

Intact Insurance: A Global Specialty Leader

Intact is the largest provider of property and casualty (P&C) insurance in Canada, a leading provider of global specialty insurance, and, with RSA, a leader in the U.K. and Ireland. The company- with roots that date back to 1809- has grown organically and through acquisitions to over \$20 billion of total annual premiums.

North American Capabilities

We provide specialty solutions to over 20 business segments. Our products and services are delivered through dedicated teams of insurance experts focused on a particular customer or industry group. Intact additionally offers cross-border capabilities for specialty customers based in Canada or the U.S. with operations across both countries.

Ocean Marine Capabilities

Intact Ocean Marine offers a complete range of ocean marine insurance solutions. We have continuously served the global economy, commercial shipping and transportation industries since 1900. Products include, but are not limited to, commercial hull and protection & indemnity; primary and excess marine liabilities; marine packages for marinas, boat dealers, yacht clubs and a wide variety of commercial marine businesses such as ship repairers, terminals, wharf operators and marine contractors; ocean and air cargo, imported or exported, with coverage extensions such as inland transit, warehousing and processing; and yachts and pleasure craft. Property-casualty coverages in support of our marine customers are also available including comprehensive property, auto and CGL coverage.

Financial Strength

Intact Insurance Specialty Solutions is a marketing brand for the insurance company subsidiaries of Intact Insurance Group USA LLC, a member of Intact Financial Corporation (TSX: IFC). Our solutions are backed by the financial strength of Atlantic Specialty Insurance Company.

A.M. BEST A+ | FITCH AA | MOODY'S A2

People and Expertise Matter.

At Intact, we put customers first. We understand their needs in order to offer compelling solutions and deliver on our promises. We have a global team of more than 26,000 employees and more than 2,500 specialty experts dedicated to our North American operations – which includes underwriting and operations, risk control and claims. We have market-leading positions in Surety, Technology, Ocean Marine and others, providing solutions for small-to-mid size businesses.

We believe in providing a workplace that inspires and engages our employees. We're proud of being recognized as a Kincentric Best Employer in Canada, the U.S. and North America, overall.

Interested? Get to know more:

intactspecialty.com/ocean-marine



Intact Insurance Specialty Solutions is the marketing brand for the insurance company subsidiaries of Intact Insurance Group USA LLC. Coverages may be underwritten by one of the following insurance companies: Atlantic Specialty Insurance Company, a New York insurer; Homeland Insurance Company of New York, a New York insurer; Homeland Insurance Company of Delaware, a Delaware insurer; OBI America Insurance Company, a Pennsylvania insurer; OBI National Insurance Company, a Pennsylvania insurer; or The Guarantee Company of North America USA, a Michigan insurer. Each of these insurers maintains its principal place of business at 605 Highway 169 N, Plymouth, MN 55441, except The Guarantee Company of North America USA, which is located at One Towne Square, Southfield, MI 48076. This material is intended as a general description of certain types of insurance coverages and services. Coverages and availability vary by state; exclusions and deductibles may apply. Please refer to your insurance policy or consult with your independent insurance advisor for information about coverages, terms and conditions. Some coverage may be written by a surplus lines insurer through a licensed surplus lines broker. Surplus lines insurers do not generally participate in state guaranty funds and insureds are therefore not protected by such funds.

FLORIDA NOTICE

In accordance with Florida Statute 627.4131, you may contact us at:

INTACT INSURANCE
3625 Cumberland Blvd.
Suite C-100
Atlanta, GA 30339
(781) 332-9490

to present inquiries, obtain information about coverage and assistance in resolving complaints.



OCEAN MARINE INSURANCE CLAIMS INFORMATION

The following is useful information which will expedite the handling of claims and protect your rights under ocean marine insurance policies.

It is important to bear in mind unique circumstances may, at times, require additional documentation activities or procedures. Any questions relating to marine claims can be directed to your producer or the marine claim office listed below.

IMPORTANT: In the event of loss or damage, you are obligated to take necessary steps to mitigate the claim. Expenses reasonably incurred in taking such action are reimbursable under policy terms and condition. Failure to take necessary action can result in prejudice of your rights under your policy.

WHAT TO DO IN THE EVENT OF LOSS

1. You or your producer should notify Intact Insurance Ocean Marine of all claims for damage to vessels, property or autos, if insured by the relevant policy, as soon as the loss occurs.
2. You or your producer should notify Intact Insurance Ocean Marine of all injury claims. Serious injuries or death claims should be reported to us immediately by telephone so we can determine the need to dispatch a surveyor, investigator and/or attorney to the accident site.

NOTICE OF CLAIMS TO RESPONSIBLE PARTIES

The premium you are charged for your insurance is ultimately influenced by your experience on your policy. It is therefore in your best interest to ensure losses are reduced by placing us in a position to recover all or part of our payment to you from any responsible third party. This is called subrogation and your cooperation in this regard is further reinforced by policy terms. Monies collected by us in subrogation are credited to your premium / loss experience. If a third party is responsible for the loss, written notice of claims should be promptly made directly against such party with copy to the below marine claim office.

CLAIMS REPORTING

You or your producer have several options to report claims to Intact Insurance Ocean Marine:

By phone at 877-248-3455 – Claims phoned into the 24/7 Call Center before 7p.m. EST will be immediately assigned a claim number. Producers can go to the producer portal the next business day to view the claim.

By email at MarineClaimsUSA@intactinsurance.com – When you wish to include attachments to accompany a claim, email reporting is ideal. To submit a claim via email, you will need to include an ACORD First Notice of Loss Form. Please report only one claim per email. The sender's email confirmation will serve as the acknowledgement that we have received the claim.

