RLI Marine

RLI Marine Policy

HUL0700073

for

State of Ohio - Environmental Protection Agency;
State of Ohio - Department of Natural Resources

RLI®

NOTICE TO OUR BROKERS AND AGENTS OF OUR CLAIM NOTIFICATION PROCEDURE

As part of our continuing effort to provide you with the best service available, ALL CLAIMS, OCCURRENCES, INCIDENTS and LAWSUITS under this policy are to be reported immediately to:

RLI Insurance Company

Email (preferred): New.Claim@rlicorp.com

Fax: (866) 692-6796

Phone: (800) 444-0406

Street Address: 9025 N. Lindbergh Drive, Peoria, IL 61615

Mailing Address: P.O. Box 3961, Peoria, IL 61612-3961

When reporting the incident, be prepared to supply a report of claim or the following information:

1. Policy Number
2. Contact Person information (name, address, phone, etc.)
3. Nature of incident
4. Date of incident

When reporting multiple incidents, please send each loss notice separately.

IMPORTANT NOTICE TO POLICYHOLDERS

TERRORISM RISK INSURANCE ACT, AS AMENDED

Under the Terrorism Risk Insurance Act, as amended (the "**Act**"), we must make coverage for "**certified acts of terrorism**" available in the policies we offer. We notified you at the time of offer and purchase of the policy to which this Notice is attached that this coverage was available and we gave you the right to reject our offer of such terrorism coverage. If you elected to purchase the coverage, the premium charged for such coverage is shown on the Declarations page of the policy. If you elected to reject the coverage we have not charged your policy for terrorism coverage and have attached a terrorism exclusion to your policy.

PLEASE NOTE: IF YOU REJECTED THE OFFER OF FEDERAL TERRORISM INSURANCE COVERAGE, THAT REJECTION DOES NOT APPLY TO THE LIMITED EXTENT THAT RELEVANT STATE LAW REQUIRES COVERAGE FOR FIRE LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER THE ACT.

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States government under a formula established by federal law. Under this formula, the United States government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning January 1, 2018; 81% beginning January 1, 2019 and 80% beginning January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

You should also know that the Act contains a $100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds $100 billion. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

Specific coverage terms for terrorism, including limitations and exclusions, are more fully described in endorsements attached to the policy. Your policy may contain an exclusion for losses that are not eligible for federal reinsurance under the Act.

Definitions:

"**Certified act of terrorism**," as defined in Section 102(1) of the Act, means an act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security, and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

RLI

RLI Insurance Company

9025 N. Lindbergh Drive • Peoria, IL 61615 • (309) 692-1000

A stock insurance company, herein called the Company.

POLICY DECLARATIONS

Policy Number: HUL0700073

Renewal of: HUL0700073

Broker Reference Number:

"NAMED INSURED" AND ADDRESS:

State of Ohio - Environmental Protection Agency; State of Ohio - Department of Natural Resources
Office of Risk Management
4200 Surface Road
Columbus, OH 43228

AGENT/BROKER:

24968 Willis of Ohio, Inc.
775 Yard Street Ste 200
Columbus, OH 43212

POLICY PERIOD From 07/01/2016 To 07/01/2017 at 12:01 AM Standard Time at your mailing address shown above.

In consideration of the premium as outlined below and subject to all the terms of this Policy, this Company agrees to provide the insurance coverage as stated in the attached Policy. This premium may be subject to adjustment.

Coverage Part	Premium
Hull	$3,140.00
Certified Terrorism Loss	$157.00

See attached Tax, Fee & Surcharge Schedule (OMP 900) if applicable. Taxes/Fees/Surcharges: N/A

Premium payable at inception unless Payment Schedule (OMP 113) applies. **Total Premium:** $3,297.00

Minimum Premium: N/A

ADDITIONAL FORMS AND ENDORSEMENTS – MADE PART OF THIS POLICY AT TIME OF ISSUE

See Attached Schedule of Endorsements (OMP 2150)

Gregory Wilwerding

Authorized Signature

RLI Insurance Company
9025 North Lindbergh Drive, Peoria, IL 61615

SUPPLEMENTAL DECLARATIONS

Policy No: HUL0700073

Named Insured and Mailing Address

State of Ohio - Environmental Protection Agency; State of Ohio - Department of Natural Resources
Office of Risk Management
4200 Surface Road
Columbus, OH 43228

Portion of premium attributable to coverage for Certified Acts of Terrorism	$157.00
Portion of premium attributable to coverage for Certified Acts of Terrorism (fire only), as required by state law	$0

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

APPLICABLE FORMS & ENDORSEMENTS

FORMS AND ENDORSEMENTS LISTED BELOW APPLY TO AND ARE MADE PART OF THIS POLICY AT TIME OF ISSUE. IF LISTED UNDER A SPECIFIC SECTION, THE FORM APPLIES ONLY TO THAT SECTION AND DOES NOT CHANGE TERMS OR CONDITIONS FOR ANY OTHER SECTION. FORMS LISTED UNDER THE GENERAL SECTION APPLY TO ALL SECTIONS OF THE POLICY.

