



Commercial Insurance Binder

Presented to:

Chris Mowery

**MESIROW INSURANCE SERVICES INC
353 NORTH CLARK STREET
CHICAGO, IL 60654**

Representing:

**WHEATON PROPERTY PARTNERS, LLC
C/O WAVELAND PROPERTY GROUP, I
117 W WILLOW AVE
WHEATON, IL 60187**

Prepared by:

Sean Kelley
Underwriter

NOTE: This quotation is based upon your responses in the application or representations made by your agent. A change in any of your responses could affect this offer. All quotes are subject to the application of the correct modification factors, any pending rate changes, and risk reservation. No alterations in the proposal may be made without the prior written approval of CNA. This quotation is valid for 30 days or the inception date whichever is first.]

This represents a quote based on the information provided in the application and does not guarantee coverage. Coverages and limits quoted may differ from those requested in the application. The dollar amounts are estimates and may not be actual premiums. The agent does not have authority to bind premium amounts. Only the insurance policy can provide the actual coverages, conditions and premium.



333 S Wabash, Chicago, IL 50606

Sean Kelley
Underwriter

September 10, 2019

TO: Chris Mowery
Mesirow Insurance Services Inc
RE: Commercial Account Binder

Account Name:	WHEATON PROPERTY PARTNERS, LLC	New []	Renewal [x]
Effective Date:	October 24, 2018		

ACCOUNT PREMIUM RECAP

Coverage	Quote #	Eff/Exp Date	Company	Premium
PARAMOUNT	4012853481	10/24/19 To 10/24/20	Continental Insurance Co	\$17,563.00
Property				\$13,413.00
General Liability				\$4,150.00
Umbrella	4012853500	10/24/19 To 10/24/20	Continental Insurance Co	\$6,565.00
			Total Account Premium	\$24,128.00

DID YOU KNOW?

CNA offers a full suite of Management Liability and Crime coverages in one package policy. These include Directors & Officers, Employment Practices Liability, Fiduciary Liability, Crime and Kidnap/Ransom/Extortion coverages. For more details on these coverages, visit CNA.com.

If you place one or more of these coverages for your customer with a different carrier, and you would like a competitive quote from CNA, you can either send us the other carrier's application or find the CNA application on Agent Center, and select:

- Ñ I am searching for: **Applications**
- Ñ I want to filter them by **Product or Service: Management Liability**
- Ñ And choose the Epack **Extra New Business Application**



Account Quotation Is Subject To:

- Limits, Deductibles, Coverages and other specifics per Coverage sections attached

One or more of the CNA Property Casualty companies underwrites this program. CNA is a registered service mark and trade name of CNA Financial Corporation.

This information is for illustrative purposes only and is not a contract. It is intended to provide a general overview of the policy described. All coverages are not available in all states. Remember that only the policy can provide the actual description, terms, conditions and exclusions.



Account Name: WHEATON PROPERTY PARTNERS, LLC

IMPORTANT INFORMATION

NOTICE OF INSURANCE COVERAGE FOR ACTS OF TERRORISM AND DISCLOSURE OF PREMIUM

You are hereby notified that under the Terrorism Risk Insurance Act, as extended and reauthorized ("Act"), you have a right to purchase insurance coverage of losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, subject to all applicable policy provisions. The Terrorism Risk Insurance Act established a federal program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks.

The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism. Originally, the Act provided that, to be certified, an act of terrorism must cause losses of at least five million dollars and must have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest as part of an effort to coerce the government or population of the United States. However, the 2007 re-authorization of the Act no longer requires the act of terrorism to be committed by or on behalf of a foreign interest and certified acts of terrorism now encompass, for example, a terrorist act committed against the United States government by a United States citizen when the act is determined by the federal government to be "a certified act of terrorism".

In accordance with this Act, we are required to continue to offer you coverage for losses resulting from an act of terrorism that is certified under the federal program. The policy's other provisions, including nuclear, war or military action exclusions, will still apply to such an act. The premium for this coverage will be included for each coverage part as shown below under DISCLOSURE OF PREMIUM and is included in, not in addition to, the premium shown on the Account Premium Recap.

DISCLOSURE OF PREMIUM:

Quote Number	Coverage Part	Terrorism Premium*	Effective Date
4012853500	Umbrella	\$65	10/24/2019
4012853481	Property	\$177	10/24/2019
	Property - Fire Following *	\$266	10/24/2019
	Liability	\$41	10/24/2019

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States Department of the Treasury will pay a share of terrorism losses insured under the federal program. In 2015, the federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention, and shall decrease by 1 percentage point per calendar year until equal to 80%.

