

# COMMERCIAL REINSURANCE CERTIFICATE

This Certificate is an accompanying document to the Policy Wording and must be read as one document. This document details the contract terms entered into by the insurer(s). For further details of your insurance cover please refer to the Additional Warranties, Terms, Clauses and Conditions section of this Certificate.

| POLICY DETAILS   |   |
|--|---|
| <b>Policy Number:</b>  | AURA20SANDS-1/1001  |
| <b>Reinsured</b>   | Royalstar Assurance Ltd, John F Kennedy Drive, PO Box N 4391, Nassau, Bahamas   |
| <b>Original Insured:</b>   | The Sands Limited/ The Sands Resort Limited. The Proprietors Strata Plan No. 25, Safeguard Properties Limited, Oceanside Marketing Limited/ Owners of Individual Condominium Apartments |
| <b>Risk Location Address:</b>                                    | <b>Original Insured Mailing Address:</b>  |
| Grace Bay, Providenciales, Turks and Caicos                      | Grace Bay, Providenciales, Turks and Caicos   |
| <b>Broker:</b>   | McGill and Partners   |
| <b>Inception:</b>  | 31 <sup>st</sup> January 2020   |
| <b>Expiry:</b>   | 31 <sup>st</sup> January 2021   |
| Both Days at 12.00am Local Standard Time of the Property Insured |   |

| VALUES   |   |                      |
|--|---|----------------------|
| Currency   | USD   | Sum Reinsured        |
| Buildings  |   | \$ 34,959,000        |
| External Works & Hardscaping   |   | \$ 2,896,000         |
| Contents   |   | Nil                  |
| Business Interruption/Loss of Rent   |   | Nil Indemnity Period |
| Stock  |   | Nil                  |
| Professional Fees, Demolition and Debris Removal                             |   | \$ 1,518,000         |
| Machinery, Plant and Equipment   |   | Nil                  |
| <b>Total Sum Reinsured</b>   |   | <b>\$ 39,373,000</b> |
| <b>See Attached Schedule of Values For Further Breakdown (If Applicable)</b> |   |                      |
| <b>Limit(s)</b>  | <p>The First \$15,000,000 any one loss occurrence in respect Building 1, Building 2, Building 3, Building 4, Building 5 &amp; Building 6 (Combined)</p> <p>Full Value 100% in respect of All Other Values/Items</p> |                      |

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| ORIGINAL DEDUCTIBLES                     |          |   |
|--|----------|---|
| Peril                                    | Amount   | Basis   |
| Windstorm, Hurricane, Earthquake & Flood | 3%       | of the Total Sum Insured Per Item Number Total (See Schedule of Values) any one loss occurrence |
| All Other Perils                         | \$ 2,500 | any one loss occurrence   |

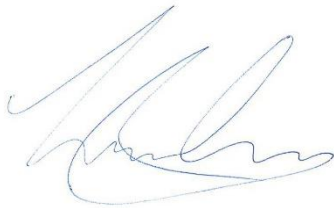
| PREMIUM        |                              |
|----------------|------------------------------|
| Order:         | 100% For Limit               |
| Premium:       | \$ 323,601.11 Annual (100%)  |
| Payment Terms: | PPW - 90 Days From Inception |

| Insuring Agreement Wording                                   | AURA Commercial Wording 202   |
|--|---|
| <b>Additional Warranties, Terms, Clauses and Conditions:</b> | In consideration of the premium charged, and subject to the terms and conditions of this Contract as set out in this contract and its attachments and/or endorsements applicable thereto, this Contract reinsures the Reinsured's interest in those payments made within the terms and conditions of the Original Policy Number TBC (or renewal or replacement thereof excluding Premium and Sum Reinsured, all ex gratia and without prejudice settlements) exceeding the Excess amount as set out in this contract up to the SUM REINSURED/ LIMITS OF INDEMNITY amount shown above. |
|  | Furthermore the terms and conditions of this Reinsurance Contract override any conditions contained in Certificates issued by Reinsurers unless specifically otherwise agreed.  |
|  | Reinsurers hereon agree that, if so requested, claim(s) payments hereon shall take place at the same time as settlement or advance of funds under the original policy.  |
|  | Reinsurers agree to waive advice of Reinsured's retention.  |
|  | Values Declared (And Incorrect Declaration Penalty) Condition as attached.  |
|  | <b>Pre-Existing Damage Endorsement as attached.</b><br>Premium Payment Warranty – 90 Days<br>LMA 5401 Property Cyber And Data Exclusion   |
|  | LMA 5073 - Claims Control Clause.<br>LMA 5170 – Insolvency Clause (Reinsurance)<br>LMA 5022 – Law & Jurisdiction<br>Summons, Notice or Process:<br>It is agreed that any summons, notice or process to be served upon the Underwriters for the purpose of instituting any legal proceedings against them in connection with this insurance may be served upon the person or persons named In the Certificate who have authority to accept service on their behalf.  |
| <b>Overseas Law &amp; Jurisdiction:</b>                      | Turks and Caicos  |
| <b>US Classification:</b>                                    | Non-regulated – Non US risk   |
| <b>Nominee:</b>  | Royalstar Assurance Ltd, John F Kennedy Drive, PO Box N 4391, Nassau, Bahamas   |