General Section

CPR 2230 (03/08)	Terrorism Exclusion
CPR 2221OH (01/15)	Certified Terrorism Loss - Ohio
ILF 0001 (01/01)	Signature Page

Hull and/or related Coverage Section

OMH 105 (09/07)	Taylor Form (SP-39C) -- Taylor 1953 - Rev. 70
OMH 605 (04/05)-HU	Taylor Endorsement (SP-39D)
OMH 603 (04/05)	American Institute S.R. & C.C. Endorsement -- Hulls
OMH 611 (04/05)	American Institute Deliberate Damage - Pollution Hazard (Hull) -- 6Z-4
OMH 652 (04/05)	Alteration And Repairs
OMP 610 (08/05)	Absolute Silica Exclusion
OMP 605 (04/07)	Mold, Mildew and Fungus Exclusion
OMP 609 (08/05)	Absolute Exclusion of Punitive Damages
OMP 601 (08/05)	Asbestos Exclusion
OMP 630 (08/05)	U.S. Economic and Trade Sanctions Clause
OMP 632 (08/05)	Chemical, Biological, Bio-Chemical and Electromagnetic Exclusion Clause
OMP 614 (08/05)	AIMU Extended Radioactive Contamination Clause with U.S.A.Endorsement
MAN-HUL0700073-1601	Schedule of Vessels
MAN-HUL0700073-1602	Special Conditions

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TERRORISM EXCLUSION

1. We will not pay for loss, damage, cost or expense caused directly or indirectly by "terrorism" including "certified acts of terrorism," as defined in the Terrorism Risk Insurance Act, as amended, unless specifically provided by endorsement to this policy or any action taken to control, prevent, or suppress terrorism. Such loss, damage, cost or expense is excluded regardless of any other cause or event that contributes concurrently or in any sequence to this loss.

2. The following definition is added and applies under this endorsement wherever the term "terrorism" is used.

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

A. That involve the following or preparation for the following:

1. Use or threat of force or violence; or

2. Commission or threat of a dangerous act; or

3. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

B. When one or both of the following applies:

1. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

2. It appears that the intent is to intimidate or coerce a government, or to further polictical, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

3. Fire Exception

The following provision applies only where relevant state law requires coverage for fire losses resulting from acts of terrorism, and where a premium for such has been paid.

If an act of terrorism results in fire, we will pay for the loss or damage caused by that fire. This exception for fire applies only to direct loss or damage by fire to covered property. This exception does not apply to coverage for business income, extra expense, or fire legal liability.

4. Neither the terms of this endorsement nor the terms of any other terrorism endorsement attached to this policy provide coverage for any loss that would otherwise be excluded by this policy under:

A. Exclusions that address war, military action, or nuclear hazard; or

B. Any other exclusion.

5. The absence of any other terrorism endorsement does not imply coverage for any loss that would otherwise be excluded by this policy under:

A. Exclusions that address war, military action, or nuclear hazard; or

B. Any other exclusion.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CERTIFIED TERRORISM LOSS

1. The following definitions are made a part of this policy.

a. "Certified act of terrorism" means an "act of terrorism" as defined in Section 102(1) of the Terrorism Risk Insurance Act, as amended, namely, an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States:

(1) To be an act of terrorism;

(2) To be a violent act or an act that is dangerous to human life, property, or infrastructure;

(3) To have resulted in damage:

(a) Within the United States; or

(b) Outside the United States in the case of certain air carriers or vessels or the premises of any United States mission; and

(4) To have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act will be certified by the Secretary of the Treasury as an act of terrorism if the act is committed as part of the course of a war declared by the Congress, or if property and casualty insurance losses resulting from the act do not exceed $5,000,000 in the aggregate.

b. "Certified terrorism loss" means loss that results from a "certified act of terrorism."

2. The terms of any terrorism exclusion or limitation in coverage that is part of or that is attached to this policy are amended by the following provision:

This exclusion or limitation in coverage does not apply to "certified terrorism loss."

3. If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act, as amended, exceed $100 billion in a calendar year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, as amended, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

4. Neither the terms of this endorsement nor the terms of any other terrorism endorsement attached to this policy provide coverage for any loss that would otherwise be excluded by this policy under:

a. Exclusions that address war, military action, or nuclear hazard; or

b. Any other exclusion.

5. The absence of any other terrorism endorsement does not imply coverage for any loss that would otherwise be excluded by this policy under:

a. Exclusions that address war, military action, or nuclear hazard; or

b. Any other exclusion.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

HULL AND PROTECTION & INDEMNITY DECLARATION

Hulls ☐ **Not Covered**

Vessels: *See Vessel Schedule for Details.*

Total Agreed Values/
Amount Insured Hereunder: *See Vessel Schedule for Details.* $ 233,169

Deductible: *See Vessel Schedule for Details.*

Protection & Indemnity ☒ **Not Covered**

Limit of Liability: $ N/A

- ☐ Per Occurrence
- ☐ Combined Single Limit

Deductible: *See Vessel Schedule for Details.*

Trading/Navigation Warranties:

Season of Navigation (If Applicable) To: 7/1/2017
From: 7/1/2016

See Special Conditions

INSURED

TAYLOR FORM

In consideration of the premium and the stipulations, terms and conditions hereinafter mentioned, this Company does hereby insure:

Assured Assured Per Policy Declaration

Whose address is See Policy Declaration

Loss, if any, payable to Assured or Order

Upon the See Vessel Schedule

Her hull, tackle, apparel, engines, boilers, machinery, appurtenances, equipment, stores, boats and furniture From the ____ day of See Policy Declaration, beginning and ending; until the ____ day of See Policy Declaration, _____, at noon Standard Time at place of issuance.