By Fax at 866-213-2802 – Only one claim should be submitted per fax transmission. The sender's fax receipt will serve as confirmation that we have received the claim



The Company Issuing this policy is indicated below:
Atlantic Specialty Insurance Company

OCEAN MARINE POLICY DECLARATIONS

ASSURED:
MICHAEL BRYANT
2697 CYPRESS MNR
WESTON, FL 33332-3432

PRODUCER: (0933391)
MARITIME UNDERWRITERS, INC.
7071 W. COMM. BLVD., SUITE 2G
TAMARAC, FL 33319

POLICY No.: B5JH28361

Renewal of: B5JH28361

PERIOD: March 23, 2023 to March 23, 2024
12:01 AM Local Standard at the Named Assured mailing address shown above

HULL:
Vessel: As scheduled
Agreed Value: As scheduled
Deductibles: As scheduled
Premium: \$4,800

PROTECTION & INDEMNITY:
Limit: \$1,000,000 Combined Single Limit
Deductibles: As scheduled Bodily Injury
As scheduled All Other
Crew: As scheduled
Passengers: As scheduled
Premium: \$6,800 (Includes \$4,600 Crew Premium)

MEDICAL PAYMENTS: Limit: \$1,000 Per Passenger
\$1,000 Per Accident
Premium: Included

MISCELLANEOUS ENDORSEMENT PREMIUM: Included
PREMIUM: \$11,600
TERRORISM: Not Covered
STATE SURCHARGE: \$0.00
TOTAL PREMIUM: \$11,600.00

TERMS & CONDITIONS:
87B-46 09 59 S.R. & C.C. ENDORSEMENT (HULLS)
AIMU 23 06 83 AIMU PROTECTION & INDEMNITY CLAUSES
CERT TERR OUT 2015 01 15 EXCLUSION OF CERTIFIED ACTS OF TERRORISM
COLL LIAB 12 20 COLLISION LIABILITY ENDORSEMENT
COMMON EXCLUSIONS 06 21 COMMON POLICY EXCLUSIONS

TERMS & CONDITIONS:

CREW COV 12 20
HULL DECLARATIONS 12 20
IMU 0255 06 20

IMU 0503 10 20
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MED PAY 12 20
OM INSERT 10 22
PHN 082 IM FL 04 18
SCHED 1 - VESSEL 01 21
SPECIAL TERMS 00 00
TAYLOR 1953 (Rev 70) 00 00
TSP

CREW COVERAGE AND WARRANTY
OCEAN MARINE POLICY DECLARATIONS
AMERICAN INSTITUTE COMMUNICABLE DISEASE EXCLUSION
(6/15/2020)
OCEAN MARINE INSURANCE CLAIMS INFORMATION
MACHINERY DAMAGE RESTRICTION
MEDICAL PAYMENTS COVERAGE
MARKETING INSERT
FLORIDA NOTICE
VESSEL SCHEDULE
SPECIAL TERMS AND CONDITIONS
TAYLOR 1953 (Rev. 70)
TRANSIT & SHORE PERILS

CARRIER: Atlantic Specialty Insurance Company

BOUND SUBJECT TO:

We'll need the attached Severe Weather Plan completed, signed & dated by the Insured prior to binding.

ADDITIONAL TERMS, CONDITIONS, OR NOTES

THIS POLICY IS MADE AND ACCEPTED SUBJECT TO THE FOREGONIG PROVISIONS AND STIPULATIONS AND THOSE HEREINAFTER STATED, WHICH ARE HEREBY MADE A PART OF THIS POLICY TOGETHER WITH OTHER SUCH PROVISIONS, STIPULATIONS AND AGREEMENTS AS MAY BE ADDED HERETO, AS PROVIDED IN THIS POLICY.

IN WITNESS WHEREOF, we have caused this policy to be executed and attested.



Secretary



President

MICHAEL BRYANT

Policy No.: B5JH28361

Effective: March 23, 2023



SCHEDULE OF VESSELS

HULL & MACHINERY

		HULL				
Vessel		Agreed Value & Amount of Ins	Deductible:	Lay-up	Hull Rate	Hull Premium
1	1993 50' Searay w/ (2) 1992 735hp Detroit Diesel Engines	\$150,000	\$7,500	N/A	Chg	\$4,800

PROTECTION & INDEMNITY

Vessel		PROTECTION & INDEMNITY						
		Limit *	Deductible: BI	Deductible: All Other	# Pass	Full-time or Hard Crew	Part-time or Soft Crew	P&I Premium
1	1993 50' Searay w/ (2) 1992 735hp Detroit Diesel Engines	\$1,000,000	\$5,000	\$7,500	6	2	N/A	\$6,800

*Combined Single Limit

COMMON POLICY EXCLUSIONS

AIMU - CHEMICAL, BIOLOGICAL, BIO-CHEMICAL, ELECTROMAGNETIC EXCLUSION CLAUSE (March 1, 2003)

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

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

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

1. In no case shall this insurance cover loss, damage, liability, or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
 - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

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

This insurance is subject to the Extended Radioactive Contamination Exclusion Clause (March 1, 2003) provided that
if fire is an insured peril
and
where the subject matter is within the U.S.A., its islands, onshore territories or possessions
and
a fire arises directly or indirectly from one or more of the causes detailed in Sub-Clauses 1.1, 1.2, and 1.4 of the Extended Radioactive Contamination Exclusion Clause March 1, 2003 any loss or damage arising directly from that fire shall, subject to the provisions of this insurance, be covered, EXCLUDING however any loss damage liability or expense caused by nuclear reaction, nuclear radiation, or radioactive contamination arising directly or indirectly from that fire.

UNITED STATES ECONOMIC AND TRADE SANCTIONS CLAUSE

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

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

All other terms & Conditions remain unchanged

SPECIAL TERMS AND CONDITIONS

AMERICAN INSTITUTE CYBER EXCLUSION CLAUSE (11/06/2015)

This clause shall be paramount and shall override anything contained in this insurance (including any endorsement(s)) inconsistent therewith.

