



Amwins Brokerage of the Midwest, LLC
10 S. LaSalle Street
Suite 2000
Chicago, IL 60603

amwins.com

May 3, 2022

Jeremy Diller
Harding-Conley-Drawert-Tinch Insurance Agency
2161 NW Military Highway
Suite 210
San Antonio, TX 78213

RE: City of Richwood

DEDUCTIBLE BUYBACK - WIND QUOTATION

Dear Jeremy:

Please find the attached quotation for City of Richwood. Here is a summary of the terms and conditions:

INSURED: City of Richwood

MAILING ADDRESS: 1800 N. Brazosport Blvd.
Richwood, TX 77531

CARRIER: Certain Underwriters at Lloyd's, London (Non-Admitted)

PROPOSED POLICY PERIOD: From 5/10/2022 to 5/10/2023
12:01 A.M. Standard Time at the Mailing Address shown above

QUOTE EXPIRATION DATE: See attached carrier quote

POLICY PREMIUM:

Premium	\$8,306.91
TRIA	Not Applicable
Fees	\$750.00
Surplus Lines Taxes and Fees	\$446.06
Total	\$9,502.97

MINIMUM EARNED PREMIUM: 100%

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SUBJECTIVITIES: See attached carrier quote

COMMENTS: See attached carrier quote

SURPLUS LINES TAX SUMMARY

HOME STATE: Texas

FEES:

Fee	Taxable	Amount
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CAT Market Modeling Fee	Yes	\$500.00
Amwins Service Fee	Yes	\$250.00
Total Fees		\$750.00

SURPLUS LINES TAX CALCULATION:

State	Description	Taxable Premium	Taxable Fee	Tax Basis	Rate	Tax
Texas	Surplus Lines Tax	\$8,306.91	\$750.00	\$9,056.91	4.850%	\$439.27
	Stamping Fee	\$8,306.91	\$750.00	\$9,056.91	0.075%	\$6.79
Total Surplus Lines Taxes and Fees						\$446.06

Important Notice: Surplus Lines Tax Rates and Regulations are subject to change which could result in an increase or decrease of the total Surplus Lines Taxes and Fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes owed must be promptly remitted.

The attached Quotation from the carrier sets forth the coverage terms and conditions being offered. Please review carefully with your client as terms and conditions may differ from those requested in your submission. It is your responsibility to ensure the quoted coverage terms and conditions are sufficient to meet your client's coverage needs.

If after reviewing you should have any questions or requested changes, please let us know as soon as possible so we can discuss with the carrier prior to the effective date of coverage.

Thank you for the opportunity to provide this Quotation and I look forward to hearing from you.

Sincerely,

Nicole Kmiecik

Technical Assistant | Amwins Brokerage of the Midwest, LLC
T 312.601.9300 | nicole.kmiecik@amwins.com
10 S. LaSalle Street | Suite 2000 | Chicago, IL 60603 | amwins.com

On behalf of,

Tom Ear

Senior Vice President | Amwins Brokerage of the Midwest, LLC
T 312.601.9303 | F 312.601.9301 | tom.ear@amwins.com
10 S. LaSalle Street | Suite 2000 | Chicago, IL 60603 | amwins.com

In California: Amwins Brokerage of the Midwest Insurance Services, LLC | License 0F56578

SURPLUS LINES DISCLOSURE

Texas

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462 Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.

Surplus Lines Licensee Name: _____



AmWINS Special Risk Underwriters

Quote Reference: 22N37486AA0P62

This quote is valid for 30 days from 11 March 2022.

SCHEDULE

UMR: B123022AWS1321

THE INSURED IS REQUESTED TO READ THE ENTIRE POLICY CAREFULLY AND INFORM THE UNDERWRITER'S REPRESENTATIVE NAMED UNDER OVERSEAS BROKER BELOW IMMEDIATELY IF IT IS NOT CORRECT