AMOUNT INSURED HEREUNDER	RATE	PREMIUM	AGREED VALUATION
$ See Vessel Schedule	See Vessel Schedule %	$ See Vessel Schedule	$ See Vessel Schedule

Touching the adventures and perils which this Company is contented to bear and take upon itself, they are of the waters named herein, fire, lightning, earthquake, assailing thieves, jettisons, barratry of the master and mariners and all other like perils that shall come to the hurt, detriment or damage of the vessel named herein.

This insurance also covers loss of or damage to the vessel named herein caused by explosion on shipboard or elsewhere.

This insurance also covers loss of or damage to the vessel named herein directly caused by:

Accidents in loading, discharging or handling cargo, or in bunkering;

Accidents in going on or off, or while on drydocks, graving docks, ways, marine railways, gridirons or pontoons;

Breakdown of motor generators or other electrical machinery and electrical connections thereto, bursting of boilers, breakage of shafts, or any latent defect in the machinery or hull, (excluding the cost and expense of replacing or repairing the defective part);

Breakdown of or accidents to nuclear installations or reactors not on board the vessel named herein;

Contact with aircraft, rockets or similar missiles, or with any land conveyance;

Negligence of charterers and/or repairers, provided such charterers and/or repairers are not assured(s) hereunder;

Negligence of master, mariners, engineers or pilots;

(Continued on following pages)

provided such loss or damage has not resulted from want of due diligence by the assured, the owners or managers of the vessel, or any of them.

General average, salvage and special charges payable as provided in the contract of affreightment, or failing such provision, or there be no contract of affreightment, payable in accordance with the laws and usages of the port of New York. Provided always that when an adjustment according to the laws and usages of the port of destination is properly demanded by the owners of the cargo, general average shall be paid in accordance with same.

And it is further agreed that if the vessel named herein and/or her tow, if any, shall come into collision with any other ship or vessel other than her tow, if any, and the assured in consequence of the vessel named herein being at fault shall become liable to pay and shall pay by way of damages to any other person or persons any sum or sums in respect of such collision, this Company will pay its proportion of such sum or sums so paid as the amount insured hereunder bars to the agreed valuation of the vessel named herein, provided always that this Company's liability in respect of any one such collision shall not exceed the amount insured hereunder. And in cases where the liability of the vessel named herein has been contested or proceedings have been taken to limit liability, with the consent in writing of this Company, this Company will also pay a like proportion of the costs which the assured shall thereby incur, or be compelled to pay; but when both vessels are to blame, then, unless the liability of the owners of one or both such vessels becomes limited by law, claims under this Collision Liability Clause shall be settled on the principle of cross-liabilities as if the owners of each vessel had been compelled to pay to the owners of the other of such vessels such one-half or other proportion of the latter's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the assured in consequence of such collision. Provided always that this clause shall in no case extend to any sum which the assured may directly, indirectly, or otherwise incur or become liable to pay or shall pay for: removal, destruction or abatement of, or any attempt or failure or neglect to remove, destroy or abate obstructions or wrecks and/or their cargoes or any hazard resulting therefrom; loss of, or damage to, or expense, including demurrage and/or loss of use thereof, in connection with any fixed or movable object, property or thing of whatever nature (excepting other vessels and property thereon); loss of or damage to her tow; cargo, baggage or engagements of the vessel named herein or of her tow; or for loss of life of, or injury to, or illness of, any person. And provided also that in the event of any claim under this clause being made by anyone other than the owners of the vessel named herein, he shall not be entitled to recover in respect of any liability to which the owners of the vessel as such would not be subject, nor to a greater extent than the owners would be entitled in such event to recover.

In case of any loss or misfortune it shall be lawful and necessary for the assured, their factors, servants and assigns, to sue, labor and travel for, in and about the defense, safeguard and recovery of the vessel named herein, or any part thereof, without prejudice to this insurance, to the charges whereof this Company will contribute as hereinafter provided. It is agreed that the acts of the assured or this Company, or their agents, in recovering, saving and preserving the property insured in case of disaster shall not be considered a waiver or an acceptance of an abandonment, nor as affirming or denying any liability under this policy; but such acts shall be considered as done for the benefit of all concerned, and without prejudice to the rights of either party.

