

BUSINESS OWNERS INSURANCE POLICY DECLARATION

Issued by **FirstNet Insurance Company**

Policy Number : 202406000531AGA-0001N
Policy Period : From **06/28/2024** to **06/28/2027** at 12:01 A.M. Standard Time
Name of Insured : **Villa Rosario Condominium Homeowners Association**
Address : **P.O. Box 142**
Dededo, Guam 96929
Policy Territory : **Guam**

Endorsements applicable to this Policy: Per Declaration Schedule attached

COVERAGES

Special Note: Insurance is provided with respect only to those coverages for which a premium is indicated herein

Section I - Building and Business Personal Property

Coverage	Limit of Insurance	Premium
Coverage A - Buildings <input checked="" type="checkbox"/> Replacement Cost Value <input type="checkbox"/> Actual Cash Value Basis	Per attached schedule	\$218,250.00
Coverage B - Business Personal Property		

Premium Section I **\$218,250.00**

Section II - Business Liability

Coverage	Limit of Insurance	Premium
Coverage C - Business Liability The Limit of Insurance with respect to the products and completed operations hazards combined are an aggregate limit for all occurrences during the policy Period	Bodily Injury each occurrence aggregate	
	Property Damage each occurrence aggregate	
	Combined Single Limit \$1,000,000.00 each occurrence aggregate	\$2,960.40
Coverage D - Medical Expenses	\$1,000.00 each person \$10,000.00 each accident	\$740.10

Premium Section II **\$3,700.50**
2% Assessment Fee (Public Law 21-10) **\$75.00**

Section III - Workmen's Compensation and Employers Liability

Coverage E - This Policy applies to the Workmen's Compensation Law and any Occupational Disease law of:				
Classification of Works	Code No.	Premium Basis	Rates	Estimated Annual Premium
Not Covered			%	
Minimum Premium:		Total Estimated Annual Premium		
Coverage F - Employers Liability: Limit of Liability			Premium	

Premium Section III **\$0.00**

Other Coverages

In considering of the additional premium and subject to Endorsement(s) incorporated herein, this Policy is extended to cover the following:

Optional Coverage	Limit of Insurance	Deductible	Premium
Fire Legal Liability	\$100,000.00	\$0.00	\$49.50
		Premium	\$49.50
		Total Premium	\$222,000.00
		Plus 2% Assessment Fee of G.L.	\$75.00

FirstNet Insurance Company

Date Issued: **06/28/2024**

CLT 6248/COV 9/AGT 70/UND 36/REG

By: _____



Authorized Representative

Moylan's Insurance Underwriters, Inc.
General Agent

Policy No. **202406000531AGA-0001N**

Name of Insured : **Villa Rosario Condominium Homeowners Association**

DECLARATION SCHEDULE

Notwithstanding anything contained herein to the contrary and unless specifically detailed and specified hereunder, the cover provided under Section 1 Coverage A & B is as so specified.

Covered Causes of Loss: Fire & Lightning, Earthquake, Explosion, Smoke, Aircraft or Vehicle Damage, Riots or Civil Commotion, Tidal Wave, Flood, Highwater and Overflow, Typhoon, Vandalism

Additional Coverages: a. Debris Removal, b. Preservation of Property, c. Fire Department Service and f. Pollutant Clean Up and Removal

Coverages Extensions: N/A

Limit of Insurance: Per Attached Schedule of Property

Co-Insurance: Per Attached Schedule of Property

Deductible: Per Attached Deductible Endorsement

Description: Per Attached Schedule of Property

Mortgagee: Refer to Schedule of Unit Owner and Mortgagee

Subject to the following clauses/riders or endorsements attached to and forming part of this policy:

Section I - Building and Business Personal Property

- Building Limitation Clause
- Co-Insurance Clause – 100%
- Communicable Disease Exclusion – LMA5394 (Property Insurance)
- Condominium Additional Provisions
- Condominium Association Coverage
- Cyber Loss Limited Exclusion Clause No. 1 – LMA5410 (Property insurance)
- Deductible Endorsement
- Earthquake Shock Clause
- Electronic Data Endorsement B
- Electronic Date Recognition Exclusion
- Fungi Exclusion Endorsement
- Insurance On Solar Energy Systems
- Lender's Loss Payable Clause
- Notice and Acknowledgement of Co-Insurance Clause
- Replacement Cost Endorsement
- Schedule of Unit Owners and Mortgagee
- Tidal Wave, Flood, Highwater and overflow
- Typhoon Endorsement
- Valued Policy Endorsement

Section II - Business Liability

- Asbestos Exclusion Clause
- Communicable Disease Exclusion Clause
- Communicable Disease Exclusion – LMA5399 (Casualty Insurance)
- Cyber Incident Exclusion Clause
- Defense Costs and Claims Expenses Endorsement
- Employment Related Practices Liability Exclusion Endorsement
- Fire Legal Liability Endorsement
- General Liability Hazards Endorsement
- Notice of Attachment of Defense Costs and Claims Expenses Endorsement
- Pollution Exclusion Clause
- Punitive Damages Exclusion Endorsement
- Y2K Exclusion Clause

Endorsement applicable to Section I, II, & III

- Exclusion of Certified Acts of Terrorism
- Payment Schedule Agreement
- Three Year Term Agreement

Attached to and forming part of Part Two-Declaration Page

Effective Date of this Page: 06/28/2024

Wherever a policy provision refers to the Declarations, such reference shall also apply to this Declaration Page.

FirstNet Insurance Company

Date Issued: 06/28/2024

CLT 6248/COV 9/AGT 70/UND 36/REG

By: _____

A handwritten signature in black ink, appearing to be 'W. Kelly', written over a horizontal line.

