

**Exhibit A**

# Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "KNIGHT SPECIALTY INSURANCE COMPANY" IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FIFTEENTH DAY OF APRIL, A.D. 2024.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "KNIGHT SPECIALTY INSURANCE COMPANY" WAS INCORPORATED ON THE TENTH DAY OF JULY, A.D. 2013.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



  
Jeffrey W. Bullock, Secretary of State

5364033 8300

SR# 20241440954

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

Authentication: 203247340

Date: 04-15-24

**Exhibit B**

Karen Weldin Stewart, CIR-ML  
Commissioner



Delaware Department of Insurance

December 31, 2013

Nancy J. Stepanski  
Executive Vice President &  
Chief Operating Officer  
Westmont Associates, Inc.  
1763 Marlton Pike East  
Suite 200  
Cherry Hill, NJ 08003

**NOTE: Delaware Domestic Surplus Lines Insurers (DSL):** a Delaware DSLI is an admitted company, each Delaware DSLI is limited to writing surplus lines insurance only.

Re: Admission to the State of Delaware

Dear Ms. Stepanski:

I am pleased to enclose Delaware Certificate of Authority No. 5448P authorizing the Knight Specialty Insurance Company to transact insurance business in the State of Delaware, effective December 4, 2013.

The Delaware Department of Insurance is pleased to have Knight Specialty Insurance Company as part of the insurance industry in this State. Enclosed is a listing of names and phone numbers of the Department's personnel to contact for various services and inquiries. Please see that this information is distributed to the appropriate personnel within the Company.

We appreciate Knight Specialty Insurance Company's interest in Delaware, and look forward to a successful relationship in the future.

Sincerely,

Linda Sizemore, CPA, CFE  
Director of Company Regulation

LS:dtw  
Enclosure



No 5448 P

Annual Continuation Fee  
\$100.00

# State of Delaware



## Department of Insurance

### Certificate of Authority to Insurance Company

This Certifies that subject to and in accordance with the laws of this State,

The KNIGHT SPECIALTY INSURANCE COMPANY

Brandywine Village, 1807 North Market Street, Wilmington, DE 19802-4810

Of Administrative/Mailing: 4751 Wilshire Blvd., Suite 111, Los Angeles, CA 90010

Incorporated or Organized on July 10, 2013 in Delaware

as a Stock insurer is hereby authorized to transact the business of

Health, Property, Surety, Marine & Transportation, Casualty, including: Vehicle, Liability, Burglary & Theft

Personal Property Floater, Glass, Boiler & Machinery, Credit, Workers' Compensation & Employer's Liability,

Leakage & Fire Extinguisher Equipment, Malpractice, Elevator, Congenital Defects, Livestock, Entertainments

and Miscellaneous

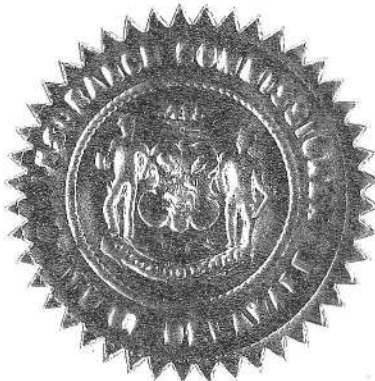
insurance within the State of Delaware as such classes are now or may hereinafter be defined. In Delaware, authority is limited to that described in Delaware Insurance Code, Chapter 19 as a Domestic Surplus Lines Insurer.

This Certificate of Authority is the property of State of Delaware and shall continue in force until terminated, suspended or revoked, subject to requirements for continuation by or on March 1 annually as set for in the Insurance Laws of the State of Delaware.

IN WITNESS WHEREOF,

I have hereunto set my hand and official seal, at Dover,

this 4th day of December, 20 13



*[Handwritten signature]*

Karen Weldin Stewart, CIR-ML  
INSURANCE COMMISSIONER

Actuary	Vacant
Property and Casualty Insurance Forms and Information Analyst	Ann Lyon (302)674-7372
Life and Health Insurance Forms and Information Analyst	Jennifer Stinson (302)674-7375
Media Relations/Public Information	Marla Carter (302)674-7303
Tax Coordinator: Premium Taxes, Surplus Lines, Retaliatory and Electronic Filing Contact	Ann Fletcher (302)674-7383
Admission Requirements & Service of Process Coordinator	Danielle Watson (302)674-7344
Annual Statement Filing Requirements	Brandi Biddle (302)674-7339
Accountant	Judy Lomax (302)674-7386
Accounts Payable	Alice Cabana (302)674-7382
Fees - Agents/Brokers	Linda Long (302)674-7392
Fees - Company	Danielle Watson (302)674-7344
Fees - Rates & Forms (Life & Health)	Jennifer Stinson (302)674-7371
Fees – Rates & Forms (Property & Casualty)	Ann Lyon (302)674-7371
Checks Made Payable To: Delaware Department of Insurance	

Karen Weldin Stewart, CIR-ML  
Commissioner



Delaware Department of Insurance

RE: Delaware Department of Insurance Contacts  
for Various Services and Inquiries

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Insurance Commissioner	Karen Weldin Stewart - CIR-ML
Executive Assistant to the Commissioner	Lorilee Harrison (302)674-7305
Deputy Insurance Commissioner	Gene Reed (302)674-7391
Executive Assistant to the Deputy Insurance Commissioner	Denise Myles (302)674-7306
Deputy Attorney General	Harding Drane (302)674-7326
Chief of Staff	Paul Reynolds (302)674-7312
Director of Company Regulation	Linda Sizemore (302)674-7343
Chief Financial Examiner	David M. Lonchar (302)674-7334
Director of Insurance Fraud Prevention	Gerald Pepper (302)674-7352
Assistant Director of Market Regulations	Linda Nemes (302)674-7373
Agents' Licensing Office Manager & Continuing Education Coordinator	Linda Long (302)674-7392
Company Licensing/Information Regarding Name Changes, Mergers, Redomestication, Amendments	Danielle Watson (302)674-7344
Director of Consumer Complaints and Inquiries	Michael Gould (302)674-7304

**Exhibit C**



EXCESS LINE ASSOCIATION  
OF NEW YORK

**Alex Sarfo**  
*Financial Director*

120 Wall Street, 24<sup>th</sup> Floor  
New York, NY 10005

June 10, 2021

Mr. Amit Shah  
President  
Knight Specialty Insurance Company  
4751 Wilshire Boulevard, Suite 111  
Los Angeles, CA 90010

RE: Knight Specialty Insurance Company Application for Eligibility

Dear Mr. Shah,

In response to Knight Specialty's application for excess line eligibility in New York, this is to advise you that Knight Specialty has provided sufficient documentation to establish that it meets New York's eligibility requirements. Those requirements are that the applicant maintains a minimum policyholder surplus of \$47,000,000 and that it is licensed in its home state to write the lines of business it seeks to write in New York on an excess line basis. As a result, transactions submitted to ELANY by excess line brokers, which Knight Specialty underwrites, will be processed in the ordinary course of business provided they otherwise meet the legal requirements for excess line transactions.

ELANY will conduct a complete analysis to determine if Knight Specialty meets ELANY's requirements for publication of the company's name on ELANY's list of New York E&S Insurers.

Regards,

A handwritten signature in blue ink, appearing to read 'Alex Sarfo'.

Alex Sarfo  
Financial Director

Follow ELANY



phone 646-292-5572  
[asarfo@elany.org](mailto:asarfo@elany.org) | [www.elany.org](http://www.elany.org)

**Exhibit D**

# EXHIBIT OF PREMIUMS AND LOSSES

(Statutory Page 14)



NAIC Group Code: 1316

BUSINESS IN THE STATE OF NEW YORK DURING THE YEAR

NAIC Company Code: 15366

19 New York

Line of Business	Gross Premiums, Including Policy and Membership Fees, Less Return Premiums and Premiums on Policies not Taken		3 Dividends Paid or Credited to Policyholders on Direct Business	4 Direct Unearned Premium Reserves	5 Direct Losses Paid (deducting salvage)	6 Direct Losses Incurred	7 Direct Losses Unpaid	8 Direct Defense and Cost Containment Expense Paid	9 Direct Defense and Cost Containment Expense Incurred	10 Direct Defense and Cost Containment Expense Unpaid	11 Commissions and Brokerage Expenses	12 Taxes, Licenses and Fees
	1 Direct Premiums Written	2 Direct Premiums Earned										
1. Fire												
2.1 Allied Lines												
2.2 Multiple Peril Crop												
2.3 Federal Flood												
2.4 Private Crop												
2.5 Private Flood												
3. Farmowners Multiple Peril												
4. Homeowners Multiple Peril												
5.1 Commercial Multiple Peril (Non-Liability Portion)	2,549,440	1,402,779		1,148,264		31,630	31,630	1,163	27,500	26,337	740,987	1,712
5.2 Commercial Multiple Peril (Liability Portion)	2,438,225	1,721,891		1,332,703		2,700	2,700	650	650		733,193	1,637
6. Mortgage Guaranty												
8. Ocean Marine												
9. Inland Marine	3,050	1,683		1,367							610	2
10. Financial Guaranty												
11.1 Medical Professional Liability - Occurrence												
11.2 Medical Professional Liability - Claims-Made												
12. Earthquake												
13.1 Comprehensive (Hospital and Medical) Individual (b)												
13.2 Comprehensive (Hospital and Medical) Group (b)												
14. Credit A & H (group and individual)												
15.1 Vision Only (b)												
15.2 Dental Only (b)												
15.3 Disability Income (b)												
15.4 Medicare Supplement (b)												
15.5 Medicaid Title XIX (b)												
15.6 Medicare Title XVIII (b)												
15.7 Long-Term Care (b)												
15.8 Federal Employees Health Benefits Plan (b)												
15.9 Other Health (b)												
16. Workers' Compensation												
17.1 Other Liability - Occurrence	8,182,406	4,473,171		5,251,038	(9,961)	428,184	1,531,144	21,261	47,366	50,605	1,856,574	5,495
17.2 Other Liability - Claims-Made	1,481,380	1,488,575		702,213		481,017	481,017	4,890	115,001	110,111	401,042	995
17.3 Excess Workers' Compensation												
18.1 Products Liability - Occurrence												
18.2 Products Liability - Claims-Made												
19.1 Private Passenger Auto No-Fault (Personal Injury Protection)												
19.2 Other Private Passenger Auto Liability												
19.3 Commercial Auto No-Fault (Personal Injury Protection)												
19.4 Other Commercial Auto Liability	610,446	83,229		527,217		15,078	15,078		500	500	122,089	410
21.1 Private Passenger Auto Physical Damage												
21.2 Commercial Auto Physical Damage	89,664	23,636		66,027		10,282	10,282		1,000	1,000	17,933	60
22. Aircraft (All Perils)												
23. Fidelity												
24. Surety												
26. Burglary and Theft												
27. Boiler and Machinery												
28. Credit												
29. International												
30. Warranty												
31. Reinsurance - Nonproportional Assumed Property	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
32. Reinsurance - Nonproportional Assumed Liability	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
33. Reinsurance - Nonproportional Assumed Financial Lines	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
34. Aggregate Write-Ins for Other Lines of Business												
35. TOTAL (a)	15,354,611	9,194,964		9,028,829	(9,961)	968,891	2,071,851	27,964	192,017	188,553	3,872,428	10,311

**DETAILS OF WRITE-INS**

3401.												
3402.												
3403.												
3498.	Sum of remaining write-ins for Line 34 from overflow page											
3499.	TOTAL (Lines 3401 through 3403 plus 3498) (Line 34 above)											

(a) Finance and service charges not included in Lines 1 to 35 \$.....0  
 (b) For health business on indicated lines report: Number of persons insured under PPO managed care products .....0 and number of persons insured under indemnity only products .....0.

**Exhibit E**



## COLLATERAL ACCOUNT PLEDGE AND SECURITY AGREEMENT

THIS COLLATERAL ACCOUNT PLEDGE AND SECURITY AGREEMENT (this "Pledge Agreement" or this "Security Agreement") is made and entered into by and between Knight Specialty Insurance Company, acting on its own behalf and for the benefit of its direct and indirect subsidiaries, parent companies, and affiliates, whether in existence now or formed or acquired hereafter, the co-sureties, fronting companies, and companies which any of the foregoing entities may procure to issue or deliver any Bonds (as defined below), the reinsurers of each of the foregoing entities, and the successors and assigns of each of the foregoing entities (individually and collectively, the "Secured Party"), and Pledgor, as identified below, acting on its own behalf and as agent for any subsidiary, affiliate or other entity that is a party to the Indemnity Agreements defined below (individually and collectively, the "Pledgor"). This Pledge Agreement shall be effective as of the date executed by Pledgor, subject to the acceptance by Secured Party.

WHEREAS, Pledgor desires Secured Party to issue or provide surety bonds, undertakings, guarantees, and/or other contractual obligations for, on behalf of, or at the request of Pledgor, including but not limited to, renewals, modifications, substitutions, and/or extensions thereof (individually and collectively, "Bonds");

WHEREAS, Secured Party desires to be adequately secured with respect to Pledgor's obligations to Secured Party;

WHEREAS, to induce Secured Party to issue Bonds, Pledgor has agreed, at Secured Party's request, to make and enter into this Pledge Agreement;

WHEREAS, Pledgor and/or others have executed, may execute, or will execute, for the benefit of the Secured Party and/or others, agreements of indemnity, including, but not limited to, that certain General Agreement of Indemnity executed by Pledgor and others, as indemnitors, in favor of Secured Party and others, as surety, dated as of April 1, 2024, applications for Bonds, and/or other agreements, instruments, and/or other documents (individually and collectively, the "Indemnity Agreements"); and

WHEREAS, Pledgor has agreed to indemnify and hold harmless Secured Party from and against each and every claim, loss, damage, demand, liability, cost, charge, bond premium, suit, judgment, and expense, including, but not limited to, attorneys' and/or consultants' fees and expenses, as a result of or in connection with furnishing Bonds.

NOW, THEREFORE, in consideration of the recitals and for other valuable consideration, Pledgor and Secured Party hereby agree as follows:

**1. Indemnity Agreements; Defined Terms.** Any and all Indemnity Agreements are hereby incorporated into this Pledge Agreement by reference. The terms "investment property," "entitlement order," "financial asset" and "security entitlement" shall have the respective meanings set forth in the Uniform Commercial Code as in effect in any applicable jurisdiction, and the term "financial asset" shall be deemed to include, without limitation, all property now or at any time hereafter held in the Securities Account (hereinafter defined), including, without limitation, all cash, certificates of deposit, notes, bills, bonds, stocks, and mutual funds.

