

Policy Number: WH00046887

Molokai Owners Association, Inc.
5510 Golf Club Dr
Diamondhead, MS 39525-3439

Mississippi Windstorm Underwriting Association
P.O Box 5389
Jackson, MS 39296-5389

Policy Information
Attached

Below is a link to the Service Portal where you can access information concerning your insurance policy. You may pay your premium, report a loss, and review your coverage along with many other options. You will need to create an account by using the following website:
<https://service-mwua.iscs.com>

Insured Copy

Wind and Hail Policy

Policy issued through **MISSISSIPPI WINDSTORM UNDERWRITING ASSOCIATION**
P.O. Box 5389, Jackson, Mississippi 39296-5389. Phone:(601) 981 -2915
Any communications should be addressed to the producing agent or
MWUA, referring to the MWUA Policy Number.

THIS POLICY JACKET WITH THE DECLARATIONS PAGE, POLICY CONDITIONS, AND
ENDORSEMENTS, IF ANY ISSUED TO FORM A PART THEREOF, COMPLETES THIS POLICY

1 **Concealment, fraud.** This entire policy shall be void if, whether
2 before or after a loss, the Insured has wil-
3 fully concealed or misrepresented any ma-
4 terial fact or circumstance concerning this insurance or the
5 subject thereof, or the interest of the insured therein, or in case
6 of any fraud or false swearing by the insured relating thereto
7 **Uninsurable and excepted property.** This policy shall not cover accounts, bills,
8 currency, deeds, evidences of debt, money or
9 securities; nor, unless specifically named
10 hereon in writing, bullion or manuscripts.
11 **Perils not included.** This Company shall not be liable for loss by
12 fire or other perils insured against in this
13 policy caused, directly or indirectly, by: (a)
14 enemy attack by armed forces, including action taken by mili-
15 tary, naval or air forces in resisting an actual or an immediately
16 impending enemy attack; (b) invasion; (c) insurrection; (d)
17 rebellion; (e) revolution; (f) civil war; (g) usurped power; (h)
18 order of any civil authority except acts of destruction at the time
19 of and for the purpose of preventing the spread of fire, provided
20 that such fire did not originate from any of the perils excluded
21 by this policy; (i) neglect of the insured to use all reasonable
22 means to save and preserve the property at and after a loss, or
23 when the property is endangered by fire in neighboring prem-
24 ises; (j) nor shall this Company be liable for loss by theft.
25 **Other Insurance.** Other insurance may be prohibited or the
26 amount of insurance may be limited by en-
27 dorsement attached hereto.
28 **Conditions suspending or restricting insurance. Unless other-
29 wise provided in writing added hereto this Company shall not
30 be liable for loss occurring.**
31 (a) while the hazard is increased by any means within the con-
32 trol or knowledge of the insured; or
33 (b) while a described building, whether intended for occupancy
34 by owner or tenant, is vacant or unoccupied beyond a period of
35 sixty consecutive days; or
36 (c) as a result of explosion or riot, unless fire ensue, and in
37 that event for loss by fire only.
38 **Other perils or subjects.** Any other peril to be insured against or sub-
39 ject of insurance to be covered in this policy
40 shall be by endorsement in writing hereon or
41 added hereto.
42 **Added provisions.** The extent of the application of insurance
43 under this policy and of the contribution to
44 be made by this Company in case of loss, and any other provi-
45 sion or agreement not inconsistent with the provisions of this,
46 policy may be provided for in writing added hereto, but no provi-
47 sion may be waived except such as by the terms of this policy
48 is subject to change.
49 **Waiver provisions.** No permission affecting this insurance shall
50 exist, or waiver of any provision be valid,
51 unless granted herein or expressed in writing
52 added hereto. No provision, stipulation or forfeiture shall be
53 held to be waived by any requirement or proceeding on the part
54 of this Company relating to appraisal or to any examination
55 provided for herein.
56 **Cancellation of policy.** This policy shall be cancelled at any time at
57 the request of the insured, in which case
58 this Company shall, upon demand and sur-
59 render of this policy, refund the excess of paid premium above
60 the customary short rates for the expired time. This poli-
61 cy may be cancelled at any time by this Company by giving
62 to the insured a five days' written notice of cancellation with
63 or without tender of the excess of paid premium above the pro
64 rata premium for the expired time, which excess, if not ten-
65 dered, shall be refunded on demand. Notice of cancellation shall
66 state that said excess premium (if not tendered) will be re-
67 funded on demand.
68 **Mortgagee interests and obligations** If loss hereunder is made payable, in whole
69 or in part, to a designated mortgagee not
70 named herein as the insured, such interest in
71 this policy may be cancelled by giving to such
72 mortgagee a ten days' written notice of can-
73 cellation.
74 If the insured fails to render proof of loss such mortgagee, upon
75 notice, shall render proof of loss in the form herein specified
76 within sixty (60) days thereafter and shall be subject to the provi-
77 sions hereof relating to appraisal and time of payment and of
78 bringing suit. If this Company shall claim that no liability ex-
79 isted as to the mortgagor or owner, it shall, to the extent of pay-
80 ment of loss to the mortgagee, be subrogated to all the mort-
81 gagee's rights of recovery, but without impairing mortgagee's
82 right to sue; or it may pay off the mortgage debt and require
83 an assignment thereof and of the mortgage. Other provisions

84 relating to the interests and obligations of such mortgagee may
85 be added hereto by agreement in writing.
86 **Pro rata liability.**
87
88 hereby insured shall bear to the whole insurance covering the
89 property against the peril involved, whether collectible or not.
90 **Requirements in case loss occurs.** The insured shall give immediate written
91 notice to this Company of any loss, protect
92 the property from further damage, forthwith
93 separate the damaged and undamaged personal property, put
94 it in the best possible order, furnish a complete inventory of
95 the destroyed, damaged and undamaged property, showing in
96 detail quantities, costs, actual cash value and amount of loss
97 claimed; and within sixty days after the loss, unless such time
98 is extended in writing by this Company, the insured shall render
99 to this Company a proof of loss, signed and sworn to by the
100 insured, stating the knowledge and belief of the insured as to
101 the following: the time and origin of the loss, the interest of the
102 insured and of all others in the property, the actual cash value of
103 each item thereof and the amount of loss thereto, all encum-
104 brances thereon, all other contracts of insurance, whether valid
105 or not, covering any of said property, any changes in the title,
106 use, occupation, location, possession or exposures of said prop-
107 erty since the issuing of this policy, by whom and for what
108 purpose any building herein described and the several parts
109 thereof were occupied at the time of loss and whether or not it
110 then stood on leased ground, and shall furnish a copy of all the
111 descriptions and schedules in all policies and, if required, verified
112 plans and specifications of any building, fixtures or machinery
113 destroyed or damaged. The insured, as often as may be reason-
114 ably required, shall exhibit to any person designated by this
115 Company all that remains of any property herein described, and
116 submit to examinations under oath by any person named by this
117 Company, and subscribe the same; and, as often as may be
118 reasonably required, shall produce for examination all books of
119 account, bills, invoices and other vouchers, or certified copies
120 thereof if originals be lost, at such reasonable time and place as
121 may be designated by this Company or its representative, and
122 shall permit extracts and copies thereof to be made.
123 **Appraisal.** In case the insured and this Company shall
124 fail to agree as to the actual cash value or
125 the amount of loss, then, on the written demand of either, each
126 shall select a competent and disinterested appraiser and notify
127 the other of the appraiser selected within twenty days of such
128 demand. The appraisers shall first select a competent and dis-
129 interested umpire; and failing for fifteen days to agree upon
130 such umpire, then, on request of the insured or this Company,
131 such umpire shall be selected by a judge of a court of record in
132 the state in which the property covered is located. The ap-
133 praisers shall then appraise the loss, stating separately actual
134 cash value and loss to each item; and, failing to agree, shall
135 submit their differences, only, to the umpire. An award in writ-
136 ing, so itemized, of any two when filed with this Company shall
137 determine the amount of actual cash value and loss. Each
138 appraiser shall be paid by the party selecting him and the ex-
139 penses of appraisal and umpire shall be paid by the parties
140 equally.
141 **Company's options.** It shall be optional with this Company to
142 take all, or any part, of the property at the
143 agreed or appraised value, and also to re-
144 pair, rebuild or replace the property destroyed or damaged with
145 other of like kind and quality within a reasonable time, on giv-
146 ing notice of its intention so to do within thirty days after the
147 receipt of the proof of loss herein required.
148 **Abandonment.** There can be no abandonment to this Com-
149 pany of any property.
150 **When loss payable.** The amount of loss for which this Company
151 may be liable shall be payable sixty days
152 after proof of loss; as herein provided, is
153 received by this Company and ascertainment of the loss is made
154 either by agreement between the insured and this Company ex-
155 pressed in writing or by the filing with this Company of an
156 award as herein provided.
157 **Suit.** No suit or action on this policy for the recov-
158 ery of any claim shall be sustainable in any
159 court of law or equity unless all the requirements of this policy
160 shall have been complied with, and unless commenced within
161 twelve months next after inception of the loss.
162 **Subrogation.** This Company may require from the insured
163 an assignment of all right of recovery against
164 any party for loss to the extent that payment therefor is made
165 by this Company.

IN WITNESS WHEREOF, the MISSISSIPPI WINDSTORM UNDERWRITING ASSOCIATION has caused this policy to be executed by its Chief Executive Officer, a duly authorized representative of the Association.

COVERAGE IS PROVIDED BY THE
MS WINDSTORM UNDERWRITING ASSN
 PO BOX 5389
 JACKSON, MS 39296-5389

WIND AND HAIL DECLARATION

Policy Number	Policy Period	
	From	To
WH00046887-01	07/18/2023	07/18/2024
12:01 A.M. Standard Time at the described location		

Transaction

New Business - Effective 07/18/2023 : New Business

Named Insured and Address	Agent's Name and Address	Agency Number
Name: <u>Molokai Owners Association, Inc.</u>	Name: <u>Hub International Mississippi LL</u>	<u>100007</u>
Address: <u>5510 Golf Club Dr</u>	Address: <u>300 Concourse Blvd Suite 300</u>	
City <u>Diamondhead</u> State <u>MS</u> Zip <u>39525</u>	City: <u>Ridgeland</u>	
	State: <u>MS</u> Zip: <u>39157-2085</u>	
	Telephone: <u>(601) 607-5500</u>	

The residence premises covered by this policy is located at the above insured address unless otherwise stated below:

Loc/Bldg Num: 1 2 5510 Golf Club Dr, Diamondhead, MS 39525-3439
Building A, 6 units, 104-106, 204-206

Construction Type	Year Built	Rate Zone	Risk Type	Applicable Coins	BCEGS Credit
Frame	1972	C	Commercial	80	0

In case of a loss under Section 1, we cover only that part of the loss over the deductible.