Authorized Representative
Moylan's Insurance Underwriters, Inc.
General Agent

Policy No. : 202406000531AGA-0001N

Name of Insured : Villa Rosario Condominium Homeowners Association

SCHEDULE OF PROPERTY

<u>Item</u>	<u>Covered Causes of Loss</u>	<u>Limit of Insurance</u>	<u>Rate</u>	<u>Coins</u>	<u>Premium</u>
1) On a three storey building including air conditioning and carpets consisting of 33 units occupied as a residential condominium, constructed of reinforced concrete walls and roof known as "Building A" located at Lot 11064-N-3 Macheche, Dededo, Guam.					
Building	Fire & Lightning	\$5,815,000.00	0.0900 %	100%	\$4,710.15
	Typhoon	\$5,815,000.00	0.5300 %	100%	\$27,737.55
	Earthquake	\$5,815,000.00	0.1300 %	100%	\$6,803.55
	Vandalism	\$5,815,000.00	0.0800 %	100%	\$4,186.80
	Explosion, Smoke, Aircraft or Vehicle	\$5,815,000.00	0.0200 %	100%	\$1,046.70
	Tidal Wave, Flood, Highwater and Overflow	\$5,815,000.00	0.1000 %	100%	\$5,233.50
	Riots or Civil Commotion	\$5,815,000.00	0.0200 %	100%	\$1,046.70
2) On a three storey building including air conditioning and carpets consisting of 45 units occupied as a residential condominium, constructed of reinforced concrete walls and roof known as "Building B" located at Lot 10064-N-3 Macheche, Dededo, Guam.					
Building	Fire & Lightning	\$7,600,000.00	0.0900 %	100%	\$6,156.00
	Typhoon	\$7,600,000.00	0.5300 %	100%	\$36,252.00
	Earthquake	\$7,600,000.00	0.1300 %	100%	\$8,892.00
	Vandalism	\$7,600,000.00	0.0800 %	100%	\$5,472.00
	Explosion, Smoke, Aircraft or Vehicle	\$7,600,000.00	0.0200 %	100%	\$1,368.00
	Tidal Wave, Flood, Highwater and Overflow	\$7,600,000.00	0.1000 %	100%	\$6,840.00
	Riots or Civil Commotion	\$7,600,000.00	0.0200 %	100%	\$1,368.00
3) On a three storey building including air conditioning and carpets consisting of 33 units occupied as a residential condominium, constructed of reinforced concrete walls and roof known as "Building C" located at Lot 10064-N-3 Macheche, Dededo, Guam.					
Building	Fire & Lightning	\$5,832,500.00	0.0900 %	100%	\$4,724.33
	Typhoon	\$5,832,500.00	0.5300 %	100%	\$27,821.03
	Earthquake	\$5,832,500.00	0.1300 %	100%	\$6,824.03
	Vandalism	\$5,832,500.00	0.0800 %	100%	\$4,199.40
	Explosion, Smoke, Aircraft or Vehicle	\$5,832,500.00	0.0200 %	100%	\$1,049.85
	Tidal Wave, Flood, Highwater and Overflow	\$5,832,500.00	0.1000 %	100%	\$5,249.25
	Riots or Civil Commotion	\$5,832,500.00	0.0200 %	100%	\$1,049.85
4) On a three storey building including air conditioning and carpets consisting of 30 units occupied as a residential condominium, constructed of reinforced concrete walls and roof known as "Building D" located at Lot 10064-N-3 Macheche, Dededo, Guam.					
Building	Fire & Lightning	\$5,250,000.00	0.0900 %	100%	\$4,252.50
	Typhoon	\$5,250,000.00	0.5300 %	100%	\$25,042.50
	Earthquake	\$5,250,000.00	0.1300 %	100%	\$6,142.50
	Vandalism	\$5,250,000.00	0.0800 %	100%	\$3,780.00
	Explosion, Smoke, Aircraft or Vehicle	\$5,250,000.00	0.0200 %	100%	\$945.00
	Tidal Wave, Flood, Highwater and Overflow	\$5,250,000.00	0.1000 %	100%	\$4,725.00
	Riots or Civil Commotion	\$5,250,000.00	0.0200 %	100%	\$945.00
5) Common Area Property consisting of two storey building, occupied as office, security and laundry facility, including swimming pool, barbeque area, cabana, playground and others located at Lot 10064-N-3 Macheche, Dededo, Guam.					
Building	Fire & Lightning	\$502,500.00	0.0900 %	100%	\$407.00
	Typhoon	\$502,500.00	0.5300 %	100%	\$2,396.93
	Earthquake	\$502,500.00	0.1300 %	100%	\$587.93
	Vandalism	\$502,500.00	0.0800 %	100%	\$361.80
	Explosion, Smoke, Aircraft or Vehicle	\$502,500.00	0.0200 %	100%	\$90.45
	Tidal Wave, Flood, Highwater and Overflow	\$502,500.00	0.1000 %	100%	\$452.25
	Riots or Civil Commotion	\$502,500.00	0.0200 %	100%	\$90.45

Total Annual Property Premium

\$218,250.00

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the policy, exception as hereinafter set forth.

Effective Date of this endorsement : 06/28/2024

FirstNet Insurance Company

Date Issued: 06/28/2024

CLT 6248/COV 9/AGT 70/UND 36/REG

By: _____



Authorized Representative
Moylan's Insurance Underwriters, Inc.
General Agent

IMPORTANT NOTICE

This policy contains a co-insurance clause. If the amount of insurance purchased is not equal to 100% of the actual cash value of your insured property, then the settlement you will receive arising from future losses will not be sufficient to replace the loss you have suffered. It is your responsibility as the Insured to make certain the insured value, as stated below, is equal to the actual cash value of your insured property if you desire full protection.

100% COINSURANCE CLAUSE

This company shall not be liable for a greater proportion of any loss or damage to the property described herein than the sum hereby insured bears to **ONE HUNDRED PERCENT (100 %)** of the actual cash value of said property at the time such loss shall happen, nor for more than the proportion which sum insured under this policy bears to the total insurance thereon.

If the insurance under this policy be divided into two or more items, the foregoing shall apply to each item separately.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits, or conditions of the policy, except as hereinabove set forth.

BUILDING(S)	INSURED VALUE
	\$25,000,000.00

Attached to and forming part of Policy No. 202406000531AGA-0001N

FirstNet Insurance Company

Date Issued: 06/28/2024
CLT 6248/COV 9/AGT 70/UND 79/REG

By: _____



Authorized Representative
Moylan's Insurance Underwriters Inc.
General Agent

ELECTRONIC DATA ENDORSEMENT B

1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

a) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTE VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communication, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to "Trojan Horses", "worms" and "time or logic bombs".

b) However, this exclusion does not apply in the event that a peril listed below (being a peril insured by this policy but for this exclusion) results from any of the matters described in paragraph a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils

Fire, Explosion, Lightning, Windstorm, Hail, Tornado, Cyclone, Hurricane, Earthquake, Volcano, Tsunami, Flood, Freezing, Wight of Snow, Impact by Aircraft or other aerial objects dropped therefrom, impact by any Road Vehicle or Animal, Bursting Overflowing Discharging or Leaking of Water Tanks Apparatus or Pipes, Theft of Electronic Data solely where such Theft is accompanied by Theft of the computer hardware, firmware, medium, microchip, integrated circuit or similar device containing such Electronic Data.

c) For the purposes of the Basis of Settlement provision in this Policy, computer systems records includes Electronic Data as defined in paragraph (a) above.

Any terrorism exclusion in this Policy or any endorsement thereto prevails over this endorsement.

2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering or any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored, the basis of valuation shall be the cost of the blank media. However, this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

Electronic data processing media means any vehicle upon which electronic data is recorded and stored, such as magnetic tapes, hard disks, floppy disks, compact discs, optical disks, disks or diskettes.

All other terms and conditions of the policy remain unaltered.


This endorsement is effective as of inception of the policy to which it is attached.

Attached to and forming part of Policy No. 202406000531AGA-0001N issued to Villa Rosario Condominium Homeowners Association

FirstNet Insurance Company

Date issued: 06/28/2024

By: _____


Authorized Representative
Moylan's Insurance Underwriters Inc.
General Agent

ELECTRONIC DATE RECOGNITION EXCLUSION

Words that appear in quotation marks in this endorsement have special meaning. Refer to Section B - DEFINITIONS.

A. EXCLUSION

Notwithstanding any other terms or conditions, this Policy, including any other endorsement which may attached to it does not insured against any loss, damage, cost, claim or expense directly or indirectly arising out of or relating to:

1. The failure of any "system", whether the property of the insured or others, to "recognize" any "data" involving any "date change"; or,
2. Any "modification" or any "system", whether the property of the insured or others, to permit such "system" to "recognize" any "data" involving any "date change".