**2. Pledge of Collateral.** Pledgor hereby pledges, assigns, hypothecates, and transfers to the Secured Party and grants to the Secured Party a first priority lien on and security interest in the assets and property identified on the Pledge Schedule attached hereto and incorporated herein (as the same may hereafter be amended or modified in accordance with the terms hereof, the "Pledge Schedule"), including any account, including the securities held therein (the "Securities Account"), maintained at the bank, broker-dealer, or other financial institution (the "Intermediary"), now or hereafter identified and set forth on the Pledge Schedule attached hereto and incorporated herein, together with all financial assets credited to the Securities Account, all security entitlements with respect to the financial assets credited to the Securities Account, any and all other investment property or assets maintained or recorded in the Securities Account, and all replacements or substitutions for, and proceeds of the sale or other disposition of, any of the foregoing, including without limitation, any and all other securities, cash, or other property at any time and from time to time receivable or otherwise distributed in respect of or in exchange for or redemption of or liquidation of any or all of Pledgor's interest therein, and together with the proceeds thereof and such other property, rights, and assets as may be pledged from time to time hereunder (collectively, the "Collateral"), all as security for the payment and performance when due of any and all duties, debts, liabilities, and obligations of Pledgor (either directly, as maker or principal obligor, or indirectly, as guarantor, surety, endorser, or otherwise) to Secured Party, whether now or hereafter existing, arising from, relating to, or in any way connected with Secured Party's underwriting and/or issuance of Bonds, including, but not limited to, the obligations set forth in the Indemnity Agreements and Bonds (collectively, the "Obligations"), and the obligations and liabilities created herein, including, but not limited to, the reimbursement of expenses as described in Section 13 below.

**3. Holding of Collateral and Rights.** Pledgor acknowledges and agrees that the Securities Account is a "securities account" within the meaning of Article 8 of the UCC and that all property held by Intermediary in the Securities Account will be treated as financial assets under the UCC. Concurrently herewith and, upon Secured Party's request, at any time or times hereafter, Pledgor shall, and shall cause the Intermediary to, execute and deliver to the Secured Party a Pledged Asset Account Agreement (the "Control Agreement"), in form and substance satisfactory to Secured Party, for the purpose of, among other things, acknowledging and confirming the lien of the Secured Party in, to and upon the Collateral and evidencing the agreement of the Intermediary to, among other things, comply with entitlement orders originated by Secured Party concerning the Securities Account without further consent by Pledgor. The Pledgor irrevocably and unconditionally authorizes the Secured Party to file from time to time in the appropriate public office such financing statements, continuation statements or amendments thereto which relate to the Collateral, and further agrees to execute and deliver other documents and take such other actions, in each case as the Secured Party may deem necessary or advisable to perfect the security interest and lien granted to the Secured Party hereunder. Pledgor acknowledges and agrees that Secured Party shall hold the Collateral, together with all right, title, interest, powers, privileges, and preferences pertaining or incidental thereto forever, subject, however, to return of the Collateral (or each portion thereof as may be existing from time to time hereafter after giving effect to the terms hereof) by Secured Party to Pledgor upon: (a) irrevocable payment in full of all outstanding Obligations; and (b) irrevocable termination of all Obligations of Pledgor (past, present, and future), which irrevocable payment and termination shall be effected and accomplished in a manner, and evidenced by such releases and other documentation as shall be, satisfactory to Secured Party in its sole and absolute discretion. Pledgor expressly acknowledges and agrees that Secured Party has no obligation to but may, in its sole and absolute discretion, release or liquidate any Collateral in order to provide Secured Party or Pledgor with available funds to redeem or pay any outstanding Obligations. Any release of the Collateral shall be subject to such terms and conditions, including without limitation the

establishment of an escrow arrangement or similar arrangement, to ensure that the proceeds of such Collateral will in fact be used to pay all Obligations, as Secured Party shall require in its sole and absolute discretion.

**4. Additions to Collateral.** Pledgor further covenants and agrees that the value of the Collateral held in the Securities Account shall at all times be equal to or greater than One Hundred Seventy-Five Million and 00/100 Dollars (\$175,000,000.00), representing 100% of the aggregate face amount of the Bonds (the "Collateral Maintenance Amount"). If (i) at any time or from time to time hereafter, the market value or marketability of the Collateral, as determined by Secured Party in its sole and absolute discretion, is impaired or reduced to an amount less than the Collateral Maintenance Amount or (ii) the value of the Collateral is reduced by any trade or redemption or series of redemptions permitted by the Secured Party, in its sole and absolute discretion, to pay outstanding Obligations or to reimburse Secured Party as required or permitted under or pursuant to the Indemnity Agreements and/or Bonds (Secured Party having no obligation to permit any of the foregoing), then, no later than five (5) calendar days thereafter without any requirement of notice or demand by Secured Party, Pledgor shall pledge additional cash, investment property, financial assets or like property, or other liquid assets to Secured Party as additional Collateral in order to replenish or replace such loss in market value or marketability or decrease in value due to trade or redemption and, in such event, within the time period specified herein, Pledgor shall deliver such additional Collateral to Secured Party, in a form that complies with the requirements of the Control Agreement and is otherwise acceptable to Secured Party in its sole and absolute discretion, together with such documents, instruments, and agreements as Secured Party may request in connection therewith to evidence, effect, and perfect such pledge. Pledgor may, at any time and for any reason, pledge and deliver additional Collateral to Secured Party together with all documents, instruments, and agreements necessary to evidence, effect, and perfect such pledge.

**5. Representations and Warranties.** In order to induce Secured Party to accept this Pledge Agreement, Pledgor hereby represents and warrants to Secured Party with respect to this Pledge Agreement and each Pledge Schedule executed hereunder:

- (a) That Pledgor has the complete and unconditional authority to pledge the Collateral; holds (or will hold on date of pledge thereof) the Collateral free and clear of any and all liens, charges, encumbrances, restrictions (including any restrictions under applicable federal and state securities laws and the rules and regulations of any applicable securities exchange) and security interests thereon (other than in favor of Secured Party); and has (or will have on the date of pledge thereof) good right, title and legal authority to pledge the Collateral in the manner contemplated herein and that the execution and performance of this Pledge Agreement and each Pledge Schedule constitutes authorized legal, valid, and binding acts of Pledgor enforceable in accordance with their respective terms as evidenced (should Secured Party so request) by a certificate of incumbency for the individual executing this Pledge Agreement or any Pledge Schedule.
- (b) That no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body having jurisdiction over the assets, affairs, or business of Pledgor is required either: (i) for the pledge by Pledgor, of the Collateral pursuant to the Pledge Agreement, or any Pledge Schedule by Pledgor; or (ii) for the exercise by Secured Party of the voting or other rights provided in this Pledge Agreement or the remedies in respect of the Collateral pursuant to this Pledge Agreement.

- (c) That Pledgor shall not sell, assign, transfer, exchange or otherwise dispose of the Collateral, or any portion thereof, nor will the Pledgor create, incur or permit to exist any lien or encumbrance with respect to any of the Collateral, or any interest therein, or any proceeds thereof, except for the lien provided for by this Pledge Agreement.

**6. Covenants.** Pledgor hereby covenants and agrees that:

- (a) During the term of this Pledge Agreement, Pledgor cannot and will not (i) withdraw any monies or securities from the Securities Account, or (ii) make trades in the Securities Account, in each case without Secured Party's prior written consent (which, in the case of clause (ii), shall be deemed provided if Secured Party does not expressly consent to any proposed trade within two banking days following any request therefor from Pledgor).
- (b) All investments held in the Securities Account shall at all times comply with the Investment Guidelines attached hereto as Attachment I.
- (c) Pledgor shall at all times provide Secured Party with 24-hour electronic access to the Securities Account and statements and other records in respect thereof.
- (d) At any time and from time to time, Pledgor will promptly execute and deliver at its expense all further instruments and documents and take all further actions that Secured Party may reasonably request, in order to perfect and protect the security interest granted or purported to be granted hereby or to enable Secured Party to exercise and enforce its rights, powers, and remedies hereunder with respect to any Collateral.

**7. Name in Which Collateral Held.** Pledgor further acknowledges and agrees that at any time or times following any occurrence of any Event of Default, Secured Party may hold any of the Collateral in its own name, endorsed, registered or assigned in blank or in the name of any nominee or nominees.

**8. Voting Rights; Dividends.**

- (a) So long as no Event of Default (as defined in Section 11 below) shall have occurred:
- (i) Pledgor shall be entitled to exercise any and all voting and other consensual rights pertaining to the Collateral or any part thereof for any purpose not prohibited by the terms of this Pledge Agreement; provided, however, that following a request therefor by Secured Party, Pledgor shall not exercise or, as the case may be, shall not refrain from exercising any such right if such action or failure to act would have a material adverse effect on the value of the Collateral or any part thereof, and provided further, that Pledgor shall give Secured Party at least ten (10) calendar days' prior written notice of the manner in which it intends to exercise or fail to exercise any such right.

- (ii) Secured Party shall execute and deliver (or cause to be executed and delivered) to Pledgor all such proxies and other instruments as Pledgor may request for the purpose of enabling Pledgor to exercise the voting and other rights which it is entitled to exercise pursuant to Section 8(a)(i) above.
  - (iii) Pledgor shall be entitled to receive monthly any cash dividends, interest, or any other distribution of property paid, payable or otherwise distributed in cash in respect of the Collateral other than by way of redemption or liquidation of such Collateral so long as, after giving effect thereto, the value of the Collateral remaining in the Securities Account equals or exceeds the Collateral Maintenance Amount.
- (b) Upon any occurrence of any Event of Default:
- (i) All rights of Pledgor to exercise the voting and other consensual rights which it would otherwise be entitled to exercise pursuant to Section 8(a) above shall cease, and all such rights shall thereupon become vested in Secured Party who shall thereupon have the sole right to exercise such voting and other consensual rights; provided, however, Pledgor shall continue to have the rights to exercise such voting and other consensual rights notwithstanding the occurrence and continuance of an Event of Default until Secured Party delivers a notice to Pledgor of its intention to exercise such voting and other consensual rights.
  - (ii) All rights of Pledgor to receive credit for each dividend, interest, or other distribution in cash pursuant to Section 8(a) above shall cease and all rights to dividends, interest, and other distributions shall thereupon be vested in Secured Party who shall have the sole right to receive and hold as Collateral such dividends, interest, and other distributions, all of which shall become additional Collateral. All dividends, interest, and other distributions that are received by Pledgor contrary to these provisions shall be received in trust for the benefit of Secured Party, shall be segregated from other property or funds of Pledgor and shall be forthwith delivered to Secured Party as Collateral in the same form as so received.

**9. Secured Party Appointed Attorney-in-Fact.** Pledgor hereby irrevocably and unconditionally appoints Secured Party as attorney-in-fact upon and as of the happening of an Event of Default, with full authority in the place and stead of Pledgor and in the name of Pledgor or otherwise from time to time in Secured Party's discretion to take any action and to execute any instrument that Secured Party may deem reasonably necessary or advisable to accomplish the purposes of this Pledge Agreement, including, but not limited to, receiving, endorsing, and collecting all instruments made payable to Pledgor representing any dividend or interest payment or other distribution in respect of the Collateral or any part thereof and to give full discharge for the same, when and to the extent permitted by this Pledge Agreement.

**10. Secured Party May Perform.** If Pledgor fails to perform any agreement, obligation, or responsibility contained herein, Secured Party may itself perform or cause performance of such agreement, obligation, or responsibility, and the expenses of Secured Party incurred in connection therewith shall be payable by Pledgor under Section 13 hereof. The Secured Party shall have full and irrevocable right, power, and authority to take any action which it deems necessary or appropriate to preserve or protect its interest in the Securities Account

consistent with this Pledge Agreement. The Secured Party shall not be liable for failure to collect or realize upon the Obligations or any collateral security or guaranty therefor, or any part thereof, or for any delay in so doing, nor shall the Secured Party be under any obligation to take any action whatsoever with regard thereto. At any time or times following the occurrence of any Event of Default, in the Secured Party's sole and absolute discretion, any or all of the Collateral held by the Secured Party hereunder may, without prior notice, be registered in the name of the Secured Party or its nominee(s), and the Secured Party or its nominee(s) may thereafter, without prior notice, exercise any and all rights pertaining to the Collateral as if the Secured Party or its nominee(s) were the absolute owner thereof. Without limiting the foregoing, it is specifically understood and agreed that Secured Party shall have no responsibility for ascertaining any maturities, calls, conversions, exchanges, offers, tenders, or similar matters relating to any of the Collateral or for informing Pledgor with respect to any of such matters (irrespective of whether Secured Party actually has, or may be deemed to have, knowledge thereof). The foregoing provisions of this paragraph shall be fully applicable to all securities or similar property held in pledge hereunder, irrespective of whether Secured Party may have exercised any right to have such securities or similar property registered in its name or in the name of a nominee or nominees.

**11. Events of Default.** Any occurrence of any of the following, as determined by Secured Party in its sole and absolute discretion, shall constitute an "Event of Default" hereunder:

- (a) Any default under any Bonds or any default under any Indemnity Agreements; or
- (b) Pledgor assigns, attempts to encumber, subjects to further pledge or security interest, sells, transfers, or otherwise disposes of any of the Collateral without the prior written consent of Secured Party; or
- (c) Pledgor fails to respond to any demand by Secured Party or to pay any amounts due Secured Party pursuant to the terms of any Indemnity Agreements or by operation of law in connection with the issuance of Bonds; or
- (d) Pledgor fails to provide and deliver additional Collateral in accordance with the requirements of Section 4 of this Agreement; or
- (e) Pledgor fails to perform any covenant or agreement contained herein (including, without limitation and for the avoidance of doubt, Section 6 of this Agreement), or in any Control Agreement or any document, instrument, or agreement evidencing, securing, guaranteeing, or pertaining to any of the Obligations; or
- (f) Any default occurs, and is not cured within an applicable cure or grace period, with respect to any document, instrument, or agreement evidencing, securing, guaranteeing, or pertaining to any of the Obligations, whether or not due to any default by Pledgor; or
- (g) Any representation or warranty made by Pledgor in this Pledge Agreement is false or misleading in any material respect; or
- (h) A receiver, liquidator, custodian, master, or trustee of Pledgor or of all or any of the property of Pledgor is appointed by court order and such order remains in effect for more than thirty (30) calendar days, or an order for relief is entered with respect to Pledgor, or Pledgor is adjudicated as bankrupt or insolvent, or any of the property of Pledgor is sequestered by court order and such order remains in effect



for more than thirty (30) calendar days, or a petition is filed against Pledgor under any bankruptcy, reorganization, arrangement, insolvency, readjustments of debt, dissolution, or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within thirty (30) calendar days after such filing; or

- (i) Pledgor files a voluntary bankruptcy petition or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or
- (j) Pledgor makes an assignment for the benefit of its creditors, or admits in writing its inability, or fails to pay its debts generally as they become due or consents to the appointment of a receiver, liquidator, custodian, master, or trustee of the Pledgor, or of all or any part of the property of the Pledgor; or
- (k) The passage of any law of any controlling jurisdiction or the interpretation of any law by any court in such controlling jurisdiction which affects the Secured Party's rights and interests under this Agreement or the perfection or protection of the Secured Party's security interests in and liens on any of the Collateral.