Policy Number:22N37486AA0P62

1. **Name of the Insured:** City of Richwood
2. **Address of the Named Insured:** 1800 Brazosport Boulevard North, Richwood, TX 77531, USA
3. **Policy Period:** From: 10 May 2022 to 10 May 2023 both days at the time as set forth in the Policy/ies of the Overlying Insurers.
4. **Perils Insured:** Named wind only
5. **The Property or Interest:** As per Appendix of Attachments
6. **The Property is located or contained at:** As per Appendix of Attachments
7. **Overlying Policy Details:**
 - (a) **Insurer(s):** Waypoint
 - (b) **Policy Number(s):** AMR-53056-04
 - (c) **Deductible(s) for the Perils Insured by this Policy:** 2.00% Per location
8. **Limit of this Policy:** This Policy shall pay the difference between the Deductible(s) of the Overlying Insurer(s) as set forth above, and the Insured's Retention set forth below, subject always to the Maximum Amount Payable.
9. **Maximum Amount Payable under this Policy:** USD 90,850.10 Per occurrence
10. **Insured's Retention:** USD 25,000.00 Per occurrence
11. **Premium:** USD 8,306.91 payment always in accordance with Condition J of Section III of this Policy +\$500 Amwins Cat Modeling Fee
100% Minimum Earned Premium is deemed earned at inception.
12. **Order:** 100% for Limits

- 13. Law and Jurisdiction:** This Policy shall be governed by the laws of the State of TX and subject to the jurisdiction of a court of competent jurisdiction within the United States of America, as determined in accordance with the provisions of Condition K of Section III of this Policy.
- 14. Notification of Claims:** Crawford and Company
1405 N Cedar Crest Blvd (Ste 100) Allentown, PA,
18104 US
aegisdbb@us.crawco.com
- 15. Nominee for Service of Suit:** Lloyd's America, Inc. Attention: Legal Department, 280 Park Avenue,
East Tower, 25th Floor, New York, NY 10017
- 16. Time Element Coverage:** Included
(Section IV of this Policy)
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Fiscal and Regulatory

- Tax Payable by Insurer(s):** None applicable
- Country of Origin:** U.S.A.
- Overseas Broker:** See Surplus Line Broker Heading
- Surplus Lines Broker:**
- License Number:**
- State of Filing:** To be filed in TX for 100% of the Premium
- US Classification:** US Surplus Lines

A. Insuring Agreement

AEGIS Syndicate 1225 at Lloyd's (hereinafter referred to as the "Underwriter") agrees to indemnify the Insured named in the Schedule in respect of direct physical loss of or damage to the property or interest described in the Schedule, while located or contained at the location or territory described in the Schedule, occurring during the Policy Period stated in the Schedule and caused by any of the Perils Insured stated in the Schedule, all as covered by and defined in the Policy/ies specified in the Schedule (hereinafter referred to as the "Policy/ies of the Overlying Insurers").

B. Limit of this Policy

This Policy shall pay the difference between the Deductible(s) of the Overlying Insurer(s) stated in the Schedule, and the amount to be retained by the Insured (hereinafter referred to as the "Insured's Retention") as set forth in the Schedule, subject always to the Underwriter's Maximum Amount Payable under this Policy not exceeding the amount stated in the Schedule. For a loss to contribute to the Limit and Insured's Retention hereon, such loss must be a loss that would be an admitted loss under the Policy/ies of the Overlying Insurers except for the deductible provisions contained therein.

However, this Policy shall not cover any loss adjustment expenses incurred in preparing or certifying details of a claim resulting from a loss which is paid under the Policy/ies of the Overlying Insurers. Nothing contained in the foregoing shall be construed however to deny the Underwriter the right to appoint, or agree to share in the appointment of, any Loss Adjuster in the investigation of any loss under this Policy.

SECTION II EXCLUSIONS

This Policy incorporates by this reference, and is in all respects subject to, each of the Exclusions contained in the Policy/ies of the Overlying Insurers, and as may be added by Endorsement to this Policy.

A. Cyber

This Policy does not cover any loss, damage, cost or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

B. Radioactive Contamination

This Policy does not cover any loss, damage, cost or expense directly or indirectly caused by or contributed to by or arising from nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused.

C. Sanctions

The Underwriter shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Underwriter to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

D. Seepage and Pollution / Debris Removal

This Policy is subject to the provisions of the Seepage and Pollution Exclusion, and the Debris Removal Clause, contained in the Policy/ies of the Overlying Insurers.