This exclusion shall apply regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

However, if physical loss or damage not otherwise excluded by this Policy results, then subject to all its terms and conditions, this Policy shall be liable only for such resulting loss or damage. Each occurrence of resulting physical loss or damage shall be adjusted separately, and each occurrence shall be subject to the provisions regarding sub-limits and deductibles specified in this Policy.

In the event physical loss or damage not otherwise excluded by this Policy results to any "system", this Policy, including any other endorsement which may be attached to it, does not insure against any loss, damage, cost, claim or expense, whether preventive, remedial, or otherwise, arising out of or relating to any "modification" of any "system", whether the property of the insured or others, to permit such "system" to "recognize" any "data" involving any "date change".

B. DEFINITIONS

1. "System" means any computer system, hardware, firmware, program, or software or any microchip, integrated circuit, or similar device in computer equipment or non-computer equipment.
2. "Recognize" means to recognize, interpret, calculate, compare, differentiate, distinguish, accept, sequence or process.
3. "Data" means any data, instruction or information.
4. "Date Change" means the date change to the year 2000, the date change in any leap year or any other date change.
5. "Modification" means any modification, change, addition, alteration or correction.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated.

FirstNet Insurance Company

Date Issued: 06/28/2024

By: _____


Authorized Representative
Moylan's Insurance Underwriters Inc.
General Agent

VALUED POLICY ENDORSEMENT

It is hereby declared and agreed that with respect to the insurance of the building(s) insured under the policy of which this endorsement is made a part, in the event of total loss, said policy shall be considered a Valued Policy as defined under Title 22 GCA §18307. In the event of partial loss, the condition of the attached Coinsurance Clause shall apply.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits, or conditions of the Policy, except as hereinabove set forth.

Attached to and forming part of Policy No. **202406000531AGA-0001N**
issued to: **Villa Rosario Condominium Homeowners Association**

FirstNet Insurance Company

Date Issued: **06/28/2024**
CLT 6248/COV 9/AGT 70/UND 79/REG

By:



Authorized Representative
Moylan's Insurance Underwriters Inc.
General Agent

NOTICE AND ACKNOWLEDGMENT OF COINSURANCE CLAUSE

The policy you are acquiring includes a coinsurance clause, which provides for a pro-rated division of any loss between you and the insurance carrier if the amount of insurance under the policy is less than the actual cash value of the property insured at the time of loss. "Actual cash value" means the cost to rebuild or replace the insured property as new, less depreciation. For example, if the actual cash value of the property is \$10,000 and the amount of insurance is only \$5,000, the insurance carrier will only pay 50% of any loss or damage suffered. As such, if you desire full coverage in the event of a loss, it is essential that you make certain that the amount of insurance as stated in the policy is equal to the actual cash value of the insured property.

If the insurance on the building insured under this policy is subject to the Replacement Cost provision, then, if you desire full coverage in the event of loss, you must make certain that the amount of insurance as stated in the policy is equal to the replacement cost of the building. "Replacement Cost" means the cost to rebuild or replace the insured property as new, without deducting depreciation. Please refer to the specific provision on replacement cost under your policy, for a full description of the implications of underinsurance.

This clause is required pursuant to Title 22 GCA §32201 (c)(14).

ACKNOWLEDGMENT BY INSURED

I/We hereby acknowledge having read the foregoing Notice and Acknowledgment of Co-insurance Clause and confirm full understanding thereof.

Date: 06-27-24

Fred Aguirre
Printed Name/Title
[Signature]
Signature/Date

WITNESS:

Corisse Untalan Quintana
Printed Name/Signature

Building Limitation Clause

Notwithstanding anything contained in the policy to the contrary, it is hereby mutually understood and agreed that the insurance provided by the Company on the building described under this policy shall not include building additions or extensions, such as but not limited to carports, patios, balconies, outdoor kitchens, fences, etc., which are not of the same type of construction as the main structure as indicated in the Declarations, whether or not such addition or extension is attached thereto or adjoining or in contact therewith. It is further declared and agreed that the contents of such building additions or extensions are not included under the coverage for contents under this policy, if any.

This limitation applies to all perils provided under this Policy.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the policy, except as herein set forth.

This endorsement is effective as of inception of the policy of which this form is made a part.

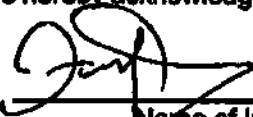
FIRST NET INSURANCE COMPANY

Date issued 06/28/2024

By: 
Authorized Representative
Moylan's Insurance Underwriters, Inc.
General Agent

ACKNOWLEDGMENT AND CONFIRMATION

I/We hereby acknowledge having read the above condition and confirm full understanding thereof.

By: 
Name of Insured
Date: 06-29-24

LENDER'S LOSS PAYABLE CLAUSE

Loss, if any, under this policy shall be payable to
Refer to Schedule of Unit Owner's and Mortgagee

as lender, mortgagee, or trustee, as interest may appear.

It is understood that the Lender, Mortgagee or Trustee now has or will acquire from time to time an insurable interest in certain property insured under this policy as established by warehouse receipts, bills of lading, or other documentary or written evidence.

This insurance, solely as to the interest therein of the Lender, Mortgagee or Trustee, shall not be impaired or invalidated by any act or neglect of the borrower, mortgagor or owner of the within described property except as provided in the last paragraph hereof, nor by any change in the title or ownership of the property, nor by the occupation of the premises wherein such property is located for purposes more hazardous than are permitted by this policy, provided that in case the borrower, mortgagor or owner shall neglect to pay any premium due under this policy, the Lender, Mortgagee or Trustee shall on demand, pay the same.

Provided, also that the Lender, Mortgagee or Trustee shall notify this Company of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of said Lender, Mortgagee or Trustee, and unless permitted by this policy, it shall be noted thereon and the Lender, Mortgagee or Trustee shall, on demand, pay the premium for such increased hazard for the term of the use thereof; otherwise this policy shall be null and void.

This Company reserves the right to cancel this policy at any time as provided by its terms, but in such case this policy shall continue in force for the benefit only of the Lender, Mortgagee or Trustee for ten days after notice to the Lender, Mortgagee or Trustee of such cancellation and shall then cease, and this Company shall have the right, on like notice, to cancel this agreement.

Whenever this Company shall pay the Lender, Mortgagee or Trustee any sum for the loss or damage under this policy and shall claim that, as to the borrower, mortgagor or owner, no liability therefore existed, this Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the debt, or may, at its option, pay the Lender, Mortgagee or Trustee, the whole principal due or to grow due on the debt with interest, and shall thereupon receive a full assignment and transfer of the debt and of the mortgage and of all such other securities as evidence of the interest of the Lender, Mortgagee or Trustee in the within described property; but no subrogation shall impair the right of the Lender, Mortgagee or Trustee to recover the full amount of its claim against the borrower, mortgagor or owner.

All other terms and conditions of the policy to which this Endorsement is attached and of which it is a part, remain unchanged, which other terms and conditions include the limit(s) of liability named in the policy and the conditions of any Value Reporting, Full Reporting, Total Insurance, Coinsurance, Reduced Rate Contribution or Average Clauses incorporated therein or attached thereto.

Attached to and forming part of Policy No. **202406000531AGA-0001N**
issued to: **Villa Rosario Condominium Homeowners Association**

FirstNet Insurance Company

Date Issued: **06/28/2024**

By: _____

A handwritten signature in black ink, appearing to read 'W. M. Moylan', is written over a horizontal line.