A percentage deductible of 2 % applies to all losses subject to a minimum of \$750.00

A 2 % named storm deductible applies.

Coverage is provided only where limit of liability and premium is shown.

Section 1 Coverage	Limit of Liability	Perils Insured Against	Premiums
Building	<u>\$444,000</u>	WINDHAIL Building	<u>\$8,901</u>
Personal Property	<u>\$0</u>	WINDHAIL Personal Prop.	<u></u>
Personal Property of Others	<u>\$0</u>	WINDHAIL Personal Prop. of Others	<u></u>

Total Location Premium: \$8,901

Total Policy Premium: \$113,594

Premium Charges This Transaction: \$113,594

Policy Interests

Forms and Endorsements

Basic Policy Jacket;6009 Miss (10-98);6007 Comm (10-13);4001 Miss (01-00);6011 Miss (08-02);MWPP 9968 (03/07);MWFL/EQ 09/06;CF0011(Ed. 01 83);MWUA BOR (01-21);MWUA Inflation Guard Endorsement 01 2023

THIS POLICY CONTAINS A FLOOD EXCLUSION AND AN EARTHQUAKE EXCLUSION.

COVERAGE IS PROVIDED BY THE
MS WINDSTORM UNDERWRITING ASSN
 PO BOX 5389
 JACKSON, MS 39296-5389

WIND AND HAIL DECLARATION

Policy Number	Policy Period	
	From	To
WH00046887-01	07/18/2023	07/18/2024
12:01 A.M. Standard Time at the described location		

Transaction
 New Business - Effective 07/18/2023 : New Business

Named Insured and Address	Agent's Name and Address	Agency Number
Name: <u>Molokai Owners Association, Inc.</u>	Name: <u>Hub International Mississippi LL</u>	<u>100007</u>
Address: <u>5510 Golf Club Dr</u>	Address: <u>300 Concourse Blvd Suite 300</u>	
City <u>Diamondhead</u> State <u>MS</u> Zip <u>39525</u>	City: <u>Ridgeland</u>	
	State: <u>MS</u> Zip: <u>39157-2085</u>	
	Telephone: <u>(601) 607-5500</u>	

The residence premises covered by this policy is located at the above insured address unless otherwise stated below:

Loc/Bldg Num: 1 3 5510 Golf Club Dr, Diamondhead, MS 39525-3439
Building B, 4 units, 107-108, 207-208

Construction Type	Year Built	Rate Zone	Risk Type	Applicable Coins	BCEGS Credit
Frame	1972	C	Commercial	80	0

In case of a loss under Section 1, we cover only that part of the loss over the deductible.

A percentage deductible of 2 % applies to all losses subject to a minimum of \$750.00

A 2 % named storm deductible applies.

Coverage is provided only where limit of liability and premium is shown.

Section 1 Coverage	Limit of Liability	Perils Insured Against	Premiums
Building	<u>\$408,000</u>	WINDHAIL Building	<u>\$8,179</u>
Personal Property	<u>\$0</u>	WINDHAIL Personal Prop.	
Personal Property of Others	<u>\$0</u>	WINDHAIL Personal Prop. of Others	

Premium Charges This Transaction: \$113,594

Total Location Premium: \$8,179
 Total Policy Premium: \$113,594

Policy Interests

Forms and Endorsements
 Basic Policy Jacket;6009 Miss (10-98);6007 Comm (10-13);4001 Miss (01-00);6011 Miss (08-02);MWPP 9968 (03/07);MWFL/EQ 09/06;CF0011(Ed. 01 83);MWUA BOR (01-21);MWUA Inflation Guard Endorsement 01 2023

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 JACKSON, MS 39296-5389

WIND AND HAIL DECLARATION

Policy Number	Policy Period	
	From	To
WH00046887-01	07/18/2023	07/18/2024
12:01 A.M. Standard Time at the described location		

Transaction
 New Business - Effective 07/18/2023 : New Business

Named Insured and Address	Agent's Name and Address	Agency Number
Name: <u>Molokai Owners Association, Inc.</u>	Name: <u>Hub International Mississippi LL</u>	<u>100007</u>
Address: <u>5510 Golf Club Dr</u>	Address: <u>300 Concourse Blvd Suite 300</u>	
City: <u>Diamondhead</u> State: <u>MS</u> Zip: <u>39525</u>	City: <u>Ridgeland</u>	
	State: <u>MS</u> Zip: <u>39157-2085</u>	
	Telephone: <u>(601) 607-5500</u>	

The residence premises covered by this policy is located at the above insured address unless otherwise stated below:

Loc/Bldg Num: 1 4 5510 Golf Club Dr, Diamondhead, MS 39525-3439
Building C, 8 units, 109-112, 209-212

Construction Type	Year Built	Rate Zone	Risk Type	Applicable Coins	BCEGS Credit
Frame	1972	C	Commercial	80	0

In case of a loss under Section 1, we cover only that part of the loss over the deductible.

A percentage deductible of 2 % applies to all losses subject to a minimum of \$750.00

A 2 % named storm deductible applies.

Coverage is provided only where limit of liability and premium is shown.

Section 1 Coverage	Limit of Liability	Perils Insured Against	Premiums
Building	<u>\$618,000</u>	WINDHAIL Building	<u>\$12,389</u>
Personal Property	<u>\$0</u>	WINDHAIL Personal Prop.	<u></u>
Personal Property of Others	<u>\$0</u>	WINDHAIL Personal Prop. of Others	<u></u>

Premium Charges This Transaction: \$113,594

Total Location Premium: \$12,389
 Total Policy Premium: \$113,594

Policy Interests

Forms and Endorsements
 Basic Policy Jacket;6009 Miss (10-98);6007 Comm (10-13);4001 Miss (01-00);6011 Miss (08-02);MWPP 9968 (03/07);MWFL/EQ 09/06;CF0011(Ed. 01 83);MWUA BOR (01-21);MWUA Inflation Guard Endorsement 01 2023

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COVERAGE IS PROVIDED BY THE
MS WINDSTORM UNDERWRITING ASSN
 PO BOX 5389
 JACKSON, MS 39296-5389

WIND AND HAIL DECLARATION

Policy Number	Policy Period	
	From	To
WH00046887-01	07/18/2023	07/18/2024
12:01 A.M. Standard Time at the described location		

Transaction
 New Business - Effective 07/18/2023 : New Business

Named Insured and Address	Agent's Name and Address	Agency Number
Name: <u>Molokai Owners Association, Inc.</u>	Name: <u>Hub International Mississippi LL</u>	<u>100007</u>
Address: <u>5510 Golf Club Dr</u>	Address: <u>300 Concourse Blvd Suite 300</u>	
City <u>Diamondhead</u> State <u>MS</u> Zip <u>39525</u>	City: <u>Ridgeland</u>	
	State: <u>MS</u> Zip: <u>39157-2085</u>	
	Telephone: <u>(601) 607-5500</u>	

The residence premises covered by this policy is located at the above insured address unless otherwise stated below:

Loc/Bldg Num: 1 5 5510 Golf Club Dr, Diamondhead, MS 39525-3439
Building D, 15 units, 113-120, 213-220

Construction Type	Year Built	Rate Zone	Risk Type	Applicable Coins	BCEGS Credit
Frame	1972	C	Commercial	80	0

In case of a loss under Section 1, we cover only that part of the loss over the deductible.

A percentage deductible of 2 % applies to all losses subject to a minimum of \$750.00

A 2 % named storm deductible applies.

Coverage is provided only where limit of liability and premium is shown.

Section 1 Coverage	Limit of Liability	Perils Insured Against	Premiums
Building	<u>\$924,000</u>	WINDHAIL Building	<u>\$18,524</u>
Personal Property	<u>\$0</u>	WINDHAIL Personal Prop.	<u></u>
Personal Property of Others	<u>\$0</u>	WINDHAIL Personal Prop. of Others	<u></u>

Premium Charges This Transaction: \$113,594

Total Location Premium: \$18,524
 Total Policy Premium: \$113,594

Policy Interests

Forms and Endorsements
 Basic Policy Jacket;6009 Miss (10-98);6007 Comm (10-13);4001 Miss (01-00);6011 Miss (08-02);MWPP 9968 (03/07);MWFL/EQ 09/06;CF0011(Ed. 01 83);MWUA BOR (01-21);MWUA Inflation Guard Endorsement 01 2023

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COVERAGE IS PROVIDED BY THE
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Policy Number	Policy Period	
	From	To
WH00046887-01	07/18/2023	07/18/2024
12:01 A.M. Standard Time at the described location		

Transaction
 New Business - Effective 07/18/2023 : New Business

Named Insured and Address	Agent's Name and Address	Agency Number
Name: <u>Molokai Owners Association, Inc.</u>	Name: <u>Hub International Mississippi LL</u>	<u>100007</u>
Address: <u>5510 Golf Club Dr</u>	Address: <u>300 Concourse Blvd Suite 300</u>	
City: <u>Diamondhead</u> State: <u>MS</u> Zip: <u>39525</u>	City: <u>Ridgeland</u>	
	State: <u>MS</u> Zip: <u>39157-2085</u>	
	Telephone: <u>(601) 607-5500</u>	

The residence premises covered by this policy is located at the above insured address unless otherwise stated below:

Loc/Bldg Num: 1 6 5510 Golf Club Dr, Diamondhead, MS 39525-3439
Building E, 2 Units, 121-122

Construction Type	Year Built	Rate Zone	Risk Type	Applicable Coins	BCEGS Credit
Frame	1972	C	Commercial	80	0

In case of a loss under Section 1, we cover only that part of the loss over the deductible.

A percentage deductible of 2 % applies to all losses subject to a minimum of \$750.00

A 2 % named storm deductible applies.

Coverage is provided only where limit of liability and premium is shown.

