>Type</b>
Madison Place Senior	Gastonia, NC	76	Senior
Market Street Lofts	East Liverpool, OH	45	Multi-Family
Meadow Vista Parkside	Altoona, IA	59	Multi-Family
Meadow Vista Senior Villas	Altoona, IA	50	Senior
Mallard Glen	Amelia, OH	96	Multi-Family
Morton Senior Residence	Morton, IL	61	Senior
Mulberry Street Properties	Harrisburg, PA	50	Multi-Family
New Lima Homes	Lima, OH	60	Single Family Homes
Newton Place Apartments	Newton, IA	53	Senior
Nia Heights	Toledo, OH	16	Single Family Homes
Oak Ridge Apartments	Nolanville, TX	48	Multi-Family
Omega Senior Lofts	Dayton, OH	81	Senior
One Penrose Place	Lawrence, IN	45	Senior
Oregon Senior Lofts	Oregon, OH	81	Senior
Palm House	Wooster, OH	62	Multi-Family
Park Lofts at Huntington	Huntington, IN	59	Senior
Patterson Pointe Senior Residence	Bloomington, IN	61	Senior
Pheasant Run Seniors	Dayton, OH	75	Senior
Pinecrest	Walkertown, NC	80	Multi-Family
Reserve at Engel Road	New Braunfels, TX	96	Multi-Family
Reserve at Hagan	Whitehouse, TX	72	Multi-Family
Reserve at Lakeview Landing	Huron, OH	45	Senior
Reserve at McAlister	Ft. Worth, TX	124	Senior
Reserve at Oak Spring	Clarksburg, WV	35	Multi-Family
Reserve at Quebec	Ft. Worth, TX	296	Multi-Family
Reserve at Spencer	Spencer, OK	54	Multi-Family
Residences at Eagles Point	Eaton, OH	40	Multi-Family
Ridgewood Heights	Dayton, OH	40	Single Family Homes
Rising at Phoenix	Dayton, OH	33	Single Family Homes
Riverside Senior Lofts	Riverside, OH	48	Senior
Riverview Bluffs	New Richmond, OH	36	Senior
RiverWorks Lofts	Riverside, OH	61	Multi-Family
Roosevelt Homes	Dayton, OH	43	Single Family Homes
Roosevelt Homes II	Dayton, OH	30	Single Family Homes
Siena Village Senior Living	Dayton, OH	108	Senior
Silversage Point at Western Center	Ft. Worth, TX	120	Multi-Family
South Saginaw Homes I	Saginaw, MI	49	Single Family Homes
South Saginaw Homes II	Saginaw, MI	42	Single Family Homes

<b>Community</b>	<b>Location</b>	<b>Units</b>	<b>Type</b>
Southridge Senior Lofts	Des Moines, IA	52	Senior
Stoney Ridge Estates	Moraine, OH	25	Single Family Homes
Summit Pointe	Lawrenceburg, IN	83	Multi-Family
Sunlight Homes	Dayton, OH	33	Single Family Homes
Sylvania Senior Residence	Sylvania, OH	51	Senior
Twin Cedars I	Hickory, NC	36	Multi-Family
Twin Cedars II	Hickory, NC	72	Multi-Family
Twin Lakes Senior Villas	Rantoul, IL	42	Senior
Villas at Twin Cedars	Hickory, NC	40	Senior
Vine Street Lofts	Jasper, IN	62	Senior
Walkers Ridge	Greensburg, PA	84	Multi-Family
Walnut Ridge	Indianapolis, IN	78	Senior
Washington Square Homes	Dayton, OH	39	Single Family Homes
Washington Square Homes II	Dayton, OH	29	Single Family Homes
Washington Street Senior Residence	Kokomo, IN	54	Senior
Water Tower Park Senior Village	Gray, GA	72	Senior
Wauseon Senior Village	Wauseon, OH	48	Senior
Whitehouse Square Senior Village	Whitehouse, OH	32	Senior
Whitehouse Square Townhomes	Whitehouse, OH	55	Multi-Family
Worthington Creek	Parkersburg, WV	36	Senior



## Michael Riechman

Managing Partner  
President, MVAH Management LLC

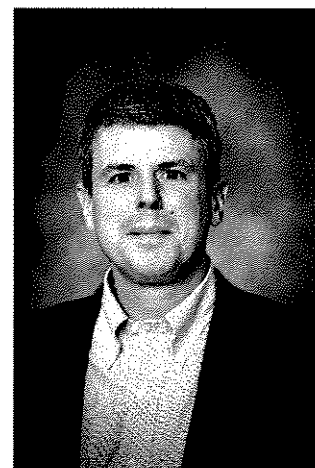
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5950 Fairview Road, Suite 402 ■ Charlotte, NC 28210  
704-323-8938 ■ michael.riechman@mvahpartners.com ■ www.mvahpartners.com

### Experience & Expertise

Michael Riechman is founding member and Managing Partner of MVAH Partners, an affordable housing developer, owner, and operator. Prior to MVAH Partners, he was a member of the Executive Team of Miller-Valentine Group and responsible for the Investment Management platform that includes capital raising, investment structuring, investor relations, property management, asset management, accounting and compliance.

Prior to joining Miller-Valentine, Michael was a Senior Managing Director and head of the Affordable Housing equity group at Centerline Capital Group. His responsibilities included syndications and portfolio dispositions. He was a member of the Executive Management Team. Prior to Centerline, he was with RBC Capital Markets where he spent eight years, most recently as Managing Director responsible for tax credit investments. There he led the tax credit syndication platform that included: originations and syndications, investments, pricing and structuring. The syndication platform had an annual investment volume of approximately \$600 Million.



### Professional Associations

- Member, NH&RA (National Housing & Rehabilitation Association)
- Member, HAG (Housing Advisory Group)

### Education

- B.B.A., Accounting, University of Cincinnati
- M.B.A., Finance/Real Estate, American University



## Brian McGeady

Managing Partner  
Vice President, MVAH Management LLC

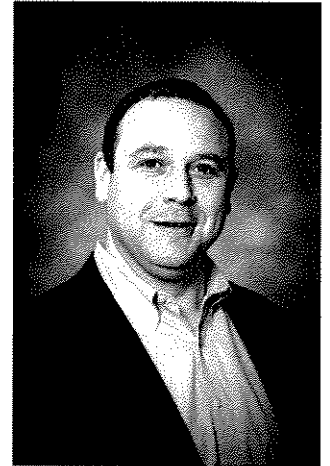
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9100 Centre Pointe Drive, Suite 210 ■ West Chester, OH 45069  
513-964-1141 ■ [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com) ■ [www.mvahpartners.com](http://www.mvahpartners.com)

### Experience & Expertise

Brian McGeady guides the development activities of MVAH Partners and is responsible for the strategic planning, acquisitions, development process, feasibility analysis and the creation of strategic housing partnerships with both non-profit and for-profit organizations. Under Brian's leadership, the group has produced an average of nine, 9% tax credit allocations over the last eight years. In 2016, the company was named the 3<sup>rd</sup> largest affordable housing developer in the country for new units created. Product types include senior communities, multifamily and single family homes financed with both 9% and 4% credits.

His expertise includes the development of new construction, rehabilitation, and adaptive reuse properties into affordable housing. In 2004 through 2005, he was with Paramount Financial Group, underwriting tax credit properties; involved in more than \$150 million of equity investment.



### Professional Associations

- Vice President, Ohio Housing Council
- Board, Mother Teresa Catholic Elementary
- Member, National Associate of Home Builders
- Member, HAG (Housing Advisory Group)
- Former Board Member, March of Dimes, Southwest Ohio Chapter

### Education

- B.S., Finance, University of Dayton
- M.B.A., University of Cincinnati

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## Katy Wendel

Regional Vice President

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9100 Centre Pointe Drive, Suite 210 ■ West Chester, OH 45069  
513-964-1149 ■ [katy.wendel@mvahpartners.com](mailto:katy.wendel@mvahpartners.com) ■ [www.mvahpartners.com](http://www.mvahpartners.com)

### Experience & Expertise

Katy Wendel is responsible for overseeing the property management portfolio comprised of six regions and eighty-six properties covering 15 states. She supervises 6 regional managers with portfolios of stabilized and pre-stabilized properties that are in various stages of lease up. Katy focuses on finding new opportunities to improve operations while collaborating with the compliance department to ensure joint expectations are met. She assists in creating accurate budgets that increase financial performance to maximize operating income. In addition, Katy is responsible for expense control, accounts payable, accounts receivable, payroll and capital expenditures. She has a passion for the affordable housing industry and inspires her team through her leadership and knowledge. She maintains staffing through hiring, onboarding, coaching, and counseling associates. Katy is head of coordinating inspections and audits with bank examiners, equity partners, state & local agencies and officials. She ensures staff is compliant with Federal, State, and Local fair housing laws.



Katy has nearly 30 years' experience in residential property management with the last 19 years focused primarily with the affordable housing division. Prior to joining MVAH Partners LLC, Katy was in a similar role with Miller-Valentine Group with the current portfolio for the past five years. Prior to Regional Vice President, she held roles of Regional Manager and Community Manager in both Conventional and Tax Credit properties.

### Certifications

- Housing Credit Certified Professional (HCCP)

### Education

- B.A., School of Journalism, Concentration in Advertising, The Ohio State University

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## Katherine Vance

Director of Regulatory Compliance

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513-964-1151 ■ [katherine.vance@mvahpartners.com](mailto:katherine.vance@mvahpartners.com) ■ [www.mvahpartners.com](http://www.mvahpartners.com)

### Experience & Expertise

Katherine Vance is responsible for overseeing all compliance activities in connection with our portfolio of affordable communities. Her responsibilities include monthly reporting for all properties to investors, state agencies and our partners. She is responsible for program Compliance and internal customer support to all housing programs within the company portfolio. Katherine has over 20 years in the affordable housing industry.

- Monthly reporting of all properties in multiple states. Currently operating in 15 states.
- Training all staff to ensure all program requirements are met for multiple states.
- Completing the Utility Allowance Analysis and Rent Adjustments annually.
- Preparing monthly, quarterly and annual reports for owners and state agencies.
- Completion of all required LIHTC, HOME, RD, HUD, Bond, reporting for multiple states.
- Developed all policies and forms for the Compliance Department implementing state specific guidelines and updates as needed.
- Training of all site staff on software updates and changes. Adjusting policies to reflect changes in the system workflow process.

### Certifications

- Housing Credit Certified Professional, (HCCP)
- Compliance Professional Executive, (NCP-E)
- Assisted Housing Manager, (AHM)
- Tax Credit Certified Specialist, (TaCCS)
- Certified Occupancy Specialist, (COS)
- Public Housing Manager, (PHM)

### Education

- BBA, Northwood University

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**Empower People. Enhance Communities.**

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## City of Flint PILOT Application

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### Tab B

### Project Description

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Project Name:

901 Flats



## **Project Description:**

### **I. Intended Usage/Target Market:**

LIHTC funding will allow the Garland Street development to provide young professionals, the workforce, and families of Flint new high-quality, affordable housing within a highly walkable downtown corridor near thousands of jobs and countless amenities and services. The proposed development will involve the new construction of 61 energy-efficient units containing the full spectrum of modern amenities. Units will target AMIs of up to 80% of local area median income (income averaging) with an average AMI of 55%. This will accommodate the various housing needs of young professionals, families, and the workforce demographic. Units will be desirable to singles, couples, and families with or without physical challenges.

The proposed project will feature (27) 1-bedrooms, (30) 2-bedroom, and (4) 4-Bedroom units. The diversity in units will be desirable to families of all ages and sizes. 4-bedroom units are rare in new apartment developments and even rarer to be in a central, downtown corridor. All units will offer modern/open floor plans featuring a living/dining area, full-size kitchen, spacious bedrooms, in-unit laundry connections, and an oversized bathroom. Additionally, ample storage will be provided in each unit, including a coat closet, linen closet, pantry, and walk-in closets in most bedrooms. The modern design and open floor plans offer many other amenities attractive to families.

### **II. Economic Impact:**

**Job Creation:** Construction activities are anticipated to create between 125 and 175 temporary jobs, which would last throughout the 13–14-month construction process. Once the property is in the lease-up stage, 2 permanent positions will be created. These include a property manager and a service technician. For the 13–14-month construction, most of, if not all sub-contractors will be from the local Flint area. Additionally, ongoing maintenance and repairs of the project will be from local contractors, i.e., roof repairs/maintenance, grass mowing, HVAC service, parking lot maintenance, etc.

**Total Investment:** We estimate we will invest approximately \$14,000,000 into the development of the Garland Street project. This investment equals approximately \$230,000 a unit.

**Other Impacts:** Our proposed development will provide affordable, quality, energy-efficient housing to those who desire to live, work, or play in the downtown Flint area. Residents can focus on growing their

careers, starting businesses, and creating families. This helps create a hub for innovation, provides stability to workers, and can create new, exciting businesses. Creating affordable housing will allow millennials, others early in their career or traditional workforce fields, (teachers, firefighters, police officers, etc.) to live, create, and grow without having to worry about finding stable housing.

### **III. Environmental Impact:**

The proposed development will be located at 901 Garland Street in downtown Flint. The site is presently a funeral home that was built prior to 1978. There is a chance, as with any building built before 1978, that the building will contain lead-based paint and or asbestos. The development team is prepared and has budgeted for any and all possibilities, as with any of our developments. A phase I and a phase II environmental assessment report will be completed on the property. These will help us reveal any possible health or environmental concerns, which will be mitigated to the highest degree possible. The development team has budgeted \$100,000 for environmental mitigation. Further, we will be working closely to MDEQ standards. The property will be built to high energy efficiency standards, including obtaining a National Green Building Standard (NGBS) Certification, and will feature many high-performance housing characteristics, sustainable development characteristics, universal design features, and low-impact construction processes. (See bonus point tab K for further detail)

### **IV. Impact on City Infrastructure:**

The project will be an infill site within a developed downtown corridor. Adding to the fact we are going to develop where a property was, we will utilize and maximize existing utilities. This will have minimal to zero impact on city-based utilities. Completing an infill development will essentially allow us to easily and directly hook up to existing utilities. Additionally, as our site is within walking distance to several bus stops, we will help the Flint MTA maximize ridership and public transit usage. Ultimately leading to more riders on the MTA and a more connected downtown corridor.

### **V. Impact on City Services:**

Similarly, to the above, the proposed development will have zero negative impact on city services. The proposed affordable development will provide stability to residents' lives as well as provide a linkage to local services. These will help improve household stability, reduce long-term poverty, and ultimately reduce crime. Additionally, our building will be erected to high energy efficiency standards and be built using the latest fire-retardant materials and processes. Plus, because of stable housing, residents can

further focus on their careers and or starting businesses, and the fact that new affordable housing could lead to a population growth in downtown, there will be more tax dollars for the city.

#### **VI. Square Footages**

901 Garland Street is a 2.62-acre site. We will be using approximately half the site for this workforce development. This will leave the other half for future development. The development team would wish to pursue a senior independent development for the other half of the site in upcoming MSHDA rounds. This could create a highly connected, walkable, multi-generational campus, allowing residents to seamlessly age in place. This singular, multi-generational campus would have access to countless parks, Hurley Medical Center, University of Michigan, the YMCA, low-cost transit, and countless other desirable services and amenities. Our proposed development will comprise 61 total units with a combination of 1, 2, and 4 bedrooms. The building will be approximately 50,000 square feet. The average unit will be about 835 square feet with a plethora of on-site amenities.