Authorized Representative
Moylan's Insurance Underwriters Inc.
General Agent

Name Insured: Villa Rosarilo Condominium Homeowners Association

SCHEDULE OF UNIT OWNERS AND MORTGAGEE

It is hereby understood and agreed that loss or damage, if any, on the unit(s) stated herein shall be made payable to the Mortgagees name and the Unit Owner, as their interest may appear per Lender's Loss Payable Clause.

Unit No.	Name of Unit Owner	Mortgage
A1	Catherine & Zarackai Patrick	None Stated
A2	David H. & Sally C. Jo	1st Bank of Hawaii, It's Successors and/or Assigns Mortgage Loan Servicing P.O. Box 3650, Honolulu, HI 96811-3650 ML#: 3191958 2nd Bank of Hawaii, Bankoh Loan Center - HECL Insurance P.O. Box 2715, Honolulu, HI 96803-2715 ML#: 80169200
A3	Paul Robeson Lykes	Bank of Hawaii, ISAOA Mortgage Loan Servicing, #362 P.O. Box 3201 Troy, MI 48007-3201
A4	Rao & Devi Medabalmi	Bank of Guam, Its Successors and Assigns, P.O. Box BW, Hagatna, Guam 96932
A5	Robert & Susan Holsti c/o Jose Realty	None Stated
A6	Del Carmen Investments, LLC	Wachovia Securities Structured Products Servicing 8739 Reasearch Dr., Charlotte, NC 28288-1075
A7	Adonuis B. & Dolores L. Flores	None Stated
A8	John A. & Maria Everette A. Dixon	Community First (Guam) Federal Credit Union, Its Successors & Assigns, 238 AFC Flores St. Ste.102, Hagatna, GU 96910
A9	Pei Li Cheng	None Stated
A10	Rajesh Kurian and Annarose Thernadom Thomas	FIRST Mortgagee: Bank of Hawaii, Its Successors and/or Assigns P. O. Box 3201 Troy, MI 48007-3201 Second Mortgagee: Bank of Hawaii Bankoh Loan Center – HECL Insurance P. O. Box 2715 Honolulu, HI 96803-2715
A11	Del Carmen Investments, LLC	Wachovia Securities Structured Products Servicing 8739 Reasearch Dr., Charlotte, NC 28288-1075
A12	Kristi N. M. O'Brien	None Stated
A13	Evgenii & Tatiana Perminova	None Stated
A14	Del Carmen Investments, LLC	Wachovia Securities Structured Products Servicing 8739 Reasearch Dr., Charlotte, NC 28288-1075
A15	Paulo O. & Anacella S. Olarte	Bank of Hawaii, ISAOA MLSD#362 P.O. Box 3650, Honolulu, HI 96811
A16	Del Carmen Investments, LLC	Wachovia Securities Structured Products Servicing 8739 Reasearch Dr., Charlotte, NC 28288-1075
A17	Christopher G. Guerrero & Judy P. Guerrero	Bank Pacific, Ltd. Its Successors &/or Assigns, 151 Aspinall Avenue, Hagatna, GU 96910
A18	Charles E. O'Brien	None Stated
A19	Cameron Adam Geiger	Pentagon Federal Credit Union and/or the Secretary of Veteran Affairs, Its successors and/or assigns, ATIMA P.O. Box 100538 Florence, SC 29502
A20	Celine Yang	None Stated
A21	Mike M. Flaherty	First Hawaiian Bank, Its Successors and Assigns, P.O. Box 1959, Honolulu, HI 96811
A22	Ryan Michael & Jayne Jasmin De Guzman	Community First Guam Federal Credit Union Its Successors and/or Assigns P.O. Box 38 AFC Flores St., Suite 102 Hagatna, GU 96910
A23	Ronald Ramos & Gia Ramos	None Stated
A24	Del Carmen Investments, LLC	Wachovia Securities Structured Products Servicing 8739 Reasearch Dr., Charlotte, NC 28288-1075
A25	Eric M. & Eri K. Hocson	Community First Guam Federal Credit Union Its Successors and/or Assigns P.O. Box 38 AFC Flores St., Suite 102 Hagatna, GU 96910

Name Insured: Villa Rosario Condominium Homeowners Association

SCHEDULE OF UNIT OWNERS AND MORTGAGEE

It is hereby understood and agreed that loss or damage, if any, on the unit(s) stated herein shall be made payable to the Mortgagees name and the Unit Owner, as their interest may appear per Lender's Loss Payable Clause.

<u>Unit No.</u>	<u>Name of Unit Owner</u>	<u>Mortgage</u>
A26	Richard J. Castro	Bank of Guam P.O. Box BW, Hagatna, Guam 96932
A27	Moises & Magdalena Querimit	None Stated
A28	Guo Qi Zheng	Assigns, 238 AFC Flores St. Ste.102, Hagatna, GU 96910
A29	Antoni N. Portin	Bank of Hawaii, ISAOA MLSD#362 P.O. Box 3650, Honolulu, HI 96811
A30	Donald Gibson Clark II	Bank of Hawaii ISAO, Mortgage Loan Services Center #362 PO Box 3201, Troy MI 48007-3201 Loan Number: 3760103
A31	Huey Jyh & Fong Chu Ho Chen	None Stated
A32	Rong & Sunaina Sachdej	None Stated
A33	Tania Elysee & Erani Zuniga	Bank Pacific, Ltd. Its Successors &/or Assigns, 151 Aspinall Avenue, Hagatna, GU 96910
B34	Joel & Rosa Tribaudini	None Stated
B35	Christian-Nino Bais and Kristine Joy Bais	First Hawaiian Bank, Its Successors and Assigns, Mortgage Service Center, P.O. Box 1959, Honolulu, HI 96811 Loan No. 6614580
B36	Ana Guzman	None Stated
B37	Robert & Susan Holsti c/o Jose Realty	None Stated
B38	Jocelyn Herrera & Lorenz Herrera Santarin	Finance Factors, Limited It's Successors and/or Assigns 339 Chalan San Antonio, Suite 100 Tamuning, Guam 96913 ML#23040015
B39	Corazon & Wilfred Chua / Jason & Jeanette Chua	None Stated
B40	Wilfred & Julie Yamamoto	None Stated
B41	Tatiana Peminova	None Stated
B42	Kent C. & Mae Hsieh	Central Loan Administration & Reporting It's Successors &/or Assigns As Their Interest may Appear Florence, SC 29502 ML#: 4768166078
B43	Anthony B. Pangelinan	Coast360 Federal Credit Union It's Successors and/or Assigns, 450 Route 8 Maite, Guam 96910
B44	Jagannathan & Susheela Nandagopalan	First Hawaiian Bank Its Successors and Assigns, P.O. Box 1959, Honolulu, HI 96811
B45	Tien Trinh & Karen Wong	Citimortgage, Inc. It's Successors &/or Assigns As Their Interest may Appear P.O. Box 7706, Springfield, OH 45501 ML# 1221246573
B46	Del Carmen Investments, LLC	Wachovia Securities Structured Products Servicing 8739 Reasearch Dr., Charlotte, NC 28288-1075
B47	Melvin Fred Peters and Jenelyn Pilapil Peters	Pentagon Federal Credit Union and/or the Secretary of Veteran Affairs It's Successors and/or Assigns, ATIMA whose address is, P.O. Box 100538, Florence, SC 29502
B48	Octavio R. Laxamana	Bank of Hawaii, ISAOA MLSD#362 P.O. Box 3650, Honolulu, HI 96811
B49	Del Carmen Investments, LLC	Wachovia Securities Structured Products Servicing 8739 Reasearch Dr., Charlotte, NC 28288-1075
B50	Abner Acosta & Renee Acosta	Bank of Guam - Agana P.O. Box BW Hagatna, Guam 96932
B51	Danilo & Ayako Domingo	None Stated
B52	Ikuo & Michiyo Kuniyoshi	ANZ Guam, Inc. It's Successors &/or Assigns, Ste. 112, Julale Center, 424 W. O'Brien Dr., Hagatna, Guam 96910
B53	Alvaro & Roberta Abaday	None Stated
B54	Del Carmen Investments, LLC	Wachovia Securities Structured Products Servicing 8739 Reasearch Dr., Charlotte, NC 28288-1075
B55	Wei Ting Chen	None Stated
B56	Chong Ku Lim a.k.a. Thomas & Wae Sook Lim	None Stated
B57	Shirley Ann & William Emil Wanket II	Bank Pacific Its Successors &/or Assigns P.O. Box 2888, Hagatna, Guam 96932