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

1. any "malicious act" involving the use of any "computer system", "electronic data communications system", "computer virus", or process or any other electronic system; and/or
2. any access to or disclosure of any "personally identifiable information" or any person's or organization's confidential information, including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, or any other type of nonpublic information; and/or
3. any action or omission that violates or is alleged to violate any federal, state or local statute that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating, or distribution of any written or electronic material or information.

Where this policy provides coverage for War Risks, section 1 above shall not operate to exclude losses which would otherwise be covered by such War Risks coverage.

Definitions

"Computer system" means computer hardware of any kind; "electronic computer program"; "electronic data processing media"; operating system; media microchip; microprocessor (computer chip); integrated circuit or similar device; computer network and networking equipment; firmware; server; website; extranet; and all input, output, processing, storage, and off-line media libraries.

"Computer virus" means any corrupting, harmful or otherwise unauthorized instructions or code including, but not limited to, any maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a "computer system" or network of whatsoever nature.

"Electronic computer program" means computer software, application software, and other recorded instructions for the processing, sequencing, collecting, transmitting, recording, retrieval, or storage of "electronic data".

"Electronic data" means information or knowledge recorded or transmitted in a form usable in a "computer system", microchip, integrated circuit or similar device in non-computer equipment, and which can be stored on "electronic data processing media" for use by an "electronic computer program".

"Electronic data communications system" means any communication system, including a "computer system" and the internet, which provides the Assured with access to another "computer system", microchip, integrated circuit or similar device in non computer equipment, or which provides any party access to the Assured's "computer system", microchips, integrated circuits or similar devices in non-computer equipment.

"Electronic data processing media" means punch cards, paper tapes, floppy disks, CD-ROM, hard drives, magnetic tapes, magnetic discs or any other tangible personal property on which "Electronic data" or "electronic computer programs" are recorded or transmitted, but not the "electronic data" or "electronic computer programs" themselves. Money or securities are not "electronic data processing media".

"Malicious act" shall mean the intentional and wrongful action or actions of one or more persons, whether or not agents of a sovereign power.

"Personally identifiable information" shall mean information, whether printed or digital, encrypted or unencrypted, in the care custody or control of any Assured which alone or in conjunction with other information can be used to uniquely identify an individual. However, "personally identifiable information" does not include information which is lawfully available to the general public.

AUTOMATIC ACQUISITION CLAUSE

It is hereby understood and agreed that this policy covers automatically up to a maximum agreed Hull valuation with respect to the Hull section of this policy a limit of \$150,000 and with respect to the Protection & Indemnity section a limit of \$1,000,000 for each vessel purchased or bareboat chartered by the assured.

As respects bareboat chartered vessels, it is understood that the provisions of this extension of coverage will apply only when it is the obligation of the assured under their agreement with vessel owner to provide insurance.

Prior to declaration of agreed valuation to underwriters, the agreed valuation under this clause will be as follows:

With respect to purchased vessels, the purchase price.

With respect to bareboat chartered vessels, the value agreed upon between vessel owner and the assured, or the market value at the time of attachment, whichever is less.

It is understood that the assured will report to underwriters within thirty (30) days of a vessel coming at risk under this coverage extension, the date coverage attached, agreed valuation, name and description of the vessel.

As respects all bareboat chartered vessels, warranted that on-hire and off-hire surveys will be performed at the assured's expense.

Deductible and premium to be comparable to similar vessels insured.

NAMED AND NUMBERED STORMS DEDUCTIBLE

It is hereby understood and agreed that the Hull

Deductible with respect to Named and Numbered Storms shall be \$15,000 Any One Occurrence, whether a Partial, Total or Constructive Total Loss.

Named Storms are Hurricanes as defined and named by the National Hurricane Center within the National Oceanic and Atmospheric Administration (NOAA). Numbered Storms are storms numbered by the Insurance Service Office's Property Claims Service Unit including Tropical Depressions, Tropical Storms, and Hurricanes.

NAVIGATION WARRANTY

Warranted the insured vessel(s) be confined to the use and navigation of

Inland and coastal waters not over 100 miles from a harbor of safe refuge including Bahamas. In no event shall navigation exceed limits set forth in USCG Certificate of Inspection.

Permission must be granted by these Underwriters for any extended navigation limits.

POLLUTION EXCLUSION CLAUSE

(With respect to all coverages hereunder) It is understood and agreed that notwithstanding anything to the contrary contained herein, this policy does not insure against any loss, damage, cost, liability, expense, fine or penalty or any kind or nature whatsoever, whether statutory or otherwise, imposed upon the Assured, arising directly or indirectly in consequence of the actual or potential discharge, emission, spillage, leakage of oil, fuel, cargo, petroleum products, chemicals and other substances of any kind or description.

PUNITIVE DAMAGE EXCLUSION

Notwithstanding anything contained to the contrary, this policy excludes any liability imposed on the Assured as punitive or exemplary damages, however described.

SEAWORTHINESS CLAUSE

The Underwriters shall not be liable for any loss, damage or expense arising out of the failure of the Assured to exercise due diligence to maintain the vessel(s) in a seaworthy condition after attachment of this policy; the foregoing, however, not to be deemed a waiver of any warranty of seaworthiness implied at law.

SWIMMING, DIVING AND SNORKELING EXCLUSION

Warranted free of any liability of whatsoever nature, caused by or contributed to or arising from swimming, diving, skin diving, scuba diving, snorkeling or any similar activities from the insured vessel.