However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Calendar Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

Further, this coverage is subject to a limit on our liability, pursuant to the federal law where, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Calendar Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and, in such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

* Due to state Standard Fire Policy regulations, this premium must be retained even if certified acts of terrorism coverage is excluded for locations in the following states: CA, GA, HI, IA, IL, MA, ME, MO, NC, NJ, NY, OR, RI, WA, WV, and WI (the same regulations apply to terrorism premium retained for Inland Marine for locations in the states of CA, HI, ME, MO, OR and WI).



POLICY FORM SUMMARY:

The policy quoted includes the following forms, endorsements and exclusions, which may not be deleted.

POLICY NO : 4012853481 EFFECTIVE DATE : 10/24/19 EXPIRATION DATE : 10/24/20

FORM	ED. DATE	FORM NAME
CNA62641XX	10/15	First Party Glossary of Defined Terms
CNA62642XX	10/15	Common Terms and Conditions
CNA62647XX	10/15	First Party Terms and Conditions
CNA62814IL	01/18	Cancellation / Non-Renewal - Illinois
CNA62815IL	10/15	Amendatory Endorsement - Illinois
CNA62820XX	02/15	Policy Holder Notice - Countrywide
CNA75148IL	01/15	Civil Union Endorsement - Illinois
CNA81503XX	02/15	Cap on Losses from Certified Acts of Terrorism
CNA62728XX	09/12	Loss Payee or Mortgagee Schedule



LOCATION SUMMARY

Throughout this quotation, location numbers referenced will respond to the location summary shown below:

Loc	Address	City	ST	Zip Code
0001	120 E. LIBERTY DRIVE	WHEATON	IL	60187



PROPERTY

Quote #	4012853481	Company	Continental Insurance Co
Effective	10/24/19	Expiration	10/24/20

CNA PARAMOUNT – INCLUDED COVERAGES

The coverages are also provided under this policy (“Included” when referring to limits means the coverage is included within the applicable Real or Personal Property or Time Element coverages):

FEES,COSTS AND EXPENSES COVERAGES	
COVERAGES	LIMIT OF INSURANCE
Architects & Engineers and Other Professional Fees	Included within applicable Limit
Brands & Labels Costs and Expenses	Included within applicable Personal Property Limit
Debris Removal Costs and Expenses	Included within applicable Limit
Debris Removal - Additional Costs & Expenses	\$300,000 Each Location
Debris Removal - Uncovered Property	\$5,000 Each Location
Expediting Costs and Expenses	\$50,000 Each Location
Green Insured Property - Costs and Expenses	Included within applicable Limit
Green Insured Property - Time Element	Included within applicable Limit

OFF-SITE COVERAGES	
COVERAGES	LIMIT OF INSURANCE
Deferred Payments	\$25,000 Each Occurrence
Dependent Property - Time Element (Worldwide)	\$250,000 Each Occurrence
Installation Coverage	\$50,000 Each Occurrence
Mobile Computing Devices - Worldwide Coverage	\$25,000 Each Occurrence
Property at Unspecified Locations - Property Damage and Time Element - Each Location	\$100,000
Property at Unspecified Locations – Property Damage and Time Element – Unspecified Locations Combined	Not Applicable
Property in Transit - Property Damage and Time Element Combined	\$100,000 Each Occurrence
Worldwide Media and Accounts Receivable Coverage	\$100,000 Each Occurrence

ADDITIONAL COVERAGES	
COVERAGES	LIMIT OF INSURANCE
Contaminants or Pollutant Cleanup and Removal Coverage - Property Damage and Time Element Combined	\$50,000 Each Location
Contamination by a Refrigerant Coverage	\$25,000 Each Location
Contractual Penalties	\$50,000 Each Occurrence
Denial of Access to Premises - Civil Authority	Included within applicable Time Element Limit /30 days