Section 1 Coverage	Limit of Liability	Perils Insured Against	Premiums
Building	<u>\$204,000</u>	WINDHAIL Building	<u>\$4,090</u>
Personal Property	<u>\$0</u>	WINDHAIL Personal Prop.	
Personal Property of Others	<u>\$0</u>	WINDHAIL Personal Prop. of Others	

Premium Charges This Transaction: \$113,594

Total Location Premium: \$4,090
 Total Policy Premium: \$113,594

Policy Interests

Forms and Endorsements
 Basic Policy Jacket;6009 Miss (10-98);6007 Comm (10-13);4001 Miss (01-00);6011 Miss (08-02);MWPP 9968 (03/07);MWFL/EQ 09/06;CF0011(Ed. 01 83);MWUA BOR (01-21);MWUA Inflation Guard Endorsement 01 2023

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Named Insured and Address	Agent's Name and Address	Agency Number
Name: <u>Molokai Owners Association, Inc.</u>	Name: <u>Hub International Mississippi LL</u>	<u>100007</u>
Address: <u>5510 Golf Club Dr</u>	Address: <u>300 Concourse Blvd Suite 300</u>	
City: <u>Diamondhead</u> State: <u>MS</u> Zip: <u>39525</u>	City: <u>Ridgeland</u>	
	State: <u>MS</u> Zip: <u>39157-2085</u>	
	Telephone: <u>(601) 607-5500</u>	

The residence premises covered by this policy is located at the above insured address unless otherwise stated below:

Loc/Bldg Num: 1 7 5510 Golf Club Dr, Diamondhead, MS 39525-3439
Building F, 4 units, 123-124, 223-224

Construction Type	Year Built	Rate Zone	Risk Type	Applicable Coins	BCEGS Credit
Frame	1972	C	Commercial	80	0

In case of a loss under Section 1, we cover only that part of the loss over the deductible.
 A percentage deductible of 2 % applies to all losses subject to a minimum of \$750.00
 A 2 % named storm deductible applies.
 Coverage is provided only where limit of liability and premium is shown.

Section 1 Coverage	Limit of Liability	Perils Insured Against	Premiums
Building	<u>\$408,000</u>	WINDHAIL Building	<u>\$8,179</u>
Personal Property	<u>\$0</u>	WINDHAIL Personal Prop.	<u></u>
Personal Property of Others	<u>\$0</u>	WINDHAIL Personal Prop. of Others	<u></u>

Premium Charges This Transaction: \$113,594

Total Location Premium: \$8,179
 Total Policy Premium: \$113,594

Policy Interests

Forms and Endorsements
 Basic Policy Jacket;6009 Miss (10-98);6007 Comm (10-13);4001 Miss (01-00);6011 Miss (08-02);MWPP 9968 (03/07);MWFL/EQ 09/06;CF0011(Ed. 01 83);MWUA BOR (01-21);MWUA Inflation Guard Endorsement 01 2023

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Named Insured and Address	Agent's Name and Address	Agency Number
Name: <u>Molokai Owners Association, Inc.</u>	Name: <u>Hub International Mississippi LL</u>	<u>100007</u>
Address: <u>5510 Golf Club Dr</u>	Address: <u>300 Concourse Blvd Suite 300</u>	
City: <u>Diamondhead</u> State: <u>MS</u> Zip: <u>39525</u>	City: <u>Ridgeland</u>	
	State: <u>MS</u> Zip: <u>39157-2085</u>	
	Telephone: <u>(601) 607-5500</u>	

The residence premises covered by this policy is located at the above insured address unless otherwise stated below:

Loc/Bldg Num: 1 8 5510 Golf Club Dr, Diamondhead, MS 39525-3439
Building G, 16 units, 125-132, 225-232

Construction Type	Year Built	Rate Zone	Risk Type	Applicable Coins	BCEGS Credit
Frame	1972	C	Commercial	80	0

In case of a loss under Section 1, we cover only that part of the loss over the deductible.

A percentage deductible of 2 % applies to all losses subject to a minimum of \$750.00

A 2 % named storm deductible applies.

Coverage is provided only where limit of liability and premium is shown.

Section 1 Coverage	Limit of Liability	Perils Insured Against	Premiums
Building	<u>\$1,000,000</u>	WINDHAIL Building	<u>\$20,048</u>
Personal Property	<u>\$0</u>	WINDHAIL Personal Prop.	
Personal Property of Others	<u>\$0</u>	WINDHAIL Personal Prop. of Others	

Total Location Premium: \$20,048

Total Policy Premium: \$113,594

Premium Charges This Transaction: \$113,594

Policy Interests

Forms and Endorsements

Basic Policy Jacket;6009 Miss (10-98);4001 Miss (01-00);6011 Miss (08-02);6006 COMM (10-13);MWPP 9968 (03/07);MWFL/EQ 09/06;CF0011(Ed. 01 83);MWUA BOR (01-21);MWUA Inflation Guard Endorsement 01 2023

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Address: <u>5510 Golf Club Dr</u>	Address: <u>300 Concourse Blvd Suite 300</u>	
City <u>Diamondhead</u> State <u>MS</u> Zip <u>39525</u>	City: <u>Ridgeland</u>	
	State: <u>MS</u> Zip: <u>39157-2085</u>	
	Telephone: <u>(601) 607-5500</u>	

The residence premises covered by this policy is located at the above insured address unless otherwise stated below:

Loc/Bldg Num: 1 9 5510 Golf Club Dr, Diamondhead, MS 39525-3439
Building H, 6 units, 135-137, 235-237

Construction Type	Year Built	Rate Zone	Risk Type	Applicable Coins	BCEGS Credit
Frame	1972	C	Commercial	80	0

In case of a loss under Section 1, we cover only that part of the loss over the deductible.

A percentage deductible of 2 % applies to all losses subject to a minimum of \$750.00

A 2 % named storm deductible applies.

Coverage is provided only where limit of liability and premium is shown.

Section 1 Coverage	Limit of Liability	Perils Insured Against	Premiums
Building	<u>\$480,000</u>	WINDHAIL Building	<u>\$9,623</u>
Personal Property	<u>\$0</u>	WINDHAIL Personal Prop.	<u></u>
Personal Property of Others	<u>\$0</u>	WINDHAIL Personal Prop. of Others	<u></u>

Premium Charges This Transaction: \$113,594

Total Location Premium: \$9,623
 Total Policy Premium: \$113,594

Policy Interests

Forms and Endorsements
 Basic Policy Jacket;6009 Miss (10-98);6007 Comm (10-13);4001 Miss (01-00);6011 Miss (08-02);MWPP 9968 (03/07);MWFL/EQ 09/06;CF0011(Ed. 01 83);MWUA BOR (01-21);MWUA Inflation Guard Endorsement 01 2023

THIS POLICY CONTAINS A FLOOD EXCLUSION AND AN EARTHQUAKE EXCLUSION.

COVERAGE IS PROVIDED BY THE
MS WINDSTORM UNDERWRITING ASSN
 PO BOX 5389
 JACKSON, MS 39296-5389

WIND AND HAIL DECLARATION

Policy Number	Policy Period	
	From	To
WH00046887-01	07/18/2023	07/18/2024
12:01 A.M. Standard Time at the described location		

Transaction
 New Business - Effective 07/18/2023 : New Business

Named Insured and Address	Agent's Name and Address	Agency Number
Name: <u>Molokai Owners Association, Inc.</u>	Name: <u>Hub International Mississippi LL</u>	<u>100007</u>
Address: <u>5510 Golf Club Dr</u>	Address: <u>300 Concourse Blvd Suite 300</u>	
City: <u>Diamondhead</u> State: <u>MS</u> Zip: <u>39525</u>	City: <u>Ridgeland</u>	
	State: <u>MS</u> Zip: <u>39157-2085</u>	
	Telephone: <u>(601) 607-5500</u>	

The residence premises covered by this policy is located at the above insured address unless otherwise stated below:

Loc/Bldg Num: 1 10 5510 Golf Club Dr, Diamondhead, MS 39525-3439
Building J, 10 units, 138-142, 238-242

Construction Type	Year Built	Rate Zone	Risk Type	Applicable Coins	BCEGS Credit
Frame	1972	C	Commercial	80	0

In case of a loss under Section 1, we cover only that part of the loss over the deductible.

A percentage deductible of 2 % applies to all losses subject to a minimum of \$750.00

A 2 % named storm deductible applies.

Coverage is provided only where limit of liability and premium is shown.

Section 1 Coverage	Limit of Liability	Perils Insured Against	Premiums
Building	<u>\$690,000</u>	WINDHAIL Building	<u>\$13,833</u>
Personal Property	<u>\$0</u>	WINDHAIL Personal Prop.	<u></u>
Personal Property of Others	<u>\$0</u>	WINDHAIL Personal Prop. of Others	<u></u>

Premium Charges This Transaction: \$113,594

Total Location Premium: \$13,833
 Total Policy Premium: \$113,594

Policy Interests

Forms and Endorsements
 Basic Policy Jacket;6009 Miss (10-98);6007 Comm (10-13);4001 Miss (01-00);6011 Miss (08-02);MWPP 9968 (03/07);MWFL/EQ 09/06;CF0011(Ed. 01 83);MWUA BOR (01-21);MWUA Inflation Guard Endorsement 01 2023

THIS POLICY CONTAINS A FLOOD EXCLUSION AND AN EARTHQUAKE EXCLUSION.

COVERAGE IS PROVIDED BY THE
MS WINDSTORM UNDERWRITING ASSN
 PO BOX 5389
 JACKSON, MS 39296-5389

WIND AND HAIL DECLARATION

Policy Number	Policy Period	
	From	To
WH00046887-01	07/18/2023	07/18/2024
12:01 A.M. Standard Time at the described location		

Transaction

New Business - Effective 07/18/2023 : New Business

Named Insured and Address	Agent's Name and Address	Agency Number
Name: <u>Molokai Owners Association, Inc.</u>	Name: <u>Hub International Mississippi LL</u>	<u>100007</u>
Address: <u>5510 Golf Club Dr</u>	Address: <u>300 Concourse Blvd Suite 300</u>	
City: <u>Diamondhead</u> State: <u>MS</u> Zip: <u>39525</u>	City: <u>Ridgeland</u>	
	State: <u>MS</u> Zip: <u>39157-2085</u>	
	Telephone: <u>(601) 607-5500</u>	

The residence premises covered by this policy is located at the above insured address unless otherwise stated below:

Loc/Bldg Num: 1 11 5510 Golf Club Dr, Diamondhead, MS 39525-3439
Building K, 4 units, 143-144, 243-244

Construction Type	Year Built	Rate Zone	Risk Type	Applicable Coins	BCEGS Credit
Frame	1972	C	Commercial	80	0

In case of a loss under Section 1, we cover only that part of the loss over the deductible.

A percentage deductible of 2 % applies to all losses subject to a minimum of \$750.00

A 2 % named storm deductible applies.

Coverage is provided only where limit of liability and premium is shown.