#### **VII. Architectural Renderings:**

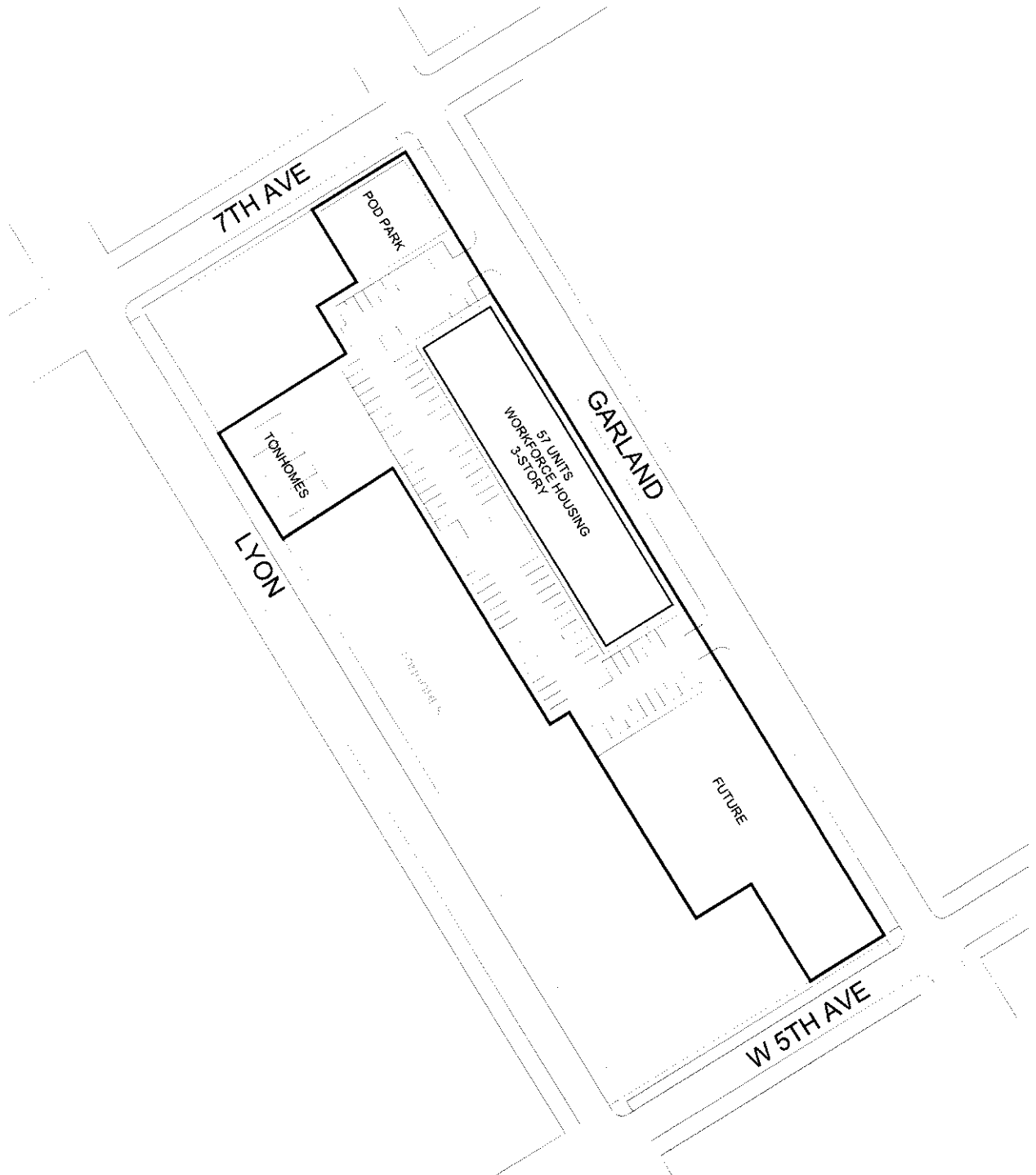
The Garland Street project will feature (27) 1-bedrooms and (30) 2-bedroom multifamily units in a 3-4 story, elevator-served building. There will also be (4) 4-Bedroom townhome units. All 61 units will be 100% accessible and feature a plethora of modern amenities and energy-efficient features. Further, both buildings will be built to incorporate the values, design, and aura of the surrounding downtown Flint area. We have attached a few photos of a recent development we completed that we believe would fit well within the downtown corridor, however; we are open to local suggestions on how to best integrate our building from an architectural and functional standpoint. Please see the pages below.

#### **VIII. Other Information:**

**Long Term Ownership:** While most developers sell their projects upon completion, we do not. We retain ownership of our projects forever, and we plan on doing the same with this proposed development. In fact, our very first development in Lawrenceburg, Indiana, is still in our ownership after 25+ years. 7 years ago, we completed an \$8,000,000 renovation to the property to assure its quality for the next 25 years. We intend to approach the Garland Street project with the same goal – owning forever and maintaining to the highest degree and quality.

**Project Amenities:** The development will feature community spaces and amenities in a centralized, elevator-served building. From the main entry, residents and guests will be welcomed by the on-site management office. The building will also contain a large community room with a kitchenette and serving

island/bar, which will serve as the center for community meetings/activities. The building will also offer a fitness center (cardio equipment, lightweights, and yoga/stretch area), and a computer center (computers, internet access, copier/scanner). Security is also a key amenity. This is addressed by providing secured access to the building, parking/entry lighting, unit door peepholes, smoke detectors, and in-unit fire extinguishers. Outdoor amenities will include a pod park.