ADDITIONAL COVERAGES	
COVERAGES	LIMIT OF INSURANCE
Denial of Access to Premises - Ingress/Egress	\$50,000 Each Location
Electronic Vandalism Coverage – Property Damage and Time Element Combined	\$50,000 Aggregate
Employee Theft (includes Employee Benefits Plans - ERISA)	\$50,000 Each Occurrence
Equipment Breakdown – Spoilage	\$250,000 Each Location
Expense to Reduce Loss – Business Income	Included within applicable Business Income Limit
Extended Indemnity Period – Business Income	365 days
Forgery or Alteration	\$50,000 Each Occurrence
Fungi, Wet Rot, Dry Rot and Microbe Coverage - Property Damage and Time Element Combined	\$50,000 Aggregate
Loss Adjustment Expense Coverage	\$25,000 Each Occurrence
Money and Securities	\$25,000 Each Occurrence
Newly Acquired - Other Property	\$1,000,000 Each Occurrence
Newly Acquired Location - Time Element	\$250,000 Each Occurrence
Newly Acquired or Constructed Property - Period of Coverage	180 days
Newly Acquired or Constructed Real Property	\$2,000,000 Each Occurrence
Ordinance or Law Coverage - Demolition and Repair Cost	\$2,500,000 Each Location
Ordinance or Law Coverage - Increased Period of Restoration	Included within applicable Time Element Limit
Ordinance or Law Coverage - Undamaged Insured Property	Included within applicable Limit
Pair or Set Coverage	Included within applicable Personal Property Limit
Protection of Property - Preservation of Insured Property	\$2,500 Each Occurrence
Protection of Property - Removal of Insured Property	365 days
Reported Unspecified Locations:	
- Real Property	Not Covered
- Personal Property	Not Covered
- Business Income	Not Covered
- Extra Expense	Not Covered
Research and Development Business Income	Included within applicable Business Income Limit
Research and Development Project Property	\$250,000 Each Location
Theft Damage to Non Owned Property	Included within applicable Personal Property Limit
Trees, Shrubs, Plants and Lawns Coverage	\$250,000 Each Location
Trees, Shrubs, Plants and Lawns Coverage	\$5,000 Each Item
Unintentional Errors or Omissions	\$250,000 Each Occurrence
Utility Supply Failure - Time Element (including Overhead Lines)	\$25,000 Each Occurrence



ADDITIONAL COVERAGES	
COVERAGES	LIMIT OF INSURANCE
Utility Supply Failure - Property Damage (including Overhead Lines)	\$500,000 Each Occurrence

ADDITIONAL COVERAGE BASKET	
COVERAGES	LIMIT OF INSURANCE
ADDITIONAL COVERAGE BASKET LIMIT INCLUDES THE FOLLOWING:	\$1,000,000 Each Location
- Accounts Receivable Coverage	
- Fine Arts Coverage (subject to Per Item Limit of \$100,000)	
- Fire Department Service Charge Coverage	
- Lessee Leasehold Interest Coverage	
- Lost Key Replacement Coverage	
- Non Owned Detached Trailers Coverage	
- Recharge of Fire Protection Equipment Coverage	
- Restoration of Media Coverage	
- Reward Payments Coverage	

OTHER POLICY PROVISIONS: The following coverage provisions also apply, unless noted otherwise.

Valuation	Replacement Cost Fine Arts – Market Value Finished Stock – Selling Price
Covered Cause of Loss	Covered Perils (See First Party Glossary of Definitions), not otherwise excluded.
Coinsurance	None, unless otherwise endorsed
EDP Equipment	Included as Personal Property, unless otherwise excluded
Equipment Breakdown	Mechanical Breakdown, Electrical Injury and Explosion or Rupture are covered perils, unless otherwise excluded

The following Blanket Limits apply only to those Locations for which the Limit of Insurance is shown as 'Included in Blanket' for applicable property or time element coverage.

COVERAGE	BLANKET LIMITS
Blanket Real and Personal Property	\$25,050,000

The Property Deductible shown below applies to all loss, damage, cost or expense covered by the Business Property Coverage Part, unless a more specific deductible is shown in the Schedule below, or at a location shown in the Location and Coverage Schedule. If a Qualifying Period is shown below, then the qualifying period will apply to all Business Income and Research and Development Business Income Coverage's. If the Deductible/Other column is shown as blank, the applicable deductible or qualifying period for the covered peril will apply.

