



Policy certificate

Insurance effected through the Coverholder:

CFC Underwriting Limited
85 Gracechurch Street
London EC3V 0AA
United Kingdom

PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY.

This Certificate is issued by the Coverholder in accordance with the authorization granted to the Coverholder under the Binding Authority Agreement with the Unique Market Reference stated within this Policy. This Policy comprises a Certificate, the Declarations page, Wording and all other provisions and conditions attached and any endorsements issued.

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 Policy.

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.

In Witness whereof this Certificate has been signed by:

A handwritten signature in black ink, appearing to read 'ARH', followed by a wavy line.

Authorized Official

Please examine this document carefully. If it does not meet your needs, please contact your broker immediately. In all communications the policy number appearing overleaf should be quoted.



HOW TO COMPLAIN - TEXAS

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Underwritten by certain underwriters at Lloyd's and other insurers

To get information or file a complaint with your insurance company or HMO:

Call: CFC Underwriting Ltd at +44 (0) 207 220 8500
Email: enquiries@cfcunderwriting.com
Mail: Chief Executive Officer
CFC Underwriting Limited
85 Gracechurch Street
London EC3V 0AA
United Kingdom

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091



DECLARATIONS

POLICY NUMBER:	DOL0139494147
UNIQUE MARKET REFERENCES:	B087522C9N5051
THE INSURED:	BioCorridor Property Owners Assoc
ADDRESS:	4250 South Traditions Drive Bryan, TX 77807 US
THE UNDERWRITERS:	Underwritten by certain underwriters at Lloyd's and other insurers
THE INCEPTION DATE:	00:01 Local Standard Time on 13 Aug 2022
THE EXPIRY DATE:	00:01 Local Standard Time on 13 Aug 2023
TOTAL PAYABLE:	USD7,050.00
Broken down as follows:	
Premium:	USD6,500.00
Policy Administration Fee:	USD550.00
CHOICE OF LAW:	Texas
SERVICE OF SUIT:	Mendes & Mount LLP 750 7th Avenue New York, NY 10019
LEGAL ACTION:	Worldwide
TERRITORIAL SCOPE:	Worldwide
US CLASSIFICATION:	Surplus Lines
PRIOR & PENDING LITIGATION DATES:	
Directors & Officers Liability:	13 Aug 2021
OPTIONAL EXTENDED REPORTING PERIOD:	12 months for 100% of applicable annualized premium
CLAIMS MANAGER:	CFC Underwriting Limited Please report all new claims to: newclaims@cfcunderwriting.com
WORDING:	Management Liability (US) v2.2
ENDORSEMENTS:	Complaints Notice (Texas) U.S. Terrorism Risk Insurance Act of 2002 As Amended Not Purchased Clause Community association exclusions clause

Premium: \$6,500.00
Carrier Policy Fee: \$550.00
Surplus Lines Tax: \$341.93
Stamping Office Fee: \$5.29
Total: \$7,397.22

DECLARATIONS

INSURING CLAUSE 1: DIRECTORS AND OFFICERS LIABILITY

SECTIONS A - E AND G - I COMBINED

Aggregate limit of liability: USD1,000,000 in the aggregate

SECTION A: INDIVIDUAL COVER

Aggregate limit of liability: USD1,000,000 in the aggregate, including **costs and expenses**

Deductible: USD0 each and every claim, including **costs and expenses**

SECTION B: COMPANY REIMBURSEMENT COVER

Aggregate limit of liability: USD1,000,000 in the aggregate, including **costs and expenses**

Deductible: USD25,000 each and every claim, including **costs and expenses**

SECTION C: ENTITY COVER

Aggregate limit of liability: USD1,000,000 in the aggregate, including **costs and expenses**

Deductible: USD25,000 each and every claim, including **costs and expenses**

SECTION D: REGULATORY INVESTIGATION COSTS

Aggregate limit of liability: USD1,000,000 in the aggregate, including **costs and expenses**

Deductible: USD0 each and every claim, including **costs and expenses**

SECTION E: OUTSIDE DIRECTORSHIP LIABILITY

Aggregate limit of liability: USD1,000,000 in the aggregate, including **costs and expenses**

Deductible: USD0 each and every claim, including **costs and expenses**

SECTION F: ADDITIONAL LIMIT FOR INSURED PERSONS

Aggregate limit of liability: USD100,000 in the aggregate, including **costs and expenses**

Deductible: USD0 each and every claim, including **costs and expenses**

SECTION G: SHAREHOLDER DERIVATIVE INVESTIGATIONS

Aggregate limit of liability: USD100,000 in the aggregate, including **costs and expenses**

Deductible: USD25,000 each and every claim, including **costs and expenses**



SECTION H: EXTRADITION, ASSETS AND APPEAL COSTS

Aggregate limit of liability:	USD1,000,000	in the aggregate, including costs and expenses
Deductible:	USD0	each and every claim, including costs and expenses

SECTION I: FAMILY COSTS

Limit of liability:	USD25,000	each and every claim
Deductible:	USD0	each and every claim