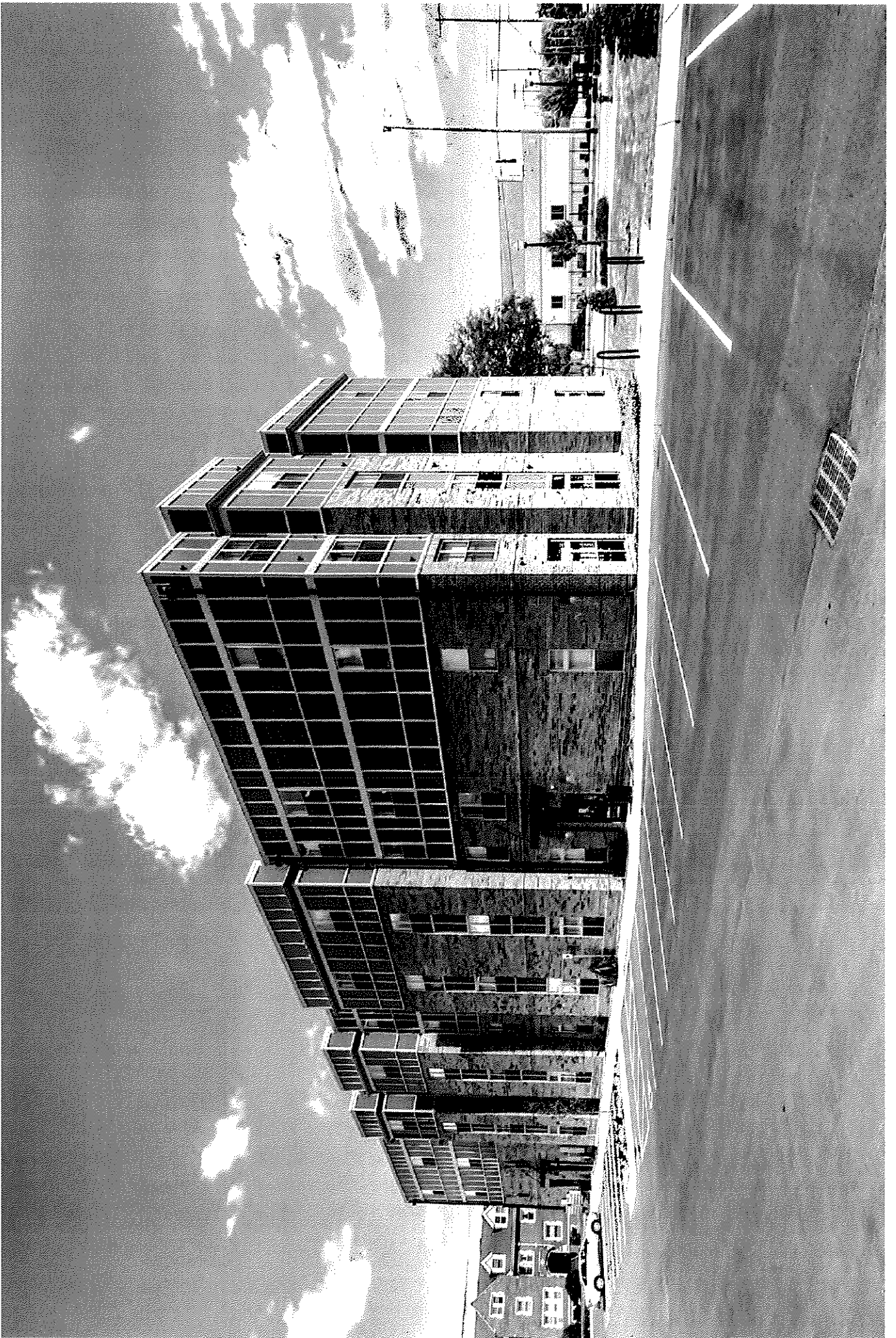


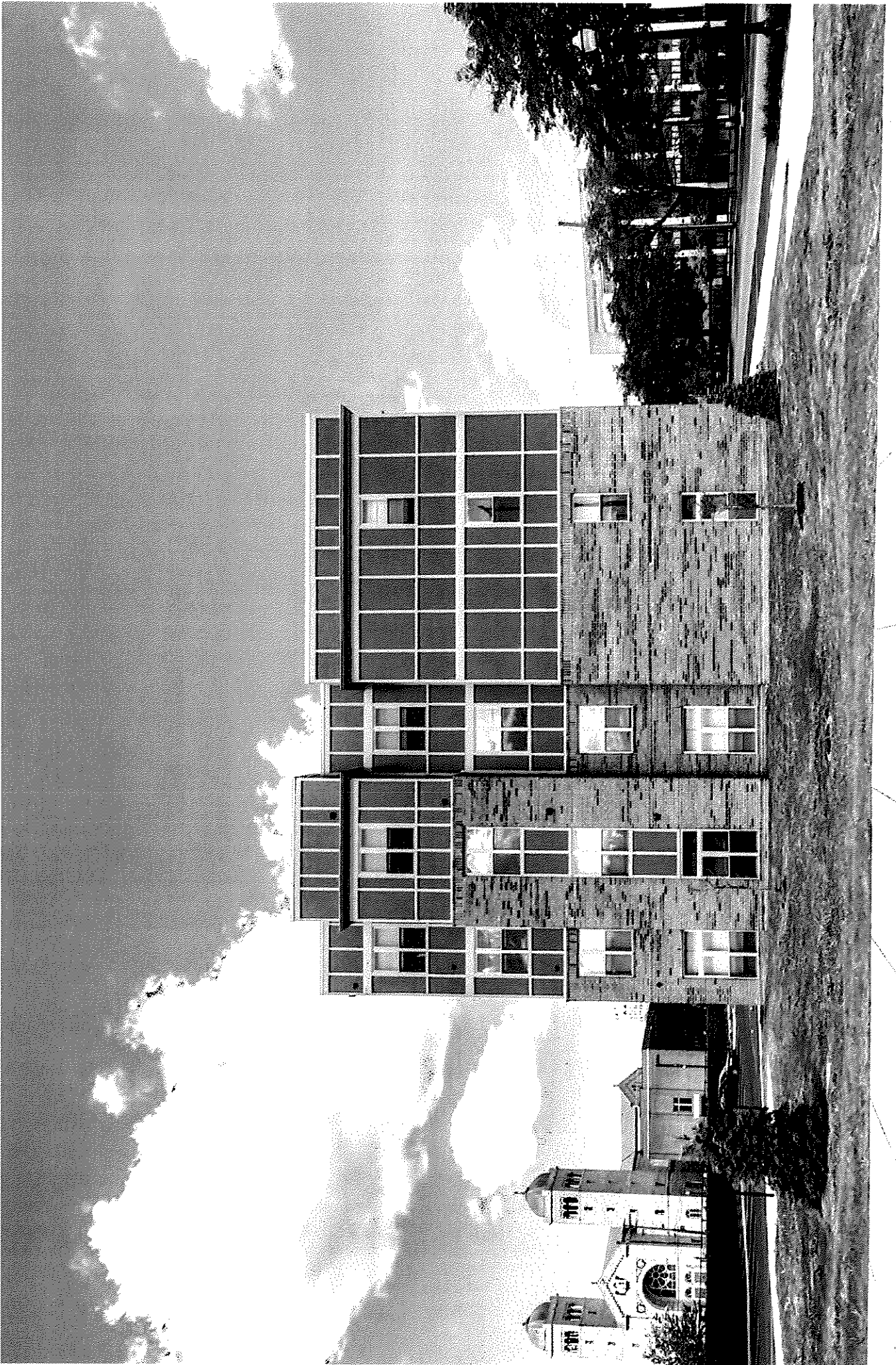












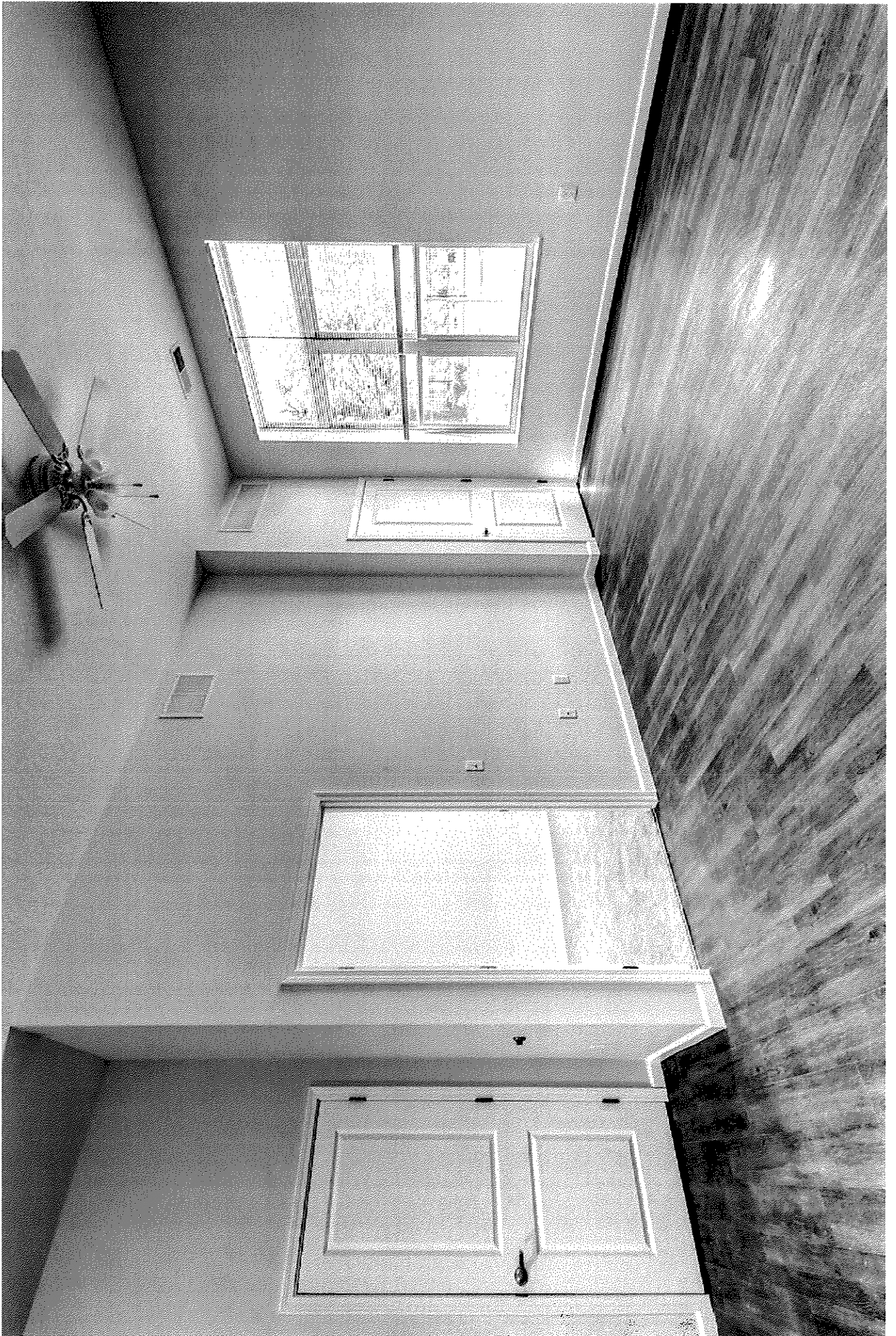






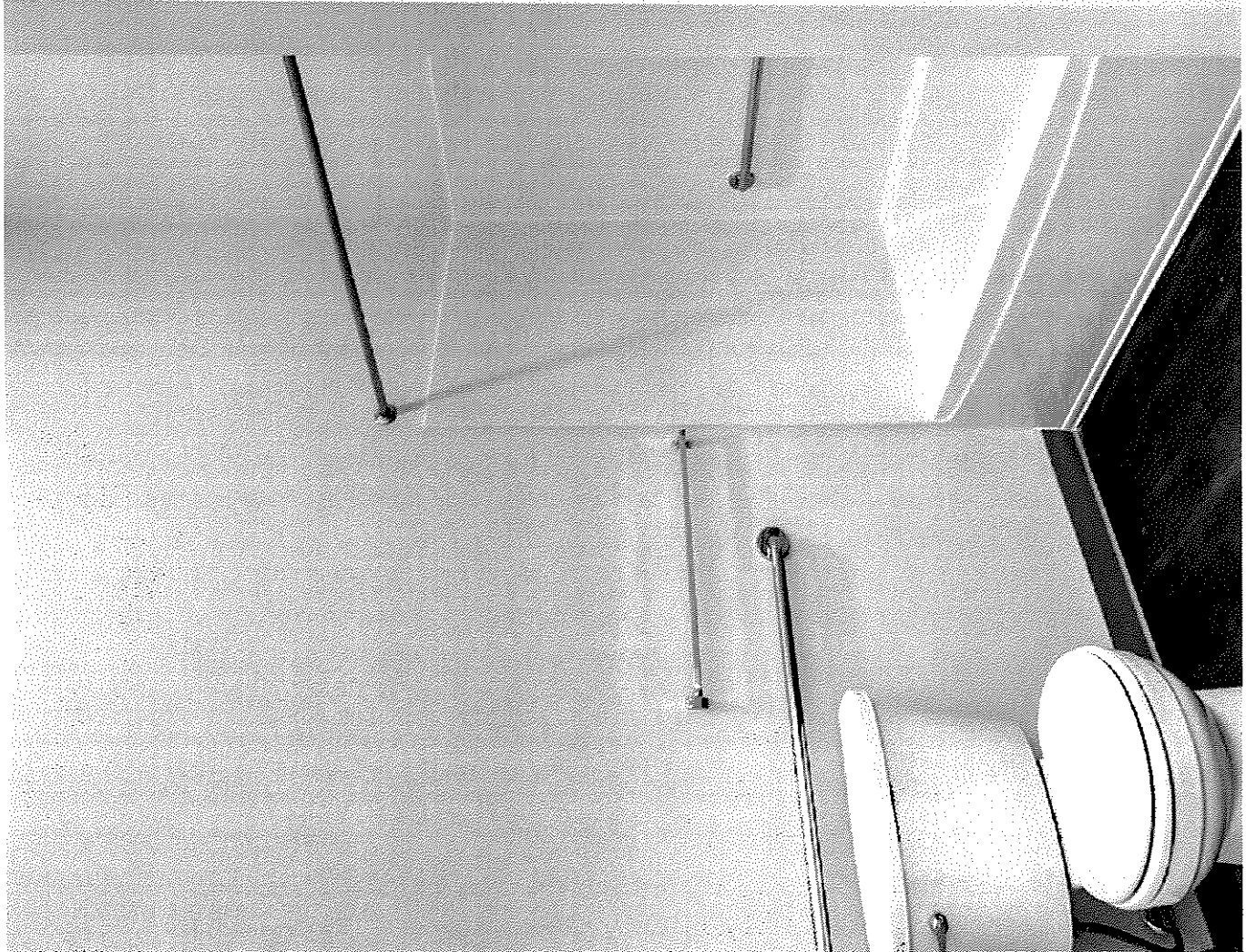




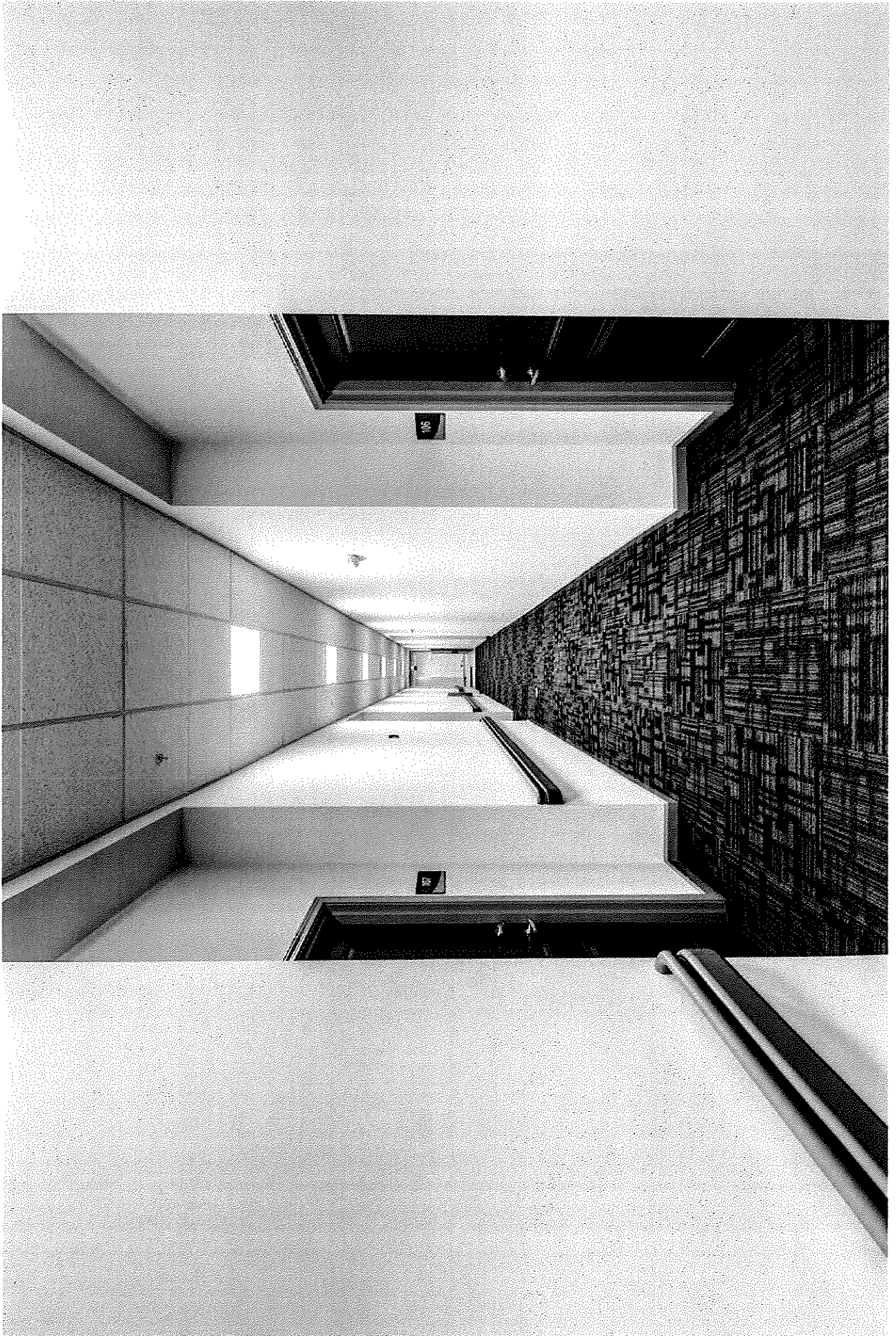






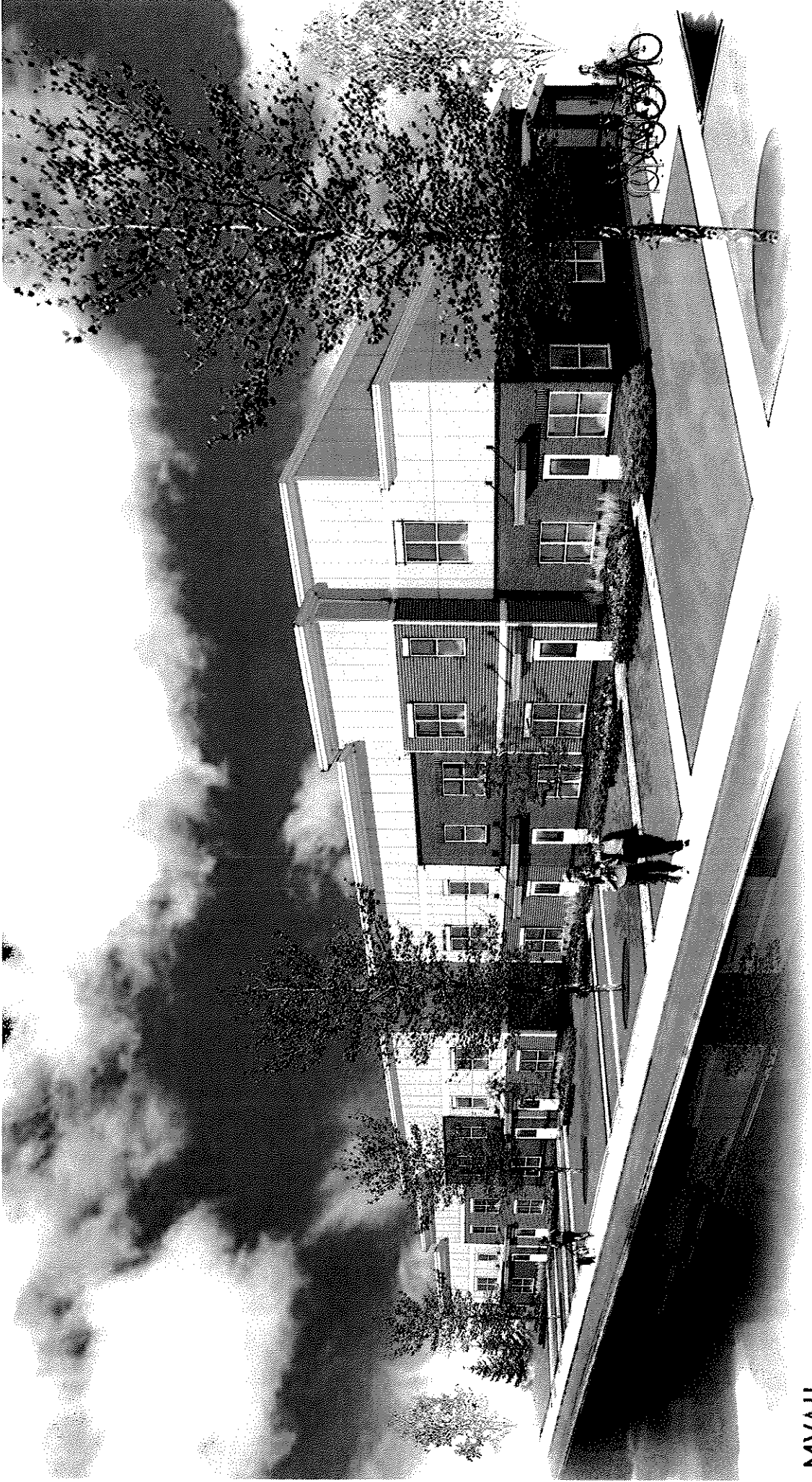












VISIONS  
ARCHITECTS

MVAH  
PARTNERS Artist Rendering - Concept Only



**MVAH**  
PARTNERS

Artisl Rendering • Concept Only

**VISION**  
CONCEPT

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## **City of Flint PILOT Application**

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### **Tab C**

### **Project Marketing/Target Market**

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Project Name:

901 Flats



## **Project Marketing & Target Market:**

The Garland Street project will be marketed to singles, couples, and families of all sizes. Units will be 100% accessible and will feature many modern amenities. The central downtown location provides walkable access to thousands of nearby jobs and countless nearby amenities and services. The development will be well within a mile of Hurley Medical Center, The University of Michigan's Flint campus, several parks, low-cost transit, and, among much more. Downtown living combined with the accessibility features will make the project desirable to a diverse range of tenants. Further, with 1-, 2-, and 4-bedroom units, families of all ages and sizes will find what they are looking for. Additionally, the development team will be using approximately half the 2.6-acre site for this development. We plan on using the other half for a future senior independent development, which will create a multi-generational campus within a walkable, highly connected downtown corridor. This will seamlessly allow residents to age in place and enjoy nearby desirable amenities and services.

All marketing and management will be completed by our in-house property management company, MVAH Management. MVAH Management manages most of our portfolio and some third-party projects for others. We have attached our full company resume in tab A, background information, however, we have attached our management company's resume below.

The Garland Street development will not be speculative. We retain ownership of our projects forever, and we will do the same with this development. In fact, our very first development in Lawrenceburg, Indiana, is still in our ownership after 25+ years. 6 years ago, we completed an \$8,000,000 renovation to the property to assure its quality for the next 25 years. We intend to approach the Garland Street project with the same goal – owning forever and maintaining to the highest degree and quality.

We expect 100% occupancy within 7-8 months. This is a conservative estimate, as most of our developments of similar size and scope lease much quicker.





## **Empower People. Enhance Communities.**

Since our founding in 1993, MVAH Partners has been dedicated to quality, value and service. It's a commitment we continue today with a wide range of development, construction and property management experience.

We have developed, constructed, owned and managed more than 6,000 affordable and senior housing residential units. This includes over 99 properties in 15 states. MVAH has also received multiple awards in recognition of its successful affordable housing development business.

MVAH Partners is a recognized leader in the multi-family and senior housing business.

We have been developing, building, and managing quality multi-family and senior rental communities in the Midwest, Northeast, Southeast & Southwest for 25 years. Every MVAH Partners community is strategically operated and marketed to create a consistent experience of quality, value, and satisfaction for property owners and their residents alike. In every relationship, we work to offer solutions and support that maximize your property's value and minimize your time and work commitment.

### **Our Product Expertise & Experience includes:**

- Tax Credit, IRS Section 42, Apartments, Villas, and Single Family Homes
- Rehabs, Adaptive Reuse of Existing Buildings
- Luxury Apartments
- Military Housing
- Student Housing
- Senior Living: Independent Living, Assisted Living, Skilled Nursing
- Home Owners Associations
- Retail and Office Space

### **Our committed professionals give our communities the competitive advantage and property value through:**

- A steadfast, customer-centric approach
- An experienced and professional management team
- Outstanding history of managing successful developments, including renovations, new construction supervision and lease-up
- Support staff that includes Marketing, Training, Maintenance and Accounting Professionals
- Developing strategic marketing and leasing programs
- Planning and executing preventive maintenance to preserve value
- Creating efficiencies through state of the art procurement systems
- Management fee proposals that align our goals with those of our Owners
- Advanced Technology & Information Systems
- Risk Management and Insurance expertise
- Providing Section 42, tax credit compliance expertise

Please visit our website at [www.mvahpartners.com](http://www.mvahpartners.com) to learn more about how our management team can maximize the performance of your real estate investment and provide your "total real estate solutions."