Section 1 Coverage	Limit of Liability	Perils Insured Against	Premiums
Building	<u>\$342,000</u>	WINDHAIL Building	<u>\$6,856</u>
Personal Property	<u>\$0</u>	WINDHAIL Personal Prop.	
Personal Property of Others	<u>\$0</u>	WINDHAIL Personal Prop. of Others	

Total Location Premium: \$6,856

Total Policy Premium: \$113,594

Premium Charges This Transaction: \$113,594

Policy Interests

Forms and Endorsements

Basic Policy Jacket;6009 Miss (10-98);6007 Comm (10-13);4001 Miss (01-00);6011 Miss (08-02);MWPP 9968 (03/07);MWFL/EQ 09/06;CF0011(Ed. 01 83);MWUA BOR (01-21);MWUA Inflation Guard Endorsement 01 2023

THIS POLICY CONTAINS A FLOOD EXCLUSION AND AN EARTHQUAKE EXCLUSION.

COVERAGE IS PROVIDED BY THE
MS WINDSTORM UNDERWRITING ASSN
 PO BOX 5389
 JACKSON, MS 39296-5389

WIND AND HAIL DECLARATION

Policy Number	Policy Period	
	From	To
WH00046887-01	07/18/2023	07/18/2024
12:01 A.M. Standard Time at the described location		

Transaction

New Business - Effective 07/18/2023 : New Business

Named Insured and Address	Agent's Name and Address	Agency Number
Name: <u>Molokai Owners Association, Inc.</u>	Name: <u>Hub International Mississippi LL</u>	<u>100007</u>
Address: <u>5510 Golf Club Dr</u>	Address: <u>300 Concourse Blvd Suite 300</u>	
City <u>Diamondhead</u> State <u>MS</u> Zip <u>39525</u>	City: <u>Ridgeland</u>	
	State: <u>MS</u> Zip: <u>39157-2085</u>	
	Telephone: <u>(601) 607-5500</u>	

The residence premises covered by this policy is located at the above insured address unless otherwise stated below:

Loc/Bldg Num: 1 12 5510 Golf Club Dr, Diamondhead, MS 39525-3439
Building L, Office

Construction Type	Year Built	Rate Zone	Risk Type	Applicable Coins	BCEGS Credit
Frame	1972	C	Commercial	80	0

In case of a loss under Section 1, we cover only that part of the loss over the deductible.

A percentage deductible of 2 % applies to all losses subject to a minimum of \$750.00

A 2 % named storm deductible applies.

Coverage is provided only where limit of liability and premium is shown.

Section 1 Coverage	Limit of Liability	Perils Insured Against	Premiums
Building	<u>\$125,000</u>	WINDHAIL Building	<u>\$2,972</u>
Personal Property	<u>\$0</u>	WINDHAIL Personal Prop.	
Personal Property of Others	<u>\$0</u>	WINDHAIL Personal Prop. of Others	

Total Location Premium: \$2,972

Total Policy Premium: \$113,594

Premium Charges This Transaction: \$113,594

Policy Interests

Forms and Endorsements

Basic Policy Jacket;6009 Miss (10-98);6007 Comm (10-13);4001 Miss (01-00);6011 Miss (08-02);MWPP 9968 (03/07);MWFL/EQ 09/06;CF0011(Ed. 01 83);MWUA BOR (01-21);MWUA Inflation Guard Endorsement 01 2023

THIS POLICY CONTAINS A FLOOD EXCLUSION AND AN EARTHQUAKE EXCLUSION.

Mississippi Windstorm Underwriting Association

Replacement Cost Endorsement

(Applicable Only to Properties Covered by Policies Issued for the Mississippi Windstorm Underwriting Association)

(Other Than One through Four Family Dwellings)

This endorsement applies to properties specified on the declaration page of this policy or by endorsement as being subject to this replacement cost endorsement.

1. In consideration of premium and the following Coinsurance Clause being made a part of this policy to apply only to the item(s) to which this endorsement applies, which Coinsurance Clause supersedes and replaces the Coinsurance Clause, if any, otherwise applicable to such item(s), the provisions of this policy applicable only to such item(s) are amended to substitute the term “replacement cost” (without deduction for depreciation) for the term “actual cash value” wherever it appears in this policy, subject, however, in all other respects to the provisions of this endorsement and of the policy to which this endorsement is attached.
2. This Company shall not be liable under this endorsement for any loss –
 - A. occasioned directly or indirectly by enforcement of any ordinance or law regulating the use, construction, repair or demolition of property unless such liability has been specifically assumed under this policy.
 - B. unless and until the damaged or destroyed property is actually repaired or replaced by the insured with due diligence and dispatch.
3. COINSURANCE CLAUSE: This Company shall not be liable for a greater proportion of any loss to the property covered than the amount of insurance under this policy for such property bears to the amount produced by multiplying the replacement cost (without deduction for depreciation) of such property at the time of the loss by the coinsurance percentage applicable (specified on the first page of this policy, or by endorsement), nor for more than the proportion which this policy bears to the total insurance thereon.

In the event that the aggregate claim for any loss is both less than \$10,000 and less than 5% of the total amount of insurance applicable to the property involved at the time such loss occurs, no special inventory or appraisal of the undamaged property shall be required, providing, that nothing herein shall be construed to waive application of the first paragraph of this clause.

If the coverage under this policy be divided into two or more items, the foregoing shall apply separately to each item to which this endorsement applies.

4. The Insured may elect to make claim under this policy in accordance with its provisions, disregarding this endorsement, except that the foregoing Coinsurance Clause applicable to the replacement cost of said property shall apply; and the Insured may make further claim for any additional liability brought about by this endorsement in accordance with its provisions, provided this Company is notified in writing within 180 days after loss of the Insured’s intent to make such further claim.
5. This Company’s liability for loss on a replacement cost basis shall not exceed the smallest of the following amounts:
 - A. the amount of this policy applicable to the damaged or destroyed property.

- B. the replacement cost of the property or any part thereof identical with such property on the same premises and intended for the same occupancy and use; or
 - C. the amount actually and necessarily expended in repairing or replacing said property or any part thereof.
6. APPORTIONMENT CLAUSE: This Company shall not be liable under this policy including this endorsement for a greater proportion of any loss than the amount of this policy applying to the property to which this endorsement applies bears to the total amount of insurance on such property against the peril involved, whether or not such other insurance includes the extension of coverage provided under this endorsement, and whether such other insurance is collectible or not.
7. If the coverage on property under this policy be divided into two or more items, all of the foregoing shall apply separately to each item to which this endorsement applies.

Mississippi Windstorm Underwriting Association

Commercial (Other than One through Four Family Dwelling) 2% Special Windstorm and Hail Deductible Clause

Applicable only to commercial (Other than One through Four family dwelling) properties covered by policies issued for the Mississippi Windstorm Underwriting Association .

In consideration of the rate of premium at which this policy is written, it is a condition of this contract that the Deductible Clause, presently a part of the printed conditions of the form attached to this policy and applicable to loss caused by the perils of Windstorm and Hail, is hereby eliminated and the following Deductible Clause is substituted therefor:

In consideration of the rate of premium at which this policy is written, liability hereunder does not cover or become insurance against that portion of loss by any one windstorm and/or hailstorm which shall be less than an amount determined by using two percent (2%) of the total values for the building or contents insured hereunder at the time of such loss. This condition shall apply (1) separately to the building or contents therein, if a building and its contents be covered hereunder, and (2) separately to each building, or contents therein, if two buildings or their contents be covered hereunder and (3) separately to the contents of each building, if the contents of two or more buildings be covered hereunder, and (4) separately to personal property in the open.

In no event shall the amount of the deductible thus established be less than \$750.

Mississippi Windstorm Underwriting Association

Windstorm and Hail Endorsement

(This Endorsement to Be Used with Appropriate “Fire” Form for Coverage of Windstorm and Hail Only)

(Applicable to Properties Covered by Policies Issued for Windstorm and Hail Only for the Mississippi Windstorm Underwriting Association)

The following provisions and stipulations are effective only when this policy is written to insure against the perils of Windstorm and Hail but are not effective when liability is assumed under the Extended Coverage Endorsement:

In consideration of the Windstorm and Hail premium shown on the face of this policy, and subject to the provisions and stipulations set forth below and in the policy, including riders and endorsements added thereto, this policy covers direct loss by Windstorm and Hail to an amount not exceeding the amount of Windstorm and Hail insurance specified on the face of this policy. For the purpose only of this Windstorm and Hail insurance the words “Windstorm and Hail” shall be substituted for the words “Fire, Lightning” as appearing in the Insuring Clause on the face of this policy.

This Company shall not be liable for loss to the interior of the building(s) or the property covered therein caused: (a) by rain, snow, sand or dust, whether driven by wind or not, unless the building(s) covered or containing the property covered shall first sustain an actual damage to roof or walls by the direct action of wind or hail and then shall be liable for loss to the interior of the building(s) or the property covered therein as may be caused by rain, snow, sand or dust entering the building(s) through openings in the roof or walls made by direct action of wind or hail; or (b) by water from sprinkler equipment or other piping unless such equipment or piping be damaged as a direct result of wind or hail.

When this insurance covers on a dwelling or the contents of a dwelling, unless liability is assumed in this policy by separate and specific item(s), or by endorsement hereon, this Company shall not be liable for damage to the following property: (a) Cloth awnings when outside of buildings, lawns, trees, shrubs or plants; (b) fences; (c) seawall, property line and similar walls; (d) greenhouses, hothouses, slathouses, trellises, pergolas and outdoor equipment pertaining to the service of the premises; (e) wharfs, docks, piers, boathouses, bulkheads or other structures located over or partially over water and the property therein or thereon.

When this insurance covers on other than a dwelling or the contents of a dwelling, unless liability therefor is assumed in the form attached to this policy by separate and specific item(s), or by endorsement hereon, this Company shall not be liable for damage to the following property: (a) grain, hay, straw or other crops outside of buildings; or (b) windmills, windpumps or their towers; or (c) crop silos (or their contents); or (d) metal smokestacks or, when outside of buildings, cloth awnings, signs, radio or television antennas, including their lead-in wiring, masts or towers; or (e) lawns, trees, shrubs or plants when outside of buildings.

Water Exclusion Clause: This Company shall not be liable for loss caused by, resulting from, contributed to or aggravated by any of the following—

- (a) flood, surface water, waves, tidal water or tidal wave, overflow of streams or other bodies of water, or spray from any of the foregoing, all whether driven by wind or not;
- (b) water which backs up through sewers or drains;
- (c) water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls or floors.

Nuclear Exclusion: Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, is not insured against by this policy, whether such loss be direct or indirect, proximate or

remote, or be in whole or in part caused by, contributed to, or aggravated by windstorm or hail as insured against by this policy.

Glass Clause: It is expressly stipulated that only such proportion of the Windstorm and Hail insurance under this policy on any building covers on plate, stained, leaded or cathedral glass therein, as the value of such glass which is damaged bears to the total value of said building.

The provisions and stipulations elsewhere in this policy relating to increase of hazard, vacancy or unoccupancy shall not apply to the Windstorm and Hail insurance hereunder.