Warranted that in case of any casualty or loss which may result in a claim under this policy the assured shall give this Company prompt notice thereof and reasonable opportunity to be represented on a survey of the damage, each party to name a surveyor, which two surveyors shall proceed to draw specifications as to the extent of the damage and the work required to make the damage good. If the two surveyors agree, such specifications shall be binding on both this Company and the assured, subject nevertheless to policy terms and conditions and the question of whether or not the disaster and resulting loss or damage are covered by this policy. In the event the two surveyors cannot agree, they must select an umpire, and in the event they cannot agree upon an umpire, either party hereto may apply to the United States District Court for the district in which the home port of the vessel named herein is located for the appointment of an umpire, pursuant to the United States Arbitration Act. The decision of the umpire so appointed shall have the same force and effect as the specifications aforesaid. When specifications have been drawn in either of the modes aforesaid, if the Company shall be dissatisfied with the terms which the assured may obtain for the repair of the damage as specified by said survey, then this Company may require the surveyors or the umpire to submit the specifications prepared as aforesaid to such shipyard, repair men, boat builders and shipwrights, as may be selected by such surveyors or the umpire, with a request for bids for such repairs. If after reception of such bids, the assured shall elect to accept some other bid than that of the lowest bidder, this Company shall be liable only for its proportion of so much of the sum actually expended to effect repairs specified by the surveyors for its account as does not exceed said lowest bid. In no event however shall this Company respond for an amount in excess of its proportion of the amount actually expended by the assured in effecting such repairs.

With respect to physical loss or damage to the vessel named herein this Company shall be liable only for such proportion of such loss or damage as the amount insured hereunder bears to the agreed valuation.

In the event of expenditure under the sue and labor clause, this Company will pay the proportion of such expenses that the amount insured hereunder bears to the agreed valuation of the vessel named herein, or that the amount insured hereunder, less loss and/or damage payable under this policy, bears to the actual value of the salvaged vessel, whichever proportion shall be less.

When the contributory value of the vessel named herein is greater than the agreed valuation stated herein the liability of this Company for general average contribution (except in respect of amount made good to the vessel) or salvage shall not exceed that proportion of the total contribution due from the vessel that the amount insured hereunder bears to the contributory value; and if because of damage for which this Company is liable as particular average the value of the vessel has been reduced for the purpose of contribution, the amount of the particular average claim under this policy shall be deducted from the amount insured hereunder and this Company shall be liable only for the proportion which such net amount bears to the contributory value.

The sum of $ See Vessel Schedule shall be deducted from the total amount of any or all claims (including claims for sue and labor, collision liability, general average and salvage charges) resulting from any one accident. This deduction does not apply to claims for total or constructive total loss. For the purpose of this clause each accident shall be treated separately, but it is agreed that a sequence of damages arising from the same accident shall be treated as due to that accident.

In case of loss, such loss to be paid in thirty (30) days after satisfactory proof of loss and interest shall have been made and presented to this Company, (the amount of any indebtedness due this Company from the assured or any other party interested in this policy being first deducted).

Upon making payment under this policy the Company shall be vested with all of the assured's rights of recovery against any person, corporation, vessel or interest and the assured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights.

Any agreement, contract or act, past or future, expressed or implied, by the assured whereby any right of recovery of the assured against any vessel, person or corporation is released, decreased, transferred or lost which would, on payment of claim by this Company, belong to this Company but for such agreement, contract or act shall render this policy null and void as to the amount of any such claim, but only to the extent and to the amount that said agreement, contract or act releases, decreases, transfers, or causes the loss of any right of recovery of this Company, but the Company's right to retain or recover the full premium shall not be affected.

This Company shall have the option of naming the attorneys who shall represent the assured in the prosecution or defense of any litigation or negotiations between the assured and third parties concerning any claim, loss or interest covered by this policy, and this Company shall have the direction of such litigation or negotiations. If the assured shall fail or refuse to settle any claim as authorized by the Company, the liability of the Company to the assured shall be limited to the amount for which settlement could have been made.

It is a condition of this policy that no suit, action or proceeding for the recovery of any claim for physical loss of or damage to the vessel named herein shall be maintainable in any court of law or equity unless the same be commenced within twelve (12) months next after the calendar date of the happening of the physical loss or damage out of which the said claim arose. Provided, however, that if by the laws of the state within which this policy is issued such limitation is invalid, then any such claim shall be void unless such action, suit or proceeding be commenced within the shortest limit of time permitted, by the laws of such state, to be fixed herein.

In event of damage, cost of repairs to be paid without deduction of one-third, new for old.

If claim for total loss is admitted under this policy and sue and labor expenses have been reasonably incurred in excess of any proceeds realized or value recovered, the amount payable under this policy will be the proportion of such excess that the amount insured hereunder (without deduction for loss or damage) bears to the agreed valuation or the sound value of, the vessel named herein at the time of the accident, whichever value was greater.

It is a condition of this insurance that this Company shall not be liable for unrepaired damage in addition to a total or constructive total loss.

No recovery for a constructive total loss shall be had hereunder unless the expense of recovering and repairing the vessel named herein shall exceed the agreed valuation.

In ascertaining whether the vessel named herein is a constructive total loss the agreed valuation shall be taken as the repaired value, and nothing in respect of the damaged or break-up value of the vessel or wreck shall be taken into account.

In the event of total or constructive total loss, no claim to be made by this Company for freight, whether notice of abandonment has been given or not.