MONETARY DEDUCTIBLES	Other Information	Deductible Amount
Property Deductible		\$5,000

CATASTROPHE COVERAGES POLICY LEVEL



COVERAGE	DEDUCTIBLE/OTHER	LIMIT OF INSURANCE
Flood Coverage		
- Flood Deductible - Each Location	See Business Property Schedule of Locations	
- Flood (Group 1)- Location Limit		See Business Property Schedule of Locations
- Flood (Group 1)- Occurrence Limit		\$5,000,000
- Flood (Group 1)- Aggregate Limit		\$5,000,000
Earthquake Coverage		
- Earthquake Deductible - Each Location	See Business Property Schedule of Locations	
- Earthquake (Group A)- Location Limit		See Business Property Schedule of Locations
- Earthquake (Group A)- Occurrence Limit		\$5,000,000
- Earthquake (Group A)- Aggregate Limit		\$5,000,000

OTHER POLICY LEVEL COVERAGES:		
COVERAGE	DEDUCTIBLE/OTHER	LIMIT OF INSURANCE
Real Estate Firms Property Extension		
- Emergency Evacuation Expense Coverage		\$25,000 Each Occurrence
- Emergency Management Coverage		\$25,000 Each Occurrence
- Lessor's Leasehold Interest Coverage		\$25,000 Each Location
- Real Estate Tax - Increased Assessment Coverage		\$50,000 Each Occurrence
- Tenant Move Back Expenses Coverage		\$25,000 Each Occurrence
- Tenant Replacement Expense Coverage		\$25,000 Each Occurrence

LOCATION COVERAGE		
LOC #0001	Address: 120 E. LIBERTY DRIVE, WHEATON, IL 60187	
COVERAGE	DEDUCTIBLE/OTHER	LIMIT OF INSURANCE
Real Property		Included in Blanket
Personal Property		Included in Blanket
Business Income and Extra Expense		\$2,255,059
Earthquake Coverage (Group A)	\$50,000	\$5,000,000
Flood (Group 1)	\$50,000	\$5,000,000



Total Location and Reported Unspecified Location Premium	\$12,940.00
Total Dependent Property (Domestic Premises) Premium	\$0.00
Total Policy Level Coverages Premium	\$473.00
Property Taxes, Fees, and Surcharges	\$0.00
Terrorism Premium	\$177.00
Terrorism – Fire Following Premium	\$266.00
Additional to Meet Minimum Premium	\$0.00
Total Property Premium	\$13,413.00

FORM SUMMARY:

The policy quoted includes the following forms, endorsements and exclusions, which may not be deleted.

FORM	ED. DATE	FORM NAME
CNA62648XX	10/15	Business Property Coverage Part
CNA62705XX	10/15	Earthquake Endorsement (Sublimits)
CNA62716XX	10/15	Flood coverage Endorsement
CNA62823XX	07/17	Req For Jurisdictional Inspection Of Pressure Equip
CNA62662XX	10/15	Real Estate Firms Property Extension Endorsement
CNA62834IL	04/17	Mine Subsidence Insurance Policyholders in IL



GENERAL LIABILITY

Quote #	4012853481	Company	Continental Insurance Co
Effective	10/24/19	Expiration	10/24/20

LIMITS:

General Liability Coverages	
Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Medical Expense Limit – Any One Person	\$15,000
Damage to Premises Rented to You Limit	\$100,000
Products/Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit	\$2,000,000

Location: Exposure/Premium/Coverage Summary

Loc	Class Code	Coverage/Hazard Descriptions	Exposure	Prem Basis	Net Rate Premises	Net Rate Prod/CO	Total Estimated Premium
0001	80113	Buildings or Premises - Bank or Office Mercantile or Manufacturing (Lessor Risk Only) Not Maintained. Products - Completed Operations are subject to the General Aggregate Limit	117,635	(A)	34.081		\$4,009

Ratings and Premium Basis:

(S) - Gross Sales, (P) - Payroll, (A) - Area, (C) - Total Cost, (M) - Admissions, (U) - Unit/Each, (T) – Other
Please refer to form # CNA75144XX 01-15 for full definitions of premium basis

Policy Level Coverages	Exposure	Prem Basis	Rate/%	Estimated Premium
General Liability Extension Endorsement		(SL)	1%	\$100

General Liability Taxes, Fees, and Surcharges	\$0.00
Terrorism Premium	\$41.00
Additional to Meet Minimum Premium	\$0.00
Total General Liability Premium	\$4,150.00



FORM SUMMARY:

The policy quoted includes the following forms, endorsements and exclusions, which may not be deleted.