Windstorm and Hail Coinsurance Clause: (Applicable only to Commercial (other than One through Four Family Dwelling) Properties) (THIS CLAUSE IS VOID UNLESS A PERCENTAGE IS SPECIFIED IN THE APPROPRIATE SPACE ON THE FIRST PAGE OF THIS POLICY OR BY ENDORSEMENT.)

This Company shall not be liable for a greater proportion of any loss to the property covered than the amount of insurance under this policy for such property bears to the amount produced by multiplying the actual cash value of such property at the time of the loss by the coinsurance percentage applicable (specified on the first page of this policy, or by endorsement).

In the event that the aggregate claim for any loss is both less than \$10,000 and less than 5% of the total amount of insurance applicable to the property involved at the time such loss occurs, no special inventory or appraisal of the undamaged property shall be required providing that nothing herein shall be construed to waive the application of the first paragraph of this clause.

The value of property covered under Extensions of Coverage and the cost of the removal of debris shall not be considered in the determination of actual cash value when applying the Coinsurance Clause.

Loss Settlement: (Applicable to Dwellings - Building and/or Contents) Covered property losses are settled as follows:

- a. (1) Awnings, outdoor antennas and outdoor equipment, whether or not attached to buildings; and
 - (2) Structures that are not buildings;

at actual cash value at the time of loss but not more than the amount required to repair or replace.
- b. Dwelling, Outbuilding and Contents Coverage at replacement cost without deduction for depreciation, subject to the following:
 - (1) If, at the time of loss, the amount of insurance in this policy on the damaged property is 80% or more of the full replacement cost of the property immediately before the loss, we will pay the cost to repair or replace, after application of deductible and without deduction for depreciation, but not more than the least of the following amounts:
 - (a) the limit of liability under this policy that applies to the damaged property;
 - (b) the replacement cost of that part of property for like construction and use on the same premises; or
 - (c) the necessary amount actually spent to repair or replace the damaged property.
 - (2) If, at the time of loss, the amount of insurance in this policy on the damaged property (building or contents) is less than 80% of the full replacement cost of the property immediately before the loss, we will pay the greater of the following amounts, but not more than the limit of liability under this policy that applies to the property:
 - (a) the actual cash value of that part of the property damaged; or
 - (b) that proportion of the cost to repair or replace, after application of deductible and without deduction for depreciation, that part of the property damaged, which the total amount of insurance in this policy on the damaged property bears to 80% of the replacement cost of the property.

- (3) To determine the amount of insurance required to equal 80% of the full replacement cost of the building immediately before the loss, do not include the value of:
 - (a) excavations, foundations, piers or any supports which are below the under surface of the lowest basement floor;
 - (b) those supports in (a) above which are below the surface of the ground inside the foundation walls, if there is no basement; and
 - (c) underground flues, pipes, wiring and drains.
- (4) We will pay no more than the actual cash value of the damage unless:
 - (a) actual repair or replacement is complete; or
 - (b) the cost to repair or replace the damage is both:
 - (1) less than 5% of the amount of insurance in this policy on the building; and
 - (2) less than \$2500.
- (4) You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss or damage to buildings or contents on an actual cash value basis. You may then make claim within 180 days after loss for any additional liability on a replacement cost basis.
- (5) If at time of loss, the underlying fire policy does not provide for replacement cost loss settlement then the loss settlement for this coverage shall be settled on an actual cash value basis.

Mississippi Windstorm Underwriting Association

Endorsement for Complete Exclusion of Damage or Loss Resulting from Fungi (Including Mold), Wet or Dry Rot, or Bacteria

(Applicable to ALL Policies Issued for the Mississippi Windstorm Underwriting Association)

In consideration of the rate of premium at which this policy is written, the policy is amended as follows:

1. **Exclusion of Damage Resulting from Fungi, Wet or Dry Rot, or Bacteria**

Any other language of the policy and endorsements notwithstanding, this policy does not provide any coverage for any loss, damage, or cost directly or indirectly caused by, resulting from, contributed to, or aggravated by **fungi**, wet or dry rot, or bacteria, even if such **fungi**, wet or dry rot, or bacteria were caused or contributed to directly or indirectly by a covered windstorm or hail event.

2. **Definition** (terms and phrases in bold print are defined and applied as follows)

“Fungi” means any type or form of fungus or fungi, including but not limited to mold, mildew, mycotoxins, spores, and includes scents and byproducts produced or released by such **fungi**.

Mississippi Windstorm Underwriting Association

Commercial (Other than One through Four Family Dwelling) Windstorm and Hail Deductible Clause

(Applicable only to Properties Covered by Policies Issued for the Maximum Limits in the Mississippi Windstorm Underwriting Association)

In consideration of the premium for which this policy is written, it is understood and agreed that the policy is amended as follows:

1. The Coinsurance Clause does not apply.
2. The Pro Rata Liability Clause (lines 86 through 89) is eliminated.
3. The Deductible Clause, presently a part of the printed conditions of the form attached to this policy and applicable to loss caused by the perils of Windstorm and Hail, is eliminated and the following applies:

Windstorm and Hail Deductible Clause

In consideration of the rate of premium at which this policy is written, it is a condition of this contract that the deductible clause, presently a part of the printed conditions of the form attached to this policy and applicable to loss caused by the perils of Windstorm and Hail, is hereby eliminated and the following deductible clause is substituted therefor:

In consideration of the rate of premium at which this policy is written, liability hereunder does not cover or become insurance against that portion of loss by any one windstorm and/or hailstorm which shall be less than an amount equal to two percent (2%) of the total combined (building and contents) values of all building(s) or contents covered hereunder at the time of such loss if such total combined values equals \$5 million or less.

If at the time of loss the total combined (building and contents) values is greater than \$5 million, liability hereunder does not cover or become insurance against that portion of loss by any one windstorm and/or hailstorm which shall be less than an amount equal to five percent (5%) of the total combined (building and contents) values of all building(s) or contents covered hereunder at the time of such loss.

Mississippi Windstorm Underwriting Association

Privacy Policy

The Mississippi Windstorm Underwriting Association believes that protecting your privacy is of critical importance. We feel that you should understand what ***non-public personal information*** we collect, how we use the information and how we safeguard it. This statement describes the types of non-public personal information we collect and use to provide insurance products and services to our customers.

COLLECTING INFORMATION

We collect non-public personal information to perform the services you have requested from the following sources:

- Information we receive from you on applications or other forms;
- Information about your transactions with us, our affiliates or others; and
- Information from consumer reporting agencies, such as credit, property inspection and claims activity reports.
- Information received in handling claims.

CUSTOMER INFORMATION WE SHARE WITH OTHERS

We do not disclose any non-public personal information about our customers or former customers to anyone, except as permitted by law.

HOW WE PROTECT YOUR NON-PUBLIC PERSONAL INFORMATION

We value your trust and handle information about you with care. We restrict access to non-public personal information about you to employees, affiliates or non-affiliates who need to know such information in order to provide products and services to you. We maintain physical, procedural and electronic safeguards to protect our current and former customer non-public information.

CHANGES TO OUR PRIVACY POLICY

This privacy policy applies to products or services provided for personal, family, or household purposes in the United States by the Mississippi Windstorm Underwriting Association. Although we may change this policy at any time, please rest assured that you will be notified of any changes as required by law.

MAINTAINING ACCURATE INFORMATION

We also maintain procedures to ensure that the information we collect is accurate, up-to-date, and as complete as possible. If you believe the information we have about you in our records or files is incomplete or inaccurate, you may request that we make additions or corrections, or if it is feasible, that we delete this information from our files. Your request must be in writing and you should mail your request to us, addressed as follows: (*be sure to include your policy number, name, address and phone number with your request*): Privacy Services, MWUA, Post Office Box 5389, Jackson, Mississippi 39296-5389.

Thank you for allowing us to serve you. As described in our Privacy Policy, we aim to continually protect your non-public information. Please realize that because we value our customer relationship we endeavor to provide you with excellent products and service.

Mississippi Windstorm Underwriting Association

Notice of Flood and Earthquake Exclusions

Dear MWUA Customer:

To help you review your insurance coverage, the Mississippi Department of Insurance has requested we remind you of the following:

Flood Exclusion:

Your policy excludes coverage for damage caused by flooding of all types. This exclusion may exclude any and all damages resulting from storm surge from a hurricane, surface water, flash floods, waves, tidal water, tidal waves, wind-driven rain or water, or any other overflow of water, and spray from any of these events. For further details, please see the language of your policy. The language of your policy will control the obligations of the parties.

You are further advised that to be covered for such a loss, you will have to obtain a separate flood insurance policy through the National Flood Insurance Program (NFIP). Your insurance agent can provide you with information regarding obtaining flood insurance from the NFIP and whether it is available in your location. The NFIP can provide both structure and contents coverage.

Earthquake Exclusion:

Your policy excludes coverage for any damages caused or precipitated by an earthquake or earth movement. This exclusion generally excludes all damages caused or in any way resulting from an earthquake, earth movements, tremors and aftershocks, and also excludes earth movement, land shock waves, aftershocks and tremors before, during or after a volcanic eruption. For further details, please see the language of your policy. The language of the policy will control the obligations of the parties.

You are further advised that to be covered for such a loss, you will have to obtain a separate earthquake endorsement or special earthquake policy. Not all insurance companies provide earthquake coverage. Your insurance agent can provide you with information on coverage for damage due to an earthquake.

We appreciate the opportunity to provide this information to you. If you have questions about anything in this notice or would like to discuss your coverage, please call your agent.

GENERAL PROPERTY FORM

Insurance applies only to item(s) specifically described in this policy for which an amount of insurance is shown and, unless otherwise provided, all provisions and stipulations of this form and policy shall apply separately to each such item.

SECTION I—PROPERTY COVERED

When the insurance under this policy covers “**Building(s)**”, “**Personal Property of the Insured**”, or “**Personal Property of Others**” such insurance shall cover in accordance with the following description(s) of coverage.

COVERAGE A—BUILDING(S): Building(s) or structure(s) shall include attached additions and extensions; fixtures, machinery and equipment constituting a permanent part of and pertaining to the service of the building; yard fixtures; personal property of the named Insured used for the maintenance or service of the described building(s), including fire extinguishing apparatus, outdoor furniture, floor coverings and appliances for refrigerating, ventilating, cooking, dishwashing, laundering (but not including other personal property in apartments or rooms furnished by the named Insured as landlord); all while at the described locations.