Any deviation beyond the navigation limits provided herein shall void this policy; but on the return of the vessel in a seaworthy condition, within the limits herein provided, this policy shall reattach and continue in full force and effect, but in no case beyond the termination of this policy.

Warranted by the assured that there shall be no other insurance covering physical loss or damage to the vessel named herein other than that which is provided in lines 14 through 31 hereof but permission is granted to carry other insurance of whatever kind or nature not covered by this policy or additional amounts of insurance of the kind or nature covered by this policy other than as provided in lines 14 through 31.

This insurance shall be void in case this policy or the vessel named herein, shall be sold, assigned, transferred or pledged, or if there be any change of management or charter of the vessel, without the previous consent in writing of this Company.

Notwithstanding anything to the contrary contained in this policy, this insurance is warranted free from any claim for loss, damage or expense caused by or resulting from capture, seizure, arrest, restraint or detainment, or the consequences thereof or of any attempt thereat, or any taking of the vessel, by requisition or otherwise, whether in time of peace or war and whether lawful or otherwise; also from all consequences of hostilities or war-like operations (whether there be a declaration of war or not), but the foregoing shall not exclude collision or contact with aircraft, rockets or similar missiles, or with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather, fire or explosion unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power, and for the purpose of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power; also warranted free, whether in time of peace or war, from all loss, damage or expense caused by any weapon of war employing atomic or nuclear fission and/or fusion or other reaction or radioactive force or matter.

Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy.

If war risks are hereafter insured by endorsement on the policy, such endorsement shall supersede the above warranty only to the extent that their terms are inconsistent and only while such war risk endorsement remains in force.

Warranted free of loss or damage in consequence of strikes, lockouts, political or labor disturbances, civil commotions, riots, martial law, military or usurped power or malicious acts.

Either party may cancel this policy by giving ten (10) days notice in writing; if at the option of this Company pro rata rates, if at the request of the assured short rates, will be charged – and arrival.

Per Policy Declaration and attached Endorsements

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TAYLOR ENDORSEMENT

It is hereby mutually understood and agreed that the Collision Liability Clause appearing in lines 36 to 58, inclusive, of the form to which this endorsement is attached, is deemed deleted and that the following Collision Liability/Towers Liability Clause shall be substituted therefor:

And it is further agreed that if the vessel named herein shall come into collision with any other vessel, craft or structure, floating or otherwise (including her tow); or shall strand her tow or shall cause her tow to come into collision with any other vessel, craft or structure, floating or otherwise, or shall cause any other loss or damage to her tow or to the freight thereof or to the property on board, and the assured, in consequence of the vessel named herein being at fault, shall become liable to pay and shall pay by way of damages to any other person or persons any sum or sums, this Company will pay its proportion of such sum or sums so paid as the amount insured hereunder bears to the agreed valuation of the vessel named herein, provided always that the liability of this Company in respect of any one such casualty shall not exceed the amount insured hereunder. And in cases where the liability of the vessel named herein has been contested or proceedings have been taken to limit liability, with the consent in writing of this Company, this Company will also pay a like proportion of the costs, which the assured shall thereby incur or be compelled to pay; but when both vessels are to blame, then, unless the liability of the owners of one or both of such vessels becomes limited by law, claims under this clause shall be settled on the principle of cross-liabilities, as if the owners of each vessel had been compelled to pay to the owners of the other of such vessels such one-half or other proportion of the latter's damage as may have been properly allowed in ascertaining the balance or sum payable by or to the assured in consequence of such casualty. It is hereby further agreed that the principles involved in this clause shall apply to the case where two or more of the vessels involved are the property, in part or in whole, of the same assured, all questions of responsibility and amount of liability as between such vessels being left to the decision of a single arbitrator, if the parties can agree upon a single arbitrator, or failing such agreement, to the decision of arbitrators, one to be appointed by the assured, and one to be appointed by this Company, the two arbitrators so chosen to choose a third arbitrator before entering upon the reference, and the decision of such single or of any two of such three arbitrators, appointed as above, to be final and binding. Provided always that this clause shall in no case extend to any sum which the assured may directly, indirectly or otherwise incur or become liable to pay or shall pay for: removal, destruction or abatement of, or any attempt or failure or neglect to remove, destroy or abate obstructions or wrecks and/or their cargoes or any hazard resulting therefrom; cargo, baggage or engagements of the vessel named herein; or for loss of life of, or injury to, or illness of, any person. And provided also that in the event of any claim under this clause being made by anyone other than the owners of the vessel named herein, he shall not be entitled to recover in respect of any liability to which the owners of the vessel as such would not be subject, nor to a greater extent than the owners would be entitled in such event to recover.

