
1. RISK DETAILS

UNIQUE MARKET REFERENCE: B1311AURA0190020

ATTACHING TO LINESLIP REFERENCE: B1311QBEA00100319

TYPE: General Liability Insurance

REINSURED: Royalstar Assurance Ltd, John F Kennedy Drive, PO Box N 4391, Nassau, Bahamas

ORIGINAL INSURED: The Palms Holdings Limited. The Palms Resort Limited, The Proprietors of Strata Plan No. 50 (Stata Association) Tipperary T&C Management formerly known as Regent T&C Management Limited, Millennium Estates Limited, Village lot No.24 Limited and the owners of Individual Condominium Apartments for their respective rights and interests.

ADDRESS: Grace Bay, Providenciales, Turks and Caicos Islands

PERIOD:
 From: 31st January 2020
 To: 31st January 2021
 Both days at 12.01am Local Standard time at the location of the property Insured.

INTEREST: Public Liability, Pollution Liability, Products Liability & Employers Liability

SECTION A - PUBLIC LIABILITY LIMIT: USD 20,000,000 EXCESS OF USD 5,000,000

SECTION B - POLLUTION LIABILITY LIMIT: USD 20,000,000 EXCESS OF USD 5,000,000

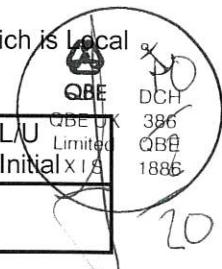
SECTION C - PRODUCTS LIABILITY LIMIT: USD 20,000,000 EXCESS OF USD 5,000,000

SECTION D - EMPLOYERS LIABILITY LIMIT: Nil

ORIGINAL POLICY DEDUCTIBLES (ANY ONE LOSS OCCURRENCE): USD 5,000 in respect of claims brought under local jurisdiction, USD 10,000 in respect of claims brought under worldwide jurisdiction excluding USA and Canada, USD 25,000 in respect of claims brought in the USA and Canada

POLICY JURISDICTION: Worldwide Jurisdiction Other than Pollution Liability which is Local Jurisdiction Only.

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CONDITIONS:

AURA General Liability Wording 2019

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 Contracts issued by Reinsurers unless specifically otherwise agreed.

Reinsurers agree to waive advice of Reinsured's retention.

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.

Excluding Liability arising from any of the following:

Horseback riding (including polo) and Equestrian activities
Ownership or operation of golf clubs or courses
Bungee Jumping
Tours and excursions provided by the insured
SCUBA Diving
Motorised water sports

Excluding first party property damage and first party bodily injury (Section A & C only).

Excluding failure to supply as attached.

Contractors and/or sub-contractors inclusion as attached.

Additional Extensions as attached.

Worldwide Jurisdiction Endorsement as attached

Page 5, Item "3" (Cross Liabilities) is deleted from this policy here on.

Coverage is for common areas only and does not include the condominium units themselves or their contents.

CYBER EXCLUSION (TOTAL) as attached.

LMA 5073 - Claims Control Clause.

LMA 5170 – Insolvency Clause (Reinsurance)

LMA 5022 – Law & Jurisdiction

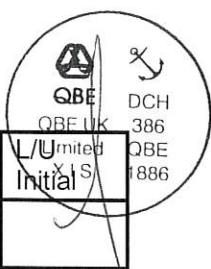
Summons, Notice or Process:

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.

**LOCAL LAW &
JURISDICTION:**

Turks and Caicos Islands

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PREMIUM: USD 30,000 (100% Annual)

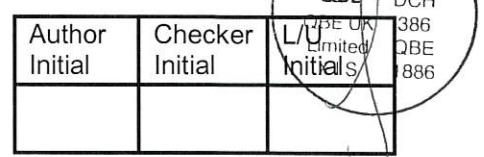
PREMIUM PAYMENT TERMS: 90 Days From Inception

TAXES PAYABLE BY THE (RE)INSURED AND ADMINISTERED BY (RE)INSURERS: None

TAXES PAYABLE BY (RE)INSURERS AND ADMINISTERED BY (RE)INSURED OR THEIR AGENT: None

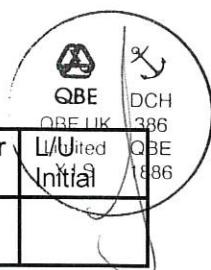
RECORDING, TRANSMITTING & STORING INFORMATION: Where Direct Insurance Group Plc maintain risk and claims data/ information / documents, Direct Insurance Group Plc may hold claims data/ information / documents electronically.