COVERAGE B—PERSONAL PROPERTY OF THE INSURED: Personal property of the Insured means only business personal property, owned by the named Insured usual to the occupancy of the named Insured, including bullion, manuscripts, furniture, fixtures, equipment and supplies, not otherwise covered under this policy, and shall also include the named Insured’s interest in personal property owned by others to the extent of the value of labor, materials and charges furnished, performed or incurred by the named Insured; all while (1) in or on the described buildings, or (2) in the open (including within vehicles) on or within 100 feet of the described premises.

This coverage shall also include Tenant’s Improvements and Betterments, when not otherwise specifically covered. Tenant’s Improvements and Betterments means the named Insured’s use interest in fixtures, alterations, installations or additions comprising a part of the buildings occupied but not owned by the named Insured and made or acquired at the expense of the named Insured exclusive of rent paid by the named Insured exclusive of rent paid by the named Insured, but which are not legally subject to removal by the named Insured.

COVERAGE C—PERSONAL PROPERTY OF OTHERS: This insurance shall cover for the account of the owner(s) (other than the named Insured) personal property belonging to others in the care, custody or control of the named Insured, while (1) in or on the described buildings, or (2) in the open (including within vehicles) on or within 100 feet of the described premises.

Loss shall be adjusted with the named Insured for the account of the owner(s) of the property, except the right to adjust such loss with the owner(s) is reserved to this Company and the receipt(s) of the owner(s) in satisfaction thereof shall be in full satisfaction of any claim by the named Insured for which payment(s) has been made. This coverage shall not otherwise benefit the named Insured nor any carrier or other bailee.

DEBRIS REMOVAL: This insurance covers expense incurred in the removal of debris of the property covered, which may be occasioned by loss caused by any of the perils insured against in this policy.

The total liability under this policy for both loss to property and debris removal expense shall not exceed the amount of insurance applying under this policy to the property covered.

This company shall not be liable for a greater proportion of such debris removal expense than the amount of insurance under this policy bears to the whole amount of insurance covering the property against the peril causing the loss, whether or not other insurance covers such expense.

SECTION II—PROPERTY NOT COVERED

A. THIS POLICY DOES NOT COVER:

1. Animals and pets;

2. Aircraft; watercraft, including motors, equipment and accessories (except rowboats)

and canoes while out of water and on the described premises);

3. Growing crops and lawns;
4. Personal property while waterborne;
5. Property which is more specifically covered in whole or in part by this or any other contract of insurance, except for the amount of loss which is in excess of the amount due from such more specific insurance;
6. Personal property in which parties other than the named Insured also have an insurable interest, when the named Insured's interest in said property is otherwise covered by insurance.

B. THIS POLICY DOES NOT COVER THE FOLLOWING PROPERTY UNLESS SPECIFICALLY DESCRIBED ON THE FIRST PAGE OF THIS POLICY OR BY ENDORSEMENT:

1. Vehicles designed for use on public thoroughfares;
2. Outdoor signs, whether or not attached to a building or structure;

3. Outdoor trees, shrubs and plants, except as provided in Section III—Extensions of Coverage;

4. Outdoor swimming pools; fences; piers, wharves and docks; beach or diving platforms or appurtenances; retaining walls not constituting a part of buildings; walks, roadways and other paved surfaces.

C. THIS POLICY DOES NOT COVER THE FOLLOWING PROPERTY WHEN SECTION IV—COINSURANCE CLAUSE APPLIES, UNLESS ADDED BY ENDORSEMENT:

1. Cost of excavations, grading or filling;
2. Foundations of buildings, machinery, boilers or engines which foundations are below the undersurface of the lowest basement floor, or where there is no basement, below the surface of the ground;
3. Pilings, piers, pipes, flues and drains which are underground;
4. Pilings which are below the low water mark.

THE ABOVE EXCLUSIONS SHALL NOT APPLY TO THE FOLLOWING PROPERTY WHEN HELD FOR SALE OR SOLD BUT NOT DELIVERED:

1. Animals and pets;
2. Watercraft, including motors, equipment and accessories, while not afloat;
3. Outdoor trees, shrubs and plants.

**SECTION III—EXTENSIONS OF COVERAGE
(THIS SECTION IS APPLICABLE ONLY WHEN 80% OR HIGHER COINSURANCE CLAUSE**

When the named Insured elects to apply the following Extensions of Coverage:

A. The liability of this Company for loss in any one occurrence, including loss under these Extensions, shall not exceed the amount of insurance applicable to the coverage(s) being extended, except as provided under Extension No. 1.

B. This company shall not be liable for a greater proportion of any loss than would have been the case if all fire insurance policies covering the described property had contained an identical Extension of Coverage and the same election were made under all such policies.

C. When there is other insurance, whether collectible or not, this Company shall not be liable for more than its pro rata share of the amounts set forth in these Extensions of Coverage.

1. PERSONAL PROPERTY OF OTHERS: The named Insured may apply at each location up to 2%, but not exceeding \$2,000, of the amount of insurance for Coverage B—Personal Property of the Insured at such location, as an additional amount of insurance, to cover for the account of the owner(s) (other than the named Insured), direct loss by a peril insured against to personal property similar to that covered by this policy, belonging to

others in the care, custody or control of the named Insured, while (1) in or on the described buildings, or (2) in the open (including within vehicles) on or within 100 feet of the described premises.

Loss shall be adjusted with the named Insured for the account of the owner(s) of the property, except that the right to adjust such loss with the owner(s) is reserved to this Company and the recipient(s) of

the owner(s) in satisfaction thereof shall be in full satisfaction of any claim by the named Insured for which payment(s) has been made. This Extension of Coverage shall not otherwise benefit the named Insured nor any carrier or other bailee.

2. OFF-PREMISES: The named Insured may apply up to 2%, but not exceeding \$5,000 nor less than \$1,000, of the sum of the amount(s) of insurance for Coverage A—Building(s) and Coverage B—Personal Property of the Insured at a described location, to cover direct loss by a peril insured against to such property, other than merchandise or stock (raw, in process, or finished), owned by the named Insured. Coverage for property under Coverage A—Building(s) applies only while such property is temporarily removed for purposes of cleaning, repairing, reconstruction or restoration.

This Extension of Coverage shall: (a) not apply to property in transit nor to property on any premises owned, leased, operated or controlled by the named Insured; (b) not apply except as excess over the amount due from any other insurance covering the property, whether or collectible or not; (c) not directly or indirectly benefit any carrier or other bailee.

3. NEWLY ACQUIRED PROPERTY:

A. The named Insured may apply up to 10%, but not exceeding \$25,000, of the amount of insurance for Coverage A—Building(s) to cover direct loss by a peril insured against to the following described property:

(1) New buildings and new structures being constructed on the described premises and intended for similar occupancy. This coverage shall cease 30 days from the date construction begins or on the date the values of new construction are reported to this Company, or on the expiration date of the policy, whichever occurs first.

(2) Buildings acquired by the named Insured at any location, elsewhere than at the described premises, within the fifty states of the United States of America and the District of Columbia and used by him for similar occupancies or warehouse purposes. This coverage shall cease 30 days from the date of such acquisition or on the date values of the buildings are reported to this Company, or on the expiration date of the policy, whichever

occurs first.

B. The named Insured may apply up to 10%, but not exceeding \$10,000, of the amount of insurance for Coverage B—Personal Property of the Insured to cover direct loss in any one occurrence by a peril insured against to such property at any location (except fairs and exhibitions) acquired by the named insured, elsewhere than at the described premises, within the fifty states of the United States of America and the District of Columbia. This coverage shall cease 30 days from the date of such acquisition or on the date values at such locations are reported to this Company, or on the expiration date of the policy, whichever occurs first.

Additional premium shall be due and payable for values so reported from the date construction begins or the property is acquired.

4. PERSONAL EFFECTS: The named Insured may apply up to 5%, but not exceeding \$500, of the amount of insurance for Coverage B—Personal Property of the Insured to cover direct loss by a peril insured against to personal effects while located on the described premises, belonging to the named Insured, officers, partners or employees thereof, and limited to \$100 on personal effects owned by any one individual. This Extension of Coverage does not apply if the loss is covered by any other insurance, whether collectible or not, or which would have been covered by such other insurance in the absence of this policy. At the option of this Company, loss under this Extension of Coverage may be adjusted with and payable to the named Insured.

5. VALUABLE PAPERS AND RECORDS: The named Insured may apply up to 5%, but not exceeding \$500, of the amount of insurance for Coverage B—Personal Property of the Insured at a described location to cover direct loss by a peril insured against under this policy to valuable papers and records. This Extension of Coverage covers only the cost of research and other expense necessarily incurred by the named Insured to reproduce, replace, or restore such valuable papers and records consisting of computer programs and books of account, manuscripts, abstracts, drawings, card index systems, film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing, and other records, all the property of the named Insured at such location(s).

6. OUTDOOR TREES, SHRUBS AND PLANTS: The named Insured may apply up to 5%, but not exceeding \$1,000, of the sum of the amount(s) of insurance for Coverage A—Building(s) and Coverage (B)—Personal Property of the Insured to cover outdoor trees, shrubs and plants at the location(s) described in this policy against direct

loss in any one occurrence by the perils of fire, lightning, explosion, riot, civil commotion or aircraft, but only to the extent such perils are insured against. This Company shall not be liable for more than \$250 on any one tree, shrub or plant, including debris removal expense.

SECTION IV—COINSURANCE CLAUSE

(THIS SECTION VOID UNLESS A PERCENTAGE IS SPECIFIED IN THE APPROPRIATE SPACE ON THE FIRST PAGE OF THIS POLICY OR BY ENDORSEMENT)

This Company shall not be liable for a greater proportion of any loss to the property covered than the amount of insurance under this policy for such property bears to the amount produced by multiplying the actual cash value of such property at the time of the loss by the coinsurance percentage applicable (specified on the first page of this policy, or by endorsement).

In the event that the aggregate claim for any loss is both less than \$10,000 and less than 5% of the total amount of insurance applicable to the

property involved at the time such loss occurs, no special inventory or appraisal of the undamaged property shall be required, providing that nothing herein shall be construed to waive the application of the first paragraph of this clause.

The value of property covered under Extensions of Coverage, and the cost of the removal of debris, shall not be considered in the determination of actual cash value when applying the Coinsurance Clause.

SECTION V—DEDUCTIBLE CLAUSE

The sum of \$100 shall be deducted from the amount of loss to property in any one occurrence resulting from any of the perils insured against. This deductible shall apply separately to each building (including personal property therein), separately to personal property in each building if no coverage is provided on the containing building and separately to personal property in the open

(including within vehicles). The aggregate amount of this deductible in any one occurrence shall not exceed \$1,000.

This deductible shall not apply to insurance covering Business Interruption, Tuition Fees, Extra Expense, Additional Living Expense, Rent or Rental Value or Leasehold Interest.