In consideration of the reduced rate at which this insurance is written this policy, under its Collision Liability/Towers Liability provisions appearing in the preceeding paragraph, excludes any claim for loss of, damage to, or expense in connection with vessel(s) (or their cargo) in tow of the vessel(s) named herein which vessel(s) (or their cargo) in tow are owned by or bareboat chartered to State of OH - EPA and/or State of OH - DNR.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMERICAN INSTITUTE
S.R. & C.C. ENDORSEMENT – HULLS

In consideration of an additional premium, as provided below, this insurance is extended to cover additional risks, from and after 07/01/2016 in accordance with the following clause:

"This insurance also covers damage to or destruction of the property insured directly caused by strikers, locked out workmen, or persons taking part in labor disturbances or riots or civil commotions or caused by vandalism, sabotage, or malicious mischief, but excluding civil war, revolution, rebellion or insurrection, or civil strife arising therefrom, and warranted free from any claim for delay, detention or loss of use, and free from all loss, damage or expense caused by any weapon of war employing atomic or nuclear fission and/or fusion or other reaction or radioactive force or matter.

Notwithstanding the exclusions in the F.C. & S. Clause in the within policy 'vandalism,' 'sabotage,' and 'malicious mischief,' as used herein, shall be construed to include willful or malicious physical injury to or destruction of the described property caused by acts committed by an agent of any Government, party or faction engaged in war, hostilities, or other warlike operations, provided such agent is acting secretly and not in connection with any operations of military or naval armed forces in the country where the described property is situated."

Until further notice the Assured shall pay, for the additional protection afforded by the above clause, an additional premium of Included percent. The Underwriters have the right nevertheless to change this rate at any time on fifteen (15) days written notice to the Assured; but the Assured shall have the option to cancel this endorsement as of the time when such change of rate would take effect, provided previous notice of such cancellation be given to the Underwriters. The rate may be changed as above notwithstanding strikes, labor troubles or civil commotions, on board the vessel or elsewhere, may be threatened or actually exist either at the time when such notice is given or when it takes effect.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMERICAN INSTITUTE
DELIBERATE DAMAGE – POLLUTION HAZARD
(HULL)

In consideration of premium paid it is understood and agreed that, subject to the terms and conditions of this Policy, this insurance also covers loss of or damage to the Vessel directly caused by governmental authorities acting for the public welfare to prevent or mitigate a pollution hazard, or threat thereof, resulting directly from damage to the Vessel for which the Underwriters are liable under this Policy, provided such act of governmental authorities has not resulted from want of due diligence by the Assured, the Owners, or Managers of the Vessel or any of them to prevent or mitigate such hazard or threat Masters, Officers, Crew or Pilots are not to be considered Owners within the meaning of this clause should they hold shares in the Vessel.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALTERATION AND REPAIRS

Whenever any of the Vessel(s) named herein during the currency of this Policy are undergoing repairs, alterations, building, rebuilding, outfitting or overhauling by any recognized ship repairer or builder, this Policy shall pay for physical loss or damage only to the Vessel(s) named herein, to the extent of any peril not recoverable hereunder that is recoverable under the terms of the American Institute Builders Risk Form (13-L – February 8, 1979), subject, however, to this Policy's termination, deductible average, agreed valuation and amount insured hereunder.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE SILICA EXCLUSION

It is agreed that:

1. This Policy does not apply to "bodily injury," "property damage," or "personal and advertising injury" in any way or to any extent arising out of or involving silica, silica particles or dust, or any product containing silica or used to control silica, or any product or action used or taken to protect any person from exposure to silica in any form.

2. This Policy does not apply to "economic loss," "diminution of property," "abatement costs," or any other loss, cost or expense including "equitable relief," in any way or to any extent arising out of or involving silica, silica particles or dust, or any product containing silica or used to control silica or any product or action used or taken to protect any person from exposure to silica in any form.

3. This Policy provides no coverage for any fees, costs, or expenses of any nature whatsoever in the investigation or defense of any claim or "suit" arising out of or involving silica, silica particles or dust, or any product containing silica or used to control silica or any product or action used or taken to protect any person from exposure to silica in any form.

For the purpose of this exclusion only, the following terms are defined:

"Abatement costs" means any actual or potential damages, costs, fees, or expenses, including the costs of inspection, removal or replacement.

"Diminution of property" means the diminishing or lessening in value of property.

"Economic loss" means any actual or potential damages, costs, fees, expenses, or lost profits arising out of or involving the manufacture or utilization of a good or product.

"Equitable relief" means any remedy or relief, including restitution or injunctive relief, sought in a court with equitable powers.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOLD, MILDEW AND FUNGUS EXCLUSION

This insurance does not apply to, and we are not obligated to defend any loss, "claim" or "suit" or other proceeding for:

1. Actual or alleged "bodily injury," "property damage" or "personal injury," including death at any time resulting therefrom, caused by the actual, alleged or threatened existence or presence of, exposure to, inhalation of, ingestion of, contact with or absorption of any mold, mildew, "fungus" or decaying substance, or

2. Any loss, cost or expense arising out of the diminution in value, loss of market value, loss of use, monitoring, treatment, neutralizing, removal or abatement of any mold, mildew, "fungus" or decaying substance alleged to be causative or potentially causative of "bodily injury," "property damage" or "personal injury."