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|                    |  |                       |                             |               |
|--------------------|--|-----------------------|-----------------------------|---------------|
| <b>Loss Payee:</b> | <b>Unit</b>  | <b>Unit Owner</b>     | <b>Loss Payee</b>           | <b>Values</b> |
|                    | 5105   | Martin & Lisa Stearns | Scotiabank (Turks & Caicos) | USD 40,000    |
| <b>Security:</b>   | Aura Underwriting issues this reinsurance Certificate which is provided by Certain Underwriters at Lloyd's, London in accordance with the authorisation granted under Binding Authority Agreement no. B1311DIGAURA2020 and B1311DIGCHUBB2020 |                       |                             |               |

Signed:



Date: 14<sup>th</sup> February 2020

.....  
 Thomas Green – Director  
 For and on behalf of Participating Underwriters / Insurers

**DISCLOSURE OF MATERIAL FACTS- Please note that it is your duty to disclose all material facts to Underwriters prior to inception of the policy, and to keep them advised of any changes to such facts or any new facts throughout the currency of the policy, and upon renewal of the policy. Underwriters reserve the right to cancel this policy from inception without notice in the event of misrepresentation or non-disclosure of any material fact. A material fact is a fact which may influence an Underwriter's judgment in their assessment of a risk. If you are in any doubt as to whether a fact is material we recommend that it be disclosed.**

## Several Liability Notice

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

LMA5097  
 7 March 2008

# COMMERCIAL REINSURANCE CERTIFICATE

## Pre Existing Damage Exclusion

This insurance excludes loss, damage, cost or expense of whatever nature arising from or as a result of damage caused directly or indirectly by an occurrence that pre-dated the binding of this Policy. If the underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance, the burden of proving the contrary shall be on the insured.

## Law & Jurisdiction

This Insurance shall be governed by the laws of Turks and Caicos and subject to the exclusive jurisdiction of the courts of Turks and Caicos.

LMA5022  
14/09/2005

## Insolvency Clause (Reinsurance)

IN THE EVENT of the insolvency of the reinsured Company, this reinsurance shall be payable directly to the Company, or to its Statutory Successor (being its liquidator, receiver, conservator or other statutory successor) as instructed by the Statutory Successor on the basis of the liability of the Company without diminution because of the insolvency of the Company or because the Statutory Successor of the Company has failed to pay all or a portion of any claim. It is agreed, however, that the Statutory Successor of the Company shall give written notice to the Underwriters of the pendency of a claim against the Company indicating the policy or bond reinsured which claim would involve a possible liability on the part of the Underwriters within a reasonable time after such claim is filed in the conservation or liquidation proceeding or in the receivership, and that during the pendency of such claim, the Underwriters may investigate such claim and interpose, at their own expense, in the proceeding where such claim is to be adjudicated any defence or defences that they may deem available to the Company or its Statutory Successor. The expense thus incurred by the Underwriters shall be chargeable, subject to the approval of the court, against the Company as part of the expense of conservation or liquidation to the extent of a pro rata share of the benefit which may accrue to the Company solely as a result of the defence undertaken by the Underwriters.

LMA 5170  
16 March 2011

# COMMERCIAL REINSURANCE CERTIFICATE

## Claims Control Clause

Notwithstanding anything contained in the Reinsurance Agreement and/or the Policy wording to the contrary, it is a condition precedent to any liability under this Policy that:-

- a) The Reinsured shall, upon knowledge of any circumstances which may give rise to a claim against this Policy, advise the Reinsurers thereof by e-mail, facsimile or in writing immediately and in any event within 30 days.
- b) The Reinsured shall furnish the Reinsurers with all information respecting any claim or claims notified in accordance with a) above and shall thereafter keep the Reinsurers fully informed as regards all developments relating thereto as soon as reasonably practicable.
- c) The Reinsurers shall have the right to appoint adjusters and/or representatives on their behalf to control all negotiations, adjustments and settlements in connection with such claim or claims.
- d) No settlement and/or compromise shall be made and no liability admitted without the prior written approval of the Reinsurers.