Name Insured: Villa Rosario Condominium Homeowners Association

SCHEDULE OF UNIT OWNERS AND MORTGAGEE

It is hereby understood and agreed that loss or damage, if any, on the unit(s) stated herein shall be made payable to the Mortgagees name and the Unit Owner, as their interest may appear per Lender's Loss Payable Clause.

Unit No.	Name of Unit Owner	Mortgage
B58	Nelia S. Zennaro	None Stated
B59	Hemino & Ella Queja	Bank of Guam P.O. Box Hagatna, Guam 96932
B60	Robert & Susan Holsti c/o Jose Realty	None Stated
B61	Heather J. Waltz	Bank of Guam P.O. Box Hagatna, Guam 96932
B62	Wilfred & Julie Yamamoto	None Stated
B63	Terry L. Cuabo & Maribel V. Cuabo	Bank of Hawaii, Its Successors and/or Assigns Mortgage Loan Servicing, #362 P.O. Box 3650, Honolulu, HI 96811-3650 ML# 3536361
B64	Zijan Han & Ai Fang Cao	First Hawaiian Bank Its Successors and/or Assigns Mortgage Service Center P.O. Box 1959 Honolulu, Hawaii 96805 ML#: 6348171
B65	Li Liu Ma & James Jianhua Ma	None Stated
B66	Arthur B. Clark	None Stated
B67	Roberto/ Robert G./ Gilda R. Prieto	Bank Pacific Its Successors &/or Assigns P.O. Box 2888, Hagatna, Guam 96932
B68	Jinky Aca & Raquel Brion	None Stated
B69	Shima Enterprise Inc. c/o REMAX	None Stated
B70	Shima Enterprise Inc. c/o REMAX	None Stated
B71	Maria Perpetua M. Gersaniba	1st - Coast360 Federal Credit Union - It's Successors & Asssigs, 450 Route 8, Maite, Guam 96910 2nd - Guam Housing Corp. P.O. Box 3457, Hagatna, Guam 96932 3rd - U.S. Small Business Administration RE: DLH 5200799106 2 North 20th Street, Suite 320 , Birmingham, AL 35203
B72	Nickelson Somoco R.	Bank of Guam P.O. Box Hagatna, Guam 96932
B73	Being Yun Hsia Chen	None Stated
B74	Desiree M. Braga	Community First (Guam) Federal Credit Union It's Successor's and/or Assigns 238 AFC Flores Street, Suite 102, Hagatna, Guam 96910
B74	Desiree M. Braga	Community First Guam Federal Credit Union Its Successors and/or Assigns P.O. Box 38 AFC Flores St., Suite 102 Hagatna, GU 96910
B75	Leonard Tenorio	None Stated
B76	Del Carmen Investments, LLC	Wachovia Securities Structured Products Servicing 8739 Reasearch Dr., Charlotte, NC 28288-1075
B77	Jenny Lyn O. Pascual	First Hawaiian Bank Its Successors &/or Assigns, Mortgage Service Center P.O. Box 1959, Honolulu, HI 96805 ML#: 6705172
B77	Leonard Tenorio	None Stated
B78	Del Carmen Investments, LLC	Wachovia Securities Structured Products Servicing 8739 Reasearch Dr., Charlotte, NC 28288-1075
B79	Del Carmen Investments, LLC	Wachovia Securities Structured Products Servicing 8739 Reasearch Dr., Charlotte, NC 28288-1075
C80	Phillip C. & Jan Lee K. Leon Guerrero	Bank of Hawaii, ISAOA MLSD#362 P.O. Box 3650, Honolulu, HI 96811
C81	Dennis G. & Asuncion S. Rodriguez	None Stated
C82	Francisco F. Pastones Jr.	None Stated
C83	AM Insurance	None Stated
C84	Leonimar & Arni Batoyon	None Stated
C85	Barbara & Peter Perez	None Stated
C86	Alice Tajjeron	Coast360 Federal Credit Union - It's Successors & Asssigs, 450 Route 8, Maite, Guam 96910

Name Insured: Villa Rosario Condominium Homeowners Association

SCHEDULE OF UNIT OWNERS AND MORTGAGEE

It is hereby understood and agreed that loss or damage, if any, on the unit(s) stated herein shall be made payable to the Mortgagees name and the Unit Owner, as their interest may appear per Lender's Loss Payable Clause.