SECTION VI—PERILS INSURED AGAINST

This policy insures against all direct loss caused by:

1. FIRE OR LIGHTNING,

2. REMOVAL, meaning loss by removal of the property covered hereunder from premises endangered by the perils insured against, and the amount of insurance applies pro rata for 5 days at each proper place to which such property shall necessarily be removed for preservation from the perils insured against.

This policy is extended to insure against direct loss by Windstorm, Hail, Smoke, Explosion, Riot, Riot Attending A Strike, Civil Commotion, Aircraft And Vehicles as hereinafter provided,

only when premium for EXTENDED COVERAGE is shown on the first page of this policy or by endorsement.

3. WINDSTORM OR HAIL, excluding loss caused directly or indirectly by frost or cold weather, or ice (other than hail), snow or sleet, whether driven by wind or not.

A. This Company shall not be liable for loss to the interior of the building(s) or the property covered therein caused:

(1) by rain, snow, sand or dust, whether driven by wind or not, unless the building(s) covered or containing the property covered shall first sustain an actual damage to roof or walls by the

direct action of wind or hail and then shall be liable for loss to the interior of the building(s) or the property covered therein as may be caused by rain, snow, sand or dust entering the building(s) through openings in the roof or walls made by direct action of wind or hail; or (2) by water from sprinkler equipment or from other piping, unless such equipment or piping be damaged as a direct result of wind or hail.

B. This Company shall not be liable for Windstorm or Hail damage to the following property:

- (1) Windmills, wind pumps or their towers;
- (2) Crop silos or their contents;
- (3) Metal smokestacks; or
- (4) When outside of buildings,
 - (a) Grain, hay, straw or other crops,
 - (b) Trees, shrubs or plants,
 - (c) Awnings of fabric or slat construction, canopies of fabric or slat construction, including their supports,
 - (d) Radio or television antennas, including their lead-in wiring, masts or towers.

4. SMOKE, meaning sudden and accidental damage from smoke, other than smoke from agricultural smudging or industrial operations.

5. EXPLOSION, including direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the firebox (or combustion chamber) of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom.

A. This Company shall not be liable for loss by explosion of steam boilers, steam pipes, steam turbines or steam engines, if owned by, leased by or operated under the control of the Insured.

B. The following are not explosions within the intent or meaning of these provisions:

- (1) Shock waves caused by aircraft, generally known as "sonic boom",
- (2) Electric arcing,
- (3) Rupture or bursting of rotating or moving parts of machinery caused by centrifugal force or mechanical breakdown,
- (4) Water hammer,
- (5) Rupture or bursting of water pipes,
- (6) Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water,
- (7) Rupture, bursting or operation of pressure relief devices.

6. RIOT, RIOT ATTENDING A STRIKE OR CIVIL COMMOTION, including direct loss by acts of striking employees of the owner or tenant(s) of the described building(s) while occupied by said striking employees and shall also include direct loss from pillage and looting occurring during and at the immediate place of a riot, riot attending a strike or civil commotion. This Company shall not be liable for loss resulting from damage to or destruction of property due to change in temperature or humidity or interruption of operations whether or not such loss is covered by this policy as to other perils.

7. AIRCRAFT OR VEHICLES, meaning only direct loss resulting from actual physical contact of an aircraft or a vehicle with the property covered or with the building(s) containing the property covered, except that loss by aircraft includes direct loss by objects falling therefrom.

This Company shall not be liable for loss:

A. by any vehicle owned or operated by an Insured or by any tenant of the described premises;

B. by any vehicle to fences, driveways, walks, or when outside of buildings, to trees, shrubs or plants;

C. to any aircraft or vehicle including its contents other than stocks of aircraft or vehicles in process of manufacture or for sale.

The word "vehicles" means vehicles running on land or tracks but not aircraft. The word "aircraft" shall include self-propelled missiles and spacecraft.

This policy is extended to insure against direct loss by Vandalism or Malicious Mischief as hereinafter provided, only when premium for VANDALISM AND MALICIOUS MISCHIEF is shown on the first page of this policy or by endorsement.

8. VANDALISM OR MALICIOUS MISCHIEF, meaning only the willful and malicious damage to or destruction of the property covered.

This Company shall not be liable for loss—

A. to glass (other than glass building blocks) constituting part of a building, structure or an outside sign;

B. by pilferage, theft, burglary or larceny, except that this Company shall be liable for willful damage to the building(s) covered caused by burglars in gaining entrance to or exit from the building(s) or any part of the building(s);

C. by explosion of steam boilers, steam pipes, steam turbines or steam engines, if owned by, leased by, or operated under the control of the named Insured; or by rupture or bursting of

rotating or moving parts of machinery caused by centrifugal force or mechanical breakdown;
D. from depreciation or deterioration;
E. if the described building(s) had been vacant or unoccupied beyond a period of 30 consecutive days immediately preceding the loss, whether or not such period commenced prior to the inception date of insurance against

these perils; but a building in process of construction shall not be deemed vacant or unoccupied, nor shall the unoccupancy provision be applicable to private dwelling property or to such occupancy as is usual or incidental to the described occupancy. (The words "vacant" and "unoccupied" are defined in Section IX, paragraph 8.)

SECTION VII—EXCLUSIONS

1. ELECTRICAL APPARATUS: This Company shall not be liable for any loss resulting from any electrical injury or disturbance to electrical appliances, devices, fixtures or wiring caused by electrical currents artificially generated unless fire as insured against ensues, and then this Company shall be liable for only its proportion of loss caused by the ensuing fire.

2. NUCLEAR CLAUSE (Not applicable in New York): The word "fire" in this policy or endorsements attached hereto is not intended to and does not embrace nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and loss by nuclear reaction or nuclear radiation or radioactive contamination is not intended to be and is not insured against by this policy or said endorsements, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by "fire" or any other perils insured against by this policy or said endorsements; however, subject to the foregoing and all provisions of this policy, direct loss by "fire" resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.

3. NUCLEAR CLAUSE (Applicable in New York): This policy does not cover loss or damage caused by nuclear reaction or nuclear radiation or radioactive contamination, all whether directly or indirectly resulting from an insured peril under this policy.

4. NUCLEAR EXCLUSION (Not applicable in New York): (This clause applies to all perils insured against hereunder except the perils of fire and lightning, which are otherwise provided for in the Nuclear clause above): Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, is not insured against by this policy, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by any of

the perils insured against by this policy; and nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, is not "explosion" or "smoke".

5. ORDINANCE OR LAW: This Company shall not be liable for loss, including debris removal expense, occasioned directly or indirectly by enforcement of any ordinance or law regulating the use, construction, repair or demolition of property, unless such liability is otherwise specifically assumed by endorsement.

6. POWER FAILURE: This Company shall not be liable for loss caused directly or indirectly by the interruption of power or other utility service furnished to the described premises if the interruption takes place away from the described premises. If a peril insured against ensues on the described premises, this Company shall be liable only for its proportion of loss caused by the ensuing peril.

7. WAR RISK (This clause applies to all perils insured against hereunder except the perils of fire, lightning and removal which are otherwise provided for in this policy): This Company shall not be liable for loss caused directly or indirectly by:

A. hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack,

(1) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or

(2) by military, naval or air forces; or

(3) by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such a government, power, authority or forces;

B. insurrection, rebellion, revolution, civil war, usurped power, or action taken by

governmental authority in hindering, combating or defending against such an occurrence.

8. WATER EXCLUSION: This Company shall not be liable for loss caused by, resulting from, contributed to or aggravated by any of the following:

A. flood, surface water, waves, tidal water or tidal wave, overflow of streams or other bodies of water, or spray from any of the foregoing, all whether driven by wind or not;

B. water which backs up through sewers or drains;

C. water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows, or any other opening in such sidewalks, driveways, foundations, walls or floors;

unless fire or explosion as insured against ensues, and then this Company shall be liable for only its

proportion of loss caused by the ensuing fire or explosion.

9. EARTH MOVEMENT: This Company shall not be liable for loss caused by, resulting from, contributed to or aggravated by earth movement, including but not limited to earthquake, landslide, mudflow, earth sinking, earth rising or shifting unless fire or explosion as insured against ensues and then this Company shall be liable for only loss caused by the ensuing fire or explosion.

10. VOLCANIC ERUPTION: This Company shall not be liable for loss caused by volcanic eruption unless direct loss by fire or breakage of glass or safety glazing material ensues. In this event, this Company shall be liable for only the direct loss to the property insured caused by the ensuing fire and if an insured peril, the ensuing breakage of glass or safety glazing material.

Volcanic eruption means the eruption, explosion or effusion of a volcano.

SECTION VIII—VALUATION

The following bases are established for valuation of property:

1. All property at actual cash value, except as provided below or by endorsement.

2. The value of all stock actually sold but not delivered shall be the price at which it was sold, less all discounts and unincurred expenses.

Tenant's improvements and betterments:

A. If repaired or replaced at the expense of the named Insured within a reasonable time after loss, the actual cash value of the damaged or destroyed improvements and betterments.

B. If not repaired or replaced within a reasonable time after loss, that proportion of the original cost at time of installation of the damaged or destroyed property which the unexpired term of the lease or rental agreement, whether written or oral, in effect at the time of loss bears to the periods from the dates such improvements or betterments were

made to the expiration date of the lease.

C. If repaired or replaced at the expense of others for the use of the named Insured, there shall be no liability hereunder.

4. Valuable Papers and Records:

A. Books of account, manuscripts, abstracts, drawings, card index systems and other records (except film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing) for not exceeding the cost of labor incurred by the named Insured for transcribing or copying such records.

B. Film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing for not exceeding the cost of such media in unexposed or blank form.

C. Computer programs for not exceeding the cost of labor incurred by the named Insured for transcribing or copying such programs.

SECTION IX—OTHER PROVISIONS

1. APPORTIONMENT: This Company shall not be liable for a greater proportion of any loss less the amount of the deductible, if any, from any peril or perils included in this policy than (A) the amount of insurance under this policy bears to the whole amount of fire insurance covering the property, or

which would have covered the property except for the existence of this insurance, whether collectible or not, and whether or not such other fire insurance covers against the additional peril or perils insured against hereunder, nor (B) for a greater proportion of any loss less the amount of the deductible, if any

than the amount hereby insured bears to all insurance, whether collectible or not, covering in any manner such loss, or which would have covered such loss except for the existence of this insurance; except if any type of insurance other than fire extended to cover additional perils or windstorm insurance applies to any loss to which this insurance also applies, or would have applied to any such loss except for the existence of this insurance, the limit of liability of each type of insurance for such loss, hereby designated as "joint loss", shall first be determined as if it were the only insurance, and this type of insurance shall be liable for no greater proportion of joint loss than the limit of its liability for such loss bears to the sum of all such limits. The liability of this Company (under this policy) for such joint loss shall be limited to its proportionate part of the aggregate limit of this and all other insurance of the same type. The words "joint loss", as used in the foregoing, mean that portion of the loss in excess of the highest deductible, if any, to which this policy and other types of insurance above referred to both apply.