INSURING CLAUSE 2: EMPLOYMENT PRACTICES LIABILITY

NO COVER GIVEN

INSURING CLAUSE 3: FIDUCIARY LIABILITY

NO COVER GIVEN

INSURING CLAUSE 4: CYBER AND PRIVACY

NO COVER GIVEN

INSURING CLAUSE 5: CRIME

NO COVER GIVEN

INSURING CLAUSE 6: KIDNAP AND RANSOM

NO COVER GIVEN

INSURING CLAUSE 7: REPUTATION AND BRAND PROTECTION

Aggregate limit of liability:	USD100,000	in the aggregate
Deductible:	USD0	each and every claim

INSURING CLAUSE 8: COURT ATTENDANCE COSTS

Aggregate limit of liability:	USD100,000	in the aggregate
Deductible:	USD0	each and every claim



OUR REGULATORY STATUS

CFC Underwriting Limited is authorised and regulated by the United Kingdom Financial Conduct Authority (FCA). CFC Underwriting Limited's Firm Reference Number at the FCA is 312848. These details may be checked by visiting the Financial Conduct Authority website at <https://register.fca.org.uk/>. Alternatively, the Financial Conduct Authority may be contacted on +44 (0)20 7066 1000.

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations to you in respect of insurance policies that we have underwritten on behalf of insurers. This depends on the type of business and the circumstances of the claim. In respect of general insurance business the FSCS will cover 90% of the claim, without any upper limit and for compulsory classes of insurance, the FSCS will cover 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

DATA PROTECTION NOTICE

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations. Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

The information we collect and use includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

We will process individual insured's details, as well as any other personal information you provide to us in respect of your insurance cover, in accordance with our privacy notice and applicable data protection laws.

To enable us to use individual insured's details in accordance with applicable data protection laws, we need you to provide those individuals with certain information about how we will use their details in connection with your insurance cover.

You agree to provide to each individual insured this notice, on or before the date that the individual becomes an individual insured under your insurance cover or, if earlier, the date that you first provide information about the individual to us.



We are committed to using only the personal information we need to provide you with your insurance cover. To help us achieve this, you should only provide to us information about individual insureds that we ask for from time to time.

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice, please contact us directly at enquiries@cfcunderwriting.com.

For more information about how we use your personal information please see our full privacy notice, which is available online on our website at:

<http://www.cfcunderwriting.com/privacy>



U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED NOT PURCHASED CLAUSE

ATTACHING TO POLICY NUMBER: DOL0139494147
THE INSURED: BioCorridor Property Owners Assoc
WITH EFFECT FROM: 13 Aug 2022

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended, as summarized in the disclosure notice.

It is hereby noted that **we** have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and **you** have declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this Policy.

All other terms, Conditions and Exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

LMA5390 (Amended)
09 January 2020

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE
POLICY**



COMMUNITY ASSOCIATION EXCLUSIONS CLAUSE

ATTACHING TO POLICY NUMBER: DOL0139494147
THE INSURED: BioCorridor Property Owners Assoc
WITH EFFECT FROM: 13 Aug 2022

It is understood and agreed that the following amendments are made to this Policy:

1. The following **EXCLUSIONS** are added to the "**EXCLUSIONS RELATING TO ALL INSURING CLAUSES**":

Berth, dock, jetty, marina, slip or wharf disputes

arising directly or indirectly out of any dispute relating to any berth, dock, jetty, marina, slip or wharf.

Building and development projects

arising directly or indirectly out of any:

- a. **wrongful act** committed or alleged to have been committed by an **insured person** or the **company** whilst acting in the capacity as a builder or a developer;
- b. **wrongful act** committed or alleged to have been committed by a builder or developer working on **your** behalf; or
- c. dispute between **your** builder or developer and an **insured person** or the **company**, including disputes or unpaid invoices relating to the supervision or management of the building or development project.

Construction defects

arising directly or indirectly out of any actual or alleged defect in any building, including as a result of the building being built:

- a. using defective architectural plans or designs; or
- b. on unsuitable land which results in the building being damaged due to earth movement, subsidence or other similar defect.

Failure to maintain insurance

arising directly from the failure of the **insured persons** to effect and maintain insurance for the **company**.

Libel or slander

arising out of any actual or alleged libel or slander.

Lien disputes, foreclosures and special assessments



arising directly or indirectly out of any actual or threatened lien, super lien, foreclosure or special assessment.

2. The following **EXCLUSION** is added to "**EXCLUSIONS RELATING TO DIRECTORS AND OFFICERS LIABILITY**":

Third party discrimination

arising directly or indirectly out of any actual or alleged discrimination against any **third party**.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

Figure: 28 TAC §1.601(a)(2)(B)

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Lloyd's of London

To get information or file a complaint with your insurance company or HMO:

Call: Lloyd's of London at 44(0)20.7327.1000

Toll-free:

Online: www.lloyds.com

Email:

Mail: One Lime Street
London, 7HA EC3M

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Lloyd's of London

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Lloyd's of London al 44(0)20.7327.1000

Teléfono gratuito:

En Línea: www.lloyds.com

Correo electrónico:

Dirección postal: One Lime Street
London, 7HA EC3M

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

Texas Tax Information:

Risk Location: 4250 South Traditions Drive Bryan, TX 77807

Guaranty Fund Nonparticipation Notice

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 Agent: CRC Insurance Services, License #18530

Address: 1 Metroplex Drive, Suite 400, Birmingham, AL 35209

Policy Premium:	\$6,500.00
Carrier Policy Fee	\$550.00
Surplus Lines Tax:	\$341.93
Stamping Office Fee:	\$5.29
Grand Total:	\$7,397.22