COMBINED SINGLE LIMIT – PROTECTION & INDEMNITY

Regardless of the number and types of liabilities insured, or the number of vessels scheduled for coverage hereunder, this company shall not be liable under the Protection and Indemnity clauses for more than \$1,000,000 Combined Single Limit, including expenses, with respect to each occurrence. For the purposes of this clause, each occurrence shall be treated separately, but a series of claims hereunder arising from the same occurrence shall be treated as due to that occurrence.

OWNER EXCLUSION

Coverage hereunder specifically excludes loss of life, or injury to, or illness of Owner.

PASSENGER WARRANTY

Warranted that the maximum number of passengers onboard each vessel shall not exceed the number shown on the Schedule of Vessels attached, or the number permitted by the U.S. Coast Guard, whichever is less.

SWIMMING, DIVING AND SNORKELING WATERSPORT EXCLUSION

Warranted free of any liability of whatsoever nature caused by or contributing to or arising from swimming, diving, skin diving, or snorkeling or any similar activities from the insured vessel(s) as hereafter provided for. Also, warranted free of any liability of whatsoever nature caused by or contributing to or arising from the use and/or operation of any sailboards/windsurfers, surfboards, jet skis, etc.

CANCELLATION PROVISIONS

Notwithstanding anything else contained in this policy to the contrary, this policy may be cancelled by either party giving 45 days written notice to the other, except 10 days notice by these Insurers if cancelling due to non-payment of premium by the Assured. If cancelled at the option of the Assured, short rates will be charged; if cancelled by these Insurers, pro rata rates will be charged. From all return premiums the same percentage of deduction (if any) will be made as was allowed by these Insurers on receipt of the original premium. In the event of Total Loss of the Vessel occurring prior to any cancellation or termination of this Policy full annual premium shall be considered earned.

All Other Terms and Conditions Remain Unchanged

Crew Coverage and Warranty

In consideration of the premium charged, it is warranted that coverage hereunder is provided for not more than AS PER SCHEDULE crew members aboard the insured vessel(s) at any one time.

In the event additional crew are to be employed, the Assured shall give prior notice to this Company and pay such additional premium as is required. If the Assured shall fail to give such prior notice and at the time of loss in respects to crew there are more crew employed, this insurance shall respond only in the proportion that the stated number of crew bears to the number on board the vessel(s) at the time of the accident.

AIMU

Protection and Indemnity (P and I) Clauses
June 2, 1983

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To be attached to and form part of Policy No. JH28361 of
Atlantic Specialty Insurance Company (hereinafter "the Underwriters").

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THE FOLLOWING CLAUSES ARE SUBSTITUTED FOR THOSE OF THE POLICY FORM TO WHICH
THEY ARE ATTACHED, THE LATTER BEING VOID, EXCEPT FOR THOSE PROVISIONS REQUIRED
BY LAW. CAPTIONS, BELOW, ARE FOR EASE OF REFERENCE ONLY AND ARE NOT TO BE USED TO
INTERPRET THE CLAUSE.S.

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ASSURED

This Policy insures MICHAEL BRYANT

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(hereinafter, "the Assured"). The Underwriters waive all rights of subrogation against affiliated or subsidiary compa-
nies of the Assured but only the extent that the liabilities of such companies are uninsured.

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VESSEL

The Underwriters will indemnify the Assured in respect of the matters set forth at lines 46 through 76, below, subject
to all other terms hereof, in respect of the See Schedule of See Schedule gross registered tons (hereinafter, the
"Vessel"). ~~If more than one Vessel is named, all clauses shall apply as though a separate Policy had been issued for~~
~~each Vessel.~~

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DURATION OF RISK

This Policy attaches on March 23, 2023, at 12:01 AM Local Standard time and expires on
March 23, 2024, at 12:01 AM Local Standard time. Should the Vessel be at sea at the expiration
of this Policy, or in distress, or at a port of refuge or call, she shall be held covered until she reaches her port of destina-
tion, provided prior notice be given to the Underwriters and provided the Assured agrees to any amended terms of
cover and additional premium if required by the Underwriters.

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LIMIT OF LIABILITY

Liability hereunder in respect of all consequences of anyone casualty or occurrence, including defense costs, shall not
exceed the sum of \$ See Schedule less any applicable deductible, regardless of how many separate injuries or
claims arise out of such casualty or occurrence.

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DEDUCTIBLES

There shall be deducted from the total amount payable by the Underwriters with respect to all claims, including costs
of defense and expenses, arising from anyone casualty or occurrence:

- a) \$ As per Attached Schedule of Vessels with respect to those claims for loss of life, bodily injury or illness, and
- b) \$ As per Attached Schedule of Vessels with respect to all other claims;

PROVIDED, HOWEVER, that the maximum deductible for anyone casualty or occurrence shall not exceed the
greater of the foregoing amounts.

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PREMIUM

The Underwriters are to be paid premium of \$ As per Attached Schedule of Vessels for this insurance, payable as follows:
As Agreed

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RETURN PREMIUM

~~If the Vessel is sold, demise chartered or requisitioned this Policy shall terminate on the date and at the hour when~~
~~such disposition of the Vessel is effective and the Underwriters will return premium on a pro rata daily net basis for the~~
~~unexpired term. If the Policy is cancelled by the Assured, the Underwriters will return premium on the usual short rate~~
~~daily net basis for the unexpired term. If the Policy is cancelled by the Underwriters they will return premium on a pro~~
~~rata daily net basis for the unexpired term.~~

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CANCELLATION

~~The Policy may be cancelled by the Underwriters or by the Assured upon fifteen days written or telegraphic notice.~~

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~~The Underwriters may send notice to the Assured's last address known to them, or to the broker of record at the time when notice is given. At noon local time at the place of the sending of the notice on the fifteenth day after such notice shall have been' mailed, telegraphed or telexed, the Policy shall cease to be in effect. The Policy may also be cancelled at any time by mutual agreement of the Assured and the Underwriters.~~