**Empower People. Enhance Communities.**

## Residential Property Management

### Get the **maximum** from your investment

MVAH Partners brings a wide range of experience and expertise to residential property management. All our services are support are aimed at one goal: helping you meet your unique financial objectives. We do that by providing:

- A management proposal that ensures our plans and procedures support your goals
- Time-tested, efficient property management procedures that elevate your investment
- A focus on maximizing value and creating solutions based on your income and expense expectations
- A procurement system that manages costs and delivers efficiencies
- Industry-leading insight and knowledge, including comprehensive experience in accounting systems, asset management, tax-credit compliance, development and construction
- Timely, concise and efficient financial analysis, asset reporting, P&L and balance sheet reporting



### Let us **see to the details**

MVAH Partners provides everything you need to meet the day-in, day-out demands and seasonal requirements of maintaining your facilities. It's a complete package that means less work for you, including:

- Preventive maintenance programs designed to preserve your assets value
- Support from a core team of training and maintenance professionals
- Crisis and disaster management resolution systems for any emergency you may face
- Deep knowledge in building systems, maintenance and the latest in **Green Technology** to assure your facilities always operate cost-effectively



### Keep your units at **ultimate capacity**

MVAH Partners also brings you experienced sales and marketing professionals who can help you meet one more critical concern: keeping your units full and at the greatest possible rent levels. It's a continuing commitment that includes:

- Developing strategic marketing and leasing programs that focus on your facilities – and your objectives
- A consistent, customer-centered approach to meeting the needs of your property's residents
- Insight into fair housing requirements that keep you in compliance with all rules and regulations
- Sales and marketing support that strengthens your competitive position in your specific marketplace



<b>Community</b>	<b>Location</b>	<b>Units</b>	<b>Type</b>
4 <sup>th</sup> Avenue Lofts	Clinton, IA	48	Multi-Family
Allegheny Pointe	Apollo, PA	52	Senior
Ashley Grove	Mt. Orab, OH	43	Senior
Boonville Homes	Boonville, IN	44	Single Family Homes
Bottle Works Lofts	Fort Wayne, IN	50	Multi/Single Family
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Lofts at Robert's	Muncie, IN	83	Senior
Lofts at St. Joseph's	Huntingburg, IN	45	Senior

<b>Community</b>	<b>Location</b>	<b>Units</b>	<b>Type</b>
Madison Place Senior	Gastonia, NC	76	Senior
Market Street Lofts	East Liverpool, OH	45	Multi-Family
Meadow Vista Parkside	Altoona, IA	59	Multi-Family
Meadow Vista Senior Villas	Altoona, IA	50	Senior
Mallard Glen	Amelia, OH	96	Multi-Family
Morton Senior Residence	Morton, IL	61	Senior
Mulberry Street Properties	Harrisburg, PA	50	Multi-Family
New Lima Homes	Lima, OH	60	Single Family Homes
Newton Place Apartments	Newton, IA	53	Senior
Nia Heights	Toledo, OH	16	Single Family Homes
Oak Ridge Apartments	Nolanville, TX	48	Multi-Family
Omega Senior Lofts	Dayton, OH	81	Senior
One Penrose Place	Lawrence, IN	45	Senior
Oregon Senior Lofts	Oregon, OH	81	Senior
Palm House	Wooster, OH	62	Multi-Family
Park Lofts at Huntington	Huntington, IN	59	Senior
Patterson Pointe Senior Residence	Bloomington, IN	61	Senior
Pheasant Run Seniors	Dayton, OH	75	Senior
Pinecrest	Walkertown, NC	80	Multi-Family
Reserve at Engel Road	New Braunfels, TX	96	Multi-Family
Reserve at Hagan	Whitehouse, TX	72	Multi-Family
Reserve at Lakeview Landing	Huron, OH	45	Senior
Reserve at McAlister	Ft. Worth, TX	124	Senior
Reserve at Oak Spring	Clarksburg, WV	35	Multi-Family
Reserve at Quebec	Ft. Worth, TX	296	Multi-Family
Reserve at Spencer	Spencer, OK	54	Multi-Family
Residences at Eagles Point	Eaton, OH	40	Multi-Family
Ridgewood Heights	Dayton, OH	40	Single Family Homes
Rising at Phoenix	Dayton, OH	33	Single Family Homes
Riverside Senior Lofts	Riverside, OH	48	Senior
Riverview Bluffs	New Richmond, OH	36	Senior
RiverWorks Lofts	Riverside, OH	61	Multi-Family
Roosevelt Homes	Dayton, OH	43	Single Family Homes
Roosevelt Homes II	Dayton, OH	30	Single Family Homes
Siena Village Senior Living	Dayton, OH	108	Senior
Silversage Point at Western Center	Ft. Worth, TX	120	Multi-Family
South Saginaw Homes I	Saginaw, MI	49	Single Family Homes
South Saginaw Homes II	Saginaw, MI	42	Single Family Homes



## Empower People. Enhance Communities.

Community	Location	Units	Type
Southridge Senior Lofts	Des Moines, IA	52	Senior
Stoney Ridge Estates	Moraine, OH	25	Single Family Homes
Summit Pointe	Lawrenceburg, IN	83	Multi-Family
Sunlight Homes	Dayton, OH	33	Single Family Homes
Sylvania Senior Residence	Sylvania, OH	51	Senior
Twin Cedars I	Hickory, NC	36	Multi-Family
Twin Cedars II	Hickory, NC	72	Multi-Family
Twin Lakes Senior Villas	Rantoul, IL	42	Senior
Villas at Twin Cedars	Hickory, NC	40	Senior
Vine Street Lofts	Jasper, IN	62	Senior
Walkers Ridge	Greensburg, PA	84	Multi-Family
Walnut Ridge	Indianapolis, IN	78	Senior
Washington Square Homes	Dayton, OH	39	Single Family Homes
Washington Square Homes II	Dayton, OH	29	Single Family Homes
Washington Street Senior Residence	Kokomo, IN	54	Senior
Water Tower Park Senior Village	Gray, GA	72	Senior
Wauseon Senior Village	Wauseon, OH	48	Senior
Whitehouse Square Senior Village	Whitehouse, OH	32	Senior
Whitehouse Square Townhomes	Whitehouse, OH	55	Multi-Family
Worthington Creek	Parkersburg, WV	36	Senior



## Michael Riechman

Managing Partner  
President, MVAH Management LLC

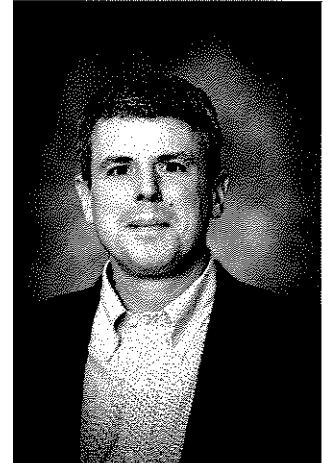
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5950 Fairview Road, Suite 402 ■ Charlotte, NC 28210  
704-323-8938 ■ michael.riechman@mvahpartners.com ■ www.mvahpartners.com

### Experience & Expertise

Michael Riechman is founding member and Managing Partner of MVAH Partners, an affordable housing developer, owner, and operator. Prior to MVAH Partners, he was a member of the Executive Team of Miller-Valentine Group and responsible for the Investment Management platform that includes capital raising, investment structuring, investor relations, property management, asset management, accounting and compliance.

Prior to joining Miller-Valentine, Michael was a Senior Managing Director and head of the Affordable Housing equity group at Centerline Capital Group. His responsibilities included syndications and portfolio dispositions. He was a member of the Executive Management Team. Prior to Centerline, he was with RBC Capital Markets where he spent eight years, most recently as Managing Director responsible for tax credit investments. There he led the tax credit syndication platform that included: originations and syndications, investments, pricing and structuring. The syndication platform had an annual investment volume of approximately \$600 Million.



### Professional Associations

- Member, NH&RA (National Housing & Rehabilitation Association)
- Member, HAG (Housing Advisory Group)

### Education

- B.B.A., Accounting, University of Cincinnati
- M.B.A., Finance/Real Estate, American University



## Brian McGeady

Managing Partner  
Vice President, MVAH Management LLC

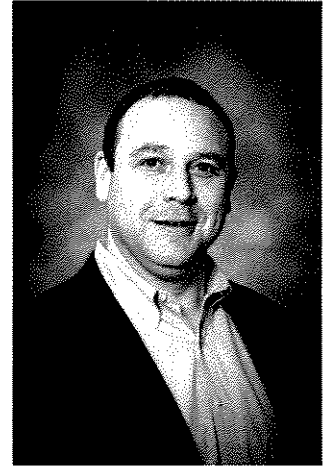
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9100 Centre Pointe Drive, Suite 210 ■ West Chester, OH 45069  
513-964-1141 ■ [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com) ■ [www.mvahpartners.com](http://www.mvahpartners.com)

### Experience & Expertise

Brian McGeady guides the development activities of MVAH Partners and is responsible for the strategic planning, acquisitions, development process, feasibility analysis and the creation of strategic housing partnerships with both non-profit and for-profit organizations. Under Brian's leadership, the group has produced an average of nine, 9% tax credit allocations over the last eight years. In 2016, the company was named the 3<sup>rd</sup> largest affordable housing developer in the country for new units created. Product types include senior communities, multifamily and single family homes financed with both 9% and 4% credits.

His expertise includes the development of new construction, rehabilitation, and adaptive reuse properties into affordable housing. In 2004 through 2005, he was with Paramount Financial Group, underwriting tax credit properties; involved in more than \$150 million of equity investment.



### Professional Associations

- Vice President, Ohio Housing Council
- Board, Mother Teresa Catholic Elementary
- Member, National Association of Home Builders
- Member, HAG (Housing Advisory Group)
- Former Board Member, March of Dimes, Southwest Ohio Chapter

### Education

- B.S., Finance, University of Dayton
- M.B.A., University of Cincinnati

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**Empower People. Enhance Communities.**



## Katy Wendel

Regional Vice President

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9100 Centre Pointe Drive, Suite 210 ■ West Chester, OH 45069  
513-964-1149 ■ [katy.wendel@mvahpartners.com](mailto:katy.wendel@mvahpartners.com) ■ [www.mvahpartners.com](http://www.mvahpartners.com)

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### Experience & Expertise

Katy Wendel is responsible for overseeing the property management portfolio comprised of six regions and eighty-six properties covering 15 states. She supervises 6 regional managers with portfolios of stabilized and pre-stabilized properties that are in various stages of lease up. Katy focuses on finding new opportunities to improve operations while collaborating with the compliance department to ensure joint expectations are met. She assists in creating accurate budgets that increase financial performance to maximize operating income. In addition, Katy is responsible for expense control, accounts payable, accounts receivable, payroll and capital expenditures. She has a passion for the affordable housing industry and inspires her team through her leadership and knowledge. She maintains staffing through hiring, onboarding, coaching, and counseling associates. Katy is head of coordinating inspections and audits with bank examiners, equity partners, state & local agencies and officials. She ensures staff is compliant with Federal, State, and Local fair housing laws.



Katy has nearly 30 years' experience in residential property management with the last 19 years focused primarily with the affordable housing division. Prior to joining MVAH Partners LLC, Katy was in a similar role with Miller-Valentine Group with the current portfolio for the past five years. Prior to Regional Vice President, she held roles of Regional Manager and Community Manager in both Conventional and Tax Credit properties.

### Certifications

- Housing Credit Certified Professional (HCCP)

### Education

- B.A., School of Journalism, Concentration in Advertising, The Ohio State University

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**Katherine Vance**

**Director of Regulatory Compliance**

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9100 Centre Pointe Drive, Suite 210 ■ West Chester, OH 45069  
513-964-1151 ■ [katherine.vance@mvahpartners.com](mailto:katherine.vance@mvahpartners.com) ■ [www.mvahpartners.com](http://www.mvahpartners.com)

#### **Experience & Expertise**

Katherine Vance is responsible for overseeing all compliance activities in connection with our portfolio of affordable communities. Her responsibilities include monthly reporting for all properties to investors, state agencies and our partners. She is responsible for program Compliance and internal customer support to all housing programs within the company portfolio. Katherine has over 20 years in the affordable housing industry.

- Monthly reporting of all properties in multiple states. Currently operating in 15 states.
- Training all staff to ensure all program requirements are met for multiple states.
- Completing the Utility Allowance Analysis and Rent Adjustments annually.
- Preparing monthly, quarterly and annual reports for owners and state agencies.
- Completion of all required LIHTC, HOME, RD, HUD, Bond, reporting for multiple states.
- Developed all policies and forms for the Compliance Department implementing state specific guidelines and updates as needed.
- Training of all site staff on software updates and changes. Adjusting policies to reflect changes in the system workflow process.

#### **Certifications**

- Housing Credit Certified Professional, (HCCP)
- Compliance Professional Executive, (NCP-E)
- Assisted Housing Manager, (AHM)
- Tax Credit Certified Specialist, (TaCCS)
- Certified Occupancy Specialist, (COS)
- Public Housing Manage, (PHM)

#### **Education**

- BBA, Northwood University

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**Empower People. Enhance Communities.**

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## City of Flint PILOT Application

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### Tab D

### Ownership Description/Tax Information

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Project Name:

901 Flats



## **Ownership & Tax Information:**

### **I. Location:**

The proposed development will be located at 901 Garland Street, Flint, Michigan 48503. Parcel Number: 40-12-406-036. The full legal description is attached below.

### **II. Current Property Owner:**

The property is presently owned by AIS OF MICHIGAN, LLC, a Michigan-based LLC

### **III. Option to Purchase:**

The owners of AIS OF MICHIGAN, LLC are presently having our PSA reviewed by their attorney. We have attached our unsigned draft PSA on the last pages.

### **IV. Any and all Liens on the Property:**

None – N/A

### **V. Current Assessed Value of Property:**

\$306,400. See documentation below

### **VI. Other Assessments under Appeal:**

None – N/A

**SCHEDULE A  
LEGAL DESCRIPTION**

File Number **GT-98047**


Situated in the City of Flint, County of Genesee, State of Michigan, to-wit:

Part of Block A, of FENTON'S ADDITION TO THE VILLAGE OF GRAND TRAVERSE, according to the plat thereof as recorded in Deed Liber 75, Page 0, and part of CHARLES L. DECEUNICK'S WEST ADDITION TO THE VILLAGE OF GRAND TRAVERSE, as recorded in Deed Liber D, Page 19, and part of NEWCOMB'S ADDITION, as recorded in Deed Liber D, Page 67, Genesee County Records; and further described as beginning at the Northwest corner of Fifth Avenue and Garland Street; thence North along the West line of Garland Street, 780.64 feet to the Southwest corner of Garland Street and Seventh Avenue; thence West 92.50 feet along the South line of Seventh Avenue; thence South 76.64 feet parallel to West line of Garland Street; thence West 43.41 feet parallel to South line of Seventh Avenue; thence South 50.47 feet parallel to West line of Garland Street; thence West 135.64 feet parallel to South line of Seventh Avenue; thence South 101.89 feet along the East line of Lyon Street to the Northwest corner of Lot 3, of FENTON'S ADDITION; thence East 113.86 feet along the North line of Lot 3, of FENTON'S ADDITION; thence South 76.70 feet parallel to the East line of Lot 3, of FENTON'S ADDITION, to the Northeast corner of Lot 8, of NEWCOMB'S ADDITION; thence South 161.61 feet along the East line of Lots 8, 6 and 4, of NEWCOMB'S ADDITION; thence East 23.18 feet; thence South 58.77 feet; thence West 3.32 feet; thence South 155.70 feet along the West line of Lots 8, 7 and 6, of DECEUNICK'S WEST ADDITION; thence East 57.35 feet; thence South 95.34 feet to the North line of Fifth Avenue; thence East 78.27 feet along the North line of Fifth Avenue to point of beginning.

Commonly known as: 901 Garland St.  
Tax Id. #40-12-406-036

Parcel # 40-12-406-036  
I hereby certify that all taxes and/or tax liens payable to the City Treasurer have been paid. This does not include any other taxes. This certification is for recording purposes and does not relieve the taxpayer of the responsibility for payment of any lien(s) not collected due to clerical error.

D. Benjamin 03 8/22/06  
City Treasurer JMK Date

  
Instr: 20060820076802 08/28/2006  
P: 3 of 3 F: \$20.00 11:49AM  
Melvin Phillip McCree T200608200832  
Genesee County Register TC

END OF LEGAL DESCRIPTION

901 GARLAND ST FLINT, MI 48503 (Property Address)

Parcel Number: 40-12-406-036 Location ID: GARL-000901-0000-01



Item 1 of 6

5 Images / 1 Sketch

**Property Owner:** AIS OF MICHIGAN, LLC

**Summary Information**

> **Commercial/Industrial Building Summary**

Yr Built: 1920 # of Buildings: 4  
Total Sq.Ft.: 15,145

> **Property Tax information found**

> **Assessed Value: \$306,400 | Taxable Value: \$136,484**  
> **Utility Billing information found**

## Important Message

New site for City of Flint Tax payments!!!

### Owner and Taxpayer Information

**Owner**

AIS OF MICHIGAN, LLC  
G-11081 N CLIO RD  
CLIO, MI 48420

**Taxpayer**

AIS OF MICHIGAN, LLC  
G-11081 N CLIO RD  
CLIO, MI 48420

### Amount Due

Current Taxes: **\$9,035.65**

[Pay Now](#)

### Legal Description

LOTS 7 & 8; ALSO LOT 6 EXC WLY 57.3 FT OF SLY 32.1 FT; ALSO ELY 78 FT OF LOT 5, BLK 2, CHARLES L. DECEUNINCK'S ADDITION (WEST OF DETROIT ST); ALSO A CONTIG PART OF NEWCOMBE'S ADDITION BEING A SUBDIVISION OF OUTLOT 2, SMITH'S RESERVATION LYING NORTH OF FIFTH AVE BETWEEN DETROIT AND LYON STS DESC AS: LOTS 3, 5 AND 7; ALSO LOT 1 EXC WLY 23 FT, BLK A; ALSO A CONTIG PART OF FENTON'S ADDITION TO GRAND TRAVERSE DESC AS: LOTS 1, 2 & 4; ALSO ELY 21 FT OF LOT 3, BLK A; ALSO A CONTIG PART OF SEC 2, PLAT OF SECTIONS 2, 3, 4, 5, 6 & 8 BEING PART OF THE RESERVE AT NEAR THE GRAND TRAVERSE ON FLINT RIVER DESC AS: BEG AT SWLY COR OF SEVENTH AVE AND GARLAND ST; TH SLY ALG WLY LINE OF GARLAND ST, 152.63 FT TO NLY LINE OF LOT 1, BLK A, FENTON'S ADDITION TO GRAND TRAVERSE; TH WLY ALG NLY LINE OF SD ADDITION TO ELY LINE OF LYON ST; TH NLY ALG SD ELY LINE 25.37 FT; TH ELY = WITH SD NLY LINE, 132 FT; TH NLY = WITH WLY LINE OF GARLAND ST, 50.76 FT; TH ELY = WITH SLY LINE OF SEVENTH AVE, 39.5 FT; TH NLY = WITH WLY LINE OF GARLAND ST, 76.5 FT TO SLY LINE OF SEVENTH AVE; TH ELY ALG SD SLY LINE, 92.5 FT TO POB.