E. Terrorism

This Policy does not cover any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this Policy an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This Policy also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriter alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured. In the event any portion of this Exclusion E is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

F. War

This Policy does not cover any loss, damage, cost or expense directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

A. Application of Recoveries

All salvages, recoveries and payments recovered or received subsequent to a loss settlement under this Policy shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto.

B. Cancellation

This Insurance may be cancelled by the Insured at any time by written notice or by surrender of this Policy.

This Insurance may also be cancelled by or on behalf of the Underwriter by delivering to the Insured, or by mailing to the Insured, by registered, certified or other first class mail, at the Insured's address as stated in the Schedule, written notice stating when, not less than sixty (60) days thereafter, except in respect of non-payment of premium, the date set forth in Condition J of Section III of this Policy, the cancellation shall be effective.

The mailing of such notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.

If this Insurance shall be cancelled by the Insured, the Underwriter shall retain the customary short rate proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriter shall receive the earned premium hereon or the customary short rate proportion of any minimum premium stipulated elsewhere within this Insurance, whichever is the greater, subject always to the amount stated in the Schedule as Minimum Earned Premium being deemed fully earned at inception.

If this Insurance shall be cancelled by or on behalf of the Underwriter, the Underwriter shall retain the pro-rata proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriter shall receive the earned premium hereon or the pro-rata proportion of any minimum premium stipulated elsewhere within this Insurance whichever is the greater.

Payment or tender of any unearned premium by the Underwriter shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

C. Conflict of Statute / Laws

In the event that any provision of this Policy is found by a court of competent jurisdiction to be invalid or unenforceable, the other provisions of this Policy and the remainder of the provision in question shall not be affected thereby and shall remain in full force and effect.

D. Demolition and Increased Cost of Construction

This Policy is subject to the same provisions as respects Demolition and Increased Cost of Construction as are contained in the Policy/ies of the Overlying Insurers.

E. False or Fraudulent Claim

If the Insured, or anyone acting on their behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, or use any fraudulent devices in support of any claim, this Policy will become invalid. This means the Underwriter will not pay the false or fraudulent claim, or any subsequent claim.

F. Fraudulent Conduct and Misrepresentation

The entire Policy and any loss or claim thereunder will be void if, whether before or after a loss, an Insured has:

1. intentionally concealed or intentionally misrepresented any material fact or circumstance;
2. engaged in fraudulent conduct; or
3. made false statements;

relating to the Policy or any loss or claim thereunder.

In the event that any portion of this Condition F is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

G. Maintenance of Overlying Insurance

In respect of the Perils Insured, this Policy is subject to the same warranties, terms and conditions (except as regards the premium, the amount and limits of liability, any deductible provision, and the renewal agreement, if any, and except as otherwise provided elsewhere in this Policy) as are contained in or as may be added to the Policy/ies of the Overlying Insurers prior to the happening of an Occurrence for which claim is made hereunder.

It is a condition of this Policy that the Policy/ies of the Overlying Insurers shall be maintained in full effect during the currency of this Policy.

H. Notification of Claims

The Insured shall, upon knowledge of any Occurrence likely to give rise to a claim hereunder, give immediate written advice thereof to the Underwriter's Representative stated in the Schedule.

I. Notifying the Underwriter of any changes or inaccuracies

In the event the Insured becomes aware that information the Insured has given to the Underwriter is inaccurate or has changed, the Insured must inform the Underwriter's Representative stated in the Schedule as soon as practicable.

When the Underwriter is notified that information the Insured previously provided is inaccurate, or of any changes to that information, the Underwriter will tell the Insured if this affects the insurance under this Policy. For example, the Underwriter may amend the terms of this Policy or require the Insured to pay more for the insurance under this Policy or cancel the insurance under this Policy in accordance with Condition B of Section III of this Policy.

If the Insured fails to notify the Underwriter that information the Insured had provided is inaccurate, or the Insured fails to notify the Underwriter of any changes, the insurance under this Policy may become invalid and the Underwriter may not pay the Insured's claim, or any payment could be reduced.

J. Premium Payment Terms

The Insured undertakes that premium will be paid in full to the Underwriter within 60 days of inception of this Policy (or, in respect of instalment premiums, when due).