TRADING WARRANTY

Warranted that the Vessel shall be confined to
As Agreed

INDEMNITY

Subject to all exclusions and other terms of this Policy the Underwriters agree to indemnify the Assured for any sums which the Assured, as owner of the Vessel, shall have become liable to pay, and shall have paid, in respect of any casualty or occurrence during the currency of the Policy but only in consequence of any of the matters set forth hereunder PROVIDED, however, that if the interest of the Assured is or includes interests other than owner of the Vessel, the Underwriters' liability shall not be greater than if the Assured was the owner entitled to all defenses and limitations of liability to which a shipowner is entitled:

- (1) Loss of life and bodily injury or illness; but excluding amounts paid under any compensation act.
- (2) Hospital, medical or other expenses necessarily and reasonably incurred with respect to loss of life, bodily injury to, or illness of, any person.
- (3) Crew member burial expense not to exceed \$1,000 per person.
- (4) Repatriation expenses of crew member, excepting such as arise from the termination of any agreement in accordance with its terms, or the sale of the Vessel or other voluntary act of the Assured. Wages may be included in such expenses when a statute requires payment of wages while awaiting and during repatriation.
- (5) Damage to any fixed or movable object or property, howsoever caused, excluding however, damage to another vessel or any property aboard it caused by collision with the Vessel.
- (6) Cost or expense of, or incidental to, any attempted or actual removal or disposal of obstructions, wrecks or their cargoes under statutory power or otherwise pursuant to law, PROVIDED, however, that there shall be deducted from such claim for cost or expenses, the value of any salvage from the wreck inuring to the benefit of the Assured or any subrogee thereof.
- (7) Fines and penalties, including expenses reasonably incurred in avoiding or mitigating same, for the violation of any of the laws of the United States, or any State thereof, or of any foreign country; PROVIDED, however, that the Underwriters shall not be liable to indemnify the Assured against any such fines or penalties resulting directly or indirectly from the failure, neglect, or default of the Assured or his managing officers or managing agents to exercise the highest degree of diligence to prevent a violation of any such laws.
- (8) Extraordinary expense arising from an outbreak of contagious disease, PROVIDED that the Vessel was not ordered by anyone acting on behalf of the Assured to proceed to a port where such disease was known or supposed to exist.
- (9) Costs incurred with the written consent of the Underwriters, or reasonably incurred prior to receipt of advices from Underwriters, for investigation and defense of claims, valid or not, within the scope of the Policy.
- (10) Port charges incurred solely for the purpose of putting in to land an injured or sick seaman or passenger, and the net loss to the Assured in respect of bunkers, insurance, stores and provisions as the result of the deviation.

EXCLUSIONS

Notwithstanding anything to the contrary elsewhere herein the Underwriters will not indemnify the Assured in respect of any of the following matters:

- (A) Any liability assumed under contract or otherwise.
- (B) Liability imposed on the Assured as punitive or exemplary damages, however described.
- (C) Any liability for any loss of, damage to, or expense in respect of, cargo or other property (including baggage and personal effects of passengers, mail and parcel post) carried, to be carried or which had been carried on board the Vessel, EXCEPT, HOWEVER, such liability imposed under the doctrine of cross liabilities for cargo on board the Vessel for which there is no coverage under any other policy held by the Assured.
- (D) Any liability or claim for, or any loss of, damage to, or expense in respect of property owned, leased, chartered or hired by the Assured.
- (E) Engagement in unlawful trade or performance of an unlawful act with knowledge of the Assured.
- (F) Cancellation or breach of any contract.
- (G) Bad debts.

(H) Fraud, dishonesty or insolvency of the Assured, its agents or others.	90
(I) Salvage charges, special charges, general average, freight, detention, demurrage or loss of use, of the Vessel.	91
(J) Any liability for, or any loss, damage, or expense arising from or accruing by reason of the towage of any other vessel or craft other than emergency towage of a vessel in distress at sea to a port or place of safety, EXCEPT, HOWEVER, this exclusion shall not apply to claims for loss of life, or bodily injury to, or illness or any person. Emergency towage is deemed to be towage undertaken as a salvage service while the Vessel is on a voyage wholly unrelated to performance of such service.	92 93 94 95 96
(K) Any liability for, or any loss, damage or expense while engaged in, or resulting from, any commercial diving operation or service from the Vessel, EXCEPT, HOWEVER, any liability incurred when the Vessel's crew is engaged in inspection or repair of the Vessel which could not be deferred until commercial divers were available.	97 98 99
(L) Any liability for, or any loss, damage, injury or expense resulting from nuclear radiation, fission or fusion, whether such loss, damage, injury or expense has been caused directly or-indirectly or has arisen from any matter for which the Assured has responsibility or otherwise, and whether the nuclear event be controlled or un-controlled.	100 101 102 103
(M) Any liability for, or any loss, damage, injury or expense caused by, resulting from or incurred by reason of any one or more of the following:	104 105
1) Capture, seizure, arrest, taking, restraint, detainment, confiscation, preemption, requisition or national-ization, or the consequences thereof or any attempt thereat, whether in time of peace or war and whether lawful or otherwise;	106 107 108
2) Any weapon of war employing atomic or nuclear fission and/ or fusion or other reaction or radioactive force or matter, or by any mine, bomb or torpedo;	109 110
3) Hostilities or warlike operations (whether there be a declaration of war or not), but the phrase, "hostilities or warlike operations (whether there be a declaration of war or not)", shall not exclude collision or contact with aircraft, rockets or similar missiles or with any fixed or floating object, stranding, heavy weather, fire or explosion unless caused directly (independently of the nature of the voyage or service which the watercraft concerned or in the case of a collision, any other vessel involved herein, is performing) by a hostile act by or against a belligerent power; for the purpose of the foregoing power includes any authority maintaining naval, military or air forces in association with a power. In addition to the foregoing exclusions, this in-surance shall not cover any loss, damage or expense to which a warlike act or the use of military or naval weapons is a contributing cause, whether or not the Assured's liability therefor is based on negligence or otherwise, and whether in time of peace or war. The embarkation, carriage and disembarkation of troops, combatants, or material of war, or the placement of the watercraft in jeopardy as an act or measure of war taken in the actual process of a military engagement, with or without the consent of the Assured, shall be considered a warlike act for the purposes of this Policy.	111 112 113 114 115 116 117 118 119 120 121 122 123
4) The consequences of civil war, revolution, rebellion, insurrection, military or usurped power, the imposition of martial law, or civil strife arising therefrom, or piracy; or from any loss, damage or expense caused by or resulting directly or indirectly from the act or acts of one or more persons, whether or not agents of a sovereign power, carried out for political, ideological or terrorist purposes, and whether any loss, damage or expense resulting therefrom is accidental or intentional.	124 125 126 127 128
5) Malicious acts or vandalism, strikes, lockouts, political or labor disturbances, civil commotions, riots, or the acts of any person or persons taking part in such occurrence or disorder.	129 130
(N) Any liability for, or any loss, damage, cost, expense, fine or penalty of any kind or nature whatsoever, whether statutory or otherwise, incurred by or imposed on the Assured, directly or indirectly, in consequence of, or with respect to, the actual or potential discharge, emission, spillage or leakage upon or into the seas, waters, land or air, of substances of any kind or nature whatsoever.	131 132 133 134