**12. Remedies.** If any Event of Default shall have occurred:

- (a) In addition to all other rights and remedies set forth herein, Secured Party may exercise (in compliance with all applicable securities laws) all the rights and remedies of a secured party under the Uniform Commercial Code in effect in the State of New York at that time. Secured Party may also, without notice except as specified below, sell the Collateral or any part thereof by redemption or otherwise. To the extent a redemption is deemed a sale with respect to which notice shall be required by law, Secured Party shall give Pledgor at least three (3) calendar days' notice of the time after which any private sale is to be made, which Pledgor agrees shall constitute reasonable notification. Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Pledgor agrees that any redemption of the shares by Secured Party shall be deemed to be a commercially reasonable sale under the New York Uniform Commercial Code. As an alternative to exercising the power of sale and redemption, Secured Party may proceed by a suit or suits at law or in equity to foreclose the security interest granted under this Pledge Agreement and to sell or redeem the Collateral or any portion thereof, pursuant to a judgment or decree of a court or courts of competent jurisdiction.
- (b) Any cash held by Secured Party as Collateral and all cash proceeds and any income or interest from said cash proceeds received by Secured Party in respect of any sale of, collection from, redemption of or other realization upon or any part of the Collateral following the occurrence of an Event of Default may, in the discretion of Secured Party, be held by Secured Party and applied against any or all outstanding Obligations.
- (c) Any surplus of such cash or cash proceeds held by Secured Party after full and irrevocable payment and termination of all outstanding Obligations (past, present or future) shall be paid over to Pledgor or to whomsoever may be lawfully entitled to receive such surplus.

**13. Fees; Expenses; Indemnification.**

- (a) Pledgor shall pay to Secured Party an annual credit management fee, payable on the effective date of this Agreement and each anniversary thereof during the term of this Agreement, in the aggregate amount of 25 basis points on the aggregate Collateral Maintenance Amount then in effect.
- (b) Pledgor shall, upon demand, pay to Secured Party the amount of any and all expenses, including attorneys' fees and fees of any consultants, experts, and/or agents, which Secured Party may incur in connection with: (a) the administration of this Pledge Agreement, the Indemnity Agreement, the Bonds and the other transactions contemplated hereby and thereby; (b) the custody or preservation of, the sale of or other realization upon, any of the Collateral; (c) the exercise or enforcement of any of the rights of Secured Party hereunder; and/or (d) the failure by Pledgor to perform or observe any of the provisions hereof.
- (c) For the avoidance of doubt, and without limiting the generality of the foregoing or the provisions of any applicable Indemnity Agreement or other document, Pledgor agrees to indemnify Secured Party, its affiliates, and their respective directors, officers, employees, and agents against and hold them harmless from any and all claims, costs, liabilities, expenses, and damages of any nature (including, without limitation, any and all court costs and attorney's fees) in any way arising out of or relating to disputes or legal actions concerning the Control Agreement brought against Secured Party by Schwab or Advisor (each as defined in the Control Agreement) or any other third party.

**14. Security Interest Absolute.** All rights of Secured Party hereunder, the security interest granted to Secured Party hereunder, and all obligations of Pledgor hereunder, shall be absolute and unconditional irrespective of any of the following circumstances, acts, events, or occurrences and Pledgor expressly consents to the occurrence of any of such events and waives any defense arising therefrom: (a) any lack of validity or enforceability of the Indemnity Agreements and/or Bonds or any other agreements or instruments relating thereto; (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of, or any consent to any departure from the Indemnity Agreements and/or Bonds or any other agreements or instruments relating thereto; or (c) any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Pledgor in respect of the Obligations or in respect of this Pledge Agreement.

**15. Amendments.** No amendment or waiver of any provision of this Pledge Agreement is effective unless in writing and signed by Secured Party. Any such amendment or waiver is effective only in the specific instance and for the specific purpose for which given.

**16. No Waiver/Cumulative Remedies.** No failure on the part of Secured Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy by Secured Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.



**17. Severability.** If any provision of any of this Pledge Agreement or the application thereof to any party hereto or circumstances shall be invalid or unenforceable to any extent, the remainder of this Pledge Agreement shall be enforced with the same effect as though such provision or portion is omitted.

**18. Interpretation.** No provision of this Pledge Agreement shall be construed against, or interpreted to the disadvantage of any party hereto by any court or other government or judicial authority by reason of each party having or being deemed to have structured or dictated such provision.

**19. Jurisdiction.** Pledgor agrees that any legal action or proceeding with respect to this Pledge Agreement may be brought in the state or federal courts of the State of New York all as Secured Party may elect. However, nothing herein shall affect the right of Secured Party to commence legal proceedings or otherwise proceed against Pledgor in any other jurisdiction or to serve process in any manner permitted or required by law. By execution of this Pledge Agreement, Pledgor hereby irrevocably and unconditionally submits to each such jurisdiction, hereby expressly waiving whatever rights, remedies, and/or defenses may correspond to or by reason of its present or future domicile.

**20. Acceptance.** This Pledge Agreement shall not become effective unless and until delivered to Secured Party at its office set forth in Section 22 hereof and accepted in writing by Secured Party thereafter at such office as evidenced by its execution hereof (notice of which delivery and acceptance are hereby waived by Pledgor).

**21. Governing Law.** This Pledge Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the conflict of law principles thereof and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

**22. Notices.** All notices, requests, and demands to or upon the respective parties hereto shall be deemed to have been given or made when personally delivered or deposited in the mail, (except in cases where it is expressly provided hereto or by applicable law that each notice, demand or request is not effective until received by the party to where it is addressed) and shall be sent via registered or certified mail, postage prepaid, addressed as follows or to such other address as may be designated hereafter in writing by the respective parties hereto.

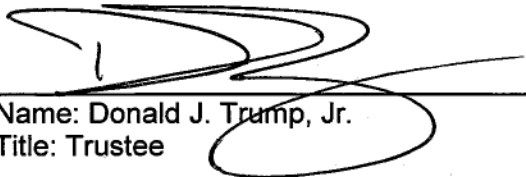
Pledgor: THE DONALD J. TRUMP REVOCABLE TRUST  
1100 South Ocean Blvd.  
Palm Beach, FL 33480  
Attention: Donald J. Trump, Jr., Trustee  
Email: [djtjr@trumporg.com](mailto:djtjr@trumporg.com)

Secured Party: KNIGHT SPECIALTY INSURANCE COMPANY  
4751 Wilshire Blvd., Suite 102  
Los Angeles, CA 90010  
Attention: Amit Shah  
Email: [ashah@hankeygroup.com](mailto:ashah@hankeygroup.com)

IN WITNESS WHEREOF, Pledgor hereby executes this Pledge Agreement as of the date set forth below.

**THE DONALD J. TRUMP REVOCABLE TRUST**

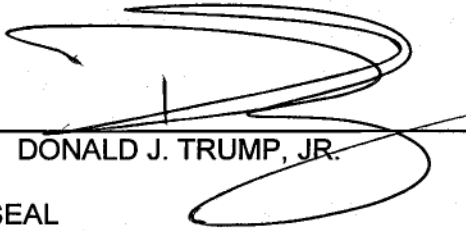
Witness/Attest

By:   
Print Name: Donald J. Trump, Jr.  
Print Title: Trustee

By:   
Print Name: Jason Miller  
Print Title:

I hereby certify that I am the duly elected and qualified Trustee of The Donald J. Trump Revocable Trust ("Pledgor") that entered into the foregoing Collateral Account Pledge and Security Agreement with Federal Insurance Company (the "Pledge Agreement"); that the representatives who executed the Pledge Agreement on behalf of Pledgor have been duly elected and qualified as such representatives; that the signatures above are the genuine signatures of such representatives, that the Pledge Agreement was duly executed and delivered by Pledgor, that its execution and delivery were properly authorized by the Trustee of Pledgor; and that the Pledge Agreement represents a valid and binding obligation of Pledgor.

IN WITNESS WHEREOF, I have set my hand and seal of this Corporation this 20 day of MARCH, 2024.

  
DONALD J. TRUMP, JR.  
SEAL

ACCEPTED:

**KNIGHT SPECIALTY INSURANCE COMPANY,**  
a Delaware corporation

By: \_\_\_\_\_



Print Name: Amit Shah

Print Title: President

**Pledge Schedule**

- Schwab brokerage account number 8175-6627

## Attachment 1

### INVESTMENT GUIDELINES

The Pledgor shall maintain assets in the Account that satisfy the investment guidelines described in this Attachment II and the other requirements set forth in the Agreement. All capitalized terms used herein without being defined shall have the meanings ascribed to such terms in the Agreement. Only the following kinds and quantities of assets are permitted to be held in the Account:

1. United States legal tender ("Cash");
2. Certificates of Deposit and Time Deposits: certificates of deposit and time deposits, including those issued by the Trustee; provided that no such securities shall have been issued by a parent, a subsidiary or an affiliate of any Pledgor or any beneficiary; and provided, further, that all such certificates of deposits and time deposit must be payable in Cash and issued by a bank that:
  - i. is organized under the laws of the United States or any state thereof; and
  - ii. is regulated, supervised and examined by United States Federal or state authorities having regulatory authority over banks and trust companies; and
  - iii. is included in the Bank List promulgated by the Securities Valuation Office (the "SVO") of the National Association of Insurance Commissioners under the Purposes and Procedures Manual of the SVO; and
  - iv. has a Long-Term Issuer Default Rating of "A/stable" or better from Fitch Ratings, or has a Long-Term Issuer Credit Rating of "A/stable" or better from Standard & Poor's.
3. Government Obligations. United States of America Treasury Notes, Bonds and Bills that are held and traded in book-entry form at the Federal Reserve Bank, United States of America securities known as Freddie Mac or FNMA that are held and traded in book-entry form at the Federal Reserve Bank, and the State Government Obligations described below. Government Obligations must not be in default as to principal or interest, must be rated "A" or better by Moody's or Standard and Poor's, and must be valid and legally authorized, and issued, assumed, or guaranteed by:
  - i. the United States or any agency or instrumentality thereof; or
  - ii. any state of the United States of America or any of such state's agencies ("State Government Obligations"). The State Government Obligations must be by law (statutory or otherwise) payable, as to both principal and interest, from taxes levied or by law required to be levied or from adequate special revenues pledged or otherwise appropriated or by law required to be

provided for making these payments, but are not eligible for investment under this paragraph if payable solely out of special assessments on properties benefited by local improvements; or

- iii. dividends, investment earnings, principal, interest, income and proceeds of and on the foregoing.

4. Bonds, Notes and Commercial Paper. Bonds, notes or commercial paper that is issued in the United States by any solvent United States institution or that are assumed or guaranteed by any solvent United States institution and shall not be in default as to principal or interest; provided that:

- i. Commercial Paper must be rated Prime-1 by Moody's Investors Service or A-1 by Standard & Poor's; and
- ii. Bonds and Notes must be rated "A3" or better by Moody's Investors Services or "A-" or better by Standard & Poor's, or if not so rated, are insured by at least one authorized insurer (other than any Pledgor or any beneficiary or any parent, subsidiary or affiliate of any Pledgor or any beneficiary) licensed to insure obligations in Pennsylvania and, after considering such insurance, are rated Aaa by Moody's Investor Service or AAA by Standard & Poor's; and
- iii. for all Commercial Paper, Bonds or Notes issued by a bank, the issuing bank must have a short-term rating of Prime-1 by Moody's Investors Service or A-1 by Standard & Poor's; and
- iv. any investment in or loan upon the obligations of an institution other than an institution that issues mortgage-related securities may not exceed two percent (2%) of the assets of the trust; and
- v. only Residential mortgage-backed securities (RMBS) that are guaranteed by the full faith and credit of the United States Government (GNMA), Fannie Mae, or Freddie Mac may be Eligible Securities. However, RMBS bonds structured as CMOs will not be eligible; and
- vi. any investment in any one mortgage-related security may not exceed two percent (2%) of the assets of the trust; and
- vii. the aggregate total investment in mortgage-related securities may not exceed ten percent (10%) of the assets of the trust.

5. Securities of an Investment Company. Securities of an Investment Company registered pursuant to the Investment Company Act of 1940, 15 U.S.C. § 802 that is

- i. a Money Market Fund or a Mutual Fund; and

- ii. is listed in the Money Market Fund Lists or Mutual Fund Lists promulgated by the SVO pursuant to its Purposes and Procedures Manual;

provided, however, that investments in securities of any one such investment company may not exceed twenty-five percent (25%) of the assets in the trust.

- 6. Proceeds. The Collateral shall also include all dividends, investment earnings, principal, interest, income and proceeds of and on the foregoing.

**Exhibit F**



# Positions

Wasmer Bonds ...627

Group by Security Type  Condensed Table View

## Account Summary

Account Value	Cash & Cash Investments <sup>■</sup>	Market Value	Day Change <sup>●</sup>	Cost Basis	Gain/Loss <sup>2●</sup>
\$175,304,075.95	\$175,304,075.95	\$0.00	+\$0.00 (0%)	N/A	N/A

## Positions Details \*

Symbol <sup>▲</sup>	Name	Quantity	Price	Price Change <sup>●</sup>	Market Value	Day Change <sup>●</sup>
Cash & Cash Investments <sup>1●</sup>					\$175,304,075.95	+\$0.00
<b>Account Total</b>					<b>\$175,304,075.95</b>	<b>+\$0.00</b>

## Disclosures & Footnotes

To update your streaming preferences, go to Profile and then go to Streaming Quotes.

\* Streamed data includes Price, Price Change, 52 Week High, 52 Week Low and Volume.

Quantity, Market Value, Day Change, Gain/Loss, % of Account, Intrinsic Value, In the Money, Cost Basis, Margin Requirement, and Cost/Share update every 5 minutes.

Prices and Market Values are real-time and based on Cboe One Real-Time Quote, NASDAQ, and consolidated market quote, unless otherwise indicated.

Quotes from the Toronto Stock Exchange and TSX Venture Exchange are delayed for professional users. Non-professional users may see a mix of real time and delay.

For Mutual funds, the NAV is a daily calculation occurring after market close. This process may take 2-to-4 hours before a final NAV is made available to the public.

Mutual fund values for Day Change and Price Change will be reset to zero approximately 4 hours before market open on Monday, and approximately 1 hour before market close on Friday. Day Change and Price Change will appear if there is a valid value to present. If there is no quote, Day Change and/or Price Change values will show N/A.

As your agreement for the receipt and use of market data provides, the securities markets (1) reserve all rights to the market data that they make available; (2) do not warrant the accuracy of the data, either to their negligence or to any cause beyond their reasonable control.

1. The Cash Balance or Total Cash value reflects the aggregate amount of your bank account(s), money market funds, unswept or intra-day cash, credit or debit balances at one or more FDIC-insured banks (collectively, the "Program Banks"). Brokerage products and services (including unswept or intra-day cash, net credit or debit balances, and money market funds) are not deposits or obligations of the Program Banks, are subject to investment risk, are not FDIC insured, may lose value, and are not guaranteed. Charles Schwab Bank, SSB, Charles Schwab Premier Bank, SSB, and Charles Schwab Trust Bank are separate entities and are all affiliates of The Charles Schwab Corporation.

2. The Real Time Gain/Loss calculation is provided for informational purposes only and is an estimate of your unrealized daily gains or losses. It does not include all tax gains or losses or for reporting these gains or losses on your tax return, and are not binding on the IRS.

(0423-3S3E, 1023-3N02)

Today's Date: 02:55 PM ET, 04/10/2024

Check the background of Charles Schwab or one of its investment professionals on [FINRA'S BrokerCheck](#).

Brokerage Products: Not FDIC Insured

Charles Schwab Bank, SSB, Charles Schwab Premier Bank, SSB, and Charles Schwab Trust Bank (collectively, "Affiliated Banks") and Charles Schwab & Co., Inc. ("Schwab") are separate but affiliated companies and subsidiaries of The Charles Schwab Corporation. The Affiliated Banks are not acting or registered as securities broker-dealers or investment advisors.