Recalculate amounts using a different Payment Date

You can change your anticipated payment date in order to recalculate amounts due as of the specified date for this property.

Enter a Payment Date

8/16/2021



[Recalculate](#)

### Tax History

## Important Message

Beginning March 3, 2015 all 2014 summer and winter taxes are payable at the Genesee County Treasurer office, 1101 Beach St Flint MI 48502.

Year	Season	Total Amount	Total Paid	Last Paid	Total Due	
2021	Summer	\$9,035.65	\$0.00		<b>\$9,035.65</b>	<a href="#">Pay Now</a>
2020	Winter	\$838.59	\$0.00		<b>\$838.59</b>	<a href="#">** Read Note(s) Above</a>
2020	Summer	\$8,996.01	\$4,980.77	11/30/2020	<b>\$4,015.24</b>	<a href="#">** Read Note(s) Above</a>
2019	Winter	\$790.96	\$790.96	01/06/2020	\$0.00	
2019	Summer	\$8,639.96	\$1,500.00	07/31/2019	<b>\$7,139.96</b>	<a href="#">** Read Note(s) Above</a>
2018	Winter	\$773.09	\$773.09	12/12/2018	\$0.00	
2018	Summer	\$8,453.74	\$0.00		<b>\$8,453.74</b>	<a href="#">** Read Note(s) Above</a>
2017	Winter	\$664.33	\$0.00		<b>\$664.33</b>	<a href="#">** Read Note(s) Above</a>
2017	Summer	\$8,284.68	\$0.00		<b>\$8,284.68</b>	<a href="#">** Read Note(s) Above</a>

[Load More Years](#)

**From:** [Matthew Butts](#)  
**To:** [Melissa Butts](#); [Nick Klein](#); [Nicklaus McKee](#); [Pete Schwiegeraht](#); [John Tucker](#)  
**Subject:** Re: 901 Garland St - PSA - MVAH Partners  
**Date:** Monday, August 16, 2021 9:43:35 AM

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MVAH Partners

Melissa and I are looking your proposal over and have sent a copy to our Attorney to advise us. John Tucker is his name and he is cc in this email.

We are now to the slow it down portion of conversation, ( insert Attorney ) but he is fantastic at keeping us from harm.

AIS of Michigan

3236 Owen rd.

Fenton Mi. 48430

The other address is our home.

Please keep Melissa and I in the loop as you now have both our emails.

Thanks again everyone

Matthew Butts

Fenton Memorials

810-629-2858

810-845-9240

On Sat, Aug 14, 2021 at 12:23 AM Melissa Butts <[buttsmelissa@yahoo.com](mailto:buttsmelissa@yahoo.com)> wrote:

Sent from my iPhone

Begin forwarded message:

**From:** Nick Klein <[Nick.Klein@mvaahpartners.com](mailto:Nick.Klein@mvaahpartners.com)>  
**Date:** August 6, 2021 at 11:11:25 AM EDT  
**To:** Melissa Butts <[buttsmelissa@yahoo.com](mailto:buttsmelissa@yahoo.com)>  
**Cc:** Nicklaus McKee <[Nicklaus.McKee@mvaahpartners.com](mailto:Nicklaus.McKee@mvaahpartners.com)>, Pete Schwiegeraht <[Pete.S@mvaahpartners.com](mailto:Pete.S@mvaahpartners.com)>  
**Subject:** 901 Garland St - PSA - MVAH Partners

Melissa,

Per our conversation yesterday, please find attached our PSA to purchase 901 Garland Street.

Should you have any comments, questions, or concerns do not hesitate to let us know.

Thanks!

	<b>Nick Klein</b>
	Financial Analyst
Empower People	9100 Centre Pointe Drive, Suite 210
Enhance Communities	West Chester, OH 45069
	C (513) 763-9543

## **Purchase and Sale Agreement**

This Purchase and Sale Agreement (this "Agreement") is effective as of \_\_\_\_\_, 2021, by MVAH Holding LLC, a Georgia limited liability company, or its successors and assigns (the "Purchaser") and AIS of Michigan, L.L.C., a Michigan limited liability company (the "Seller").

In consideration of the mutual promises and conditions contained in this Agreement, the parties agree as follows:

1. **Definitions.** Unless otherwise stated in this Agreement, all of the capitalized words in this Agreement have the meanings set forth in the Exhibit A hereof, or in other provision of this Agreement.

2. **Property Description.** On the day of Closing (defined below) selected by the Purchaser pursuant to the terms of Section 4.1 below (the "Closing Date") and subject to the performance of all conditions precedent contained in this Agreement, Purchaser agrees to purchase from Seller, and Seller agrees to sell and deliver possession to Purchaser, on the Closing Date, all of Seller's right, title, and interest in and to the Property, free and clear of all Encumbrances, except for the Permitted Encumbrances. If necessary, the exact legal description of the Property, in accordance with Section 5.1, shall be substituted for the legal description of the Property attached hereto as Exhibit B and attached to the Deed. Seller agrees that, if any portion of the total acreage of the Property cannot be used due to the existence of any Encumbrance, the legal description of the Property shall be adjusted, and additional unencumbered acreage added so that Purchaser will be able to use the Property for the Purchaser's Intended Use.

3. **Purchase Price; Deposit; Prorations.**

3.1. **Purchase Price.** The purchase price for all of Seller's right, title, and interest in and to the Property (the "Purchase Price") is Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00).

3.2. **Deposit.** Within ten (10) days after the date of this Agreement, Purchaser shall deliver to First American Title Insurance Company, 211 N. Pennsylvania St., Suite 1250, Indianapolis, Indiana 46204, or its affiliate chosen by Purchaser, which shall act as the escrow agent for the Closing (the "Title Company"), an earnest money deposit, in the amount of Fifteen Thousand and 00/100 Dollars (\$15,000.00), to be held in an account and in accordance with the terms of this Agreement (the "Deposit"). Interest earned on the Deposit shall be considered part of the Deposit, if any. If Purchaser is unsuccessful in receiving an award of housing tax credits for the project that involves this Property and Agreement (as more fully described in Section 5.1.9, below), then in that event, Purchaser shall be entitled to terminate this Agreement and the Deposit shall be immediately returned to Purchaser. However, in the event Purchaser receives an award of housing tax credits the Deposit shall become non-refundable ten (10) business days following the date on which Purchaser submits the reservation fee to the tax credit authority. Notwithstanding the foregoing, in the event of a Seller default the Deposit shall be returned to Purchaser. If Purchaser purchases the Property, such Deposit shall be applied by Seller as a credit towards the Purchase Price. If Purchaser fails to perform its obligations, or otherwise terminates this Agreement in violation of this Agreement, Seller shall be entitled to retain the Deposit and any accrued Extension Fees as its sole and exclusive damages under this Agreement.

3.3. **Prorations.** The balance of the Purchase Price, after application of any credits or prorations set forth in this Agreement and the application of the Deposit, shall be delivered by Purchaser in accordance with Section 4.3 of this Agreement, by certified or official bank check or wire transfer to the order of the Title Company, subject to the prior delivery in escrow of all instruments of transfer and conveyance in accordance with this Agreement.



#### **4. Closing Date; Closing Deliveries; Costs and Expenses.**

4.1. Closing Date. Subject to the satisfaction of all terms and conditions of this Agreement, the closing under this Agreement shall take place as an escrow closing through the offices of the Title Company on a date that is within thirty (30) days after the expiration of the Inspection Period, as extended pursuant to this Agreement, as determined by Purchaser in its sole and absolute discretion, by providing notice to Seller.

4.2. Seller's Deliveries to Title Company. Subject to the conditions and obligations of this Agreement, Seller shall make the following deliveries to the Title Company or Purchaser, and perform the following acts, at least two (2) days prior to the Closing Date:

4.2.1. A duly executed general warranty deed, transferring to Purchaser any and all of Seller's right, title, and interest in and to the Property (the "Deed"), conveying fee simple, good and marketable title to the Property, free and clear of any and all Encumbrances, other than the Permitted Encumbrances applicable thereto, and containing any and all release of dower, courtesy and/or other marital rights, if applicable, as required by state law.

4.2.2. Closing statement (the "Closing Statement"), prepared by the Title Company, executed by Seller, conforming to the proration and other relevant provisions of this Agreement.

4.2.3. A certificate of the shareholder/partners/members of Seller certifying copies of: (i) formation documents of Seller; (ii) all requisite resolutions or actions of Seller approving the execution and delivery of this Agreement and the consummation of the transactions contemplated herein; and (iii) the signature of each authorized representative of Seller.

4.2.4. A bill of sale, assignment of leases and such other documents as are necessary to convey to Purchaser all of Seller's right, title and interest in and to the Property other than the real property, including, without limitation, the Tangible Personal Property, Reports, Leases and Licenses, free and clear of any and all Encumbrances, other than the Permitted Encumbrances applicable thereto.

4.2.5. An affidavit with respect to mechanics' liens, certifying that there are no unpaid bills for services rendered or material furnished to the Property, and an agreement indemnifying the Title Company and Purchaser against claims for such services or materials.

4.2.6. Any and all other documents and instruments incidental to the transactions contemplated by this Agreement and reasonably requested by Purchaser, any Governmental Authority, or Title Company, including but not limited to: (a) the standard affidavit required by the Title Company for the removal of the standard preprinted exceptions from the title insurance policies; and (b) a Certificate of Non-Foreign Status or other evidence satisfactory to Purchaser and the Title Company confirming that Purchaser is not required to withhold or pay to the Internal Revenue Service any part of the "amount realized" as such term is defined in the Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant thereto.

4.3. Purchaser's Deliveries to Title Company. Subject to the conditions and obligations of this Agreement, Purchaser shall make the following deliveries to the Title Company or Seller, and perform the following acts, at least two (2) days prior to the Closing Date, unless otherwise noted:

4.3.1. Closing Statement, executed by Purchaser.

4.3.2. Purchaser shall deliver the Purchase Price, as adjusted by this Agreement, to the Title Company, on or before the Closing Date.

4.3.3. A certificate of the members of Purchaser certifying copies of: (i) the formation documents of Purchaser; (ii) all requisite resolutions or actions of Purchaser approving the execution and delivery of this Agreement and the consummation of the transactions contemplated herein; and (iii) the signature of each authorized representative of Purchaser.

4.3.4. All other documents and instruments incidental to the transactions contemplated by this Agreement and reasonably requested by Seller or Title Company.

4.4. Costs and Expenses. Seller shall pay for the following expenses relative to this transaction: (i) its own attorneys' fees; (ii) one half of the Title Company's closing and escrow fees; and (iii) all costs and expenses of transferring and recording the deed of conveyance, including, but not limited to transfer fees, documentary stamp and/or conveyance taxes of transferring the Property. Purchaser shall pay for the following expenses relative to this transaction: (i) one half of the Title Company's closing and escrow fee; (ii) its own financing expenses, if any; (iii) its own attorneys' fees; (iv) all of the premium cost of an owner's policy of title insurance and endorsements; and (v) costs and expense of the Survey.

## **5. Inspection Period; Seller's Deliverables.**

5.1. Inspection Period. Purchaser, at Purchaser sole cost and expense, shall have until 5 p.m. EST on February 25, 2022, or such other date as mutually agreed upon by Seller and Purchaser (the "Inspection Period"), in which to conduct its due diligence review of the Property, testing, investigations and inspections of the physical aspects of the Property, and otherwise to determine the desirability and utility of the Property for Purchaser's intended use, as determined by Purchaser, in Purchaser's sole and absolute discretion, including but not limited to the following:

5.1.1. Zoning and Permits. Purchaser shall have confirmed that the Property is zoned to permit the construction of multi-family residential housing units (the "Purchaser's Intended Use"). If the Property must be rezoned for Purchaser's Intended Use, Seller agrees to cooperate with Purchaser in the rezoning process. Purchaser, at its cost and expense, shall have obtained, upon terms and conditions satisfactory to Purchaser, all necessary permits, licenses, variances and approvals (collectively, the "Permits") pertaining to the building, occupancy, signs, utilities, curb cuts, driveways (including ingress and egress to and from public thoroughfares), zoning, use, environmental controls, and any other permits which, in the sole judgment of Purchaser, are necessary for Purchaser's Intended Use. Seller agrees to execute any applications or other documents and make such other appearances as reasonably requested by Purchaser in order to obtain the Permits.

5.1.2. Utilities. Purchaser shall have confirmed that all utilities, including telephone, storm sewer, sanitary sewer, water, gas and electric (collectively, the "Utilities") have been adequately extended within satisfactory easements or rights-of-way to a location on the perimeter of the Property at which Purchaser can tap into and receive service without the imposition of tap-in charges to Purchaser other than tap-in charges which are customarily and normally charged in the locality in which the Property is located. Such Utilities shall be available in a size and pressure appropriate for Purchaser's Intended Use. Seller shall grant, or cause to be granted to Purchaser all necessary utility easements.

5.1.3. Easements. Purchaser shall have obtained at or prior to Closing all other easements or licenses deemed necessary by Purchaser upon terms and conditions acceptable to Purchaser. Seller agrees to reasonably cooperate with Purchaser in obtaining any such easements or licenses.

5.1.4. Lot Split. Purchaser may, at Purchaser's sole cost and expense, complete any subdivision or lot split of Seller's property which is necessary in order to convey the Property to Purchaser as a separate, transferable and taxable parcel. Purchaser may obtain, at Purchaser's sole cost, a certified survey, bearing a legal description, made by a licensed surveyor, showing the area, dimensions and location of the Property to the nearest monuments, streets, alleys or property, the location of all improvements, utilities and encroachments, the location of all proposed and recorded easements against or appurtenant to the Property, and not disclosing any condition rendering the Property unusable, in Purchaser's sole judgment, for the intended purpose of Purchaser. The Property shall not be located in a flood plain and the survey shall confirm that the Property totals approximately 2.6 acres free of any easements or restrictions related to wetlands or waterways under the jurisdiction of the Army Corp. of Engineers, the State where the Property is located or any other governmental entity or agency.

5.1.5. Soil Tests. Purchaser shall obtain, at Purchaser's cost and expense, borings, percolation tests, toxic or hazardous substance tests and other tests (collectively, the "Soil Tests") showing that the Property is satisfactory, in Purchaser's sole judgment, for building foundations and the construction, operation and financing of the improvements which Purchaser may wish to make. Seller hereby grants to Purchaser, its agents or contractors, the right to enter upon the Property to make the Soil Tests and surveys; provided, however, that the tests and survey shall be conducted so as not to damage Seller's property.

5.1.6. Title Insurance. Purchaser shall have obtained a satisfactory Title Commitment in accordance with Section 6.1 of this Agreement.

5.1.7. Environmental Phase I and Related Testing. Purchaser, at Purchaser's cost and expense, shall have obtained a current satisfactory all appropriate inquiries Phase I Environmental Audit of the Property and any other environmental testing which Purchaser deems reasonably necessary to evaluate potential environmental risks related to the Property.

5.1.8. Financial Feasibility. Purchaser must have determined, in its sole and absolute discretion, that the purchase and development of the Property for Purchaser's Intended Use is financially feasible.

5.1.9. Receipt of LIHTC Allocation. The Property shall have received an allocation of Section 42 Low Income Housing Tax Credits and/or Historic Tax Credits, if applicable, from the appropriate agency in an amount deemed sufficient by Purchaser, in its sole discretion.