(RE)INSURER CONTRACT DOCUMENTATION: This document details the contract terms entered into with (re)insurer(s) and constitutes the contract documentation. The contract change document(s) signed by insurers shall form the evidence of the changes agreed.



2. Information**5 Building Condominium****72 Units****Turnover: USD 32,629,705****Payroll: USD 8,250,122****Staff Numbers: 320****Claims Last 5 Years: Nil other than robbery incident 2018 (USD 300,000 Reserve)**

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3. CONDITIONS AND ENDORSEMENTS

Worldwide Jurisdiction Including USA and Canada Endorsement #USA0001

This Endorsement modifies the Policy only to the extent stated below. All other terms and conditions of this Policy remain unaltered.

Subject to coverage being afforded under Sections A & C and to all conditions, exclusions and other provisions of this policy, we agree to indemnify you in respect of any judgement, award or settlement made anywhere in the world (or to any order made anywhere in the world to enforce judgment, award of settlement either in whole or in part) provided that such indemnity shall be subject to the terms, conditions and exclusions herein and subject to the following additional terms, conditions and exclusions:

A. Our liability under this policy in respect of all damages payable together with:

1. Defense costs, fees and expenses recoverable by any claimant from you;
2. Defense costs, fees and expenses incurred by us or by you with our written consent;
3. The lawyers' fees incurred with our written consent for representation at any Coroner's Inquest or Fatal Accident inquiry or for defending any proceedings in any Court of Summary Jurisdiction;

Shall not exceed the Limits of Insurance specified in the Liability Declarations.

B. We shall not be liable for:

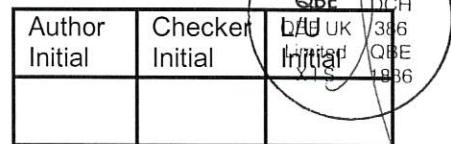
1. "Personal Injury", "Bodily Injury" or "Property Damage" or financial loss directly or indirectly arising out of the actual, alleged or threatened discharge, dispersal, release or escape of "pollutants":
 - i. At or from premises owned, rented or occupied by you;
 - ii. At or from any site or location used by or for you or others for the handling, storage, disposal, processing or treatment of waste;
 - iii. Which are at any time transported, handled, stored, treated, disposed, of or processed as waste by or for you or any person or organization for whom you may be legally responsible;
 - iv. At or from any site or location on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations;
 - a. If the "Pollutants" are brought on or to the site or location in connection with such operations;

Or

- b. If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the "Pollutants";

v. From any "Product".

2. To any loss, cost or expense arising out of any government direction or request that the "Insured" test for, monitor, clean up, remove, contain, treat, detoxify or neutralize "Pollutants".
3. Fines, penalties, punitive or exemplary damages;
4. The ownership, operations or management of resorts, hotels or similar lodging facilities and marinas located in the USA or Canada.



Contractors and Sub-Contractors Inclusion

Liability arising out of or in connection with contractors and/or sub-contractors, other than claims made against the Insured arising out of the negligence of such contractors and/or sub-contractors and concessionaires is included under this policy but in excess of the applicable Contractors and/or sub-contractors own insurance policy or USD 250,000 any one occurrence whichever the greater.

Failure and/or Variation in Supply

Liability for any claims arising out of the failure to or fluctuation or variation in the supply of any goods or services is excluded under this policy.

Vicarious Liability for operations of a concessionaire in Spa and/or restaurant:

The coverage afforded by the Policy shall extend to the Insured's liability that may attach by virtue of the operation of the spa and/or restaurant

This extension shall not apply to the liability of any such concessionaire

Legionella Extension (Claims Made)

This Certificate shall extend to indemnify the Insured for an sums (including claimants' costs and expenses) which the Insured becomes legally liable to pay as damages in respect of any

claim or claims resulting from legionella causing Injury and/or Damage occurring on or after the Retroactive Date for which a claim is first made against the Insured during the Period of Insurance in connection with the Business.