Bank Sweep deposits are held at one or more FDIC-insured banks (including the Affiliated Banks, and collectively, the "Program Banks"). Funds deposited at Program Banks are insured, in aggregate, up to \$250,000 per Program Bank, per depositor, for each account ownership category.

Brokerage products and services (including unswept or intra-day cash, net credit or debit balances, and money market funds) offered by Charles Schwab & Co., Inc., [Member SIPC](#), are not insured by the FDIC, are not deposits or obligations of the FDIC, and may lose value.

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**Exhibit G**

### Pledged Asset Account Control Agreement

This Pledged Asset Account Control Agreement (this "Agreement") is entered into as of April 1<sup>st</sup>, 2024, among Charles Schwab & Co., Inc. ("Schwab"), Knight Specialty Insurance Company (the "Surety"), acting on its own behalf and for the benefit of its direct and indirect subsidiaries, parent companies, and affiliates, whether in existence now or formed or acquired hereafter, the co-sureties, fronting companies, and companies which any of the foregoing entities may procure to issue or deliver any bonds, the reinsurers of each of the foregoing entities, and the successors and assigns of each of the foregoing entities, and THE DONALD J. TRUMP REVOCABLE TRUST ("Borrower") concerning Schwab brokerage account number 8175-6627 (the "Account") which Borrower has agreed to maintain at Schwab.

Surety and Borrower have previously entered into a Collateral Account Pledge and Security Agreement (the "Pledge Agreement"), dated as of even date herewith, a copy of which Schwab acknowledges having received. Pursuant to the terms of the Pledge Agreement, Borrower has granted to Surety a security interest in the rights and property interest of certain assets of Borrower, including, without limitation, all of Borrower's right, title, and interest in the Account and all of Borrower's security entitlements with respect thereto, together with all investments, funds, securities, instruments, and other property therein and all profits, interest, dividends, income, distributions, and cash and non-cash proceeds thereof (collectively, the "Collateral"). The Account is not a margin account or subject to check writing privileges.

This Agreement evidences Surety's control over the Account within the meaning of the Uniform Commercial Code as in effect from time to time in the State of New York. Schwab is hereby authorized to: (i) subject to the next succeeding paragraph, comply with trading instructions and/or entitlement orders (including delivery or receipt of cash or securities to effect clearance or settlement of trades) (collectively, "Trading Instructions") from Borrower or its agents, including, but not limited to, any money manager or financial or investment advisor (collectively, "Advisor"), if applicable, appointed by Borrower to sell or otherwise trade the Collateral in the Account; (ii) charge the Account for all commissions, and transaction and account fees and charges, as previously disclosed to Surety, associated with the Account and payable to Schwab, including, without limitation, asset based fees for brokerage, custody, trade execution and related services as well as fees that include Schwab's services and the services of affiliated investment advisors that have been approved in writing by Surety; (iii) comply with disbursement instructions of Advisor, if applicable, to pay Advisor's advisory or management fees ("Advisor Fee Disbursement Instructions"); and (iv) follow its usual procedures in the event the Account should be or becomes the subject of any writ, levy, order, or other similar judicial or regulatory order or process. Schwab will have no obligation to notify Surety prior to acting on such Trading Instructions. Surety and Borrower agree that Schwab shall not be responsible for any diminution or loss of value of the Collateral attributable to declines in market value of the Collateral.

Notwithstanding the foregoing paragraph and subject to the next succeeding sentence, during the Activation Period (as defined below), Schwab is only authorized to comply with Trading Instructions originated by Surety, without further consent from or prior notice to Borrower, and with no duty or obligation to determine the validity of Surety's Trading Instructions. The "Activation Period" means the period which commences within a reasonable period of time not to exceed two Banking Days (as defined below) after Schwab's receipt of a written notice from Surety in the form of Attachment I (a "Notice of Exclusive Control"). "Banking Day" means each Monday through Friday, excluding U.S. stock exchange holidays, on which commercial banks are open for business. Surety will give Schwab at least two Banking Days written advance notice of any change in the Trading Instructions for Schwab to act upon such changes.

Any instruction to Schwab to withdraw or disburse cash or securities, or both, out of the Account, other than for the purpose of effecting the clearance or settlement of a trade in the Account ("Withdrawal Instructions"), shall be made in writing signed by both Surety and Borrower.

During the Activation Period, Schwab is authorized to comply with Withdrawal Instructions signed only by Surety, without further consent from or prior notice to Borrower. Schwab shall have no duty or obligation to determine the validity of Surety's Withdrawal Instructions.

Borrower agrees that it cannot and will not withdraw any monies or securities from the Account without Surety's written consent, whether or not an Activation Period is in effect, until such time as Surety advises Schwab in writing that Surety no longer claims any interest in the Account and the monies and securities deposited and to be deposited in the Account.

Surety will agree to Schwab's electronic delivery terms and conditions and Schwab shall send to Surety at the below address copies of all periodic statements concerning the Account that it sends to Borrower in the normal administration of the Account. Schwab will send to Surety at the below e-mail address copies of electronic statements and trade confirmations that it sends to Borrower in the normal administration of the Account. Schwab will provide Surety such additional information regarding Collateral as Surety reasonably requests from time to time. Borrower authorizes Schwab to provide to Surety any such information requested by Surety without prior notice to Borrower.

Surety acknowledges and agrees that Schwab has the right to charge the Account from time to time, as set forth in this Agreement, and the applicable Schwab Account Agreement as said agreements are amended from time to time, and that Surety has no right to the sums so withdrawn by Schwab. Borrower agrees to pay Schwab on demand for any commissions or transaction and account fees and charges and other amounts due Schwab. Borrower authorizes Schwab, without prior notice, from time to time to debit any account Borrower may have with Schwab for such amount or amounts due Schwab. Schwab agrees that it will not offset against the Account or Collateral, except as permitted under this Agreement and except for any obligations arising from the purchase or sale of securities, until it has been advised in writing by Surety that all of Borrower's obligations which are secured by the Account and Collateral are paid in full. Surety shall notify Schwab promptly in writing upon payment in full of Borrower's obligations and this Agreement shall immediately terminate upon receipt of such notice.

Borrower represents and warrants that it has not assigned or granted a security interest in the Account or Collateral now or hereafter deposited in the Account, except to Surety. Borrower agrees that it will not permit the Account or Collateral to become subject to any other pledge, assignment, lien, charge, or encumbrance of any kind, nature, or description, other than Surety's security interest referred to herein.

Schwab may terminate this Agreement upon at least sixty (60) calendar days prior written notice to Surety and Borrower. Surety may terminate this Agreement upon at least sixty (60) calendar days prior written notice to Borrower and Schwab. Notwithstanding the preceding sentence, if Surety notifies Schwab in writing that Borrower's obligations have been paid in full, this Agreement will terminate immediately without any prior written notice. Borrower may not terminate this Agreement except with the prior written consent of Surety and upon at least sixty (60) days prior written notice to Schwab and Surety. If Schwab terminates this Agreement in accordance with this paragraph, and if Schwab receives no written instructions signed by Surety and Borrower regarding transfer of the Account prior to the effective date of the termination, Surety and Borrower agree that, upon expiration of the termination notice period, Schwab will close the Account and transfer all cash and securities in the Account to Surety. Surety and Borrower acknowledge and agree that Schwab may be required to liquidate certain securities or money fund shares in order to transfer the Account in accordance with this paragraph. Borrower will be responsible for any tax

consequences resulting from any such liquidation, as well as any sale of securities pursuant to any Trading Instructions.

Borrower will indemnify Schwab, its affiliates, and their respective directors, officers, employees, and agents against and hold them harmless from any and all claims, costs, liabilities, expenses, and damages of any nature (including, without limitation, any and all court costs and reasonable attorney's fees) in any way arising out of or relating to disputes or legal actions concerning this Agreement. Borrower's obligations under this paragraph shall survive termination of this Agreement.

Surety will indemnify Schwab, its affiliates, and their respective directors, officers, employees, and agents against and hold them harmless from any and all claims, costs, liabilities, expenses, and damages of any nature (including, without limitation, any and all court costs and reasonable attorney's fees) in any way arising out of or relating to disputes or legal actions that Schwab suffers or incurs from complying with a Notice of Exclusive Control or otherwise complying with instructions from Surety to liquidate securities in the Account and/or transfer funds out of the Account.

Schwab will not be liable to Borrower or Surety for any expense, claim, loss, damage or cost ("Damages") arising out of or relating to its performance under this Agreement other than those Damages which result directly from its acts or omissions constituting gross negligence or willful misconduct as determined by a court of competent jurisdiction in a final non-appealable order.

Schwab will be excused from failing to act or delay in acting, and no such failure or delay shall constitute a breach of this Agreement or otherwise give rise to any liability of Schwab, if such failure or delay is caused by circumstances beyond Schwab's reasonable control, including but not limited to legal constraint, emergency conditions, action or inaction of governmental, civil or military authority, fire, strike, lockout or other labor dispute, war, riot, theft, flood, earthquake or other natural disaster, breakdown of public or private or common carrier communications or transmission facilities, equipment failure, or act, negligence or default of Borrower or Surety.

All notices under this Agreement shall be effective upon receipt. Any notices or other communications which may be required under this Agreement are to be sent to the parties at the following addresses or such other addresses as may be subsequently given to the other parties in writing:

Surety: KNIGHT SPECIALTY INSURANCE SERVICES  
4751 Wilshire Blvd., Suite 102  
Los Angeles, CA 90010  
Attention: Amit Shah  
Email: [ashah@hankeygroup.com](mailto:ashah@hankeygroup.com)

Borrower: THE DONALD J. TRUMP REVOCABLE TRUST  
1100 South Ocean Blvd.  
Palm Beach, FL 33480  
Attention: Donald J. Trump, Jr., Trustee  
Email: [djtjr@trumporg.com](mailto:djtjr@trumporg.com)

Schwab: CHARLES SCHWAB & CO., INC.  
9800 Schwab Way  
Lone Tree, CO 80124  
Attn: Paul Johnson, Director Margin Services  
Email: [paul.johnson@schwab.com](mailto:paul.johnson@schwab.com)

This Agreement may be amended only by a writing signed by Borrower, Surety, and Schwab; except that Schwab's commissions, fees and charges are subject to change upon at least thirty (30) calendar days prior written notice to Borrower and Surety.

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument.

This Agreement supplements the Schwab Account Application and is part of the Account Agreement(s) between Borrower and Schwab. The Surety will be governed by the Account Application and the Account Agreement(s) to the extent it assumes control over this Pledged Asset Account as provided in this Agreement. With respect to Schwab's obligations under this Agreement, if any of the terms of this Agreement conflict with those of the Account Application and/or Account Agreement, as those documents may be amended from time to time, this Agreement will supersede those documents only with respect to Schwab's (i) subordination of its security interest, and Schwab's other express obligations under this Agreement. Otherwise, the Account Application and Account Agreements will control with respect to Schwab's obligations. For all other matters, this Agreement controls in the event of any conflict between this Agreement and any other document or written or oral statement. Except as otherwise stated above, this Agreement supersedes all prior understandings, writings, proposals, representations and communications, oral or written, or any party relating to the subject matter hereof.


FOR ALL OTHER DISPUTES, EACH PARTY AGREES TO WAIVE ITS RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING AMONG THE PARTIES, WHETHER UNDER THIS AGREEMENT OR OTHERWISE RELATED TO THIS AGREEMENT, AND WHETHER MADE BY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHERWISE. THE AGREEMENT OF EACH PARTY TO WAIVE ITS RIGHT TO A JURY TRIAL WILL BE BINDING ON ITS SUCCESSORS AND ASSIGNS.

Notwithstanding the foregoing paragraph, neither Borrower nor Surety may assign any of its rights under this Agreement without the prior written consent of Schwab.

This Agreement shall be interpreted in accordance with New York law without reference to New York principles of conflicts of law.

Very truly yours,

KNIGHT SPECIALTY INSURANCE COMPANY

By:  \_\_\_\_\_

Name: Amit Shah

Title: President

THE DONALD J. TRUMP REVOCABLE TRUST

By: 

Name: Donald J. Trump, Jr.

Title: Trustee

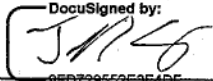
[SIGNATURE PAGE TO PLEDGED ASSET ACCOUNT CONTROL AGREEMENT]



DocuSign Envelope ID: 5C149A88-2803-4C27-A14C-D81F17454330

**Acknowledged and agreed:**

**CHARLES SCHWAB & CO., INC.**

DocuSigned by:  


By: \_\_\_\_\_  
Name: Jeff Starr  
Title: Managing Director

ATTACHMENT I

[Letterhead of Surety]

NOTICE OF EXCLUSIVE CONTROL

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

To: Charles Schwab & Co., Inc.  
9800 Schwab Way  
Lone Tree, CO 80124  
Attn: Paul Johnson, Director Margin Services

Re: The Donald J. Trump Revocable Trust  
Account No. 8175-6627

Reference is made to the Pledged Asset Account Agreement, dated as of \_\_\_\_\_, 2024 (the "Agreement"), between The Donald J. Trump Revocable Trust, us ("Surety") and you regarding the above-described account(s) (collectively, the "Account"). In accordance with the Agreement, we hereby give you notice of our exercise of exclusive control of the Account, and we hereby instruct you to only accept Trading Instructions and Withdrawal Instructions regarding the Account from Surety.

KNIGHT SPECIALTY INSURANCE COMPANY as Surety

By: \_\_\_\_\_  
Amit Shah, President

**Exhibit H**

KNIGHT SPECIALTY INSURANCE COMPANY
FINANCIAL STATEMENT - DECEMBER 31, 2023

Table with 2 columns: ASSETS and LIABILITIES. Rows include Cash and Bank Deposits, Bonds - US Government, Other Bonds, Stocks, Agents' Balances or Uncollected P, Accrued Interest, Other Admitted Assets, Unearned Premiums, Reserve for Claims and Claims Expense, Funds Held Under Reinsurance Treaties, Reserve for Commissions, Taxes and other Liabilities, Other Liabilities, Total, Capital Stock, Paid in Surplus, Unassigned Surp, Surplus to Policy holders, and Total Admitted Assets.

I, Amit Shah, President of Knight Specialty Insurance Company, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, as of the 31st day of December, 2023, according to the best of my information, knowledge and belief.

[Signature]
Amit Shah, President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

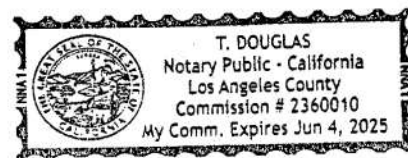
County of Los Angeles

On April 1, 2024 before me, T.J. Douglas a Notary Public, personally appeared Amit Shah who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



**Exhibit I**

QUOTA SHARE REINSURANCE CONTRACT

between

KNIGHT SPECIALTY INSURANCE COMPANY  
(hereinafter referred to as the "Company")

and

KNIGHT INSURANCE COMPANY, LTD.  
(hereinafter referred to as the "Reinsurer")

ARTICLE I - BUSINESS REINSURED

- A. By this Contract the Company obligates itself to cede to the Reinsurer and the Reinsurer obligates itself to accept a 100% quota share reinsurance of the Company's premiums, losses, and expenses under policies, contracts and binders of insurance (hereinafter called "policies") issued or renewed by the Company at any time before, on, or after the effective date hereof.
- B. The liability of the Reinsurer with respect to policies hereunder shall commence obligatorily and simultaneously with that of the Company.