GENERAL CONDITIONS

NOTICE OF LOSS

It is a condition of this Policy that the Assured give prompt notice to the Underwriters of any casualty or occurrence which may result in a claim under this Policy. 135
136

FORWARDING OF PROCESS

It is a condition of this Policy that the Assured forward to the Underwriters, promptly upon receipt, copies of all communications, legal process and pleadings relating to any casualty or occurrence which may result in a claim under this Policy. 137
138
139

SETTLEMENT OF CLAIMS

- 1) It is a condition of the Policy that the Assured shall not make any admission of nor agree to assume any liability either before or after any casualty or occurrence which may result in a claim under this Policy. 140 141
- 2) It is a condition of this Policy that the Assured shall take such steps to minimize and avoid liability, before and after any casualty or occurrence, as would be taken by a prudent uninsured person. 142 143
- 3) The Underwriters shall have the option of naming the attorneys who shall represent the Assured in the prosecution or defense of any litigation or negotiations between the Assured and third parties concerning any claim covered by this Policy, and in any event, the Underwriters shall direct the progress of such litigation or negotiations. 144 145 146 147
- 4) If the Assured shall fail, or refuse, to settle any claim as authorized by the Underwriters, the liability of the Underwriters shall be limited to the amount for which settlement could have been made plus legal fees and disbursements incurred to the date the Assured fails or refuses to settle any such claim, less the amount of any deductible provided for in this Policy. If thereafter any amount is recovered against the Assured in excess of the amount of any settlement authorized by the Underwriters (less the deductible), such excess amount, plus any additional legal fees and disbursements, shall be solely for account of the Assured. 148 149 150 151 152 153

CLAIMS COOPERATION

The Assured shall aid in securing information, evidence, obtaining witnesses, and shall cooperate with the Underwriters in the defense of any claim or suit or in the appeal from any judgment, in respect of any casualty or occurrence as hereinbefore provided. 154 155 156

SUBROGATION

The Underwriters shall be subrogated to all the rights which the Assured may have against any other person or entity, in respect of any payment made under this Policy, to the extent of such payment, and the Assured shall, upon the request of the Underwriters, execute and shall deliver such instruments and papers as the Underwriters shall require and do whatever else is necessary to secure such rights. In the event of any agreement or act, past or future, by the Assured, whereby any right of recovery of the Assured against any person or entity is released or lost to which the Underwriters on payment of loss would be entitled to subrogation, but for such agreement or act, the Underwriters shall be relieved of liability under this Policy to the extent that their rights of subrogation have been impaired thereby; in such event the right of the Underwriters to retain or collect any premium paid or due hereunder shall not be affected. The Underwriters shall not be liable for the costs and expenses of prosecuting any claim or suit unless the same shall have been incurred with the written consent of the Underwriters, or the Underwriters shall be satisfied that such approval could not have been obtained under the circumstances without unreasonable delay and that such costs and expenses were reasonably and properly incurred, such costs and expenses being subject to the deductible. The Underwriters shall be entitled to take credit for any profit accruing to the Assured by reason of any negligence or wrongful act of the Assured's servants or agents, up to the measure of their loss, or to recover for their own account from third parties any damage that may be provable by reason of such negligence or wrongful act. 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172

OTHER INSURANCE

Provided that where the Assured is, irrespective of this insurance, covered or protected against any loss or claim which would otherwise have been paid by the Underwriters under this Policy, there shall be no contribution or participation by the Underwriters on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise. 173 174 175 176

ASSIGNMENTS

Neither this Policy nor any claim or demand against the Underwriters under this Policy shall be assigned or transferred, and no person, excepting a legally appointed Receiver of the property of the Assured, shall acquire any right against the Underwriters by virtue of this insurance without the express consent of the Underwriters endorsed hereon. This Policy shall cease to be in effect 10 days after appointment of a Receiver, Trustee or any other transferee of the Assured's assets. 177 178 179 180 181

TIME FOR SUITE CLAUSE

No action shall lie against the Underwriters for the recovery of any loss sustained by the Assured unless such action be brought against the Underwriters within one year after the final judgment or decree is entered in the litigation against the Assured, OR in case the claim against the Underwriters accrues without the entry of such final judgment or decree, unless such action be brought within one year from the date of the payment by the Assured of such claim, PROVIDED, however, that where such limitation of time is prohibited by the law of the State wherein this Policy is issued, then, and only in that event, no action under this Policy shall be sustainable unless commenced within the 182 183 184 185 186 187

shortest limitation permitted under the law of such State.