Exclusions:

The Insurers will not provide an indemnity in respect of claims:

- 1) for which an indemnity is provided under any other Section of this Policy
- 2) which arise out of any circumstances notified to previous insurers or known to the Insured at the inception of this Policy. 3) for Injury sustained by an employee and arising out of their employment or engagement by the Insured in the Business

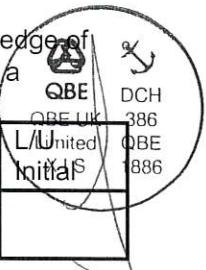
Retroactive Date: 1st February 2011

Section A. Contingent/Excess Motor Liability

Notwithstanding anything to the contrary herein, this Certificate extends to cover liability for Bodily Injury and/or Damage arising out of the use of:

- (a) Motor Vehicles owned, leased or rented by the Insured (other than vehicles owned, leased or rented by the Insured and registered in the United States of America, its territories, possessions; Puerto Rico or Canada) for which compulsory insurance is required by law. Indemnity shall apply in respect of any sum in excess of such statutory limit of indemnity or, if greater, standard market coverage and limits of liability;
- (b) any Motor Vehicle not the property of or provided by the Insured whilst being used in connection with the Business provided the Underwriters shall not be liable for:
- (c) Injury or Damage arising while such vehicle is being driven by any person who to the knowledge of the Insured does not hold a license to drive or is disqualified from holding or obtaining such a license;

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(d) Damage to the vehicle or its contents unless the contents are property of a third party for which the Insured is responsible

provided that this Certificate shall only provide cover excess of any other valid and collectable insurance or the Excess specified herein, whichever is greater.

Section A. Medical expenses

Notwithstanding anything contained herein to the contrary, this Policy extends to cover liability for the medical expenses as described below for Injury caused by an accident:

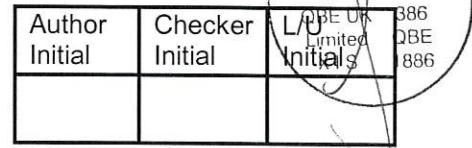
- 4.1 on any premises owned or rented by the Insured
- 4.2 on ways next to premises owned or rented by the Insured
- 4.3 arising in connection with the Business

provided always that:

- 1. the accident takes place within the Geographical Limits stated in the Schedule and during the Period of Insurance;
- 4.5 the Insured reasonably believe that the accident for which medical expenses are paid could give rise to a claim under this Policy;
- 4.6 the expenses are incurred and reported to Underwriters within three months of the date of the accident;
- 4.7 the injured person submits to examination at Underwriters' expense, by physicians chosen by Underwriters, as often as Underwriters reasonably require;

Underwriters will make these payments regardless of fault, subject always to the following terms and conditions:

- 4.8 such medical expenses shall be those reasonable expenses for:
 - 4.8.1 first aid at the time of an accident;
 - 4.8.2 necessary medical, surgical, x-ray and dental services, including prosthetic devices;
 - 4.8.3 necessary ambulance, hospital, professional nursing and funeral Services;
- 4.9 Underwriters' liability in respect of such medical expenses shall not exceed the sum of USD 5,000 in respect of anyone occurrence or series of occurrences arising from one originating cause and the sum of USD 50,000 in all for all occurrences during the Period of Insurance;
- 4.10 The Excess shall be amended to UDS 500;
- 4.11 Underwriters will not pay medical expenses for Injury:
 - 4.11.1 to any party or person indemnified by this Policy;
 - 4.11.2 to any person hired to do work on the Insured's behalf;
 - 4.11.3 to any person injured on that part of premises owned or rented by the Insured that such person normally occupies;



4.11.4 to any person, whether or not an employee of the Insured, if benefits for such Injury

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

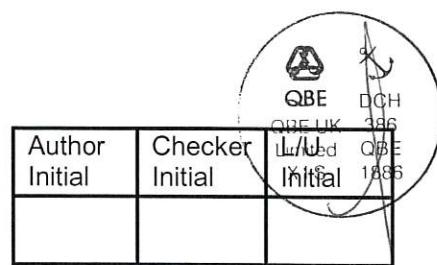
Claims Control Clause

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



CYBER EXCLUSION (TOTAL)
(for attachment to International Liability forms)

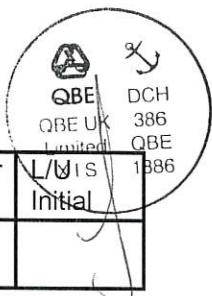
1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, this Policy excludes any Cyber Loss.
2. If the Underwriters allege that by reason of this exclusion any Cyber Loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

Definitions

For the purposes of this Exclusion:

1. "Cyber Loss" means all actual or alleged Injury or Damage or any other injury or damage of any kind, or any loss, liability, compensation, or statutory fine or penalty or any other cost or expense whatsoever, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Incident.
2. "Cyber Incident" means:
 - 2.1 an unauthorised or malicious act or series of related unauthorised or malicious acts, regardless of time and place, or the threat or hoax thereof; and/or
 - 2.2 a failure to act, any error or omission or accident or series of related failures to act, errors or omissions or accidents; and/or
 - 2.3 a breach of duty, statutory duty or regulatory duty or trust or series of related breaches of duty, statutory duty or regulatory duty or trust;
 involving access to, processing of, use of or operation of any Computer System or any data by any person or group(s) of persons.
3. "Computer System" means any computer, hardware, software, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or data storage device, networking equipment or back up facility.