ARTICLE II - TERM

- A. This Contract shall become effective at 12:01 a.m., Eastern Standard Time, January 1, 2014, and shall renew automatically every year thereafter on January 1. Either party may give notice to the other of its intent to terminate this Contract upon 12 months' notice.
- B. Reinsurance hereunder on policies in force on the last full day this Contract is in force shall remain in full force and effect until the Company's liabilities thereunder shall expire, cancel, or otherwise terminate.

ARTICLE III - TERRITORY

This Contract shall cover losses arising out of policies issued in the United States, wherever occurring.

ARTICLE IV - RETENTION AND LIMIT

- A. As respects business subject to this Contract, the Company shall cede to the Reinsurer and the Reinsurer agrees to accept 100% of the Company's net liability.



ARTICLE V - LOSSES, LOSS ADJUSTMENT EXPENSES AND SALVAGE

- A. Losses shall be reported by the Company in summary form as hereinafter provided. The Reinsurer shall have the right to participate in the adjustment of losses subject to this Contract at its own expense.
- B. All loss settlements made by the Company, whether under strict policy conditions or by way of compromise shall be binding on the Reinsurer, and the Reinsurer shall pay each such settlement.
- C. In the event of a claim under a policy subject hereto, the Reinsurer shall be liable for 100% of the loss adjustment expenses (which for purposes of accounting shall be allocated at 4.0% of the ceded earned premium for the year) including litigation expenses, outside legal counsel expenses and postjudgment interest in connection therewith.
- D. The Reinsurer shall be credited with its proportionate share of salvage or subrogation recoveries on account of claims and settlements involving policies hereunder.

ARTICLE VI - LOSS IN EXCESS OF POLICY LIMITS/EXTRA CONTRACTUAL OBLIGATIONS

- A. In the event the Company pays or is held liable to pay an amount of loss in excess of its policy limit, but otherwise within the terms of its policy (hereinafter called "loss in excess of policy limits") or any punitive, exemplary, compensatory or consequential damages, other than loss in excess of policy limits (hereinafter called "extra contractual obligations"), because of alleged or actual bad faith or negligence on its part in rejecting a settlement within policy limits, or in discharging its duty to defend or prepare the defense in the trial of an action against its policyholder, or in discharging its duty to prepare or prosecute an appeal consequent upon such an action, or in otherwise handling a claim under a policy subject to this Contract, 100% of the loss in excess of policy limits and/or 100% of the extra contractual obligations shall be added to the Company's loss under the policy involved, and the sum thereof shall be subject to the provisions of Article V.
- B. An extra contractual obligation shall be deemed to have occurred on the same date as the loss covered or alleged to be covered under the policy subject to this Contract.

- C. Recoveries from any form of insurance or reinsurance which protects the Company against claims the subject matter of this Article shall inure to the benefit of this Contract.

#### ARTICLE VII - ASSESSMENTS AND ASSIGNMENTS

The Reinsurer hereby assumes liability for its 100% share of any and all assessments and assignments related to policies reinsured hereunder (whether before or after termination of this Contract) levied or made by a pool or association created by state statute or regulation.

#### ARTICLE VIII - CEDING COMMISSION

- A. The ceding commission shall equal the actual expenses incurred by the Company plus a reasonable commission not to exceed 10% of the premium ceded, if any.
- B. It is expressly agreed that the ceding commission allowed the Company includes provision for all dividends, commissions and taxes, and all board, exchange and bureau assessments, and all other expenses of whatever nature, except loss adjustment expenses.

#### ARTICLE IX - REPORTS AND REMITTANCES

- A. Within 30 days after the end of each month, the Company shall report to the Reinsurer:
1. Written premium from the inception hereof until the date of calculation;
  2. Written premium accounted for during the month;
  3. Ceding commission allowed on the above;
  4. Losses and loss adjustment expenses (with legal expenses being reported as a separate item) paid during the month;
  5. Subrogation, salvage, or other recoveries collected during the month relating to losses subject hereto;
  6. Unearned premium that is uncollected as of the end of the month;
  7. Outstanding loss and loss adjustment expense reserves as of the end of the month.



The positive balance of (2) plus (5) less (3) less (4) less (6) shall be remitted by the Company within 45 days after the end of the month provided and to the extent such amounts are received by the Company from the General Agent. Any balance shown to be due the Company shall be remitted by the Reinsurer within 45 days after the end of the month.

- B. "Written premium" as used herein shall mean gross written premium for the business reinsured hereunder, less cancellations and return premiums. Policy fees shall not be included in the calculation of written premium.
- C. Annually, with the data segregated by lines of business, the Company shall furnish summaries of net written premium, net losses paid, net loss adjustment expenses paid during the contract year and all other customary year-end statistics needed for the completion of the Reinsurer's annual convention statement. Such information is to be furnished no later than February 15<sup>th</sup> of the following year. Interim convention statement data may be requested during the course of the calendar year, no more often than semi-annually.

#### ARTICLE X - TAXES (BRMA 50B)

In consideration of the terms under which this Contract is issued, the Company will not claim a deduction in respect of the premium hereon when making tax returns, other than income or profits tax returns, to any state or territory of the United States of America or the District of Columbia.

#### ARTICLE XI - CURRENCY (BRMA 12A)

- A. Whenever the word "Dollars" or the "\$" sign appears in this Contract, they shall be construed to mean United States Dollars and all transactions under this Contract shall be in United States Dollars.
- B. Amounts paid or received by the Company in any other currency shall be converted to United States Dollars at the rate of exchange at the date such transaction is entered on the books of the Company.

#### ARTICLE XII - SERVICE OF SUIT (BRMA 49A)

- A. It is agreed that in the event of the failure of the Reinsurer hereon to pay any amount claimed to be due hereunder, the Reinsurer hereon, at the request of the Company, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this Article constitutes or should be understood to constitute a waiver of the Reinsurer's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as

permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon the Reinsurer at the address set forth in its Interests and Liabilities Agreement, and that in any suit instituted, the Reinsurer will abide by the final decision of such court or of any appellate court in the event of an appeal.

- B. The person named in Article XXVIII is authorized and directed to accept service of process on behalf of the Reinsurer in any such suit and/or upon the request of the Company to give a written undertaking to the Company that said person will enter a general appearance upon the Reinsurer's behalf in the event such a suit shall be instituted.
- C. Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the Reinsurer hereon hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Company or any beneficiary hereunder arising out of this Contract of reinsurance, and hereby designates the person named in Article XXVIII, as the person to whom said officer is authorized to mail such process or a true copy thereof.

#### ARTICLE XIII – SPECIAL FUNDING

- A. As the Reinsurer is unauthorized in the state of Delaware, the Reinsurer agrees to fund the Security Balance as defined herein by providing to the Company evidence of:
  - a. Clean, irrevocable and unconditional letter(s) of credit issued or confirmed by banks acceptable to the Company, is a “qualified United States financial institution” and which meets the credit standards of the NAIC Securities Valuation Office; and/or, at the option of the Reinsurer,
  - b. A Security trust account for the benefit of the Company established at a financial institution acceptable to the parties and whose terms and conditions shall be formalized in writing acceptable to the parties.
- B. “Security Balance” as used herein will mean an amount equal to Reinsurer's 100 Quota Share share of the sum of: ceded loss adjustment expense reserves, outstanding ceded loss reserves, ceded unearned premium reserves, and ceded incurred but not reported loss reserves, as determined by the Company's outside certified actuary, and expenses associated with the underlying business.
- C. With regards to funding in whole or in part by letters of credit, it is agreed that each letter of credit will be issued for a term of at least one year and will include an



“evergreen clause” which automatically extends the term for at least one additional year at each expiration date unless written notice of non-renewal is given to the Company not less than 30 days prior to said expiration date.

- D. The Company and the Reinsurer agree, notwithstanding anything to the contrary in this Contract, that the Company may draw against the letter(s) of credit or withdraw from such security trust account, without diminution because of the insolvency of the Company or the Reinsurer, for one or more of the following purposes:
1. To reimburse itself of the Reinsurer’s share of the Security Balance, unless paid in cash by the Reinsurer;
  2. To reimburse itself for the Reinsurer’s share of any other amount claimed to be due hereunder, unless paid in cash by the Reinsurer;
  3. To fund a cash account in an amount equal to the Security Balance funded by means of a letter of credit which is under non-renewal notice; and
  4. The refund to the Reinsurer any sum in excess of the actual amount required to fund the Security Balance, provided the Reinsurer is in compliance with its duties and obligations herein and upon the written request of the Reinsurer.

In the event the amount drawn by the Company is in excess of the actual amount required herein to be due, the Company shall promptly return to the account or Reinsurer in regards to draws against a letter of credit, the excess amount so drawn.

In the event the amount of the letter of credit is in excess of the actual amount of the Security Balance, Company shall promptly cooperate with the Reinsurer and the issuing bank to reduce the letter of credit amount.

#### ARTICLE XIV - FUNDING OF LARGE LOSSES

- A. Notwithstanding any provision(s) to the contrary, the Reinsurer shall promptly fund all outstanding amounts in excess of \$25,000 upon written request from the Company.
- B. The Reinsurer shall fund such amounts within 10 days of receipt of the written request of the Company. In the event such requested amounts are not timely received by the Company, the Company may draw such amounts from the letter(s) of credit or withdraw from the Security Trust Account. The Reinsurer shall then immediately take such actions to increase the letter(s) of credit and/or the Security Trust Account to the extent of such withdrawn amounts.

ARTICLE XV - INSOLVENCY (BRMA 19L)

- A. In the event of the insolvency of the Company, reinsurance under this Contract shall be payable on demand, with reasonable provision for verification, on the basis of claims allowed against the insolvent Company by any court of competent jurisdiction or by any liquidator, receiver, conservator, or statutory successor of the Company having authority to allow such claims, without diminution because of such insolvency or because such liquidator, receiver, conservator, or statutory successor has failed to pay all or a portion of any claims. Such payments by the Reinsurer shall be made directly to the Company or its liquidator, receiver, conservator, or statutory successor, except as provided by Section 4118(a) of the New York Insurance Law or except (a) where the Contract specifically provides another payee of such reinsurance in the event of the insolvency of the Company, or (b) where the Reinsurer with the consent of the direct insured or insureds has assumed such Policy obligations of the Company as direct obligations of the Reinsurer to the payees under such Policies and in substitution for the obligations of the Company to such payees.
- B. It is agreed, however, that the liquidator, receiver, conservator, or statutory successor of the insolvent Company shall give written notice to the Reinsurer of the pendency of a claim against the insolvent Company on the policy or policies reinsured within a reasonable time after such claim is filed in the insolvency proceeding and that during the pendency of such claim the Reinsurer may investigate such claim and interpose, at its own expense, in the proceeding where such claim is to be adjudicated, any defense or defenses which it may deem available to the Company or its liquidator, receiver, conservator, or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.
- C. Where two or more reinsurers are involved in the same claim and a majority in interest elect to interpose defense to such claim, the expense shall be apportioned in accordance with the terms of this Contract as though such expense had been incurred by the insolvent Company.

ARTICLE XVI - ENTIRE AGREEMENT

- A. This Contract constitutes the entire agreement between the parties with respect to the business reinsured hereunder. There are no understandings between the parties other than as expressed in this Contract.
- B. Any change to or modification of this Contract shall be null and void unless made by an addendum signed by both parties.



- C. This Contract does not guarantee a profit either directly or indirectly from the Reinsurer to the Company or conversely from the Company to the Reinsurer. Nothing in this article shall act to preclude the introduction of submission-related documents in any dispute between the parties.

#### ARTICLE XVII - GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Delaware.

#### ARTICLE XVIII - PRIVACY

In the course of performance of the Reinsurer's duties and obligations under this Contract, the Reinsurer may receive nonpublic personal information (i.e., any and all personal, financial and/or health information) associated with the Company's policies that are the subject matter of this Contract. Such nonpublic information shall be held in the strictest confidence by the Reinsurer and its agents, employees, affiliates, and representatives and shall not be used for any purpose other than the performance of its duties and obligations under this Contract. The Reinsurer shall establish and adopt appropriate procedures to protect the privacy, confidentiality and security of all such information, consistent with the requirements of the Gramm-Leach-Bliley Act (formally known as the "Financial Services Modernization Act of 1999") and any other applicable privacy laws or regulations.

#### ARTICLE XIX - MISCELLANEOUS

- A. Any and all notices required or permitted to be given under this Agreement shall be in writing and will be deemed given when deposited in the United States Postal Service, Certified Mail, Return Receipt Requested, to the parties' address as provided below or such other addresses provided by the parties.

**Knight Insurance Company, Ltd.**

c/o Knight Insurance Group  
4751 Wilshire Blvd. Ste. 111  
Los Angeles, CA 90010  
Attn: Eric D. Jarvis

**Knight Specialty Insurance Company**

Brandywine Village  
1807 N. Market St.  
Wilmington, DE 19802-4810  
Attn: Eric D. Jarvis

B. If any provision of this Contract shall be rendered illegal or unenforceable by the laws, regulations, or public policy of any state, such provision shall be void in such state, but this shall not affect the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties have caused this <sup>Duplicate</sup> contract to be executed by their duly authorized representatives this 6<sup>th</sup> day of March, 2017.

KNIGHT SPECIALTY INSURANCE COMPANY

By: [Signature]  
Name: Amit Shah  
Its: President

KNIGHT INSURANCE COMPANY, LTD.

By: [Signature]  
Name: Don R. Hankey  
Its: CEO

**INTERESTS AND LIABILITIES AGREEMENT**

in respect of

**QUOTA SHARE REINSURANCE CONTRACT**

between

**KNIGHT SPECIALTY INSURANCE COMPANY**

Wilmington, Delaware  
(hereinafter referred to as the "COMPANY")

and

**KNIGHT INSURANCE COMPANY, LTD**

Cayman Islands  
(hereinafter called the "SUBSCRIBING REINSURER")

It is hereby agreed by and between the COMPANY, of the one part, and the SUBSCRIBING REINSURER, of the other part, that effective 12:01 a.m., Eastern Standard Time, November 1, 2013, the SUBSCRIBING REINSURER subscribes to a 100% share of the Interests and Liabilities of the "Reinsurer" as set forth in the QUOTA SHARE REINSURANCE CONTRACT.

The share of the SUBSCRIBING REINSURER in the Interest and Liabilities of the "Reinsurer" in respect of said Contract shall be separate and apart from the shares of the other reinsurers subscribing to said Contract, and the Interests and Liabilities of the SUBSCRIBING REINSURER shall not be joint with those of the other reinsurers, and the SUBSCRIBING REINSURER in no event shall participate in the Interests and Liabilities of the other reinsurers subscribing hereon.

IN WITNESS WHEREOF, the parties hereto have caused this Interests and Liabilities Agreement to be executed by their duly authorized officers.

In Los Angeles, California, this \_\_\_ day of November, 2013.