5.1.10. Financing. Purchaser shall have obtained a binding commitment for debt and equity financing in amounts and on terms satisfactory to Purchaser in its sole and absolute discretion to use the Property in accordance with Purchaser's Intended Use.

5.1.11. Leases. Purchaser shall have received and reviewed all Leases as well as a rent roll for the Property, including a list of all security deposits and any delinquencies which Leases and rent roll shall be acceptable to Purchaser in its sole discretion.

5.1.12. Termination. If Purchaser determines in its sole and absolute discretion that the Property is not acceptable, Purchaser shall have the right for any reason or no reason either to: (a) terminate this Agreement by written notice to Seller on or before expiration of the Inspection Period, or any extensions thereof as mutually agreed upon by Seller and Purchaser and the Title Company shall immediately return the Deposit and any Extension Fee paid prior to termination to Purchaser and neither party shall have any further rights or obligations to the other under this Agreement, subject to the

conditions set forth in Section 3.2 and Section 5.2; or (b) waive the requirements and/or contingencies regarding such due diligence review and proceed with this Agreement.

5.2. Extension of Inspection Period. Purchaser shall have the option to extend the Inspection Period for three (3) periods of ninety (90) days each provided Purchaser delivers to Seller a written notice of its exercise of the extension of the Inspection Period prior to the expiration of the Inspection Period, as extended, and deposits with the Title Insurance Company an extension fee in the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) for each extension (each, an "Extension Fee"), which Extension Fee(s) shall become non-refundable but credited against the Purchase Price at Closing except in the event of a Seller default in which event the Extension Fee(s) shall be refunded to Purchaser, or as provided in Section 6.1 and Section 12, in which even the Extension Fee(s) shall be refunded to Purchaser.

5.3. As a material inducement to Purchaser's execution hereof, Purchaser and Seller agree that it would be impracticable and extremely difficult to fix actual damages in case of Purchaser's default. Seller agrees that the amount of the Deposit and any Extension Fee paid prior to default or Purchaser's notice to Seller of its intent to default is a reasonable estimate of such damages, and that Seller shall retain the Deposit and any paid Extension Fee as liquidated damages, and its sole remedy against Purchaser. Furthermore, Seller agrees that the amount of the Deposit and any paid Extension Fee is a sufficient remedy for such Purchaser default, Seller shall no longer have any cause of action or claim against Purchaser in law or in equity, including specific performance, and Purchaser shall be fully released from any action of Seller arising out of Purchaser's alleged breach of this Agreement. The parties further agree that the Deposit and any paid Extension Fee is a reasonable sum considering all of the circumstances of the transactions contemplated by this Agreement.

5.4. Seller's Deliverables. Within seven (7) days after the date of this Agreement, Seller agrees to provide Purchaser with copies of any and all environmental reports, wetlands permits, geotechnical reports, concurrency documents, plans and specifications, plans, bids, covenants, construction contracts, aerial photographs, development agreements, warranties, leases and rent roll, topos, correspondence, utility locations and capacity documents, traffic studies, surveys, title work commitments or policies, surveys, soil tests or other inspection reports regarding the Property which are in Seller's possession and any and all reports or information in Seller's possession affecting the Property. Upon request by Purchaser, Seller shall within three (3) business days, shall deliver to Purchaser copies of any and all other due diligence items requested by Purchaser.

## **6. Title Commitment; Survey.**

6.1. Title Commitment. Prior to thirty (30) days before the expiration of the Inspection Period as same may be extended, Purchaser may cause to be furnished to Purchaser, at Purchaser's costs and expense, a title insurance report and commitment for an ALTA Owner's Title Insurance Policy in a coverage amount equal to the amount of the Purchase Price, from the Title Company (the "Title Commitment"), in which the Title Company commits that upon delivery and recordation of the Deed and other documents provided for in this Agreement, the Title Company will issue, at its usual rate, an ALTA Owner's Title Insurance Policy, insuring access to the Property and such other endorsements as Purchaser may request (the "Title Policy"). Title to the Property shall be good and marketable in fee simple in the name of Seller, as determined in accordance with the standards of the state bar association where the Property is located and free and clear of all Encumbrances other than Permitted Encumbrances. If the Title Commitment or the exceptions show that title is unmarketable, then Purchaser shall notify Seller of Purchaser's objections prior to the expiration of the Inspection Period. Seller shall undertake, with due diligence, to have the defects identified by Purchaser eliminated. If Seller is unable or unwilling to eliminate defects identified by Purchaser within fifteen (15) days, Seller shall notify Purchaser in writing,

and Purchaser shall have the option, within fifteen (15) days of the written notice by Seller, to be exercised in Purchaser's sole discretion, to: (i) proceed with Closing of this transaction subject to such title defects; or (ii) terminate this Agreement, in which event the Title Company shall return to Purchaser the Deposit and any Extension Fees. Notwithstanding the foregoing, Purchaser shall have the right to object to any new title exceptions which are identified between the date of the Title Commitment and the Closing Date.

6.2. Survey. Prior to thirty (30) days before the expiration of the Inspection Period as same may be extended, Purchaser may cause to be delivered to Purchaser, a survey of the Property, at Purchaser's cost and expense (the "Survey").

7. **Representations by Seller**. As of the date of this Agreement and as of the Closing Date:

7.1. Title to Property. Seller represents that Seller has good, marketable and indefeasible fee simple title to the Property, free and clear of all Encumbrances of any nature except Permitted Encumbrances. The Property constitutes all of the Property necessary and sufficient to conduct the operations of the Property in accordance with Seller's past practices. On the Closing Date the Property shall be unoccupied and free of any lease or other right of possession or claim of right of possession by any person or entity other than Purchaser. No easements or other encumbrances affect the Property which would interfere, prevent or frustrate the use of the Property for Purchaser's Intended Use.

7.2. Authority and Organization. Seller represents that it is a limited liability company, duly organized, validly existing, and in good standing under the laws of the State of Michigan, and has all requisite power and authority to carry on its business as it is presently being conducted. Seller represents that Seller has obtained or will obtain all necessary approvals to authorize the transaction and consummate the transfer of the Property as herein contemplated.

7.3. Enforceability. Seller represents that this Agreement has been duly authorized and approved by Seller, has been duly and validly executed and delivered by Seller and is a valid and legally binding agreement of Seller, enforceable against Seller in accordance with its terms, except to the extent that such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relative to or affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether in equity or at law). The execution and delivery of this Agreement have been duly authorized and validly executed and delivered by Seller, and will not: (i) constitute or result in the breach of or default under any oral or written agreement to which Seller is a party or which affects the Property; (ii) constitute or result in a violation of any order, decree or injunction with respect to which Seller and/or the Property is bound; (iii) cause or entitle any party to have a right to accelerate or declare a default under any oral or written agreement to which Seller is a party or which affects the Property; and or (iv) violate any provision of any municipal, state or federal law, statutory or otherwise, to which Seller or the Property may be subject.

7.4. Transfer of Property; Compliance with Laws. Seller represents that on the Closing Date, Seller will transfer the Property and possession of the Property to Purchaser. Seller represents that the Property is in good standing and in compliance with all applicable covenants, conditions, restrictions, easements, laws, regulations, rules affecting the Property and for which the Property is subject. Seller represents that neither Seller nor the Property has received any notice of and there exist no known proceedings or investigations by any Governmental Authority against or affecting the Property.

7.5. Continued Compliance with Laws. The continued compliance with all legal requirements relating to the Property is not dependent on facilities located at any other property; and compliance by any

other property with any legal requirements applicable to the other property is not dependent on the Property.

7.6. Property Rights. Seller represents that other than this Agreement, there are no outstanding options, contracts, commitments, warranties, pledges, agreements or other rights of any character entitling any Person to acquire any or all of the Property. Further, all service and maintenance contracts with respect to the Property will, unless Purchaser notifies Seller in writing during the Inspection Period that Purchaser intends to assume the same, be terminated by Seller, at Seller's cost, at Closing.

7.7. Litigation. There is no pending or threatened litigation, arbitration, administrative action or examination, claim, or demand whatsoever relating to the Property. No attachments, execution proceedings, liens, assignments or insolvency proceedings are pending or threatened against Seller or the Property or contemplated by Seller. Seller is not contemplating the institution of insolvency proceedings.

7.8. Eminent Domain. Seller has no knowledge of any pending or contemplated eminent domain, condemnation, or other governmental or quasi-governmental taking of any part or all of the Property, including, but not limited to, any action that would compromise access to the Property due to changes in public roads or impact the availability of utilities to the Property. Seller has no knowledge of any pending moratorium or other action which would impact construction on the Property.

7.9. Assessments/Tax Appeals. Seller has not been notified of any possible future improvements by any public authority, any part of the cost of which might be assessed against any part of the Property. Seller has not appealed the current tax valuation of the Property and has no knowledge of any existing or potential changes in the tax value of the Property.

7.10. Environmental. To the best of Seller's knowledge, Seller: (i) has not used the Property for the storage, treatment, generation, production or disposal of any toxic or hazardous waste, material or substance nor does Seller have knowledge of such use by others; (ii) has not caused or permitted and has no knowledge of the release of any toxic or hazardous waste, material or substance on or off site of the Property; (iii) has not received any notice from any governmental authority or other agency concerning the removal of any toxic or hazardous waste, material or substance from the Property; and (iv) has disclosed to Purchaser the location of all underground storage tanks on the Property, if any. No event has occurred with respect to the Property which would constitute a violation of any applicable environmental law, ordinance or regulation.

7.11. Zoning. The Property is zoned D-3 COMMUNITY BUSINESS DISTRICT which allows for multi-family use in accordance with the Purchaser's Intended Use.

8. **Representations by Purchaser**. As of the date of this Agreement and as of the Closing Date:

8.1. Authority and Organization. Purchaser represents that it is a Georgia limited liability company, duly organized, validly existing, and in good standing under the laws of the State of Georgia, and has all requisite power and authority to carry out the transactions contemplated by this Agreement and has obtained all necessary approvals to authorize the transaction and consummate the transfer of the Property as herein contemplated.

8.2. Enforceability. This Agreement has been duly authorized and approved by Purchaser, has been duly and validly executed and delivered by Purchaser and is a valid and legally binding agreement of Purchaser, enforceable against Purchaser in accordance with its terms, except to the extent that such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relative

to or affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether in equity or at law).

8.3. **No Conflict.** The execution, delivery and performance of this Agreement by Purchaser will not breach any statute or regulation of any Governmental Authority, and will not conflict with or result in a breach of or default under any of the terms, conditions or provisions of any order, writ, injunction, decree, agreement or instrument to which Purchaser is a party.

9. **Covenants of Seller.** Prior to the termination of this Agreement or the Closing Date, Seller covenants and agrees that it:

9.1. Shall not enter into any contract or agreement for the sale, lease, transfer, mortgage, easement, lien, encumbrance, hypothecate, pledge, encumber or assign any of the Property or Seller's interest in the Property or the interest in Seller.

9.2. Shall promptly notify Purchaser of any event, condition or circumstance occurring from the date hereof to the Closing Date that would constitute a violation or breach of this Agreement by Seller.

9.3. May, solely in connection with and as a necessary step in permitting the contemplated transaction to qualify as an Internal Revenue Code Section 1031, Like-Kind Exchange, restructure the manner in which the Property is held, provided, however, such restructuring shall not occur without the prior written approval of Purchaser.

9.4. Not enter into any contracts or other commitments regarding the Property, either with any Governmental Authority (including, but not limited to, zoning changes, site plan approvals, density shifts, or platting or replatting) or with any private person or party, without having first obtained the prior written consent of Purchaser thereto in each instance.

10. **Indemnification.** Each party to this Agreement shall indemnify and hold harmless and shall reimburse the other party to this Agreement and its respective officers, members, agents, and employees, for, any loss, liability, claim, damage, expense (including but not limited to, costs of investigation and defense and attorneys' fees), whether or not involving a third party claim, arising from or in connection with: (a) any material inaccuracy in any of the representations and warranties in this Agreement; or (b) any failure to perform or comply with any Agreement to be performed or complied with by it in this Agreement.

11. **Remedies.**

11.1. If Seller should fail to perform in accordance with this Agreement, or otherwise breach any of the terms, covenants, agreements, representations or warranties contained in this Agreement, then: (i) Purchaser may terminate this Agreement and upon such termination, the parties hereto shall be released from any and all obligations arising hereunder or as a result of their course of dealings and the Deposit and any Extension Fee(s) shall be immediately delivered to Purchaser; (ii) Seller agrees to reimburse Purchaser for all actual expenses and costs of Purchaser in connection with its due diligence regarding this Agreement and the purchase of the Property; and (iii) Purchaser may pursue any and all remedies available to Purchaser under law or equity, including the right of specific performance of the obligations of Seller hereunder.

11.2. If Purchaser should fail to perform in accordance with this Agreement, or otherwise breach any of the terms, covenants or agreements contained in this Agreement, then Seller may terminate

this Agreement and upon such termination, the parties hereto shall be released from any and all obligations arising hereunder or as a result of their course of dealings and the Deposit and any Extension Fee paid prior to breach shall be immediately delivered to Seller, such sum being agreed upon as the sole damages for the failure of Purchaser to perform the duties, liabilities and obligations imposed on it by the terms and provisions of this Agreement. Seller agrees to accept and take the Deposit and paid Extension Fee as its total damages and relief as Seller's sole remedy hereunder.

**12. Condemnation; Destruction.** If, prior to the Closing Date, all or any significant portion of the Property is taken by eminent domain (or is the subject of a pending or contemplated taking which has not been consummated) or if a material part of the Property, including any means of ingress thereto or egress therefrom is damaged or destroyed by fire or other casualty prior to the Closing Date, Seller shall notify Purchaser of that fact, and Purchaser shall have the option to terminate this Agreement upon notice to Seller and not later than ten (10) days after receipt of Seller's notice; in which case, all obligations of Seller and Purchaser hereunder will be extinguished and the Deposit and Extension Fee(s) shall be immediately delivered to Purchaser.

**13. Assignment.** Purchaser may assign its interest or rights or obligations in this Agreement to an affiliated entity of Purchaser, without the consent of Seller. Purchaser must obtain the consent of Seller to assign Purchaser's interest or rights or obligations in this Agreement to any individual or entity which is not an affiliated entity of Purchaser.

**14. Notices.** Either party may change its address by notice to the other party. Any notice provided or permitted to be given under this Agreement must be in writing and may be served: (i) by depositing the same in the United States mail or with a reputable nationwide delivery service, addressed to the party to be notified, postage prepaid, and overnight, registered or certified with return receipt requested; or (ii) by delivering by a national courier service. Notice given in accordance with (i) above shall be effective three (3) days after mailed. Notice given in accordance with (ii) above shall be effective upon delivery by the national courier at the address of the addressee. Notwithstanding the foregoing, notice pursuant to Paragraph 5.1.12 may be provided to Seller and its representative via email. For purposes of notice, the addresses of the parties shall be as follows:

**Seller:**

AIS of Michigan, LLC  
7376 Silver Cove Ct.  
Linden, Michigan 48451  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

**Purchaser:**

MVAH Holding LLC  
9100 Centre Pointe Drive, Suite 210  
West Chester, OH 45069  
Attention: Brian McGeady  
Telephone: (513) 964-1141  
Email: [Brian.McGeady@mvaahpartners.com](mailto:Brian.McGeady@mvaahpartners.com)



with a copy to:

Strauss Troy Co., LPA  
50 E. Rivercenter Blvd., Suite 1400  
Covington, Kentucky 41011  
Attention: Pete A. Smith, Esq.  
Telephone: (513) 768-9734  
Email: [pasmith@strausstroy.com](mailto:pasmith@strausstroy.com)

15. **Entire Agreement and Amendments.** This Agreement, together with the schedules and exhibits hereto, each of which is deemed to be a part hereof, contains the entire understanding between the parties hereto concerning the subject matter hereof and it is understood and agreed that all negotiations and agreements heretofore had between the parties are merged herein.

16. **Amendment; Waiver.** This Agreement may be amended, modified or supplemented only by an agreement in writing signed by all parties hereto. The parties agree that there are no oral agreements, understandings, representations or warranties that are not expressly set forth herein. Neither the failure nor any delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, or of any other right, power or remedy; nor shall any single or partial exercise of any right, power or remedy preclude any further or other exercise thereof, or the exercise of any right, power or remedy. Except as expressly provided herein, no waiver of any of the provisions of this Agreement shall be valid unless it is in writing and signed by the party against whom it is sought to be enforced.