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

3 Assured

4 MICHAEL BRYANT

5

6 Whose address is 2697 CYPRESS MNR, WESTON, FL 33332-3432

7 Loss, if any, payable to

8 Assured or Order

9

10 Upon the As Per Attached Schedule of Vessels

11 Her hull, tackle, apparel, engines, boilers, machinery, appurtenances, equipment, stores, boats and furniture

12 From the 23rd day of March 2023

13 Until the 23rd day of March 2024

Beginning and ending at 12:01 AM Local Standard Time

14	AMOUNT INSURED HEREUNDER	RATE	PREMIUM	AGREED VALUATION
	As Per Attached Schedule of Vessels	As Per Attached Schedule of Vessels	As Per Attached Schedule of Vessels	As Per Attached Schedule of Vessels

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

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

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

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

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

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

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

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

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

31 ~~Negligence of master, mariners, engineers or pilots;~~

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

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

39 And it is further agreed that if the vessel named herein and/or her tow, if any, shall come into collision with any
40 other ship or vessel other than her tow, if any, and the assured in consequence of the vessel named herein being at
41 fault shall become liable to pay and shall pay by way of damages to any other person or persons any sum or sums in
42 respect of such collision, this Company will pay its proportion of such sum or sums so paid as the amount insured
43 hereunder bears to the agreed valuation of the vessel named herein, provided always that this Company's liability in
44 respect of any one such collision shall not exceed the amount insured hereunder. And in cases where the liability of
45 the vessel named herein has been contested or proceedings have been taken to limit liability, with the consent in writ-
46 ing of this Company, this Company will also pay a like proportion of the costs which the assured shall thereby incur,
47 or be compelled to pay; but when both vessels are to blame, then, unless the liability of the owners of one or both such
48 vessels becomes limited by law, claims under this Collision Liability Clause shall be settled on the principle of cross-
49 liabilities as if the owners of each vessel had been compelled to pay to the owners of the other of such vessels such
50 one half or other proportion of the latter's damages as may have been properly allowed in ascertaining the balance

51 or sum payable by or to the assured in consequence of such collision. Provided always that this clause shall in no
52 case extend to any sum which the assured may directly, indirectly, or otherwise incur or become liable to pay or
53 shall pay for: removal, destruction or abatement of, or any attempt or failure or neglect to remove, destroy or abate
54 obstructions or wrecks and/or their cargoes or any hazard resulting therefrom; loss of, or damage to, or expense,
55 including demurrage and/or loss of use thereof, in connection with any fixed or movable object, property or thing
56 of whatever nature (excepting other vessels and property thereon); loss of or damage to her tow; cargo, baggage
57 or engagements of the vessel named herein or of her tow; or for loss of life of, or injury to, or illness of,
58 any person. And provided also that in the event of any claim under this clause being made by anyone other than the own-
59 ers of the vessel named herein, he shall not be entitled to recover in respect of any liability to which the owners of the
60 vessel as such would not be subject, nor to a greater extent than the owners would be entitled in such event to recover.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

145 Warranted by the assured that there shall be no other insurance covering physical loss or damage to the
146 vessel named herein other than that which is provided in lines 15 through 33 hereof but permission is granted
147 to carry other insurance of whatever kind or nature not covered by this policy or additional amounts of insurance
148 of the kind or nature covered by this policy other than as provided in lines 15 through 33.

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

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

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

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

~~169 Warranted free of loss or damage in consequence of strikes, lockouts, political or labor disturbances, civil
170 commotions, riots, martial law, military or usurped power or malicious acts.~~

~~171 Either party may cancel this policy by giving ten days' notice in writing; if at the option of this Company
172 pro rata rates, if at the request of the assured short rates, will be charged — and arrival.~~

173 NAVIGATION LIMITS – SPECIAL CONDITIONS – ENDORSEMENT, ETC.

174 Attached to and made part of Policy No. JH28361 of the Atlantic Specialty Insurance Company

To be attached to and form a part of Policy No. JH28361
of Atlantic Specialty Insurance Company
Insuring MICHAEL BRYANT

In consideration of an additional premium, as provided below, this insurance is extended to cover additional risks, from and after 03/23/2023 in accordance with the following clause:

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

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

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

All other terms and conditions remaining unchanged.



Atlantic Specialty Insurance Company

This Endorsement, effective 03/23/2023 forms a part of Policy No. JH28361
issued to MICHAEL BRYANT

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

Notwithstanding any provision to the contrary within this Policy, it is agreed that this Policy excludes any injury, loss or damage arising directly or indirectly out of a "certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Policy.

All Other Terms and Conditions Remain Unchanged.

ASSURED: MICHAEL BRYANT

COLLISION LIABILITY ENDORSEMENT

In consideration of an additional premium of Included , it is agreed that P&I Clause from attached is extended to include Collision Liability subject to the following:

It is agreed that if the vessel named herein shall come into collision with any other ship or vessel, and the Assured or the surety in consequence of the vessel being at fault shall become liability to pay and shall pay by way of damages to any other person or persons any sum or sums in respect of such collision, the underwriters will pay the Assured or the surety, whichever shall have paid, provided always that their liability in respect to any one such collision shall not exceed the limit of liability stated herein; in cases where, with the consent in writing of underwriters, the liability of the vessel has been contested, or proceedings have been taken to limit liability, the underwriters will also pay a like proportion of the costs which the Assured shall thereby incur or be compelled to pay.