KNIGHT SPECIALTY INSURANCE COMPANY

KNIGHT INSURANCE COMPANY

By: \_\_\_\_\_

Eric D. Jarvis

Its: President

By: \_\_\_\_\_

Eric D. Jarvis

Its: President

QUOTA SHARE REINSURANCE CONTRACT  
Effective: NOVEMBER 1, 2013

issued to

KNIGHT SPECIALY INSURANCE COMPANY  
A Delaware Insurance Company



## CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	CLASSES OF BUSINESS REINSURED	1
II	TERM 2	
III	SPECIAL CANCELLATION	2
IV	TERRITORY	3
V	EXCLUSIONS	4
VI	RETENTION AND LIMIT	5
VII	LOSSES, LOSS ADJUSTMENT EXPENSES AND SALVAGE	7
VIII	LOSS IN EXCESS OF POLICY LIMITS/ EXTRA CONTRACTUAL OBLIGATIONS	7
IX	ASSESSMENTS AND ASSIGNMENTS	8
X	ORIGINAL CONDITIONS (BRMA 37B)	8
XI	CEDING COMMISSION	9
XII	REPORTS AND REMITTANCES	9
XIII	LATE PAYMENTS	10
XIV	OFFSET	11
XV	ACCESS TO RECORDS (BRMA 1C)	11
XVI	PROGRAM REVIEW	12
XVII	ERRORS AND OMISSIONS (BRMA 14D)	12
XVIII	TAXES (BRMA 50B)	12
XIX	CURRENCY (BRMA 12A)	12
XX	SERVICE OF SUIT (BRMA 49A)	12
XXI	SPECIAL FUNDING	13
XXII	FUNDING OF LARGE LOSSES	15
XXIII	INSOLVENCY (BRMA 19L)	15
XXIV	ARBITRATION (BRMA 6S)	16
XXV	ENTIRE AGREEMENT	18
XXVI	GOVERNING LAW	18
XXVII	PRIVACY	18

XXVIII	MISCELLANEOUS	19
	Nuclear Incident Exclusion Clause – Liability	20
	Amendment to the Definition of Waste	23
	Nuclear Incident Exclusion Clause – Property Damage	24
	Pollution Exclusion Clause – Auto Liability	25

MULTI-LINE  
QUOTA SHARE REINSURANCE CONTRACT  
Effective: NOVEMBER 1, 2013

issued to

KNIGHT SPECIALTY INSURANCE COMPANY

2013 SUBSCRIBING REINSURERS

KNIGHT INSURANCE COMPANY, LTD

QUOTA SHARE REINSURANCE CONTRACT

issued to

KNIGHT SPECIALTY INSURANCE COMPANY  
(hereinafter referred to as the "Company")

by

THE SUBSCRIBING REINSURERS WHOSE RESPECTIVE  
INTERESTS AND LIABILITIES AGREEMENTS  
ARE ATTACHED HERETO  
(hereinafter referred to as the "Reinsurer")

ARTICLE I - CLASSES OF BUSINESS REINSURED

- A. By this Contract the Company obligates itself to cede to the Reinsurer and the Reinsurer obligates itself to accept quota share reinsurance of the Company's net liability under policies, contracts and binders of insurance (hereinafter called "policies") issued or renewed on or after the effective time and date hereof, and classified by the Company as Excess and/or Surplus Lines business written by the Company.
- B. It is understood that the classes of business reinsured under this Contract are deemed not to include:
  - 1. Coverages required for non-resident drivers under the motor vehicle financial responsibility law or the motor vehicle compulsory insurance law or any similar law of any state or province, following the provisions of the Company's policies when they include or are deemed to include "Out of State Insurance" provisions;
  - 2. Coverages required under Sections 29 and 30 of the Motor Carrier Act of 1980 and/or any amendments thereto.
- C. It is understood not more than \$200,000,000 of original premiums received by the Company, and the net liability attributable thereto, shall be ceded hereunder during any one contract year. Notwithstanding the previous sentence, the parties agree that in the event the Company foresees exceeding such premium cap during the Agreement term, the parties may mutually agree in writing to amend the premium cap in advance.

- D. "Net liability" as used herein is defined as the Company's gross liability remaining after cessions, if any, to other pro rata reinsurers.
- E. The liability of the Reinsurer with respect to each cession hereunder shall commence obligatorily and simultaneously with that of the Company, subject to the terms, conditions and limitations hereinafter set forth.

#### ARTICLE II - TERM

- A. This Contract shall become effective at 12:01 a.m., Eastern Standard Time, November 1, 2013, with respect to losses arising out of policies issued at or after that time and date, as respects subject business, and shall remain in force thereafter until 12:01 a.m., Eastern Standard Time, November 1, 2013. This Contract shall renew automatically every year thereafter on November 1, for a term of one year, unless either party gives written notice to the other of its intent not to renew at least 90 days prior to the expiration of the then-current term.
- B. Unless the Company elects to reassume the ceded unearned premium in force at the effective date of termination or expiration (i.e., a cut-off basis), reinsurance hereunder on business in force on the last full day this Contract is in force shall remain in full force and effect until expiration, cancellation or next premium anniversary of such business, whichever first occurs, but in no event beyond 72 months following the effective time and date of termination or expiration. Notification of the Company's intent to terminate on a cut-off basis shall be given to the Reinsurer in writing at least sixty (60) days prior to the effective date of termination.

#### ARTICLE III - SPECIAL CANCELLATION

Notwithstanding the provisions of Article II, either party to this Contract shall have the right to cancel this Contract immediately by giving 30 days written notice to the other party by registered mail in the event as follows:

1. Either party has its financial condition impaired by a reduction of surplus as regards policyholders of 25% or more in any twelve month period including the period prior to the inception date of this Contract;
2. The Reinsurer has its A.M. Best's rating assigned or downgraded to B+ or lower.
3. Intentionally Omitted.

4. The Reinsurer loses the whole or any part of its paid up capital or the Company's policyholder surplus falls below the minimum amount required in the state of Delaware;
5. Either party loses its operating license, or has its operating license suspended, in any jurisdiction;
6. Either party ceases writing all new or renewal business;
7. Either party sells, merges or acquires, by or with any other party, or sells or has a change in interest representing 10% or more of its stock or control; or has a change in management so as to produce a loss in control over conduct of the business by the current ownership (owners and/or management);
8. Either party fails to remit premiums and/or losses in accordance with the terms of this Contract.

The coverage afforded by this Contract shall cease as of the date of cancellation, except in the case of failure to remit premium, cancellation shall be effective as at the date through which premium has been paid.

Subparagraphs 6, 7, 8 and 9 above, shall also apply to the General Agent. However, such party does not have the right to cancel, as they are not deemed a party to this Contract.

Subject to the provisions above, the party giving notice shall have the option to return or request the return of the unearned premium, if any, on the business in force at the date of cancellation, less any commission allowed thereon; thereby cancelling this Contract on a cut-off basis.

If the Reinsurer requests cancellation on a cut-off basis, such cancellation shall not apply to business written which is restricted by the state regulatory authority.

#### ARTICLE IV - TERRITORY

This Contract shall cover losses arising out of policies issued in the United States, wherever occurring.

#### ARTICLE V - EXCLUSIONS

- A. This Contract does not apply to and specifically excludes the following:
  1. Insolvency funds.
  2. Reinsurance assumed by the Company.

3. Business issued to apply specifically in excess over underlying insurance.
  4. Liability as a member, subscriber or reinsurer of any Pool, Syndicate or Association, but this exclusion shall not apply to Assigned Risk Plans or similar plans.
  5. Business written on a co-surety or co-indemnity basis not controlled by the Company.
  6. Loss or damage resulting from Workers' Compensation, Fidelity, Financial Guarantee, Surety, Credit, Title, and/or Life business.
  7. Loss or damage caused by or resulting from war, invasion, hostilities, acts of foreign enemies, civil war, insurrection, military or usurped power, or martial law or confiscation by order of any government or public authority.
  8. Nuclear risks as defined in the "Nuclear Incident Exclusion Clause - Liability - Reinsurance - U.S.A." and the "Nuclear Incident Exclusion Clause - Physical Damage - Reinsurance - U.S.A." attached to and forming part of this Contract.
  9. This Contract excludes loss and/or damage and/or costs and/or expenses arising from seepage and/or pollution and/or contamination, other than contamination from smoke. Nevertheless, this exclusion does not preclude payment of the cost of removing debris of property damaged by a loss otherwise covered hereunder, subject always to a limit of 25% of the Company's property loss under the applicable original policy.
  10. Pollution risks as set forth in the "Pollution Exclusion Clause - Auto Liability - Reinsurance" attached to and forming part of this Contract.
- B. If any business falling within the scope of one or more of the exclusions is assigned to the Company under an Assigned Risk Plan, such exclusion(s) shall not apply, it being understood and agreed that the limits of liability extended by the Company as respects such policies shall not exceed the minimum statutory limits of liability prescribed in such Assigned Risk Plan.
- C. If the Company is inadvertently bound on risk excluded by the foregoing exclusions, such risk shall be covered hereunder until the Company receives notice thereof, and pending cancellation of such risk by the Company, for a period not to exceed 30 days after receipt of such notice. The Company agrees to use due diligence in canceling such risk immediately after receipt of notice.

ARTICLE VI - RETENTION AND LIMIT

- A. As respects business subject to this Contract, the Company shall cede to the Reinsurer and the Reinsurer agrees to accept 100% of the Company's net liability.
- B. The Company shall not issue policies with limits exceeding the following, or so deemed:
1. Commercial Automobile Liability, \$1,500,000 Combined Single Limit;
  2. Commercial Automobile Physical Damage, \$250,000 each accident;
  3. General Liability, \$1,000,000 each occurrence.
- C. The Automobile Liability amounts shown in paragraph B above shall be extended to follow the Company's policy if the Company's ultimate net loss is greater than one or more of said amounts because its policy includes or is deemed to include:
1. "Out of State Insurance" provisions;
  2. Limits of Liability required under Sections 29 and 30 of the Motor Carrier Act and/or any amendments thereto.
- D. Losses arising out of acts of terrorism as defined herein, shall be considered part of the net liability subject hereto, it being understood that the Reinsurer's liability hereunder, as respects all losses arising out of acts of terrorism, shall not exceed \$5,000,000 for any one underwriting year.

"An act of terrorism" includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s) de jure or de facto, and which:

1. Involves violence against one or more persons; or
  2. Involves damage to property; or
  3. Endangers life other than that of the person committing the action; or
  4. Creates a risk to health or safety of the public or a section of the public; or
  5. Is designed to interfere with or to disrupt an electronic system.
- E. "Occurrence" as used herein shall mean an accident or occurrence or a series of accidents or occurrences arising out of or caused by one event.



F. The term “loss occurrence” shall mean the sum of all individual losses directly occasioned by any one disaster, accident or loss or series of disasters, accidents or losses arising out of one event which occurs within the area of one state of the United States or province of Canada and states or provinces contiguous thereto and to one another. However, the duration and extent of any one “loss occurrence” shall be limited to all individual losses sustained by the Company occurring during any period of 168 consecutive hours arising out of and directly occasioned by the same event except that the term “loss occurrence” shall be further defined as follows:

1. As regards windstorm, hail, tornado, hurricane, cyclone, including ensuing collapse and water damage, all individual losses sustained by the Company occurring during any period of 72 consecutive hours arising out of and directly occasioned by the same event. However, the event need not be limited to one state or province or states or provinces contiguous thereto.
2. As regards riot, riot attending a strike, civil commotion, vandalism and malicious mischief, all individual losses sustained by the Company occurring during any period of 72 consecutive hours within the area of one municipality or county and the municipalities or counties contiguous thereto arising out of and directly occasioned by the same event. The maximum duration of 72 consecutive hours may be extended in respect of individual losses which occur beyond such 72 consecutive hours during the continued occupation of an assured’s premises by strikers, provided such occupation commenced during the aforesaid period.
3. As regards earthquake (the epicenter of which need not necessarily be within the territorial confines referred to in the opening paragraph of this Article) and fire following directly occasioned by the earthquake, only those individual fire losses which commence during the period of 168 consecutive hours may be included in the Company’s “Loss Occurrence.”
4. As regards “freeze,” only individual losses directly occasioned by collapse, breakage of glass and water damage (caused by bursting of frozen pipes and tanks) may be included in the Company’s “Loss Occurrence.”

Except for those “loss occurrences” referred to in (1) and (2) above, the Company may choose the date and time when any such period of consecutive hours commences provided that it is not earlier than the date and time of the occurrence of the first recorded individual loss sustained by the Company arising out of that disaster, accident or loss and provided that only one such period of 168 consecutive hours shall apply with respect to one event.

However, as respects those "loss occurrences" referred to in (1) and (2) above, if the disaster, accident or loss occasioned by the event is of greater duration than 72 consecutive hours, then the Company may divide that disaster, accident or loss into two or more "loss occurrences" provided no two periods overlap and no individual loss is included in more than one such period and provided that no period commences earlier than the date and time of the occurrence of the first recorded individual loss sustained by the Company arising out of that disaster, accident or loss.

No individual losses occasioned by an event that would be covered by 72 hours clauses may be included in any "loss occurrence" claimed under the 168 hours provision.

#### ARTICLE VII - LOSSES, LOSS ADJUSTMENT EXPENSES AND SALVAGE

- A. Losses shall be reported by the Company in summary form as hereinafter provided. The Reinsurer shall have the right to participate in the adjustment of losses subject to this Contract at its own expense.
- B. All loss settlements made by the Company, whether under strict policy conditions or by way of compromise shall be binding on the Reinsurer, and the Reinsurer shall pay or allow, as the case may be, its proportion of each such settlement in accordance with Article XII.
- C. In the event of a claim under a policy subject hereto, the Reinsurer shall be liable for fifty percent of the loss adjustment expenses (which for purposes of accounting shall be allocated at 4.0% of the ceded earned premium for the year) including litigation expenses, outside legal counsel expenses and postjudgment interest, but not including office expenses and salaries of the Company's or General Agent's regular employees, incurred by the Company in connection therewith.
- D. The Reinsurer shall be credited with its proportionate share of salvage or subrogation recoveries (i.e., reimbursement obtained or recovery made by the Company, less the actual cost, excluding salaries of officials and employees of the Company, of obtaining such reimbursement or making such recovery) on account of claims and settlements involving reinsurance hereunder.

#### ARTICLE VIII - LOSS IN EXCESS OF POLICY LIMITS/EXTRA CONTRACTUAL OBLIGATIONS

- A. In the event the Company pays or is held liable to pay an amount of loss in excess of its policy limit, but otherwise within the terms of its policy (hereinafter called "loss in excess of policy limits") or any punitive, exemplary, compensatory or consequential damages, other than loss in excess of policy limits (hereinafter

called "extra contractual obligations"), because of alleged or actual bad faith or negligence on its part in rejecting a settlement within policy limits, or in discharging its duty to defend or prepare the defense in the trial of an action against its policyholder, or in discharging its duty to prepare or prosecute an appeal consequent upon such an action, or in otherwise handling a claim under a policy subject to this Contract, 50% of the loss in excess of policy limits and/or 50% of the extra contractual obligations shall be added to the Company's loss under the policy involved, and the sum thereof shall be subject to the provisions of Article VI.