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4. SECURITY DETAILS

**(RE)INSURER'S
LIABILITY:**

LMA 3333 - (RE)INSURER'S LIABILITY CLAUSE

(Re)insurer's liability several not joint

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

The proportion of liability under this contract underwritten by a (re)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 next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)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 (re)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.

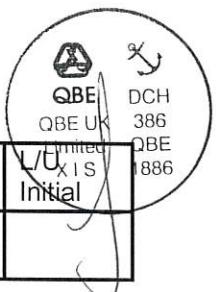
Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)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 next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)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). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

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.

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ORDER HEREON: 100% of 100%

BASIS OF WRITTEN LINES: Percentage of Whole.
Lines Clause NMA 2419, if applicable.

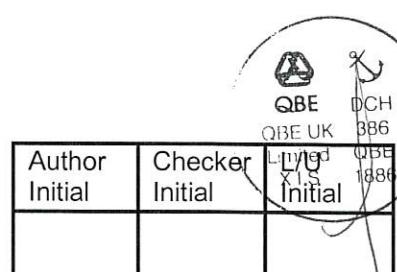
SIGNING PROVISIONS: Proportionate Signing:
In the event that the written lines hereon exceed 100% of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the (re)insurers,

However:

- a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;
- b) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the (re)insured and all (re)insurers whose lines are to be varied. The variation to the contracts will take effect only when all such (re)insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.

Disproportionate Signings:

The (re)insured may elect for the disproportionate signing of (re)insurer's lines, without further specific agreement of (re)insurers, provided that any such variation is made prior to the commencement date of the period of insurance, and that lines written "to stand" may not be varied without the documented agreement of those (re)insurers; the signed lines resulting from the application of the above provision can be varied, before or after the commencement date of the period of (re)insurance, by the documented agreement of the (re)insured and all (re)insurers whose lines are to be varied. The variation to the contracts will take effect only when all such (re)insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.



5. SUBSCRIPTION AGREEMENT
(Applying to the contract but not forming part of the client's contract documentation)

SLIP LEADER: QBE 1886 & DCH 386 & Everest 2786

BASIS OF AGREEMENT TO CONTRACT CHANGES: General Underwriting Agreement (October 2001) with Non-Marine Schedule – October 2001.
When details of agreed endorsements are required to be provided to following (re)insurers, email will be used by the broker.
Where there is a requirement for any wording to be agreed this is to be agreed Slip Leader only.
(Re)Insurers hereon agree to contribute to survey, valuation fees and any translation costs as incurred, to be agreed by (re)insurers.
Extensions to Premium Payment Condition to be agreed by Slip Leader only.

OTHER AGREEMENT PARTIES FOR CONTRACT CHANGES, FOR PART 2 GUA CHANGES ONLY: Where no other parties for contract changes are so identified, the Slip Leader only to agree Part 2 changes.

AGREEMENT PARTIES FOR CONTRACT CHANGES, FOR THEIR PROPORTION ONLY: None

BASIS OF CLAIMS AGREEMENT: Claims to be managed in accordance with:
 i) The Lloyd's Claims Scheme (Combined), or as amended or any successor thereto.
 ii) IUA claims agreement practices.
 iii) The practices of any company(ies) electing to agree claims in respect of their own participation.

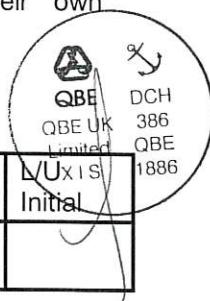
CLAIMS AGREEMENT PARTIES: i) For Lloyd's syndicates

The leading Lloyd's syndicate and, where required by the applicable Lloyd's Claims Scheme, the second Lloyd's syndicate and/or the Scheme Service Provider.

The second Lloyd's Syndicate is:

- ii) Those companies acting in accordance with the IUA claims agreement practices, excepting those that may have opted out via iii below.
- iii) Those companies that have specifically elected to agree claims in respect of their own participation.
- iv) All other subscribing insurers that are not party to the Lloyd's/ IUA claims agreement practices, each in respect of their own participation.

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**CLAIMS
ADMINISTRATION:**

Direct Insurance Group Plc and (re)insurers agree that any claims hereunder (including any claims related costs/fees) that are in scope and supported by Electronic Claims File (ECF) will be notified and administered via the Electronic Claims File (ECF) system with any payment(s) processed via CLASS, unless both parties agree to do otherwise.