2. CONTROL OF PROPERTY: This insurance shall not be prejudiced by any act or neglect of any person (other than the named Insured), when such act or neglect is not within the control of the named Insured.

3. DIVISIBLE CONTRACT CLAUSE: If this policy covers two or more buildings or the contents of two or more buildings, the breach of any condition of the policy in any one or more of the buildings covered or containing the property covered shall not prejudice the right to recover for loss occurring in any building covered or containing the property covered, where at the time of loss a breach of condition does not exist.

4. INSPECTION OF PROPERTY AND OPERATIONS: This Company and any person or organization making inspections on the Company's behalf shall be permitted but not obligated to inspect the named Insured's property and operations at any time. Neither the right of this Company and any person or organization to make such inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named Insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

5. LIBERALIZATION: If during the period that insurance is in force under this policy, or within 45

days prior to the inception date thereof, on behalf of this Company there be adopted or filed with and approved or accepted by the insurance supervisory authorities, all in conformity with law, any changes in the form attached to this policy by which this form of insurance could be extended or broadened without increased premium charge by endorsement or substitution of form, then such extended or broadened insurance shall inure to the benefit of the named Insured hereunder as though such endorsement or substitution of form had been made.

6. LOSS CLAUSE: Any loss hereunder shall not reduce the amount of this policy.

7. MORTGAGE CLAUSE (Not applicable in Minnesota): (Applies only to building items and is effective only when policy is made payable to a named mortgagee or trustee.)

Loss or damage, if any, under this policy, shall be payable to the mortgagee (or trustee), named on the first page of this policy, as interest may appear, under all present or future mortgages upon the property herein described in which the aforesaid may have an interest as mortgagee (or trustee) in order of precedence of said mortgages, and this insurance, as to the interest of the mortgagee (or trustee) only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the within described property, nor by any foreclosure or other proceedings or notice of sale relating to the property, nor by any change in the title or ownership of the property, nor by the occupation of the premises for purposes more hazardous than are permitted by this policy; provided, that in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgagee (or trustee) shall, on demand pay the same.

Provided, also, that the mortgagee (or trustee) shall notify this Company of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of said mortgagee (or trustee) and, unless permitted by this policy, it shall be noted thereon and the mortgagee (or trustee) shall, on demand, pay the premium for such increased hazard for the term of the use thereof; otherwise this policy shall be null and void.

This Company reserves the right to cancel this policy at any time as provided by its terms, but in such case this policy shall continue in force for the benefit only of the mortgagee (or trustee) for 30 days after notice to the mortgagee (or trustee) of

such cancellation and shall then cease, and this Company shall have the right, on like notice, to cancel this agreement.

Whenever this Company shall pay the mortgagee (or trustee) any sum for loss under this policy and shall claim that, as to the mortgagor or owner, no liability therefor existed, this Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the mortgage debt, or may, at its option, pay to the mortgagee (or trustee) the whole principal due or to grow due on the mortgage with interest, and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities; but no subrogation shall impair the right of the mortgagee (or trustee) to recover the full amount of said mortgagee's (or trustee's) claim.

8. PERMITS AND USE: Except as otherwise provided, permission is granted:

A. to make additions, alterations and repairs. This policy insofar as it covers building(s) or structure(s), is extended to cover additions, alterations and repairs, when not otherwise covered by insurance, including temporary structures constructed on site, materials, equipment and supplies therefor on or within 100 feet of the described premises; and this policy, insofar as it covers contents, is extended to cover in such additions. This provision does not waive or modify any of the conditions of the Automatic Sprinkler Clause, if any, attached to this policy;

B. for such unoccupancy as is usual or incidental to the described occupancy; but vacancy is limited to the 60 day period permitted by the policy conditions ("Vacant" or "Vacancy" means containing no contents pertaining to operations or activities customary to occupancy of the building. "Unoccupied" or "Unoccupancy" means containing contents pertaining to the occupancy of the building while operations or other customary activities are suspended);

C. in the event of loss hereunder, to make reasonable repairs, temporary or permanent, provided such repairs are confined solely to the protection of the property from further damage, and provided further that the named Insured shall keep an accurate record of such repair expenditures. The cost of any such repairs directly attributable to damage by any peril

insured hereunder shall be included in determining the amount of loss hereunder. Nothing herein contained is intended to modify the policy requirements applicable in case loss occurs, and in particular the requirement that, in case loss occurs, the named Insured shall protect the property from further damage.

9. PROTECTIVE SAFEGUARDS: It is a condition of this insurance that the insured shall maintain so far as is within his control such protective safeguards as are set forth by endorsement hereto.

Failure to maintain such protective safeguards shall suspend this insurance, only as respects the location or situation affected, for the time of such discontinuance.

10. PROVISIONS APPLICABLE ONLY WHEN THIS POLICY COVERS BUSINESS INTERRUPTION, TUITION FEES, EXTRA EXPENSE, ADDITIONAL LIVING EXPENSE, RENT OR RENTAL VALUE, LEASEHOLD INTEREST OR OTHER CONSEQUENTIAL LOSS:

The term "direct", as applied to loss, means loss, as limited and conditioned in this policy, resulting from direct loss to described property from the peril(s) insured against. If the business of the owner or tenant(s) of the described building(s) is interrupted by a strike at the described location, this Company shall not be liable for any loss due to interference by any person(s) with rebuilding, repairing or replacing the property damaged or destroyed or with the resumption or continuation of business.

11. SUBROGATION: This insurance shall not be invalidated should the named Insured waive in writing prior to a loss any or all right of recovery against any party for loss occurring to the property described.

MISSISSIPPI DEPARTMENT OF INSURANCE

Policyholder Bill of Rights for Policyholders of Mississippi Windstorm Underwriting Association

The rights set forth below shall serve as standards to be followed by the Mississippi Department of Insurance in exercising its powers and duties, in exercising administrative discretion, in dispensing administrative interpretations of the law, and in regulating insurance companies pursuant to the Unfair and Deceptive Trade Practices Act, Mississippi Code §§83-5-29 through 83-5-51. Pursuant to Mississippi Code §§83-34-1 through 83-34-39 and Mississippi Department of Insurance Regulation 2007-1, as amended, these rights include, but are not limited to, the following:

1. Policyholders shall have the right to know that a policy issued by the Mississippi Windstorm Underwriting Association (hereinafter "MWUA") is made available to them because the Mississippi Legislature, declaring that an adequate market for windstorm and hail insurance is necessary to the economic welfare of the State of Mississippi, acted to make sure such a market for windstorm and hail insurance for property damage exists in the lower six Mississippi Coast counties exists. There may be other insurance available with better benefits and at a more affordable price.
2. Policyholders shall have the right to assurance that the insurance market in general and that the MWUA, in particular, is financially stable.
3. Policyholders shall have the right to a policy in an easily readable format, to receive a complete policy, and to request a duplicate or replacement policy as needed.
4. Policyholders shall have the right to assurance that the MWUA must comply with Mississippi laws requiring delivery of coverage and loss prevention measures.
5. Policyholders shall have the right to balance and positive regulation by the Mississippi Department of Insurance.
6. Policyholders shall have the right to receive in writing from the MWUA the reason for any cancellation or nonrenewal or coverage. The written statement from the MWUA must provide an adequate explanation for the cancellation or nonrenewal of coverage.
7. Policyholders shall have the right to cancel their policy. The MWUA policy has a fully earned premium. When this policy is canceled, no premium is returned unless the policy is canceled for one of the following reasons: (1) the insured property has suffered a total loss; (2) the policyholder sold the insured property and provides sufficient proof of the sale; (3) the policyholder purchased another windstorm and hail policy for the insured

property and provides sufficient proof of new insurance; or (4) MWUA determines the property is no longer insurable. If a policy is canceled for one of these reasons, the policyholder shall receive a refund of any unearned premium subject to the policy's minimum earned premium. If a policy was funded by a premium finance company, the unearned premium will be returned to the premium finance company in accordance with the premium finance agreement.

8. Policyholders shall have the right to a written notification detailing any change in policy provisions relating to their coverage at renewal.
9. Policyholders shall have the right to receive a written explanation of why a claim is denied, in whole or in part.
10. Policyholders shall have the right to request and receive from the MWUA any adjuster reports, engineer reports, contractor reports, statements or documents which are not legally privileged documents that the MWUA prepared, had prepared, or used during its adjustment of the policyholder's claim. The MWUA may keep confidential any documents they prepare in conjunction with a fraud investigation. The MWUA may be required to maintain the confidentiality of any such document by a legal authority, such as the police or district attorney.
11. Policyholders shall have the right to have any decision regarding the denial or nonrenewal of their policy, or the adjustment of their rates not be based solely on the basis of their credit information. If the MWUA were to use credit information, the MWUA will comply with the provisions set forth in Mississippi Department of Insurance Regulation 2003-1, "Use of Credit History and Insurance Score for Determining Rates and Eligibility for Personal Insurance" and the Federal Fair Credit Reporting Act.
12. Policyholders shall have the right to prevent the MWUA, agent, adjuster, or financial institution from disclosing their personal financial information to companies or entities that are not affiliated with the MWUA or financial institution. The MWUA must comply with the provisions set out in Mississippi Department of Insurance Regulation 2001-1, "Privacy of Consumer Financial and Health Information Regulation".
13. Policyholders shall have the right to receive notice if the MWUA elects to non-renew or cancel their policy.
14. Policyholders shall have the right to be treated fairly and honestly when making a claim.
15. Policyholders shall have the right to reject any settlement amount offered by the MWUA.

16. Policyholders shall have the right to file a written complaint against the MWUA or the policyholder's insurance producer with the Mississippi Department of Insurance, and to have that complaint investigated by the Mississippi Department of Insurance.

Mississippi Windstorm Underwriting Association

INFLATION GUARD ENDORSEMENT

The Wind and Hail Declaration "Section 1" Coverage Limit that applies to **Coverage A** Building will be adjusted by an inflation adjustment percentage factor. The resulting adjusted **Coverage A** building limit will apply to the next renewal premium calculation accordingly.

If the **Coverage A** limit shown in the Wind and Hail Declaration "Section 1" is endorsed to a revised limit during the policy term, the **Coverage A** Building inflation adjustment percentage factor will apply to the revised limit for the next renewal premium calculation accordingly. Inflation guard factors are determined once annually.

All other provisions of this policy apply.