- B. An extra contractual obligation shall be deemed to have occurred on the same date as the loss covered or alleged to be covered under the policy subject to this Contract.
- C. Notwithstanding anything stated herein, this Contract shall not apply to any loss in excess of policy limits or extra contractual obligation incurred by the Company as a result of any fraudulent and/or criminal act by any officer or director of the Company acting individually or collectively or in collusion with any individual or corporation or any other organization or party involved in the presentation, defense or settlement of any claim covered hereunder.
- D. Recoveries from any form of insurance or reinsurance which protects the Company against claims the subject matter of this Article shall not inure to the benefit of this Contract.

#### ARTICLE IX - ASSESSMENTS AND ASSIGNMENTS

The Reinsurer hereby assumes liability for its pro rata share of any and all assessments and assignments related to policies reinsured hereunder (whether before or after termination of this Contract) levied or made by a pool or association created by state statute or regulation, with the exception of liability associated with voluntary fire departments. Any amounts paid by the Reinsurer to satisfy its liability under this Article shall be added to losses incurred for commission adjustment purposes.

#### ARTICLE X - ORIGINAL CONDITIONS (BRMA 37B)

- A. All reinsurance under this Contract shall be subject to the same rates, terms, conditions, waivers and interpretations, and to the same modifications and alterations as the respective policies of the Company. However, in no event shall this be construed in any way to provide coverage outside the terms and conditions set forth in this Contract. The Reinsurer shall be credited with its exact proportion of the original premiums received by the Company, prior to disbursement of any dividends, but after deduction of premiums, if any, ceded by the Company for insuring reinsurance.

- B. Nothing herein shall in any manner create any obligations or establish any rights against the Reinsurer in favor of any third party or any persons not parties to this Contract.

#### ARTICLE XI - CEDING COMMISSION

- A. The ceding commission shall equal the actual expenses incurred by the Company plus a reasonable commission not to exceed 10% of the premium ceded, if any.
- B. It is expressly agreed that the ceding commission allowed the Company includes provision for all dividends, commissions and taxes, and all board, exchange and bureau assessments, and all other expenses of whatever nature, except loss adjustment expenses.

#### ARTICLE XII - REPORTS AND REMITTANCES

- A. Within 30 days after the end of each month, provided and to the extent such information is received by the Company from the General Agent, the Company shall report to the Reinsurer:
1. Written premium from the inception hereof until the date of calculation;
  2. Written premium accounted for during the month;
  3. Ceding commission allowed on the above;
  4. Losses and loss adjustment expenses (with legal expenses being reported as a separate item) paid during the month;
  5. Subrogation, salvage, or other recoveries collected during the month relating to losses subject hereto;
  6. Unearned premium that is uncollected as of the end of the month;
  7. Outstanding loss and loss adjustment expense reserves as of the end of the month.

The positive balance of (2) plus (5) less (3) less (4) less (6) shall be remitted by the Company within 45 days after the end of the month provided and to the extent such amounts are received by the Company from the General Agent. Any balance shown to be due the Company shall be remitted by the Reinsurer within 45 days after the end of the month.

- B. "Written premium" as used herein shall mean gross written premium for the classes of business reinsured hereunder, less cancellations and return premiums, and less premiums, if any, ceded by the Company for inuring reinsurance. Policy fees shall not be included in the calculation of written premium.
- C. Annually, with the data segregated by lines of business, the Company shall furnish summaries of net written premium, net losses paid, net loss adjustment expenses paid during the contract year and all other customary year-end statistics needed for the completion of the Reinsurer's annual convention statement. Such information is to be furnished no later than February 15<sup>th</sup> of the following year. Interim convention statement data may be requested during the course of the calendar year, no more often than semi-annually.

#### ARTICLE XIII - LATE PAYMENTS

- A. The provisions of this Article shall not be implemented unless specifically invoked, in writing, by one of the parties to this Contract.
- B. In the event any premium, loss or other payment due either party is not received by either party by the payment due date, the party to whom payment is due may, by notifying the other party in writing, require the debtor party to pay, and the debtor party agrees to pay, an interest penalty on the amount past due, calculated for each such payment on the last business day of each month as follows:
1. The number of full days which have expired since the due date or the last monthly calculation, whichever the lesser; times
  2. 1/365ths of the LIBOR monthly on the first business day of the month for which the calculation is made; times
  3. The amount past due.
- C. It is agreed that interest shall accumulate until payment of the original amount due plus interest penalties have been received by the party.
- D. The establishment of the due date shall, for purposes of this Article, be determined as follows:
1. As respects the payment of routine deposits and premiums due the Reinsurer, the due date shall be as provided for in the applicable section of this Contract. In the event a due date is not specifically stated for a given payment, it shall be deemed due 30 days after the date of transmittal by the Reinsurer of the initial billing for each such payment.



2. Any claim or loss payment due the Company hereunder shall be deemed due 10 business days after the proof of loss or demand for payment is transmitted to the Reinsurer. If such loss or claim payment is not received within the 10 business days, interest will accrue on the payment or amount overdue in accordance with paragraph B of this Article, from the date the proof of loss or demand for payment was transmitted to the Reinsurer.
  3. As respects any payment, adjustment or return due either party not otherwise provided for in subparagraphs 1 and 2 of this paragraph, the due date shall be as provided for in the applicable section of this Contract. In the event a due date is not specifically stated for a given payment, it shall be deemed due 10 business days following transmittal of written notification that the provisions of this Article have been invoked.
- E. For purposes of interest calculations only, amounts due hereunder shall be deemed paid upon receipt by the party to whom the payment is due.
- F. Nothing herein shall be construed as limiting or prohibiting a Subscribing Reinsurer from contesting the validity of any claim, or from participating in the defense or control of any claim or suit, or prohibiting either party from contesting the validity of any payment or from initiating any arbitration or other proceeding in accordance with the provisions of this Contract. If the debtor party prevails in an arbitration or other proceeding, then any interest penalties due hereunder on the amount in dispute shall be null and void. If the debtor party loses in such proceeding, then the interest penalty on the amount determined to be due hereunder shall be calculated in accordance with the provisions set forth above unless otherwise determined by such proceedings. If a debtor party advances payment of any amount it is contesting, and proves to be correct in its contestation, either in whole or in part, the other party shall reimburse the debtor party for any such excess payment made plus interest on the excess amount calculated in accordance with this Article.

#### ARTICLE XIV - OFFSET

The Company or the Reinsurer shall have, and may exercise at any time and from time to time, the right to offset any balance or balances, whether on account of premiums or on account of losses or otherwise, due from one party to the other under the terms of this Contract. However, this right to offset is limited to this Contract and may not be offset against any other Contract, and is specifically between the Company and the Reinsurer.

#### ARTICLE XV - ACCESS TO RECORDS (BRMA 1C)

The Company shall place at the disposal of the Reinsurer at all reasonable times, and the Reinsurer shall have the right to inspect through its designated representatives, during the term of this Contract and thereafter, all books, records and papers of the Company in connection with any reinsurance hereunder, or the subject matter hereof.

#### ARTICLE XVI - PROGRAM REVIEW

The Reinsurer acknowledges that it has been afforded the opportunity to review the records of the General Agent, including but not limited to rate levels, rate filings, underwriting guidelines and claims handling. Although the Company may perform reviews as well, it is understood that the participation of the Reinsurer on this Contract is based upon its continuing due diligence and not based upon due diligence performed by the Company.

#### ARTICLE XVII - ERRORS AND OMISSIONS (BRMA 14D)

- A. Inadvertent delays, errors or omissions made in connection with this Contract or any transaction hereunder shall not relieve either party from any liability which would have attached had such delay, error or omission not occurred, provided always that such error or omission is rectified as soon as possible after discovery.
- B. The liability of the Reinsurer under this Contract or any exhibits or endorsements attached hereto shall in no event exceed the limits specified herein, nor be extended to cover any risks, perils or classes of insurance or reinsurance generally or specifically excluded herein.

#### ARTICLE XVIII - TAXES (BRMA 50B)

In consideration of the terms under which this Contract is issued, the Company will not claim a deduction in respect of the premium hereon when making tax returns, other than income or profits tax returns, to any state or territory of the United States of America or the District of Columbia.

#### ARTICLE XIX - CURRENCY (BRMA 12A)

- A. Whenever the word "Dollars" or the "\$" sign appears in this Contract, they shall be construed to mean United States Dollars and all transactions under this Contract shall be in United States Dollars.
- B. Amounts paid or received by the Company in any other currency shall be converted to United States Dollars at the rate of exchange at the date such transaction is entered on the books of the Company.

ARTICLE XX - SERVICE OF SUIT (BRMA 49A)

(This Article only applies to reinsurers domiciled outside of the United States and/or unauthorized in any state, territory, or district of the United States having jurisdiction over the Company.)

- A. It is agreed that in the event of the failure of the Reinsurer hereon to pay any amount claimed to be due hereunder, the Reinsurer hereon, at the request of the Company, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this Article constitutes or should be understood to constitute a waiver of the Reinsurer's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon the Reinsurer at the address set forth in its Interests and Liabilities Agreement, and that in any suit instituted, the Reinsurer will abide by the final decision of such court or of any appellate court in the event of an appeal.
- B. The person named in Article XXVIII is authorized and directed to accept service of process on behalf of the Reinsurer in any such suit and/or upon the request of the Company to give a written undertaking to the Company that said person will enter a general appearance upon the Reinsurer's behalf in the event such a suit shall be instituted.
- C. Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the Reinsurer hereon hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Company or any beneficiary hereunder arising out of this Contract of reinsurance, and hereby designates the person named in Article XXVIII, as the person to whom said officer is authorized to mail such process or a true copy thereof.

ARTICLE XXI – SPECIAL FUNDING

- A. As the Reinsurer is unauthorized in the state of Delaware and is rated by A.M. Best Reports at less than A-, the Reinsurer agrees to fund the Security Balance as defined herein by providing to the Company evidence of:
1. Clean, irrevocable and unconditional letter(s) of credit issued or confirmed by banks acceptable to the Company, is a "qualified



United States financial institution” and which meets the credit standards of the NAIC Securities Valuation Office; and/or, at the option of the Reinsurer,

2. A Security trust account for the benefit of the Company established at a financial institution acceptable to the parties and whose terms and conditions shall be formalized in writing acceptable to the parties.
- B. “Security Balance” as used herein will mean an amount equal to Reinsurer’s share of the sum of: ceded loss adjustment expense reserves, outstanding ceded loss reserves, ceded unearned premium reserves, and ceded incurred but not reported loss reserves, as determined by the Company’s outside certified actuary.
- C. With regards to funding in whole or in part by letters of credit, it is agreed that each letter of credit will be issued for a term of at least one year and will include an “evergreen clause” which automatically extends the term for at least one additional year at each expiration date unless written notice of non-renewal is given to the Company not less than 30 days prior to said expiration date.
- D. The Company and the Reinsurer agree, notwithstanding anything to the contrary in this Contract, that the Company may draw against the letter(s) of credit or withdraw from such security trust account, without diminution because of the insolvency of the Company or the Reinsurer, but only for one or more of the following purpose:
1. To reimburse itself of the Reinsurer’s share of the Security Balance, unless paid in cash by the Reinsurer;
  2. To reimburse itself for the Reinsurer’s share of any other amount claimed to be due hereunder, unless paid in cash by the Reinsurer;
  3. To fund a cash account in an amount equal to the Security Balance funded by means of a letter of credit which is under non-renewal notice, if said letter of credit has not been renewed or replaced by the Reinsurer prior to its expiration date; and
  4. The refund to the Reinsurer any sum in excess of the actual amount required to fund the Security Balance, provided the Reinsurer is in compliance with its duties and obligations herein and upon the written request of the Reinsurer.

In the event the amount drawn by the Company is in excess of the actual amount required herein to be due, the Company shall promptly return to the account or Reinsurer in regards to draws against a letter of credit, the excess amount so drawn.

In the event the amount of the letter of credit is in excess of the actual amount of the Security Balance, Company shall promptly cooperate with the Reinsurer and the issuing bank to reduce the letter of credit amount.

ARTICLE XXII - FUNDING OF LARGE LOSSES

- A. Notwithstanding any provision(s) to the contrary, the Reinsurer shall fund all outstanding amounts in excess of \$25,000 upon written request from the Company.
- B. The Reinsurer shall fund such amounts within 10 days of receipt of the written request of the Company. In the event such requested amounts are not timely received by the Company, the Company may draw such amounts from the letter(s) of credit or withdraw from the Security Trust Account. The Reinsurer shall then immediately take such actions to increase the letter(s) of credit and/or the Security Trust Account to the extent of such withdrawn amounts.

ARTICLE XXIII - INSOLVENCY (BRMA 19L)

- A. In the event of the insolvency of the Company, reinsurance under this Contract shall be payable on demand, with reasonable provision for verification, on the basis of claims allowed against the insolvent Company by any court of competent jurisdiction or by any liquidator, receiver, conservator, or statutory successor of the Company having authority to allow such claims, without diminution because of such insolvency or because such liquidator, receiver, conservator, or statutory successor has failed to pay all or a portion of any claims. Such payments by the Reinsurer shall be made directly to the Company or its liquidator, receiver, conservator, or statutory successor, except as provided by Section 4118(a) of the New York Insurance Law or except (a) where the Contract specifically provides another payee of such reinsurance in the event of the insolvency of the Company, or (b) where the Reinsurer with the consent of the direct insured or insureds has assumed such Policy obligations of the Company as direct obligations of the Reinsurer to the payees under such Policies and in substitution for the obligations of the Company to such payees.
- B. It is agreed, however, that the liquidator, receiver, conservator, or statutory successor of the insolvent Company shall give written notice to the Reinsurer of the pendency of a claim against the insolvent Company on the policy or policies reinsured within a reasonable time after such claim is filed in the insolvency proceeding and that during the pendency of such claim the Reinsurer may investigate such claim and interpose, at its own expense, in the proceeding where such claim is to be adjudicated, any defense or defenses which it may deem available to the Company or its liquidator, receiver, conservator, or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

- C. Where two or more reinsurers are involved in the same claim and a majority in interest elect to interpose defense to such claim, the expense shall be apportioned in accordance with the terms of this Contract as though such expense had been incurred by the insolvent Company.

ARTICLE XXIV - ARBITRATION (BRMA 6S)

- A. As a condition precedent to any right of action hereunder, any irreconcilable dispute arising out of the interpretation, performance or breach of this Contract, including the formation or validity thereof, whether arising before or after the expiration or termination of the Contract, shall be submitted for decision to a panel of three arbitrators. Notice requesting arbitration will be in writing and sent registered or certified mail, return receipt requested.
- B. One arbitrator shall be chosen by each party and the two arbitrators shall, before instituting the hearing, choose an impartial third arbitrator who shall preside at the hearing. If either party fails to appoint its arbitrator within 30 days after being requested to do so by the other party, the latter, after 10 days notice by registered or certified mail, return receipt requested of its intention to do so, may appoint the second arbitrator.
- C. If the two arbitrators are unable to agree upon the third arbitrator within 30 days of their appointment, the Company shall petition the American Arbitration Association to appoint the third arbitrator. If the American Arbitration Association fails to appoint the third arbitrator within 30 days of being requested to do so, either party may request a justice of the federal district court having jurisdiction over the geographical area in which the arbitration is to take place, or if the federal court declines to act, the state court having general jurisdiction in such area to select the third arbitrator from a list of six individuals (three named by each arbitrator previously appointed).
- D. All arbitrators shall be disinterested active or former executive officers of insurance or reinsurance companies or Underwriters at Lloyd's, London.
- E. Within 30 days after notice of appointment of all arbitrators, the panel shall meet and determine timely periods for briefs, discovery procedures and schedules for hearings.
- F. The panel shall be relieved of all judicial formality and shall not be bound by the strict rules of procedure and evidence. The arbitration shall take place in Los Angeles, California or such other locations as may be unanimously approved by the parties, but the venue may be changed when deemed by the panel to be in the best interest of the arbitration proceeding. Insofar as the arbitration panel looks to substantive law, it shall consider the law of the State of Delaware. The decision of

any two arbitrators when rendered in writing shall be final and binding. The panel is empowered to grant interim relief as it may deem appropriate.