Unit No.	Name of Unit Owner	Mortgage
C87	Frank Anderson	Pentagon Federal Credit Union, and/or The Secretary of Veterans Affairs, ISAOA, ATIMA, P.O. Box 2489, Sioux City, IA 51106 Loan# 2102292547
C88	Shima Enterprise Inc. c/o REMAX	None Stated
C89	Ferdinando & Noreen Permalino	None Stated
C90	Donielle Chittenden, Eli T. Comeau & Vincent Pereda c/o Horizon Properties	First Hawaiian Bank, Its Successors & Assigns, P.O. Box 1959, Honolulu, HI 96805 ML#1815729
C91	Del Carmen Investments, LLC	Wachovia Securities Structured Products Servicing 8739 Reasearch Dr., Charlotte, NC 28288-1075
C92	Joaquin & Julie Salas	Coast360 Federal Credit Union - It's Successors & Asssigns, 450 Route 8, Maite, Guam 96910
C93	Ceasar V. & Romagrecia S. Gomez	None Stated
C94	Hilario S. Angeles, Jr.	None Stated
C95	Roy & Beatrice Makio (Lynette)	None Stated
C96	Santiago Samson & Mila G. c/o Marjorie Del Carmen	Bank of Hawaii, ISAOA MLSD#362 P.O. Box 3650, Honolulu, HI 96811
C97	Chu Liang Hsieh	Bank Pacific Its Successors &/or Assigns P.O. Box 2888, Hagatna, Guam 96932
C98	Javin G.N. & Natasha Doreen Palomo Cruz	Bank of Guam P.O.Box Hagatna, Guam 96932
C99	Rudy F. & Suzanne L. Perez	First Hawaiian Bank, Its Successors and Assigns, Mortgage Service Center, P.O. Box 1959, Honolulu, HI 96805 Loan#1591668
C100	Ryan Chester G. & Roger L. Arellano	Bank of Guam - Agana P.O. Box BW Hagatna, Guam 96932
C101	Muna, Annmarie T.	Bank of Guam - Agana P.O. Box BW Hagatna, Guam 96932
C102	Del Carmen Investments, LLC	Wachovia Securities Structured Products Servicing 8739 Reasearch Dr., Charlotte, NC 28288-1075
C103	Livelyn N. Fernandez	First Hawaiian Bank Its Successors &/or Assigns P.O. Box 1959 Honolulu, HI 96805 ML#: 6363659
C104	Francisco F. Pastones Jr. or Ma. Rowena O.	ANZ Guam, Inc. It's Successors &/or Assigns, Ste. 112, Julate Center, 424 W. O'Brien Dr., Hagatna, Guam 96910
C105	Xiaoke Zhang c/o Brilliant Realty of Guam	None Stated
C106	Eric B. & Melanie Marie Gambala	Coast360 Federal Credit Union It's Successors and/or Assigns 450 Route 8, Maite, Guam 96910
C107	Elizabeth Lubuag & Carl Aguon Jr.	Community First Guam Federal Credit Union It's Successors &/or Assigns 231 Route 4, Hagatna, Guam 96910
C108	Raymond & Aireen Yoshida	None Stated
C109	Jian Bo & Clariza M. Lu	Community First (Guam) Federal Credit Union, Its Successors & Assigns, 238 AFC Flores St. Ste.102, Hagatna, GU 96910
C110	Rudy & Suzanne Perez	Coast360 Federal Credit Union It's Successors and/or Assigns 450 Route 8, Maite, Guam 96910
C111	Rainier Christian G. Arellano & Christine E. Arellano	Pentagon Federal Credit Union and/or the Secretary of Veteran Affairs Its successors and/or assigns, ATIMA PO Box 100538 Florence, SC 29502 Loan #: 2311329777
D112	Manny & Nelly Capacia	ANZ Guam, Inc. It's Successors &/or Assigns, Ste. 112, Julate Center, 424 W. O'Brien Dr., Hagatna, Guam 96910
D113	Paul & Emma Davis	First Hawaiian Bank, Its Successors &/or Assigns, Mortgage Service Center P.O. Box 1959, Honolulu, HI 96805 ML#: 6268668
D114	Bethel A. Simon	Community First (Guam) Federal Credit Union It's Successor's and/or Assigns 238 Archbishop Flores Street Suite 102 Hagatna, Guam 96910 ML#201073-171

Name Insured: Villa Rosario Condominium Homeowners Association

SCHEDULE OF UNIT OWNERS AND MORTGAGEE

It is hereby understood and agreed that loss or damage, if any, on the unit(s) stated herein shall be made payable to the Mortgagees name and the Unit Owner, as their interest may appear per Lender's Loss Payable Clause.


Unit No.	Name of Unit Owner	Mortgage
D115	Henry & Laura Lynn Dacanay	None Stated
D116	Del Carmen Investments, LLC	Wachovia Securities Structured Products Servicing 8739 Reasearch Dr., Charlotte, NC 28288-1075
D117	John & Lynn Serman	None Stated
D118	Robert & Susan Holsti c/o Jose Realty	None Stated
D119	Won Suk Lee & Haenghwa Lee	Coast360 Federal Credit Union It's Successors and/or Assigns 450 Route 8, Maite, Guam 96910
D120	Kayoko & Zachary C. Taimanglo	None Stated
D121	Dan N. & Su Ok Mata	None Stated
D122	Ann Chong Park	None Stated
D123	Ramel & Cecile Carlos	None Stated
D124	Ukrit & Azucena Siriprusanan	None Stated
D125	Jae Young Park	Bank of Guam - Agana P.O. Box BW Hagatna, Guam 96932
D126	Ron A. & Cynthia W. Nagamine c/o Horizon Properties	First Hawaiian Bank, Its Successors & Assigns, Mortgage Service Center, P.O. Box 1959, Honolulu, HI 96805 Loan#1807395
D127	Edgardo San Juan Hipolito	None Stated
D128	Earl N. Yamamoto	First Hawaiian Bank, Its Successors & Assigns, P.O. Box 1959, Honolulu, HI 96805
D129	Del Carmen Investments, LLC	Wachovia Securities Structured Products Servicing 8739 Reasearch Dr., Charlotte, NC 28288-1075
D130	John & Lynn Sherman	Bank of Guam P.O. Box BW, Hagatna, Guam 96910
D131	Frank & Ana Guzman	Bank Pacific, Ltd. Its Successors &/or Assigns, 151 Aspinall Avenue, Hagatna, GU 96910
D132	Angelie Odquier	Bank of Hawaii, ISAOA MLSD#362 P.O. Box 3650, Honolulu, HI 96811
D133	Zimin Zhang & Meirong Jiang	None Stated
D134	Jermaine Duvale Miller	Pentagon Federal Credit Union, and/or The Secretary of Veterans Affairs, ISAOA, ATIMA P.O.Box 2489, Sioux City, IA 51106 ML#1832275152
D135	Joseph Chua c/o Sunhill Corporation	None Stated
D136	Wei Ting Chen	Antonio Martinez c/o Century 21 Realty Management Co., P.O. Box 7988, Tamuning, GU 96931
D137	Ming Yao	None Stated
D138	Rosielyn B. Hager	None Stated
D139	Michale E. Eata	Bank of Hawaii ISAO PO Box 3201 Troy, MI 48007-3201
D140	Angeles Portin	Bank of Hawaii, ISAOA MLSD#362 P.O. Box 3650, Honolulu, HI 96811
D141	Jomar P. Alcalde	Carrington Mortgage Services, LLC, ISAOA/ATIMA P.O. Box 692408 San Antonio, TX 78269-2408

Nothing herein contained shall be held to vary, alter waive or change any of the terms, limits or conditions of the policy, except as hereinafter set forth.

This Endorsement is effective as of **June 28, 2024**

Attached to and forming part of this Policy No. 202406000531AGA-0001N of FIRSTNET INSURANCE COMPANY