"Fungus" includes any mycotoxins, spores, scents or byproducts produced or released by fungi.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE EXCLUSION OF PUNITIVE DAMAGES

It is agreed that this Policy shall not apply to any obligation to pay fines, penalties or exemplary, or punitive damages including treble damages, or any other damages resulting from the multiplication of compensatory damages. If a suit shall have been brought against the Insured for claim insured by this Policy seeking both compensatory and punitive or exemplary damages, then this Company will afford a defense to such action. The Company, however, shall not have an obligation to pay for any costs, interest, or damages attributable to fines, punitive or exemplary damages.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE EXCLUSION – ASBESTOS

This endorsement modifies insurance provided under the following:

APPLICABLE MARINE LIABILITIES COVERAGE PART

This insurance does not apply to "bodily injury," "property damage," "personal injury," "advertising injury," or medical payments arising out of:

1. Asbestos, asbestos fibers or asbestos products or to any obligation of the insured to indemnify another and/or contribute with another because of damages arising out of, or as a result of such "bodily injury," "property damage," "personal injury," "advertising injury," or medical payments;

2. Any supervision, instructions, recommendations, notices, warnings, or advice given or which should have been given in connection with the manufacturing, selling, renting and/or distributing of asbestos, asbestos fibers or asbestos products or products or premises containing asbestos;

3. Removal of asbestos or products containing asbestos including:

   a. Cost of asbestos removal and replacement with other fire retardant materials;

   b. "Property damage" in the course of removing asbestos, asbestos fibers or asbestos products.

4. Any loss, cost or expense arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of asbestos, asbestos fibers, or asbestos products; or

5. Any loss, cost or expense arising out of any claim or "suit" by or on behalf of a governmental authority for damages, because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of asbestos, asbestos fibers, or asbestos products.

In addition, we shall not be obligated to investigate, to pay any claim or judgment or to defend any "suit" for "bodily injury," "property damage," "personal injury," "advertising injury," or medical payments caused by, resulting from or arising out of asbestos, asbestos fibers or asbestos products.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AIMU
U.S. ECONOMIC AND TRADE SANCTIONS CLAUSE

Whenever coverage provided by this Policy would be in violation of any U.S. economic or trade sanctions such as, but not limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), such coverage shall be null and void.

Similarly, any coverage relating to or referred to in any certificates or other evidences of insurance or any claim that would be in violation of U.S. economic or trade sanctions as described above shall also be null and void.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AIMU
CHEMICAL, BIOLOGICAL, BIO-CHEMICAL, AND ELECTROMAGNETIC EXCLUSION CLAUSE

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to or arising from an actual or threatened act involving a chemical, biological, bio-chemical or electromagnetic weapon, device, agent or material when used in an intentionally hostile manner.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AIMU
EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE
WITH U.S.A. ENDORSEMENT
(March 1, 2003)

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

1. In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

1.1 ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;

1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;

1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;

1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE
(U.S.A. ENDORSEMENT)

This insurance is subject to the Extended Radioactive Contamination Exclusion Clause (March 1, 2003) provided that:

if fire is an insured peril

and

where the subject matter insured or, in the case of a reinsurance, the subject matter insured by the original insurance, is within the U.S.A., its islands, onshore territories or possessions

and

a fire arises directly or indirectly from one or more of the causes detailed in Sub-Clauses **1.1**, **1.2**, and **1.4** of the Extended Radioactive Contamination Exclusion Clause (March 1, 2003) any loss or damage arising directly from that fire shall, subject to the provisions of this insurance, be covered, EXCLUDING, however, any loss damage liability or expense caused by nuclear reaction, nuclear radiation, or radioactive contamination arising directly or indirectly from that fire.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF VESSELS