When both vessels are to blame, then, unless the liability of the owners or charterers of one or both such vessels becomes limited by law, claims under the collision liability clause shall be settled on the principle of cross-liabilities as if the owners and charterers of each vessel had been compelled to pay to the owners charterers of the other of such vessels such one-half or other proportion of the latter's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Assured in consequence of such collision.

The principles involved in this clause shall apply to the cause where both vessels are the property, in part or in whole, of the same owners or charterers, all questions of responsibility and amount of liability as between the two vessels being left to the decision of a single arbitrator, if the parties can agree upon a single arbitrator, or failing such agreement, to the decision of arbitrators, one to be appointed by the Assured and one to be appointed by the majority (in amount) of underwriters interested; the two arbitrators chosen to choose a third arbitrator before entering upon the reference, and the decision of such single arbitrator, or of any of such three arbitrators, appointed as above, to be final and binding.

Provided always that this clause shall in no case extend to any sum which the Assured or the surety may become liable to pay or shall pay in consequence of, or with respect to;

- (a) Removal or disposal of obstruction, wrecks or their cargoes under statutory powers or otherwise pursuant to law.
- (b) Injury or potential injury to real or personal property of every description, excepting other vessels or property thereon;
- (c) Cargo or other property on or the engagements of the vessel;
- (d) Loss of life, personal injury or illness;
- (e) The first As Per Schedule of each adjusted claim for collision liability.

The maximum limit of liability as respects any one occurrence involving collision liability and/or Protection & Indemnity shall be \$1,000,000 .

All Other Terms and Conditions Remain Unchanged.

Attached to and forming part of Policy No: JH28361
of the Atlantic Specialty Insurance Company

To be attached to and form a part of Policy No.: JH28361
of Atlantic Specialty Insurance Company
Effective Date: 03/23/2023
Insuring: MICHAEL BRYANT

AMERICAN INSTITUTE COMMUNICABLE DISEASE EXCLUSION (6/15/2020)

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith, and shall apply to all coverage sections, coverage parts, forms and endorsements forming part of this policy.

This insurance excludes coverage for:

- 1) any loss, injury, damage, liability, cost, or expense directly or indirectly arising from the actual, alleged, or suspected transmission or existence of a "Communicable Disease" or the substance or agent that causes the "Communicable Disease";
- 2) any liability for, or loss, cost, or expense incurred to identify, detect, prevent, clean up, detoxify, remove, eliminate, neutralize, monitor, or test for a "Communicable Disease" or the substance or agent that causes the "Communicable Disease";
- 3) any liability for, or loss, cost or expense arising out of, any loss of revenue, loss of hire, diminution of value, business interruption, loss of market, delay or any direct or indirect financial loss, howsoever described, as a result of, or relating to a "Communicable Disease" or the substance or agent that causes the "Communicable Disease";
- 4) any fines, penalties, or punitive or compensatory damages as a result of, or relating to (1), (2), or (3) above.

DEFINITION

"Communicable Disease" means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- b. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

All Other Terms And Conditions Of This Policy Shall Remain Unchanged.

ASSURED: MICHAEL BRYANT

MEDICAL PAYMENTS INSURANCE

This coverage is provided only for passengers injured while on, boarding or leaving the covered vessel.

LOSS COVERED

We will pay the reasonable medical, dental, ambulance, hospital, professional nursing and funeral expenses that become necessary due to a covered accidental bodily injury, caused by an accident occurring during the policy period.

LOSSES NOT COVERED (EXCLUSIONS)

We do not cover any person/passenger:

1. who is covered under any federal or state workers compensation law or act;
2. who is an employee of yours;
3. who is a trespasser;
4. who is the owner and/or named insured;
5. whose injury resulted from or was connected with being towed in or on a device designed for flight such as parasailing or kiteskiing.

We will pay for only those costs incurred within one year of the date of the accident.

We do not cover any liability assumed by the Assured under any contract or agreement.

A person presenting a claim under this Section must also:

1. submit to physical examination by physicians of our choice as often as we require;
2. provide to us or permit us to obtain copies of medical reports and other necessary medical records;
3. provide copies of any other insurance policies or other evidence of health coverage that may cover the claim;
4. furnish full obtainable information pertaining to the accident.

LIMIT OF LIABILITY

We will pay each injured passenger up to but not more than \$1,000.; but in no event shall this policy respond for more than \$1,000 any one accident or series of accidents arising out of the same event regardless of the number of passengers injured.

Our payment will be reduced by any amounts paid or recoverable from the injured person's health plan or medical insurance. Our payment will also be reduced by any amounts that we pay to or on behalf of the injured person under any other section of this policy.

ADMISSION OF LIABILITY

Any payment made under this section is not an admission of liability by you or us.

All other terms and conditions remain unchanged.

Attached to and forming part of Policy No: JH28361
of Atlantic Specialty Insurance Company

MACHINERY DAMAGE RESTRICTION

It is understood and agreed that the Taylor Form 1953 (Rev. 70) amended as follows:

- A. Lines 24, 25 & 26 are hereby deleted and replaced by the following:

“Any latent defect in the hull (excluding, however, the cost and expense of replacing or repairing a defective part);”

- B. Line 29, 30 & 31 is deleted and replaced by the following:

“Negligence of Charterers and/or repairers, provided such charterers &/or repairers are not assured(s) hereunder.; Negligence of master, mariners, engineers or pilots, but for hull only;”

TRANSIT AND SHORE PERILS

Notwithstanding anything to the contrary contained elsewhere in this policy, it is understood and agreed that the policy is extended to cover the insured vessel(s) while in transit by a land conveyance within the United States or while laid up on shore against loss or damage caused by fire, lightning, explosion, cyclone, tornado, windstorm, earthquake, flood (meaning rising navigable waters), collision or overturn of the vessel or land conveyance, theft and vandalism or malicious mischief.