By: _____


 Authorized Representative
 Moylan's Insurance Underwriters, Inc.
 General Agent

TYPHOON ENDORSEMENT
COMMERCIAL BUILDING AND CONTENTS

**CONDITIONS OF TYPHOON AND/OR WINDSTORM ATTACHING TO
POLICY NO. 202406000531AGA-0001N**

1. This policy is extended to cover against direct loss or damage by Typhoon and/or Windstorm. Wherever the words "Fire" and "Lightning" appear in the printed conditions of this policy, it shall also be understood to mean "Typhoon" and/or "Windstorm".
2. No claim shall attach under this policy unless the damage sustained by Typhoon and/or Windstorm during any one period, not exceeding one week, exceeds a sum equal to 2% of the total sum insured with a minimum of \$5,000.00 per situation on the structure or a minimum of \$5,000.00 per situation on contents, each item thereof being treated as a separate insurance, and then the Company shall be liable only for the amount by which the damage exceeds such sum, subject to the printed terms and conditions of this policy.
3. This Company shall not be liable under this endorsement for loss or damage whether incidental to a Typhoon and/or Windstorm or not, caused directly or indirectly, by cloudburst, explosion or lightning; nor by theft, whether occurring during or after Typhoon and/or Windstorm; nor by neglect of the Assured to use all reasonable means to save and preserve the property during and after a Typhoon and/or Windstorm.
4. This Company shall not be liable for loss or damage caused by rain whether driven by wind or not, unless the building herein described shall first sustain an actual opening in its roof and/or walls by the direct force of a Typhoon and/or Windstorm, and then this Company shall be liable only for such loss or damage to the subject of insurance as may be caused immediately by rain entering the building through such openings in the roof or walls as the direct result of such Typhoon and/or Windstorm.
5. This Company shall not be liable for loss and/or damage caused directly or indirectly by tidal wave, high water or water flow, whether driven by wind or not. This Company shall not be liable for loss and/or damage caused directly or indirectly by backing up of sewers, drains, canals, creeks, rivers and/or storm drainage systems.
6. This Company shall not be liable under this policy for any loss or damage by fire except that fire following and as a direct result of Typhoon and/or Windstorm shall be covered; provided, however, that this Company's liability shall be limited to that proportion of the loss or damage which this insurance bears to all other Typhoon and/or Windstorm policies covering the insured property, whether or not such other policy or policies contain this extension of liability.

7. This Company shall not be liable for consequential loss or damage of any kind or description including decay, deterioration and loss of market.
8. Unless an additional premium is charged and this policy is specifically endorsed to provide for coverage of Typhoon and/or Windstorm damage, this Company shall not be liable for damage to the following property: (a) trees and shrubbery or grain, hay, straw and other growing or harvested crops outside of the buildings; or (b) fences and gates or property outside of buildings; or (c) windmills, wind pumps or other towers; or (d) crop silos (or other contents); or (e) cloth awnings, marquees and tents, signs, masonry and metal smokestacks, temporary or board additions; or (f) radio or television antennas and aerials, including their masts or towers; or (g) building (or their contents) in process of construction or repair unless entirely enclosed by suitable walls and under roof with all outside doors and windows permanently in place; or (h) thatched buildings and their contents.

Subject otherwise to the terms, exceptions and conditions of this policy.

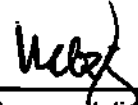
Attached to and forming part of Policy No. **202406000531AGA-0001N**
issued to **Villa Rosario Condominium Homeowners Association**

FirstNet Insurance Company

Date Issued: **06/28/2024**

CLT 6248/COV 9/AGT 70/UND 79/REG

By: _____



Authorized Representative
Moylan's Insurance Underwriters Inc.
General Agent

Name of Insured: Villa Rosario Condominium Homeowners Association

Tidal Wave, Flood, Highwater & Overflow Endorsement

For and in consideration of the additional premium charged, coverage under this policy is extended to include the hazards of Tidal Wave, Flood, Highwater & Overflow.

For the purpose of this insurance "Tidal Wave, Flood, Highwater & Overflow is defined as the rising of navigable water.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits, or conditions of the Policy, except as hereinabove set forth.

This endorsement is effective 06/28/2024

Attached to and forming part of Policy No. 202406000531AGA-0001N of FirstNet Insurance Company

Date Issued: 06/28/2024

By: 

Authorized Representative
Moylan's Insurance Underwriters Inc.
General Agent

**Cyber Loss Limited Exclusion Clause No. 1 - LMA5410
(Property Insurance)**

1. Notwithstanding any provision to the contrary within this insurance agreement or any endorsement thereto, this insurance agreement excludes all loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

1.1 any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System, unless subject to the provisions of paragraph 2;

1.2 any loss of, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data

2. Subject to the other terms, conditions and exclusions contained in this insurance agreement, this insurance agreement will cover physical damage to property insured under the original policies and any Time Element Loss directly resulting therefrom where such physical damage is directly occasioned by any of the following perils:

Fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

Definitions

3. Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

4. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

5. Time Element loss means business interruption, contingent business interruption or any other consequential losses.

FirstNet Insurance Company

Date Issued: 06/28/2024

By: _____



Authorized Representative
Moylan's Insurance Underwriters Inc.
General Agent

LMA5410

**Communicable Disease Exclusion - LMA5394
(Property Insurance)**

Notwithstanding any provision to the contrary within this insurance agreement, this insurance agreement excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

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

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

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.

All other terms and conditions of the policy shall remain unaltered.

This endorsement is effective on the date of inception of the policy to which this form is made a part of.

FirstNet Insurance Company

Date Issued: June 28, 2024

By: _____



Authorized Representative
Moylan's Insurance Underwriters Inc.
General Agent

INSURANCE ON SOLAR ENERGY SYSTEMS

Notwithstanding any provision under the policy to the contrary, the insurance afforded under this policy shall not extend to cover solar energy systems installed on the premises for heating, ventilation, cooling, electricity/power generation, and other uses, against any peril whatsoever unless they are specifically included as an insured item below, and the corresponding sum insured and premium set opposite thereto.

Type	Brand	Serial No.	Manufacturer/ Distributor	Installer	Date Acquired	Price
N/A	N/A	N/A	N/A	N/A		\$0.00
Total Sum Insured						
Deductible						
Additional Premium - All Other Perils Except Typhoon						
Additional Premium - Typhoon						
Total Additional Premium						

Basis of Settlement - Replacement Cost.

Unless otherwise provided herein, this insurance shall be subject to the same terms and conditions applicable to the building insured hereunder.

All other terms and conditions of the policy remain unaltered.

Policy No. **202406000531AGA-0001N**
Named Insured: **Villa Rosario Condominium Homeowners Association**

DEDUCTIBLE ENDORSEMENT

For and in consideration of the Premium charged, it is hereby understood and agreed that this policy is subject to the following deductibles.

Building:
Typhoon &/or Windstorm or Hail \$1,000.00 per unit, per occurrence
Earthquake or Volcanic Action \$1,000.00 per unit, per occurrence
All Other Covered Causes of Loss \$250.00 per unit, per occurrence

Common Area:
Typhoon &/or Windstorm or Hail \$10,000.00 per occurrence
Earthquake or Volcanic Action \$10,000.00 per occurrence
All Other Covered Causes of Loss \$1,000.00 per occurrence

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits and conditions of the policy, exception as hereinafter set forth.

Attached to and forming part of Policy No. **202406000531AGA-0001N**

Effective Date of this Endorsement: **06/28/2024**

FirstNet Insurance Company

Date Issued: **06/28/2024**

By: _____


Authorized Representative
Moylan's Insurance Underwriters Inc.
General Agent

EARTHQUAKE SHOCK CLAUSE

In consideration of the payment by the Insured to the Company of the sum of \$ **INCLUDED** Additional Premium computed at the rate of **INCLUDED** the Company agrees notwithstanding what is stated in the printer condition of this Policy to the Contrary, that this Insurance covers loss or damage to the property hereby insured directly caused by EARTHQUAKE SHOCK ONLY.

It is hereby agreed that the Company will only be liable for loss or damage directly caused by duly recorded Earthquake Shock and that this insurance does not cover any loss or damage occasioned directly or indirectly by or through or in consequence of defects in the property hereby insured unless such defects are caused by the same Earthquake Shock from which the claim under this Policy arises.