E-mail to be used by Broker to (re)insurers for distribution of claim file information in support of CLASS entry.

**RULES AND EXTENT
OF ANY OTHER
DELEGATED CLAIMS
AUTHORITY:**

**EXPERT(S) FEES
COLLECTION:**

Broker to collect all fees.

**SETTLEMENT DUE
DATE:**

1st May 2020

**BUREAUX
ARRANGEMENTS:**

Direct Insurance Group Plc to present de-linked signings to Xchanging Ins-Sure Services Ltd. (XIS) where possible.

If premium is payable by instalments, the first instalment is payable as original premium, the second and subsequent instalments are to be taken down as additional premiums.

(Re)Insurers agree that Direct Insurance Group Plc may release de-linked premiums for this contract into settlement at different times.

Re(Insurers) authorise XIS and/or Xchanging Claims Services Limited (XCS) to take down additional premiums, return premiums, cancellation, non-premium endorsements and claims on photo-copies of the slip(s), signing slip(s) or full original or copy policy as presented by Direct Insurance Group Plc.

Agreed that if the Premium Payment Condition is extended, Settlement Due Date is automatically extended to conform.

(Re)Insurers hereon agree accept premium and settle claims in US Dollars/ Euro / Sterling as required, at rate of exchange as printed in the Financial Times on the day of settlement.

If a Premium Payment Condition applies (re)insurers agree to allow Direct Insurance Group Plc 7 working days grace beyond due date to submit premium before the condition is deemed breached.

Premium Processing Clause:

Where the premium is to be paid through Xchanging Ins-Sure Services (XIS), payment to (Re)Insurers will be deemed to occur on the day that a delinked premium is released for settlement by the Appointed Broker or in the case of non-delinked premiums, on the day that the error-free Premium Advice Note (PAN) is submitted to XIS.

Where premiums are to be paid by instalments under the Deferred Account Scheme, and the Appointed Broker does not receive the premium in time to comply with the agreed settlement date for the second or subsequent instalment, the Appointed Broker, if electing to suspend the automatic debiting of the relevant deferred instalment, shall advise the Slip Leader in writing and instruct XIS accordingly. XIS shall then notify (Re)Insurers.

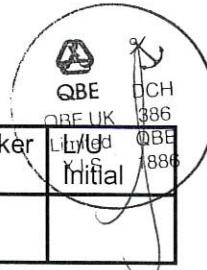
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Payment to any entity within the same group of companies as the Appointed Broker will be deemed to be payment to the Appointed Broker.

Nothing in this clause shall be construed to override the terms of any Premium Payment Warranty or Clause or any Termination or Cancellation provision contained in this contract. Furthermore, any amendment to the Settlement Due Date of a premium instalment as a result of the operation of this Premium Processing Clause shall not amend the date that such instalment is deemed to be due for the purposes of such Premium Payment Warranty or Clause or Termination or Cancellation provision unless (Re)Insurers expressly agree otherwise.

Appointed Broker : Direct Insurance Group Plc

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6. FISCAL AND REGULATORY
(Applying to the contract but not forming part of the client's contract documentation)

TAX PAYABLE BY None
(RE)INSURER(S):

COUNTRY OF ORIGIN: The Bahamas

OVERSEAS BROKER: Excel Insurance Limited, 4 Provo Plaza, Leeward Highway,
Providenciales, Turks and Caicos

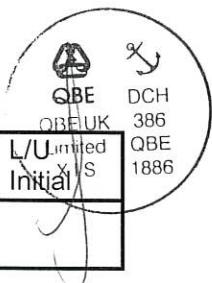
**SURPLUS LINE
BROKER:** Not Applicable

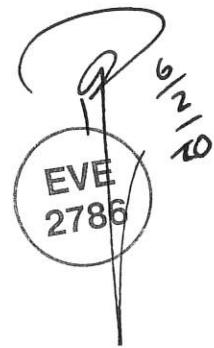
US CLASSIFICATION: Non-regulated – Non US risk

**ALLOCATION OF
PREMIUM TO CODING:** 100% NA

**REGULATORY CLIENT
CLASSIFICATION:** Reinsurance

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		X/S Initial



Signed Lines %	Written Lines %
	<p>386 55% of 50% Master 19IL318665XA </p>
	<p>1866 45% of 50% Master 19IL318666YA </p>
	<p>2786 100% of 50% Master 402042011900 </p>

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