If the premium due under this Policy has not been so paid to the Underwriter by the sixtieth day from the inception of this Policy (and, in respect of instalment premiums, by the date they are due), the Underwriter shall have the right to cancel this Policy by notifying the Insured via AmWINS Special Risk Underwriters in writing. In the event of cancellation, premium is due to the Underwriter on a pro rata basis for the period that the Underwriter is on risk, but the full Policy premium shall be payable to the Underwriter in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this Policy.

It is agreed that the Underwriter shall give not less than 15 days prior notice of cancellation to the Insured via AmWINS Special Risk Underwriters. If premium due is paid in full to the Underwriter before the notice period expires, notice of cancellation shall automatically be revoked. If not, the Policy shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause, which will remain in full force and effect.

Where the premium is to be paid through a London Market Bureau, payment to the Underwriter will be deemed to occur on the day of delivery of a premium advice note to the Bureau.

K. Service of Suit

It is agreed that in the event of the failure of the Underwriter hereon to pay any amount claimed to be due hereunder, the Underwriter hereon, at the request of the Insured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this clause constitutes or should be understood to constitute a waiver of Underwriter's right to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon the person(s) or firm stated for such purpose in the Schedule, and that in any suit instituted against any one of them upon this Policy, the Underwriter will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The person(s) or firm stated in the Schedule are authorized and directed to accept service of process on behalf of the Underwriter in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that they will enter a general appearance upon the Underwriter's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the Underwriter hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this Policy, and hereby designate the person(s) or firm stated in the Schedule as the person to whom the said officer is authorized to mail such process or a true copy thereof.

L. Unintentional Errors and Omissions

This Policy is subject to the same provisions as respects Unintentional Errors and Omissions as are contained in the Policy/ies of the Overlying Insurers.

M. Valuation

The valuation basis of this Policy is Replacement Cost, as defined in the Policy/ies of the Overlying Insurers, except as may be provided in said Policy/ies of the Overlying Insurers.

N. Complaints Notice

If the Insured has any questions or concerns about this Insurance or the handling of a claim, please contact AmWINS Special Risk Underwriters.

Complaints Procedure:

In the event that the Insured remains dissatisfied and wish to make a complaint, they may do so at any time by referring the matter to the Complaints Manager at AEGIS London

The address is:

25 Fenchurch Avenue, London EC3M 5AD, United Kingdom.

Telephone Number: +44 (0) 20 7856 7856

Email: complaints@aegislondon.co.uk

If the Insured remain dissatisfied after the Underwriter has considered their complaint, it may be possible in certain circumstances to refer the complaint to Lloyd's. Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints and are also available from the above address. If the Insured remain dissatisfied after Lloyd's has considered their complaint, the Insured may have the right to refer their complaint to the Financial Ombudsman Service.

It is understood and agreed that, provided the Total Insured Values submitted include a value for Time Element, this Policy extends to cover Time Element coverages (as insured under the Policy/ies of the Overlying Insurers) consequent upon the loss or damage to the Property insured hereby.

The Limit and the Insured's Retention as stated in the Schedule are inclusive of damage to Property and Time Element coverages.

SECTION V

APPENDIX OF ATTACHMENTS FOR INSURER(S)

Policy Number:22N37486AA0P62

Schedule of Values

Street	iCty	County	State	Zip	ITV	Effective Date
1000 Brazosport Blvd N	Richwood	Brazoria County	TX	77531	USD 655,000.00	
218 Halbert St	Clute	Brazoria County	TX	77531	USD 371,750.00	
611 Audobon Woods Dr	Clute	Brazoria County	TX	77531	USD 434,888.00	
720 N Mahan St	Richwood	Brazoria County	TX	77531	USD 568,749.00	
1501 Hwy 2004	Clute	Brazoria County	TX	77531	USD 1,088,000.00	
1800 Brazosport Blvd N	Richwood	Brazoria County	TX	77531	USD 2,391,098.00	
724 N Mahan St	Clute	Brazoria County	TX	77531	USD 263,020.00	
540 Oyster Creek Drive	Clute	Brazoria County	TX	77531	USD 20,000.00	

Total Insured Values: USD 5,792,505.00

Property Cyber and Data Exclusion Endorsement

This Policy is amended in that Exclusion A of Section II of this Policy is deleted and replaced by the following:

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
 - a. Cyber Loss;
 - b. 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:
 - a. 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
 - b. 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:
 - a. 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.