LMA5073

29 June 2007

## Loss Payee Schedule

CIBC First Caribbean International Bank, P.O. Box 236, Leeward Highway, Providenciales, Turks and Caicos Islands, in respect of the following:

### The Palms Holdings Ltd

1. 60804/122: Tennis Court
2. 60804/123: Spa
3. 60804/124: Hotel Lobby, Retail Shops, Restaurant, Bar, Ballroom, Conference Facility.
4. 60804/125/K79: Offices/Stock Room
5. 60804/125/K91: Kid's Club
6. 60804/125/K96 Storage
7. 60804/125/K99: F&B Office And Storage
8. 60804/125/K103: Staff Cafeteria
9. 60804/125/K108 HR Office
10. 60804/125/K118: Garage
11. 60804/125/K119: Plunge (Pool Restaurant)
12. 60804/125/K84: Hospitality Room/General Manager's Office

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## Values Declared (And Incorrect Declaration Penalty) Condition

The premium for this policy has been based on a statement of values declared to and agreed by underwriters at the inception of this insurance and stated in the Certificate ("the Declared Values").

If the Declared Values are less than 85% of the full replacement value immediately before the loss ("the Correct Values") then any recovery under this policy will be limited to a percentage of the full claim, that percentage being the same as the proportion of the Declared Values to the Correct Values, so if the Declared Values are 70% of the Correct Values then only 70% of the claim will be payable.

### Example 1

Declared Value: \$600,000  
Correct Value: \$1,000,000  
Proportion of Declared Value to Correct Value: 60%

Full claim amount before deductible applied: \$250,000  
Payable claim amount before deductible applied: \$150,000

Only 60% of the claim is payable because the Declared Values are 60% of the Correct Values.

### Example 2

Declared Value: \$900,000  
Correct Value: \$1,000,000  
Proportion of Declared Value to Correct Value: 90%

Full claim amount before deductible applied: \$250,000  
Payable claim amount before deductible applied: \$250,000

Full claim is payable because the Declared Values are more than 85% of the Correct Values.

# COMMERCIAL REINSURANCE CERTIFICATE

## Property Cyber And Data Exclusion

- 1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
  - 1.1 Cyber Loss;
  - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 3 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

### **Definitions**

- 4 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- 5 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- 6 Cyber Incident means:
  - 6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
  - 6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- 7 Computer System means:
  - 7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,owned or operated by the Insured or any other party.
- 8 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

LMA5401  
11 November 2019

# COMMERCIAL REINSURANCE CERTIFICATE

## Schedule of Values

| Item Number    | Item  | Value                |
|----------------|---|----------------------|
| 1              | Building 1                                      | \$ 3,586,000         |
| 2              | Building 2                                      | \$ 3,878,000         |
| 3              | Building 3                                      | \$ 13,713,000        |
| 4              | Building 4                                      | \$ 6,041,000         |
| 5              | Building 5                                      | \$ 3,891,000         |
| 6              | Building 6                                      | \$ 3,850,000         |
|                | <b>All other items:</b>                         |                      |
| 7              | Demolition & Debris Removal (Buildings)         | \$ 1,202,000         |
| 7              | Planning & Building Regulation Fees (Buildings) | \$ 181,000           |
| 7              | Pools and Hot Tub                               | \$ 1,044,000         |
| 7              | Tennis Court                                    | \$ 112,000           |
| 7              | Hardscaping / Site Services                     | \$ 1,740,000         |
| 7              | Demolition & Debris Removal (External)          | \$ 101,000           |
| 7              | Planning & Building Regulation fees (External)  | \$ 34,000            |
| <b>Total 7</b> |   | <b>\$ 4,414,000</b>  |
|                | <b>Total Values</b>                             | <b>\$ 39,373,000</b> |

## Security

### 75% - Binder UMR B1311DIGAURA2020

|          |               |
|----------|---------------|
| QBE 1886 | 25.00%        |
| PBS 1492 | 20.00%        |
| HIS 0033 | 10.00%        |
| CNP 4444 | 6.00%         |
| AUW 609  | 2.00%         |
| RNR 1458 | 12.00%        |
|          | <b>75.00%</b> |

### 25% - Binder UMR B1311DIGCHUBB2020

|            |                |
|------------|----------------|
| CHUBB 2488 | 25.00%         |
|            | <b>25.00%</b>  |
|            | <b>100.00%</b> |