Tag #	Description	Serial #	Insured Value	Deductible
E00173500	BOAT	N/A	$5,000.00	$500
E00174800	MOTOR F/BOAT	R08611195	$2,000.00	$200
E00175000	MOTOR F/BOAT	G03319564	$2,000.00	$200
E00175400	BOAT	N/A	$2,000.00	$200
E00179800	BOAT	N/A	$1,876.00	$188
E00179900	BOAT ENGINE	G03623094	$1,710.00	$171
E00190300	MOTOR F/BOAT	G03503861	$1,500.00	$150
E00190500	MOTOR F/BOAT	G03188697	$1,500.00	$150
E00190600	MOTOR F/BOAT	G03188697	$2,500.00	$250
E00196600	BOAT 14FT.	N/A	$1,896.92	$190
E00196700	MOTOR F/BOAT	G03536442	$1,890.00	$189
E00208300	BOAT 12FT.	NOR40671D494	$1,150.00	$115
E00208400	BOAT 12FT.	NOR40674D494	$1,150.00	$115
E00209000	MOTOR F/BOAT	G03645330	$1,635.00	$164
E00209500	MOTOR F/BOAT	G03639161	$1,635.00	$164
E00209600	MOTOR F/BOAT	G03645344	$1,635.00	$164
E00228000	MOTOR F/BOAT	OD561764	$500.00	$50
E00307500	BOAT	N/A	$540.00	$54
E00461300	1650VJ Boat	JBC22494FS596	$1,896.00	$190
E00461400	Evinrude E15RLEO Boat Motor	G03976238	$1,886.00	$189
E00837700	CANOE	XTC55978A494	$500.00	$50
E00840700	MOTOR F/BOAT	G03913994	$1,735.00	$174
E00840800	MOTOR F/BOAT	G03904366	$1,735.00	$174
E00849700	BOAT	AWLC0334C595	$1,192.10	$119
E00849800	BOAT	AWLC0336C595	$1,192.10	$119
E00915000	MOTOR F/BOAT	0G136003	$1,750.00	$175
E01027200	BOAT	LB081405D696	$10,778.50	$1,078
E01040800	BOAT	BWC8508EJ495	$43,073.00	$4,307
E01094200	MOTOR F/BOAT	OG524333	$1,870.00	$187
E01095000	MOTOR F/BOAT	STR23992I798	$1,235.00	$124
E01095100	MOTOR F/BOAT	OH010924	$1,722.00	$172
E01883300	BOAT MOTOR	BHLJ1005025	$2,601.00	$260
E02190400	BOAT MOTOR	OR156609	$1,776.00	$178
ED1160000	MOTOR F/BOAT	25302AE009	$1,500.00	$150
ED1160100	BOAT	N/A	$312.00	$31
ED1262900	BOAT	N/REPORTED	$626.00	$63
ED1263100	MOTOR, BOAT Mercury 9.8HP Boat Motor	MI.D.#02350	$519.00	$52
ED1280500	BOAT	31714	$626.00	$63
ED1280900	MOTOR, BOAT EVINRUDE MOTOR F/BOAT	302AE009188	$650.00	$65
ED1792100	MOTOR F/BOAT	N/A	$725.00	$73
ED1849000	MOTOR F/BOAT	R08582477	$1,500.00	$150
EI0976100	BOAT /GBG	N/A	$60,000.00	$6,000
EPA024881	MOTOR, BOAT Yamaha F70LA Boat Motor	1015599	$8,080.00	$808
EPA024882	MOTOR, BOAT Yamaha F70LA Boat Motor	1015598	$8,080.00	$808
EPA025149	MOTOR, BOAT Honda 20HP Boat Motor	BAMJ-1600495NT	$3,495.00	$350
	244FC Model 2015 GTI SE	YDV24056B515	$9,999.00	$100
	244FC Model 2015 GTI SE	YDV24057B515	$9,999.00	$100
	244FC Model 2015 GTI SE	YDV26500C515	$9,999.00	$100
	244FC Model 2015 GTI SE	YDV26503C515	$9,999.00	$100

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL CONDITIONS

NAMED ASSUREDS
This policy hereby insures State of Ohio - Environmental Protection Agency, the State of Ohio – Department of Natural Resources, and/or Associated, Affiliated, Subsidiary, Operating or Inter-related Companies and/or for whom they may have instructions to insure and/or the Named Assureds as per an attached schedule(s) and/or additional Named Assureds as hereinafter provided, hereinafter singly or collectively referred to as the Assured, as their interest may appear.

For the account of themselves, but subject to the provisions of this policy with respect to the inclusion of other interest hereunder, change of ownership or requisition of the Insured Vessels.

NAVIGATION WARRANTY
It is warranted that the vessels hereby insured shall be, during the duration of this policy, confined to the use of and navigation of the following waters: Inland Waters and Tributaries of the State of Ohio

PRIVILEGE TO NAME ADDITIONAL ASSUREDS
It is understood and agreed that, where required by contract, agreement or otherwise, the Assured is granted privilege to include hereunder other parties as Additional Assureds. The Assured warrants to report as soon as practicable such Additional Assureds. However, loss, if any shall be payable as provided elsewhere in this policy.

RELEASE AGREEMENTS / WAIVERS OF SUBROGATION
It is hereby understood and agreed that, where required in the ordinary course of business, the Assured is granted privilege to assume liabilities, to grant released from liability and to waiver this Company's rights of subrogation hereunder.

The Assured agrees to report promptly such agreements, and pay additional premium to be agreed, if any.

VESSEL REPAIR ALTERATION, ETC.
It is further agreed that this policy shall cover, to the extent not otherwise provided for herein, in accordance with the terms and conditions of the American Institute Builder's Risk Form February 8, 1979, subject to policy terms of average each loss, during such time any vessel insured hereunder is in the care or custody of a recognized Shipyard in connections with work being performed by the Shipyard.

The term, ‘Shipyard’, as used in this clause shall include the Assureds own facilities. It is understood and agreed however, that should the Assured agree with the Shipyard that the Shipyard is to carry Builder's Risk (Repair) Insurance for account of Assured, then this insurance shall not apply to the extent that any recovery is available under such Builder's Risk (Repair) Insurance provided always that the claim is otherwise covered by this policy.

DEDUCTIBLE
The sum equal to 10% of the insured value but not less than $100 shall be deducted from the total amount of any or all claims (including claims for sue and labor, collision liability, general average and salvage charges) resulting from any one accident. This deduction does not apply to claims for total or constructive total loss. For the purpose of this clause each accident shall be treated separately, but it is agreed that a sequence of damages arising from the same accident shall be treated as due to that accident.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

Joan M. Stephenson
Corporate Secretary

M J Stone
President & COO