17. **Successors and Assigns.** The agreements and representations herein shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties.

18. **Time of Essence.** Time is of the essence of all provisions of this Agreement.

19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State where the Property is located, without regard to conflicts of laws principles of that state. In the event of the bringing of any action or suit by either party against the other arising out of this Agreement, the party in whose favor final judgment shall be entered shall be entitled to recover from the other party all costs and expenses of suit, including reasonable attorney's fees.

20. **Counterparts; Facsimile.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall constitute an original, but all of which together shall constitute but one instrument. Signatures transmitted by facsimile shall have the same effect as original signatures.

21. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of such invalidity or unenforceability does not destroy the basis of the bargain among the parties as expressed herein, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

22. **Captions and Headings.** The captions and headings of this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

23. **Multiple Sellers.** If two or more persons constitute this Agreement each as a seller, the word "Seller" shall be construed as if it reads "Sellers" throughout this Agreement.

24. **Acceptance.** In the event this Agreement is not signed simultaneously by Purchaser and Seller, it shall be considered to be an offer made by the party first executing it.

25. **Interpretation, No Presumption; Survival.** This Agreement has undergone drafts with the negotiated suggestions of all parties and therefore no presumption shall arise favoring any party by virtue of the authorship of this Agreement or any of its provisions. The parties hereto have been advised by their respective legal counsel regarding the form and substance of the provisions contained herein. The use of the word "including" in this Agreement means including, without limitation, the items following. All of the representations, warranties and covenants made in this Agreement shall survive the Closing.

26. **Date of Performance.** If the date for performance of any act under this Agreement falls on a Saturday, Sunday or federal holiday, the date for such performance shall automatically be extended to the first succeeding business day that is not a Saturday, Sunday or federal holiday.

27. **Pre-Closing Marketing.** Seller acknowledges that Purchaser will be applying for an award of Section 42 Low Income Housing Tax Credits, Senior Independent Living Tax Credits and/or Historic Tax Credits (the "Credits") to assist Purchaser in its purchase and/or operation of the Property. At such time as Purchaser may be awarded such Credits, Seller agrees that Purchaser may begin to promote and market the Property by reasonable means that do not unduly interfere with the Seller's operation or ownership of the Property, including the placement of signage upon the Property and the open marketing of the Property for Purchaser's Intended Use.

28. **Apportionments.** Adjustments to the Purchase Price paid hereunder shall be made between Seller and Purchaser and shall be prorated as applicable upon the Closing Date. For purposes of all prorations provided for herein, Seller shall be responsible for all days prior to the Closing Date and Purchaser shall be responsible for the Closing Date and all days on or after the Closing Date. All prorations shall be made on a 365-day calendar year basis and the actual number of days in the month of the Closing Date.

28.1. All income and expense, including but not limited to applicable prepaid expenses, rents, cash adjustments, and accrued liabilities, attributable to the ownership of the Property, measured and prorated between Seller and Purchaser on an accrual basis until the Closing Date will be for the account of the Seller and on or after the Closing Date are for the account of the Purchaser.

28.2. Seller shall pay or credit against the Purchase Price all unpaid real estate taxes, including penalties and interest, for all tax years preceding the Closing Date, and shall credit a portion of such taxes for the tax year in which the Closing is held, prorated through the Closing Date. The proration of such taxes shall be based on a 365-day year and on the most recently available rate and valuation and the amount so computed and adjusted shall be final. Seller shall pay any special assessments which: (a) are a lien on the Property on the Closing Date, whether such assessments are past due, then due or thereafter to become due; or (b) are not a lien but are then known and will be payable in whole or in part after the Closing Date.

28.3. Seller is responsible for the payment of any and all agricultural tax recoupment charges and/or deferred real estate taxes for the Property.

28.4. Seller shall transfer to Purchaser any and all security deposits relating to any and all leases or other funds held in trust for tenants of the Property, if any.

29. **Brokers.** The parties acknowledge that no real estate agent, broker or company has been used in this transaction by either party and no party has taken any actions which would give rise to a claim for any commission. Purchaser and Seller each covenant and agree to defend, indemnify and save the other harmless from any actions, damages, fees, real estate commissions, costs and/or expenses (including reasonable attorneys' fees) resulting from or claimed to be due on account of the purchase and sale of the Property due to the acts of the other party, except for claims arising from the Purchaser's Broker or the Seller's Broker. These reciprocal indemnities shall include the costs of discharging any lien and the cost of defending any litigation, including reasonable attorney's fees (the party to be indemnified shall have the right to choose its own counsel).

30. **Operations Pending Closing.** Seller, at its expense, shall use reasonable efforts to maintain the Property until the Closing or sooner termination of this Agreement, substantially in its present condition and pursuant to Seller's normal course of business (such as maintenance obligations but not including extraordinary capital expenditures or expenditures not incurred in such normal course of business), subject to ordinary wear and tear, damage by fire or other casualty and condemnation. In addition, Seller shall deliver to Purchaser a copy of any written notice of default delivered by Seller to any Tenant.

*[Signatures on the Next Page.]*

**Purchase and Sale Agreement**

**Signature Page**

IN WITNESS WHEREOF, Seller and Purchaser have executed this Purchase and Sale Agreement as of the date listed above.

**Seller:**

AIS of Michigan, L.L.C.,  
a Michigan limited liability company

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Purchaser:**

MVAH Holding LLC,  
a Georgia limited liability company

By: \_\_\_\_\_  
Print Name: Brian McGeady  
Its: Authorized Signer

*[End of Signatures]*

## **Purchase and Sale Agreement**

### **Exhibit A**

#### **Definitions**

For the purposes of this Agreement, the following terms shall have the following meanings:

**"Appurtenances"** mean all rights, privileges, easements, hereditaments, tenements and rights-of-way appurtenant to, or used in connection with, the beneficial use and enjoyment of the Property, including, without limitation, all right, title and interest, if any, of Seller in and to all water rights, open or proposed highways, streets, roads, roadways, avenues, alleys, sidewalks, easements, strips, gores or rights-of-way, ingress and egress, in, on, across, under, in front of, contiguous to, adjacent to, abutting, adjoining or otherwise benefiting the Property, both public and private.

**"Property"** means that certain approximately 2.6 acres of real property, net of any wetlands or waterways, located at 901 Garland Street, Flint, Genesee County, Michigan 48503, and known as Tax ID No. 40-12-406-036, and more particularly described in Exhibit B, together with all Improvements, Appurtenances, together with all of Seller's right, title and interest in and to the following: (i) the Tangible Personal Property; (ii) any and all signage, identifying names and all marketing materials of or associated with the real property; (iii) any and all Licenses; (iv) any and all Records; (v) goodwill, trademarks, trade names, service marks, telephone and facsimile numbers regarding the foregoing real property; (vi) all such other tangible or intangible property used or useful in the ownership of the Property; and (vii) any and all contracts, agreements, and other arrangements relating to the ownership of the foregoing real property, including any existing lease and any and all service contracts relating to third party service providers of the foregoing real property, as determined by Purchaser during the Inspection Period.

**"Encumbrance"** means any lien, pledge, mortgage, charge, deed of trust, security interest, claim, lease, charge, option, right of first refusal, easement, servitude, encroachment or other survey defect, transfer restriction, easements and restrictions related to wetlands and waterways, or other encumbrance of any nature whatsoever.

**"Governmental Authority"** or **"Governmental Authorities"** mean any government or political subdivision thereof, whether federal, state, local or foreign, or any agency or instrumentality of any such government or political subdivision, or any court or arbitration body, having authority over the Property.

**"Improvements"** mean all improvements, buildings, structures and fixtures currently located on the Property or to be located on the Property as of the Closing Date, excluding any fixtures owned by tenants, including, without limitation, all heating and air conditioning systems, parking facilities and services, refrigeration, ventilation or other utilities, facilities or services located on the Property or owned by Seller and used in connection with the Property.

**"Leases"** mean each and every lease of space at the Property and any amendments thereto (a) in full force and effect as of the Effective Date and/or (b) executed by Seller after the Effective Date in compliance with the terms and provisions of this Agreement.

**"Licenses"** mean all of the following owned by Seller, any and all licenses, permits, certificates, consents, registrations, certifications, approvals, operating rights, service contracts, intellectual property, waivers and other authorizations, whether issued or granted by any Governmental Authority or by any other Person, with respect to the Property.

"Permitted Encumbrance" means: (a) any mortgage or related security documents on the Property to be released on or before the Closing Date; (b) easements and restrictions of record which do not interfere in any material respect with the ownership of the Property for Purchaser's Intended Use; (c) liens for real property taxes not yet due and payable; and (d) other exceptions approved in writing by Purchaser.

"Person" means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, or other organization, whether or not a legal entity, and any Governmental Authority.

"Records" mean any and all books, lists, leases, documents, manuals, marketing information, databases, and specifications, architectural renderings, warranties, blueprints, floor plans, mylars, forms and records used in connection with the Property and/or any Improvements on the Property.

"Tangible Personal Property" means all furnishings, fixtures, furniture, artwork, apparatus, appliances, tools, machinery, accessories, equipment, and other tangible personal property of any type or description owned by Seller and used or held for use in connection with the ownership of the Property, if any.

## Purchase and Sale Agreement

### Exhibit B

#### Legal Description of the Property

Situated in the City of Flint, County of Genesee, State of Michigan, to-wit:

Part of Block A, of FENTON'S ADDITION TO THE VILLAGE OF GRAND TRAVERSE, according to the plat thereof as recorded in Deed Liber 75, Page 0, and part of CHARLES L. DECEUNICK'S WEST ADDITION TO THE VILLAGE OF GRAND TRAVERSE, as recorded in Deed Liber D, Page 19, and part of NEWCOMB'S ADDITION, as recorded in Deed Liber D, Page 67, Genesee County Records; and further described as beginning at the Northwest corner of Fifth Avenue and Garland Street; thence North along the West line of Garland Street, 780.64 feet to the Southwest corner of Garland Street and Seventh Avenue; thence West 92.50 feet along the South line of Seventh Avenue; thence South 76.64 feet parallel to West line of Garland Street; thence West 43.41 feet parallel to South line of Seventh Avenue; thence South 50.47 feet parallel to West line of Garland Street; thence West 135.64 feet parallel to South line of Seventh Avenue; thence South 101.89 feet along the East line of Lyon Street to the Northwest corner of Lot 3, of FENTON'S ADDITION; thence East 113.86 feet along the North line of Lot 3, of FENTON'S ADDITION; thence South 76.70 feet parallel to the East line of Lot 3, of FENTON'S ADDITION, to the Northeast corner of Lot 8, of NEWCOMB'S ADDITION; thence South 161.61 feet along the East line of Lots 8, 6 and 4, of NEWCOMB'S ADDITION; thence East 23.18 feet; thence South 58.77 feet; thence West 3.32 feet; thence South 155.70 feet along the West line of Lots 8, 7 and 6, of DECEUNICK'S WEST ADDITION; thence East 57.35 feet; thence South 95.34 feet to the North line of Fifth Avenue; thence East 78.27 feet along the North line of Fifth Avenue to point of beginning.

Commonly known as: 901 Garland St.  
Tax Id. #40-12-406-036

Parcel # 40-12-406-036  
I hereby certify that all taxes and/or tax liens payable to the City Treasurer have been paid. This is true and correct to the best of my knowledge. This certification is for recording purposes and does not relieve the taxpayer of the responsibility for payment of any lien(s) not collected due to clerical error.  
D. Benjamin DB 8/22/06  
City Treasurer JR Date

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## City of Flint PILOT Application

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### Tab E

### Detailed Development Proforma

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Project Name:

901 Flats





**901 FLATS**  
**SOURCE AND USE OF FUNDS**

Description	Total	% of Total Sources	Rate	Term (Months)	Amortization	Monthly Debt Service	Annual Debt Service
Limited Partner- Low Income Housing Tax Credit Equity	9,178,787	66.30%					
Perm	1,445,000	10.44%	4.25%	204	420	6,617	79,399
Deferred Developer Fee	2,769,981	20.01%	0.00%	144			
HOME	450,000	3.25%	0.00%	0	0	0	0
FHLB	0						
<b>Total Sources:</b>	<b>13,843,748</b>	<b>100.00%</b>					<b>79,399</b>

	Per Unit	Acquisition Basis	Low Income Eligible Const/Rehab Basis	Historic Qualified Rehab Expenditures	Site Improvements	Personal Property	Funded Expense	Non-Eligible Basis	Other
<b>Acquisition Costs</b>									
Land	750,000	12,295	-	-	-	-	-	-	750,000
<b>Construction Costs</b>									
Residential Structures	7,032,342	115,284	-	7,032,342	-	-	-	-	-
On-Site Improvements	750,000	12,295	-	750,000	750,000	-	-	-	-
Personal Property (Included In Structures Above)	-	-	-	-	-	-	-	-	-
Construction Contingency	5.00%	389,117	6,379	389,117	-	-	-	-	-
General Requirements	6.00%	466,941	7,655	466,941	-	-	-	-	-
Builder Overhead	2.00%	164,986	2,705	164,986	-	-	-	-	-
Builder Profit	6.00%	504,856	8,276	504,856	-	-	-	-	-
Builder Risk Insurance/Bond	0.00%	98,176	1,609	98,176	-	-	-	-	-
Construction Insurance/Tax	-	77,046	1,263	77,046	-	-	-	-	-
Tap Fees/Permits	60,000	984	-	60,000	-	-	-	-	-
Site Environmental	150,000	2,459	-	150,000	-	-	-	-	-
<b>Transaction Costs</b>									
Architectural Fees	363,773	5,963	-	363,773	-	-	-	-	-
Engineering Fees	60,000	984	-	60,000	-	-	-	-	-
Third Party Studies (Enviro / Historic)	100,000	1,639	-	100,000	-	-	-	-	-
Taxes/Insurance/Reserves	55,000	902	-	55,000	-	-	-	-	-
Soft Cost Contingency	50,000	820	-	50,000	-	-	-	-	-
Cost Certification / Audit	40,000	656	-	40,000	-	-	-	-	-
Legal - General Legal	50,000	820	-	50,000	-	-	-	-	-
Legal - Partnership and Related	50,000	820	-	-	-	-	50,000	-	-
Tax Credit Fees - Reservation	62,589	1,026	-	-	-	-	62,589	-	-
Tax Credit Fees - Compliance	28,975	475	-	-	-	-	28,975	-	-
Tax Credit Fees - Application	2,500	41	-	-	-	-	2,500	-	-
Miscellaneous Development Costs	10,000	164	-	10,000	-	-	-	-	-
Market Study	5,500	90	-	5,500	-	-	-	-	-
Appraisal	10,000	164	-	10,000	-	-	-	-	-
Construction Monitoring	20,000	328	-	20,000	-	-	-	-	-
<b>Financing Costs</b>									
Perm loan orig fee - lender	42,900	42,900	703	1,606	-	-	41,294	-	-
Construction loan orig fee - lender	109,000	1,787	-	109,000	-	-	-	-	-
Title & Recording - Construction & Perm	60,000	984	-	2,246	-	-	57,754	-	-
Operating Reserve	184,964	3,032	-	-	-	-	-	-	184,964
Predevelopment Loan Interest	15,000	246	-	15,000	-	-	-	-	-
Construction Interest	383,583	6,288	-	285,508	-	-	115,075	-	-
<b>Other Costs</b>									
New Construction/Rehab - Developer Fee	1,744,656	1,500,000	24,590	1,500,000	-	-	-	-	-
Rent Up & Marketing	91,500	1,500	-	-	-	-	-	-	91,500
Syndication Fee	55,000	902	-	-	-	-	-	-	55,000
Clubhouse Furniture	50,000	820	-	50,000	-	50,000	-	-	-
<b>Total Uses:</b>	<b>13,843,748</b>	<b>226,947</b>	<b>-</b>	<b>12,404,097</b>	<b>-</b>	<b>750,000</b>	<b>50,000</b>	<b>359,187</b>	<b>1,081,464</b>

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## City of Flint PILOT Application

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Tab F

### Operating Proforma

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Project Name:

901 Flats



**901 FLATS  
PROJECTED CASH FLOW - NOI**

Year	Gross Affordable Rental Income	Net Other Income	Vacancy	Effective Gross Rental Income	Operating Expenses	Property Management Fee	Real Estate Taxes (7% PILOT)	Total Expenses	Net Operating Income	Replacement Reserves	Total Construction Debt Service	Permanent Debt Service	Cash Flow	DSC
2022	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2023	164,799	1,311	(11,536)	154,574	(127,324)	(10,820)	(10,820)	(148,965)	5,610	(7,050)	-	-	(1,440)	-
2024	427,776	3,404	(29,944)	401,235	(218,270)	(28,086)	(28,086)	(274,443)	126,793	(18,300)	-	(66,166)	35,178	1.48
2025	436,332	3,472	(30,543)	409,261	(224,818)	(28,648)	(28,648)	(279,339)	129,922	(18,849)	-	(79,399)	24,620	1.28
2026	445,056	3,541	(31,154)	417,443	(231,563)	(29,221)	(29,221)	(287,146)	130,297	(19,414)	-	(79,399)	24,529	1.28
2027	453,957	3,612	(31,777)	425,792	(238,510)	(29,805)	(29,805)	(295,176)	130,616	(19,997)	-	(79,399)	24,369	1.28
2028	463,036	3,684	(32,413)	434,308	(245,665)	(30,402)	(30,402)	(303,435)	130,873	(20,597)	-	(79,399)	24,134	1.28
2029	472,297	3,758	(33,061)	442,994	(253,035)	(31,010)	(31,010)	(311,930)	131,064	(21,215)	-	(79,399)	23,820	1.28
2030	481,743	3,833	(33,722)	451,854	(260,626)	(31,630)	(31,630)	(320,668)	131,186	(21,851)	-	(79,399)	23,423	1.27
2031	491,378	3,910	(34,396)	460,891	(268,445)	(32,262)	(32,262)	(329,655)	131,236	(22,507)	-	(79,399)	22,940	1.27
2032	501,205	3,988	(35,084)	470,109	(276,498)	(32,908)	(32,908)	(338,900)	131,209	(23,182)	-	(79,399)	22,366	1.26
2033	511,229	4,068	(35,786)	479,511	(284,793)	(33,566)	(33,566)	(348,408)	131,103	(23,877)	-	(79,399)	21,697	1.25
2034	521,454	4,149	(36,502)	489,101	(293,337)	(34,237)	(34,237)	(358,189)	130,912	(24,594)	-	(79,399)	20,929	1.25
2035	531,883	4,232	(37,232)	498,883	(302,137)	(34,922)	(34,922)	(368,250)	130,633	(25,331)	-	(79,399)	20,058	1.24
2036	542,521	4,317	(37,976)	508,861	(311,201)	(35,620)	(35,620)	(378,599)	130,262	(26,091)	-	(79,399)	19,078	1.22
2037	553,371	4,403	(38,736)	519,038	(320,537)	(36,333)	(36,333)	(388,245)	129,793	(26,874)	-	(79,399)	17,985	1.21
2038	564,439	4,491	(39,511)	529,419	(330,153)	(37,059)	(37,059)	(400,196)	129,223	(27,680)	-	(79,399)	16,774	1.20
<b>Total</b>	<b>7,562,477</b>	<b>60,175</b>	<b>(529,373)</b>	<b>7,093,278</b>	<b>(4,186,909)</b>	<b>(496,529)</b>	<b>(449,106)</b>	<b>(5,132,545)</b>	<b>1,960,733</b>	<b>(347,410)</b>	<b>-</b>	<b>(1,177,749)</b>	<b>340,458</b>	

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## **City of Flint PILOT Application**

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### **Tab G**

### **Schedule of Rents/Income Levels**

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Project Name:

901 Flats



**901 FLATS**  
**OPERATING ASSUMPTIONS - INCOME**

**LIHTC Rental Income**

Apartment	Type	Baths	# of Units	Sq. Ft./Unit	Total Sq. Ft.	% of AMI	Max Gross Rent	Utility Allow	Actual Net Rent	Actual Gross Rent	Rent Per Sq/Ft	Annual Rent/Unit	Annual Rent/Unit Type
One Bedroom	Garden	2.00	6	697	4,182	30%	369	95	274	369	0.393	3,288	19,728
One Bedroom	Garden	2.00	4	697	2,788	40%	492	95	397	492	0.570	4,764	19,056
One Bedroom	Garden	2.00	14	697	9,758	60%	738	95	625	720	0.897	7,500	105,000
PBV One Bedroom	Garden	2.00	3	697	2,091	30%	369	95	625 Over Max Rents	720	0.897	7,500	22,500
Two Bedroom	Garden	2.00	2	898	1,796	30%	443	135	308	443	0.343	3,696	7,392
Two Bedroom	Garden	2.00	9	898	8,082	40%	591	135	456	591	0.508	5,472	49,248
Two Bedroom	Garden	2.00	16	898	14,368	60%	886	135	725	860	0.807	8,700	139,200
PBV Two Bedroom	Garden	2.00	3	898	2,694	60%	886	135	725	860	0.807	8,700	26,100
Four Bedroom	Townhome	2.00	0	1,300	-	30%	570	165	405	570	0.312	4,860	-
Four Bedroom	Townhome	2.00	1	1,300	1,300	40%	761	165	596	761	0.458	7,152	7,152
Four Bedroom	Townhome	2.00	2	1,300	2,600	60%	1,141	165	900	1,065	0.692	10,800	21,600
PBV Four Bedroom	Townhome	2.00	1	1,300	1,300	60%	1,141	165	900	1,065	0.692	10,800	10,800
			61	835	50,959				584		0.705	110,412	427,776

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## City of Flint PILOT Application

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**Tab H**

### **Housing Market Data**

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Project Name:

901 Flats



## **Housing Market Data Supporting Demand:**

Although we have not yet received our completed market study, we will be more than happy to provide that once we do. However, we are confident that the 61 units will lease quickly and most likely have a significant waiting list. This is the case for almost all our projects of similar size and scope. Many have a significant waiting list, some 1-2+ years long, and our portfolio-wide occupancy is over 97% across 8,000+ units. The 61-unit Garland Street project will rent to those earning between 30% and 80% of the local area median income. With Flint's population being around 100,000, there should be zero issues leasing 61 units, especially with that wide of an income band, diverse unit sizes (1, 2, and 4 bedrooms), and the excellent, walkable, centralized downtown location.

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## City of Flint PILOT Application

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### Tab I

### Proposed Project Timeline

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Project Name:

901 Flats





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## City of Flint PILOT Application

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### Tab J

### Conflicts of Interest

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Project Name:

901 Flats



### **Conflicts of Interest:**

Not Applicable. There will be zero conflicts of interest among any members of the development team at any stage of the development. This includes zero possible conflicts of interest with any city personnel or city council members.

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## City of Flint PILOT Application

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**Tab K**

### **Bonus Point Items**

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Project Name:

901 Flats



## **Bonus Point Items:**

### **I. Mixed-Use:**

N/A – Our development will not be mixed use, only housing

### **II. Energy Efficiency & Green Practices:**

Our proposed Garland Street development will commit to obtaining a National Green Building Standard (NGBS) Certification. Not only will the project meet all Mandatory NGBS Criteria, but it will also commit to achieving at least a Silver rating, or higher. Furthering this commitment, the owner, applicant, architect, and general contractor all sign a green building commitment, which we submit with our MSHDA app. Further, our development will feature many other high-performance housing characteristics, sustainable development characteristics, universal design features, low-impact construction processes, and all units will feature energy-efficient appliances and water-saving toilets.

### **III. Neighborhood Outreach:**

The development team is presently working with multiple members of city council and other local stakeholders to set up a neighborhood meeting for mid-September. Further, we are in talks with the Flint Housing Authority on a potential co-owner/co-developer partnership. Based on preliminary talks with the housing authority, they are supportive of our project and wish to have follow-up meetings and calls with us. We believe the housing authority to be an invaluable local resource and a wonderful stakeholder for the local community. The development team is open to local suggestions on how to best incorporate our project from an architectural and functional standpoint and we want our project to be something everyone in the community can be proud of for decades to come.

### **IV. External Amenities:**

Our project will be located at 901 Garland Street in downtown Flint. This site is an excellent location, close to thousands of nearby jobs, desirable amenities, low-cost transit, services, and in highly walkable 80-90+ Walkscore neighborhood. Please find the map on PDF page 8 with just a few notable amenities/services within 1 mile from our development.

Nearby Amenities, jobs, and Services:

- Our site is less than 1/3 of a mile from Hurley Medical Center, a 443 bed, highly ranked, full-service hospital and urgent care which employs 100s and will offer convenient, 24/7 care for residents.

- Our site is also a 1/2 mile from The University of Michigan's Flint campus, which has over 7,500 students and features over 1,000 employees. The University of Michigan is ranked as the #2 public college in the entire country by Niche.com
- We are also 1.5 miles from Mott Community College, which employs over 800 and has 10,000+ students.
- The site is within 1 mile of several parks, including Riverbank Park, Wilson Park, and Ballenger Park, just to name a few.
- Genesee Early College will also be less than 1/3 mile from our site. This A-rated school by Niche.com employs dozens and has hundreds of students.
- There are multiple other close public schools, including Doyle-Ryder Elementary School and Durant-Tuuri-Mott Elementary School, to name a few. These schools employ 100s all within 1 mile of our site.
- Our site is 1 mile from both the Flint Fire Department and the Flint Police Department.
- We are also less than ¼ mile from the USPS processing center on E. Boulevard, which employs dozens of employees
- The site is also conveniently located near Center for Hope, a food pantry, which also provides water, clothing, and other personal care items to those in need.
- The Genesee County Community Action Resource Department (GCCARD) is nearby, which provides both job training and job placement as well as other nutritional and quality of life services.
- There are also countless stores, all within 1 mile, including grocery stores, pharmacies, banks, dollar stores, restaurants, and many other stores.

#### Transit & Walkscore:

The Flint Mass Transportation Authority offers low-cost transportation to the Flint area, including several bus stops near our site. Below is a screenshot from Google Maps showing 10 bus stops, all less than 1/3 mile from our site. 901 Garland Street is in a highly walkable corridor of Flint. We are 1/3 mile from Riverbank Park and the Saginaw Street bridge. The entire Riverbanks/Saginaw bridge area gets an 80-90+ walk score and high bike and transit scores. Combining the highly walkable downtown Flint area, with the low-cost MTA transit, residents will be highly connected to thousands of nearby jobs, and many services, colleges/schools, amenities, and the downtown Flint area.

- bus stops
- Grand Traverse at 6th Bus stop
- Grand Traverse at 6th Ave Bus stop
- 5th at Mason Bus stop
- 8th Ave at Grand Traverse Bus stop
- 8th at Grand Traverse Bus stop
- WBD 5th at Mason Bus stop
- SBD MLK at 7th Bus stop



# Walk Score

Get Scores

Find Apartments

My Favorites

Add to Your Site

Log in

Try the Walk Score app on your phone

Go

Share

## 498 Martin Luther King Avenue

Flint, Michigan, 48502

Commute to **Downtown Flint**

1 min 8 min 2 min 12 min View Routes

Favorite

Map

Walk Score

Very Walkable

Most errands can be accomplished on foot.

Transit Score

Good Transit

Many nearby public transportation options.

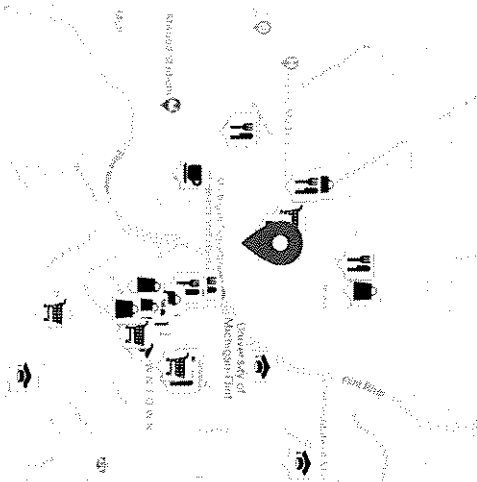
Bike Score

Biker's Paradise

Daily errands can be accomplished on a bike.

About your score

Add scores to your site





Google Earth

©2021 Google

Proposed Development

Ave A

Louisa St

Chippewa St

E 5th Ave

E 4th Ave

Root St

Martin Luther King Ave

Garland St

Lyon St

Mason St

498 Martin Luther King Ave

E 2nd Ave

Harrison St

N Saginaw St

1000 ft



Line Path Polygon Circle 3D path 3D polygon

Measure the distance between two points on the ground

Map Length: 0.24 Miles

Ground Length: 0.24

Heading: 129.80 degrees

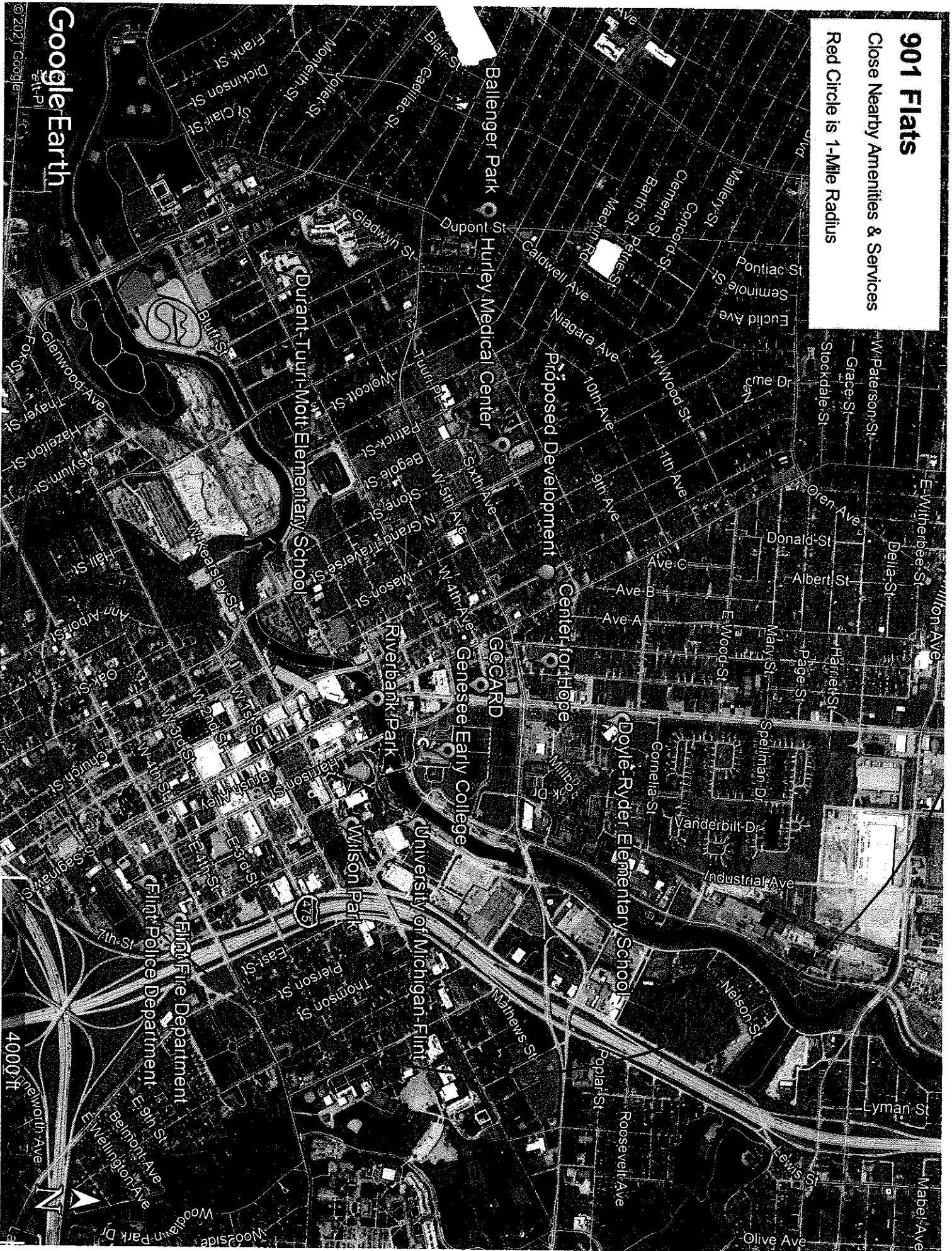
House Navigation Save Clear



# 901 Flats

Close Nearby Amenities & Services

Red Circle is 1-Mile Radius



Google Earth

© 2021 Google

4000 ft