- G. The panel shall make its decision considering the custom and practice of the applicable insurance and reinsurance business as promptly as possible following the termination of the hearings. Judgment upon the award may be entered in any court having jurisdiction thereof.
- H. If more than one Reinsurer is involved in arbitration where there are common questions of law or fact and a possibility of conflicting awards or inconsistent results, all such Reinsurers shall constitute and act as one party for purposes of this Article and communications shall be made by the Company to each of the Reinsurers constituting the one party; provided, however, that nothing therein shall impair the rights of such Reinsurers to assert several, rather than joint defenses or claims, nor be construed as changing the liability of the Reinsurers under the terms of this Contract from several to joint.
- I. Each party shall bear the expense of its own arbitrator and shall jointly and equally bear with the other party the cost of the third arbitrator. The remaining costs of the arbitration shall be allocated by the panel. The panel may, at its discretion, award such further costs and expenses as it considers appropriate, including but not limited to attorneys fees, to the extent permitted by law. However, the panel may not award any exemplary or punitive damages.

#### ARTICLE XXV - ENTIRE AGREEMENT

- A. This Contract constitutes the entire agreement between the parties with respect to the business reinsured hereunder. There are no understandings between the parties other than as expressed in this Contract.
- B. Any change to or modification of this Contract shall be null and void unless made by an addendum signed by both parties.
- C. This Contract does not guarantee a profit either directly or indirectly from the Reinsurer to the Company or conversely from the Company to the Reinsurer. Nothing in this article shall act to preclude the introduction of submission-related documents in any dispute between the parties.

#### ARTICLE XXVI - GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Delaware.

#### ARTICLE XXVII - PRIVACY

In the course of performance of the Reinsurer's duties and obligations under this Contract, the Reinsurer may receive nonpublic personal information (i.e., any and all personal, financial and/or health information) associated with the Company's policies that are the subject matter of this Contract. Such nonpublic information shall be held in the strictest confidence by the Reinsurer and its agents, employees, affiliates, and representatives and shall not be used for any purpose other than the performance of its duties and obligations under this Contract. The Reinsurer shall establish and adopt appropriate procedures to protect the privacy, confidentiality and security of all such information, consistent with the requirements of the Gramm-Leach-Bliley Act (formally known as the "Financial Services Modernization Act of 1999") and any other applicable privacy laws or regulations.

#### ARTICLE XXVIII - MISCELLANEOUS

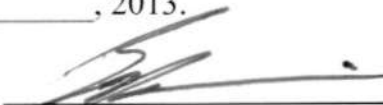
- A. All request and/or information pertaining to regulatory requirements regarding business reinsured hereunder shall be sent by the Company to the General Agent by certified or registered mail, return receipt requested or by such methods of electronic communication as approved by the parties.
- B. Each subscribing reinsurer shall be advised of any differential terms presented and offered the option of participating on any differential terms agreed to on the placement throughout the duration of this Contract.
- C. Any and all notices required or permitted to be given under this Agreement shall be in writing and will be deemed given when deposited in the United States Postal Service, Certified Mail, Return Receipt Requested, to the parties' address as provided below or such other addresses provided by the parties.

**Knight Insurance Company, Ltd.**  
c/o Knight Insurance Group  
4751 Wilshire Blvd. Ste. 111  
Los Angeles, CA 90010  
Attn: Eric D. Jarvis

Knight Specialty Insurance Company  
Brandywine Village  
1807 N. Market St.  
Wilmington, DE 19802-4810  
Attn: Eric D. Jarvis

D. If any provision of this Contract shall be rendered illegal or unenforceable by the laws, regulations, or public policy of any state, such provision shall be void in such state, but this shall not affect the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS WHEREOF, the Company has caused this contract to be executed by its duly authorized representative the \_\_\_ day of \_\_\_\_\_, 2013.

By:  \_\_\_\_\_

Its: President \_\_\_\_\_



U.S.A.

**NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-REINSURANCE**

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

- (1) This reinsurance does not cover any loss or liability accruing to the Reassured as a member of, or subscriber to, any association of insurers or reinsurers formed for the purpose of covering nuclear energy risks or as a direct or indirect reinsurer of any such member, subscriber or association.
- (2) Without in any way restricting the operation of paragraph (1) of this Clause it is understood and agreed that for all purposes of this reinsurance all the original policies of the Reassured (new, renewal and replacement) of the classes specified in Clause II of this paragraph (2) from the time specified in Clause III in this paragraph (2) shall be deemed to include the following provision (specified as the Limited Exclusion Provision).

**Limited Exclusion Provision:**

- I. It is agreed that the policy does not apply under any liability coverage, to:
  - {injury, sickness, disease, death or destruction
  - {bodily injury or property damage
 with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability.
- II. Family Automobile Policies (liability only), Special Automobile Policies (private passenger automobiles, liability only), Farmers Comprehensive Personal Liability Policies (liability only), Comprehensive Personal Liability Policies (liability only) or policies of a similar nature; and the liability portion of combination forms related to the four classes of policies stated above, such as the Comprehensive Dwelling Policy and the applicable types of Homeowners Policies.
- III. The inception dates and thereafter of all original policies as described in II above, whether new, renewal or replacement, being policies which either
  - (a) become effective on or after 1st May, 1960, or
  - (b) become effective before that date and contain the Limited Exclusion Provision set out above;

provided this paragraph (2) shall not be applicable to Family Automobile Policies, Special Automobile Policies, or policies or combination policies of a similar nature, issued by the Reassured on New York risks, until 90 days following approval of the Limited Exclusion Provision by the Governmental Authority having jurisdiction thereof.

- (3) Except for those classes of policies specified in Clause II of paragraph (2) and without in any way restricting the operation of paragraph (1) of this Clause, it is understood and agreed that for all purposes of this reinsurance the original liability policies of the Reassured (new, renewal and replacement) affording the following coverages:

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

shall be deemed to include, with respect to such coverages, from the time specified in Clause V of this paragraph (3), the following provision (specified as the Broad Exclusion Provision):

**Broad Exclusion Provision.\***

It is agreed that the policy does not apply:

- I. Under any Liability Coverage, to *{injury, sickness, disease, death or destruction}*  
*{bodily injury or property damage}*
- (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability;
- or
- (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to *{immediate medical or surgical relief}*,  
*{first aid}*,  
to expenses incurred with respect to *{bodily injury, sickness, disease or death}*  
*{bodily injury}*  
resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to *{injury, sickness, disease, death or destruction}*  
*{bodily injury or property damage}*  
resulting from the hazardous properties of nuclear material, if
- (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
- (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (c) the *{injury, sickness, disease, death or destruction}*  
*{bodily injury or property damage}*  
arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories, or possessions or Canada, this exclusion (c) applies only to *{injury to or destruction of property at such nuclear facility}*,  
*{property damage to such nuclear facility and any property thereat}*.

IV. As used in this endorsement:

"**hazardous properties**" include, radioactive, toxic or explosive properties; "**nuclear material**" means source material, special nuclear material or byproduct material; "**source material**", "**special nuclear material**", and "**byproduct material**" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; "**spent fuel**" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "**waste**" means any waste material (1) containing by product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "**nuclear facility**" means

- (a) any nuclear reactor,



- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "**nuclear reactor**" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

*{With respect to injury to or destruction of property, the word "injury" or "destruction",  
{"property damage" includes all forms of radioactive contamination of property,  
{includes all forms of radioactive contamination of property.*

- V. The inception dates and thereafter of all original policies affording coverages specified in this paragraph (3), whether new, renewal or replacement, being policies which become effective on or after 1st May, 1960, provided this paragraph (3) shall not be applicable to
  - (i) Garage and Automobile Policies issued by the Reassured on New York risks.  
or
  - (ii) statutory liability insurance required under Chapter 90, General Laws of Massachusetts,

until 90 days following approval of the Broad Exclusion Provision by the Governmental Authority having jurisdiction thereof.

- (4) Without in any way restricting the operation of paragraph (1) of this Clause, it is understood and agreed that paragraphs (2) and (3) above are not applicable to original liability policies of the Reassured in Canada and that with respect to such policies this Clause shall be deemed to include the Nuclear Energy Liability Exclusion Provisions adopted by the Canadian Underwriters' Association or the Independent Insurance Conference of Canada.

\*NOTE. The words printed in italics in the Limited Exclusion Provision and in the Broad Exclusion Provision shall apply only in relation to original liability policies which include a Limited Exclusion Provision or a Broad Exclusion Provision containing those words.

21/9/67  
N.M.A. 1590

**AMENDMENT TO THE DEFINITION OF WASTE**

It is agreed that the definition of "**Waste**" contained in sub-paragraph IV above is amended to read as follows:

**"Waste"** means any material

- (a) containing **by-product material** other than the tailings or waste produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content, and
- (b) resulting from the operation by any person or organisation of any **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility**.

**NUCLEAR INCIDENT EXCLUSION CLAUSE - PHYSICAL DAMAGE - REINSURANCE - U.S.A.**

1. This Reinsurance does not cover any loss or liability accruing to the Reassured, directly or indirectly and whether as Insurer or Reinsurer, from any Pool of Insurers or Reinsurers formed for the purpose of covering Atomic or Nuclear Energy risks.

2. Without in any way restricting the operation of paragraph (1) of this Clause, this Reinsurance does not cover any loss or liability accruing to the Reassured, directly or indirectly and whether as Insurer or Reinsurer, from any insurance against Physical Damage (including business interruption or consequential loss arising out of such Physical Damage) to:

- I. Nuclear reactor power plants including all auxiliary property on the site, or
- II. Any other nuclear reactor installation, including laboratories handling radioactive materials in connection with reactor installations, and "critical facilities" as such, or
- III. Installations for fabricating complete fuel elements or for processing substantial quantities of "special nuclear material", and for reprocessing, salvaging, chemically separating, storing or disposing of "spent" nuclear fuel or waste materials, or
- IV. Installations other than those listed in paragraph (2) III above using substantial quantities of radioactive isotopes or other products of nuclear fission.

3. Without in any way restricting the operations of paragraphs (1) and (2) hereof, this Reinsurance does not cover any loss or liability by radioactive contamination accruing to the Reassured, directly or indirectly, and whether as Insurer or Reinsurer, from any insurance on property which is on the same site as a nuclear reactor power plant or other nuclear installation and which normally would be insured therewith except that this paragraph (3) shall not operate

- (a) where Reassured does not have knowledge of such nuclear reactor power plant or nuclear installation, or
- (b) where said insurance contains a provision excluding coverage for damage to property caused by or resulting from radioactive contamination, however caused. However on and after 1st January 1960 this sub-paragraph (b) shall only apply provided the said radioactive contamination exclusion provision has been approved by the Governmental Authority having jurisdiction thereof.

4. Without in any way restricting the operations of paragraphs (1), (2) and (3) hereof, this Reinsurance does not cover any loss or liability by radioactive contamination accruing to the Reassured, directly or indirectly, and whether as Insurer or Reinsurer, when such radioactive contamination is a named hazard specifically insured against.

5. It is understood and agreed that this Clause shall not extend to risks using radioactive isotopes in any form where the nuclear exposure is not considered by the Reassured to be the primary hazard.

6. The term "special nuclear material" shall have the meaning given it in the Atomic Energy Act of 1954 or by any law amendatory thereof.

7. Reassured to be sole judge of what constitutes:

- (a) substantial quantities, and
- (b) the extent of installation, plant or site.

Note. - Without in any way restricting the operation of paragraph (1) hereof, it is understood and agreed that

- (a) all policies issued by the Reassured on or before 31st December 1957 shall be free from the application of the other provisions of this Clause until expiry date or 31st December 1960 whichever first occurs whereupon all the provisions of this Clause shall apply.
- (b) with respect to any risk located in Canada policies issued by the Reassured on or before 31st December 1958 shall be free from the application of the other provisions of this Clause until expiry date or 31st December 1960 whichever first occurs whereupon all the provisions of this Clause shall apply.

NMA 1119 (12/12/57)

## BRMA 39 B

## POLLUTION EXCLUSION CLAUSE - AUTO LIABILITY - REINSURANCE

- A. This reinsurance excludes all loss and/or liability accruing to the Company as a result of:
1. bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:
    - a. that are (or that are contained in any property that is):
      - i. being transported or towed by, or handled for movement into, onto or from the insured auto, or otherwise in the course of transit;
      - ii. being stored, disposed of, treated or processed in or upon the insured auto;
    - b. before the pollutants (or any property in which the pollutants are contained) are moved from the place where they are accepted by the insured for movement into or onto the insured auto; or
    - c. after the pollutants (or any property in which the pollutants are contained) are moved from the insured auto to the place where they are finally delivered, disposed of or abandoned by the insured;
  2. any governmental direction or request that the insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.
- B. Paragraph A above does not apply to environmental restoration coverage required by the Motor Carrier Act of 1980, or similar mandatory laws.
- C. Subparagraph A(1)(a)(ii) above does not apply to fuels, lubricants, fluids, exhaust gases or other similar pollutants that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the insured auto or its parts, if:
1. the pollutants escape or are discharged, dispersed or released directly from an auto part designed by its manufacturer to hold, store, receive or dispose of such pollutants; and

2. the bodily injury or property damage does not arise out of the operation of a cherry picker or similar device mounted on an automobile or truck chassis and used to raise or lower workers, air compressors, pumps and/or generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

D. Paragraphs A(1)(b) and A(1)(c) above do not apply if:

1. the pollutants (or any property in which the pollutants are contained) are upset, overturned or damaged as a result of the maintenance or use of an insured auto; and
2. the discharge, dispersal, release or escape of the pollutants is caused directly by such upset, overturn or damage.

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

**Exhibit J**

KNIGHT INSURANCE COMPANY, LTD (CONSOLIDATED)
FINANCIAL STATEMENT - DECEMBER 31, 2023

Table with columns ASSETS and LIABILITIES. Assets include Cash and Bank Deposits, Bonds, Stocks, etc. Liabilities include Unearned Premiums, Reserve for Claims, etc. Total Admitted Assets: 2,177,780,679.

I, Amit Shah, President of Knight Insurance Company, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, as of the 31st day of December, 2023, according to the best of my information, knowledge and belief.

[Signature]
Amit Shah, President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On April 3, 2024 before me, T. Douglas a Notary Public, personally appeared Amit Shah who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)