FORM	ED. DATE	FORM NAME
CNA75144XX	04/15	Policy Holder Notice - Countrywide - Premium Basis Used on Liability Schedules
CNA89319XX	06/17	Policy Holder Notice - Countrywide
CG0001	04/13	Commercial General Liability Coverage Form
CNA74879XX	01/15	General Liability Extension Endorsement
CNA74745XX	01/15	Additional Insured - Designated Person or Organization Endorsement
CNA74843XX	01/15	Pollution Exclusion Amendatory Endorsement
CNA74687XX	01/15	Silica Exclusion Endorsement
CNA74708IL	01/15	Fungi / Mold / Mildew / Yeast / Microbe Exclusion Endorsement - Illinois
CNA74761XX	01/15	Employment-Related Practices Exclusion Endorsement
CNA75089XX	01/15	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - with Limited Bodily Injury Exception Endorsement
CNA75116XX	01/15	Amendment - Infringement of Copyright, Patent, Trademark Trade Secret or Other Intellectual Property Rights or Laws Endorsement
CNA62646XX	01/15	Bridge Endorsement
CNA74702XX	01/15	Changes - Notice of Cancellation or Material Restriction Endorsement
CNA74726XX	01/15	Calculation of Premium Endorsement
CNA75244ZZ	01/15	Amendatory Endorsement - Defense Costs
CNA74719XX	01/15	Asbestos Exclusion Endorsement
CNA74727XX	01/15	Nuclear Energy Liability Exclusion Endorsement (Broad Form)



UMBRELLA

Quote #	4012853500	Company	Continental Insurance Co
Effective	10/24/19	Expiration	10/24/20

LIMITS:

Each Incident Limit:	\$10,000,000
Aggregate:	\$10,000,000
Policy Aggregate:	N/A
Aggregate Products-Completed Operations Hazard:	\$10,000,000
Crisis Management Expenses Aggregate:	\$300,000
Key Employee Replacement Expenses Aggregate:	\$100,000
Self Insured Retention	\$10,000
Terrorism Premium	\$65.00
Premium	\$6,565.00

This CNA quote is conditioned upon verification of underlying coverage, limits and premium. You must promptly advise us of any material change in the underlying coverage relied upon for purposes of creating this quote. In the event of such material change, CNA reserves the right to revise or withdraw this quote.

FORM SUMMARY:

The policy quoted includes the following forms, endorsements and exclusions, which may not be deleted.

FORM	ED. DATE	FORM NAME
CNA62814IL	01/18	CANCELLATION AND NON-RENEWAL ENDORSEMENT - ILLINOIS
CNA75501XX	03/15	CNA PARAMOUNT EXCESS AND UMBRELLA LIABILITY DECLARATIONS
CNA75504XX	03/15	CNA PARAMOUNT EXCESS AND UMBRELLA LIABILITY POLICY
CNA75532XX	01/15	NOTICE OFFER OF TERRORISM COVERAGE DISCLOSURE OF PREMIUM
CNA75576XX	03/15	EMPLOYER'S LIABILITY EXCLUSION ENDORSEMENT
CNA76449XX	03/15	OWNED AUTOMOBILE LIABILITY EXCLUSION ENDORSEMENT
CNA76492XX	03/15	UNDERLYING INSURANCE COVERAGE LIMITATION ENDORSEMENT
CNA76579IL	03/15	STATE AMENDATORY ENDORSEMENT ILLINOIS
CNA76614XX	03/15	POLICYHOLDER NOTICE OF AC REQUIREMENTS
CNA76626XX	07/16	POLICY LIMITATION DISCLOSURE NOTICE
CNA84401XX	12/15	PAYMENT PLAN SCHEDULE
CNA88301XX	08/17	AMENDMENT TO NAMED INSURED



WARRANTY OF UNDERLYING COVERAGE:

Umbrella coverage is being quoted based on the following underlying coverages and limits in place with effective dates that are concurrent with the quoted umbrella effective dates. Changes to the insurer or underlying limits of insurance or failure to purchase the underlying coverages referenced will change the pricing and/or coverage structure of the umbrella, and may effect our decision to offer any Umbrella coverage. Binding this coverage indicates an acknowledgement of the information shown below. Any change during the policy period must promptly be reported to us and may result in cancellation of coverage.

INSURED WARRANTS THAT THE FOLLOWING COVERAGES ARE IN PLACE AND WILL BE MAINTAINED THOUGHOUT THE POLICY PERIOD. THIS IS A MATERIAL CONDITION UPON WHICH THE INSURANCE CARRIER HAS RELIED IN QUOTING YOUR UMBRELLA COVERAGE:

- I. General Liability: As per CNA Quotation attached
- II. Automobile Liability: As per CNA Quotation attached
- III. Employers Liability: As per CNA Quotation attached

IV. Other CNA Coverage:

If carrier other than CNA, complete below:

Employers Liability:

Carrier:	
Effective Dates:	
Each Accident:	\$
Disease – Policy Limit:	\$
Disease – Each Employee:	\$

Warranties and representations made regarding underlying coverages apply to Umbrella.

Note: If the carrier information is not filled in, this quotation is subject to your completion of this form indicating coverage with an admitted carrier with a rating of A-VII or better by A.M.Best.

UWS Rev. 9/25/15 (WarranUC.doc)



REJECTION OF CERTIFIED ACTS OF TERRORISM COVERAGE

INSTRUCTIONS TO INSURED:

You are hereby notified that under the Terrorism Risk Insurance Act, as extended and reauthorized ("Act"), you have a right to purchase insurance coverage of losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, subject to all applicable policy provisions. The Terrorism Risk Insurance Act established a federal program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks.

This Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism, which is an act committed by an individual or individuals to coerce the government or population of the United States, that results in aggregate losses of \$5 million or more. The 2007 re-authorization no longer requires the act of terrorism to be committed by or on behalf of a foreign interest and certified acts of terrorism now encompass, for example, a terrorist act committed against the United States government by a United States citizen when the act is determined by the federal government to be "a certified act of terrorism."

You may choose to exclude Certified Acts of Terrorism, as described above. This Rejection of Certified Acts of Terrorism Coverage Form is valid only if fully completed and returned to us. To reject coverage, the "Reject" area must be checked, and the "Policy Number" and "Policy Period" must be indicated. In addition, the SIGNATURE BLOCK (below) must be completed in its entirety. The applicable policy will then be endorsed to exclude terrorism, and the premium recalculated.

The states of CA, CT, GA, HI, IA, IL, MA, ME, MO, NC, NJ, NY, OR, RI, WA, WI, and WV have Standard Fire Policy (SFP) statutes that are applicable to your property coverage and, in CA, ME, MO, OR and WI, to your Inland Marine coverages. In these states, coverage is required to be provided for fire damage that results or follows from any cause of loss, even those that are otherwise excluded. As a result, although certified acts of terrorism are excluded from your policy, we are statutorily required to insure against fire damage that might result from otherwise excluded acts of terrorism. The states of CA, IL and NY also have capping regulations that limit the terrorism premium (including the applicable premium because of SFP statutes) to no more than 25% of the property premium. Accordingly, if you reject coverage for certified acts of terrorism for property coverage you may only receive a partial premium return or no return premium because the terrorism premium is recalculated, applying the 25% cap to premium still due based on the SFP statutory requirements and which may exceed the return of the non-SFP portion of the premium. In addition, certain states may not allow coverage for certified acts of terrorism to be rejected. Finally, terrorism coverage cannot be rejected for Workers' Compensation in any state.

If the circumstances in the above paragraphs apply, the United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. In 2015, the federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention, and shall decrease by 1 percentage point per calendar year until equal to 80%.

However, if aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a Calendar Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

Further, this coverage is subject to a limit on our liability, pursuant to the federal law where if aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a Calendar Year (January 1 through December 31) and we have met our insurer deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

This Rejection of Certified Acts of Terrorism Coverage Form applies only during the "Policy Period" indicated below. Please consult your CNA agent with any questions regarding this form.



REJECTION OF TERRORISM STATEMENT

Coverage Part/Policy Form	Reject	Policy Number	Policy Period	
Property	X	PMT 4012853481	10/24/19	10/24/20
Liability	X	PMT 4012853481	10/24/19	10/24/20
Umbrella	X	CUE 4012853500	10/24/19	10/24/20

I hereby acknowledge that I have been notified that under the Terrorism Risk Insurance Act, any covered losses caused by a "Certified Act of Terrorism" will be partially reimbursed by the United States and I have been notified of the amount of my premium of such coverage.

I hereby agree to the rejection of terrorism coverage for the listed coverage parts, as indicated above. I understand that a rejection of terrorism coverage means the exclusion of foreign and domestic acts of terrorism that are determined by the Department of Treasury to be Certified Acts of Terrorism as defined in the Terrorism Risk Insurance Act. I also recognize by waiving this coverage, the insurer has no obligation to add terrorism coverage at a later date within this policy term. I hereby agree that I am abiding by the rules and terms of my mortgagee, loss payee or additional insured as interest may appear, and have notified them of my intent to reject coverage.

SIGNATURE BLOCK

By: _____ Authorized Representative's Signature	_____ Authorized Representative's Title
<u>WHEATON PROPERTY PARTNERS, LLC</u> _____ Named Insured	_____ Date of Signature

CNA Update 10/30/2015 (TRIAREj.doc)