NO CLAIM SHALL ATTACH UNDER THIS POLICY UNLESS THE DAMAGE SUSTAINED BY EARTHQUAKE SHOCK ONLY (EXCLUDING FIRE) DURING ANY ONE PERIOD NOT EXCEEDING ONE WEEK EXCEEDS:

- (1) TWO AND ONE-HALF (2 1/2) PERCENT OF THE VALUE OF THE PROPERTY INSURED OR ONE THOUSAND (\$1,000) DOLLARS WHICHEVER IS LESS IN RESPECT OF BUILDING ONLY CLASSIFIED UNDER EARTHQUAKE CONSTRUCTION CLASS "A" AND/OR "B" AND OR
- (2) TWO AND ONE-HALF (2 1/2) PERCENT OF THE VALUE OF THE PROPERTY INSURED OR TWO HUNDRED AND FIFTY (\$250) DOLLARS WHICHEVER IS LESS IN RESPECT OF CONTENTS AND BUILDING CLASSIFIED UNDER EARTHQUAKE CONSTRUCTION CLASS "C" AND/OR "D"

AND THEN THE COMPANY SHALL BE LIABLE ONLY FOR THE AMOUNT/S BY WHICH DAMAGE EXCEEDS SUCH SUM/S, SUBJECT TO THE PRO-RATE CONDITIONS OF AVERAGE AS LAID DOWN IN LINES 65 THROUGH 68 OF THIS POLICY.

In case of Fire occurring to the property hereby insured subsequent to any loss or damage by EARTHQUAKE SHOCK ONLY, the Company shall only be liable under this Policy for such loss or damage as occurred PREVIOUS TO SAID LOSS OR DAMAGE BY FIRE, and for loss for which payment could be claimed under a Fire Insurance Policy.

BUILDING - EARTHQUAKE ENDORSEMENT


It is understood and agreed that coverage provided for earthquake loss or damage under this policy hereby applies exclusively for damage characterized as detrimental to and weakening the structural frame thereby threatening the stability or life of the building or structure and shall exclude any plaster cracks between masonry and gypsum board and any other peeling-off of cement plaster, as well as any damage proximately caused by shrinkage, settling, deterioration and/or wear or tear.

Nothing herein contained shall be held to vary, waive or charge any of the terms, limits or conditions of the Policy, except as hereinafter set forth.

Attached to and forming part of Policy No. 202406000531AGA-0001N
Issued to: Villa Rosario Condominium Homeowners Association

FIRSTNET INSURANCE COMPANY

Date Issued: 06/28/2024

By: 
Authorized Representative
Moylan's Insurance Underwriters, Inc.
General Agent

REPLACEMENT COST ENDORSEMENT

This endorsement applies only with respect to the premises described in the following Schedule and affords insurance on a replacement cost basis only to the property described below:

SCHEDULE

<u>Location of Premises</u>	<u>Property Covered on a Replacement Cost Basis</u>
Lot No. 10064-N-3 Macheche, Dededo, Guam	Applicable to Building only
<p>1. Replacement Cost Clause: The provisions of this policy applicable to the property described as covered on a replacement cost basis is amended to substitute the term "replacement cost (without deduction for depreciation)" for the term "actual cash value" wherever it appears in this policy, and the Coinsurance Clause of this endorsement supersedes and replaces all other Coinsurance Clauses otherwise applicable, subject in all other respects to the provisions of this endorsement.</p> <p>2. This policy does not cover the following property on a replacement cost basis:</p> <ul style="list-style-type: none">a) stock (raw, in process or finished) or merchandise, including materials and supplies in connection therewith;b) property of others;c) household furniture or residential contents;d) books of account, abstracts, manuscripts, drawings, card index systems and other records (including film, tape, disc, drum, cell and other magnetic recording or storage media);e) paintings, etchings, pictures, tapestries, statuary, marbles, bronzes, antique furniture, rare books, antique silver, porcelains, rare glassware and bric-a-brac, or other articles of art, rarity or antiquity; orf) carpeting, cloth awnings, air conditioners, domestic appliances and outdoor equipment, all whether permanently attached to the building structure or not. <p>3. The Company shall not be liable under this endorsement for any loss unless and until the damaged or destroyed property is actually repaired or replaced by the Insured with due diligence and dispatch.</p> <p>4. Coinsurance Clause: This Company shall not be liable for a greater proportion of any loss or damage to the property covered under this policy than the limit of liability under this policy for such property bears to the amount produced by multiplying the coinsurance percentage applicable (specified in this policy) by the total of (a) the replacement cost (without deduction for depreciation) of that part of said property which is specifically described as covered on a replacement cost basis and (b) the actual cash value of that part of said property which is covered on an actual cash value basis at the time of loss.</p>	

In the event that the aggregate claim for any loss is both less than \$10,000 and less than 5% of the limit of liability for all contributing insurance applicable to the property involved at the time such loss occurs, no special inventory or appraisal of the undamaged property shall be required, provided that nothing herein shall be construed to waive applicable of the first paragraph of this clause.

If insurance under this policy is divided into separate limits of liability, the foregoing shall apply separately to the property covered under each such limit of liability.

The value of property covered under Extensions of Coverage, and the cost of the removal of debris, shall not be considered in the determination of actual cash value or replacement cost when applying the Coinsurance Clause.


5. This company's liability for loss on a replacement cost basis, shall not exceed the smallest of the following amounts:
- a) the amount of this policy applicable to the damaged or destroyed property;
 - b) the replacement cost of the property or any part thereof identical with such property on the same premises and intended for the same occupancy and use; or
 - c) the amount actually and necessarily expended in repairing or replacing said property or any part thereof.
6. The insured may elect to make claim under this policy in accordance with its provisions, disregarding this endorsement, except that the foregoing Coinsurance Clause shall apply; and the insured may make further claim for any additional liability brought about by this endorsement in accordance with its provisions, provided the Company is notified in writing within 180 days after loss of the insured's intent to make such further claim.

All other terms and conditions of the policy remain unaltered.

This endorsement is effective upon inception of the policy to which it is attached.

FIRSTNET INSURANCE COMPANY

Date: 06/28/2024

By: 
Authorized Representative
Moylan's Insurance Underwriters, Inc.
General Agent

The insurance under this Coverage Part is only with respect to such of the following Coverages as are indicated by entry of specific advance premium in the Schedule. The limit of the Company's liability against each coverage shall be as stated herein, subject to all the terms of the policy having reference thereto.

GENERAL LIABILITY HAZARDS ENDORSEMENT

NAMED INSURED Villa Rosario Condominium Homeowners Association
 For attachment to Policy No. 202406000531AGA-0001N

GENERAL LIABILITY HAZARDS						
DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES	RATES		ADVANCE PREMIUM	
			Bodily Injury	Property Damage	Bodily Injury	Property Damage
Premises Operations Condominium Complex (Association Risk Only) located at Lot No.10064-N-3 Macheche, Dededo, Guam.	62003	(a) Area (sq. ft) (b) Remuneration (c) Sales (d) Unit 141	a)Per 1000 sq ft b)Per \$1000 c)Per \$1000 d)Per No. of Unit 1053.19	a)Per 1000 sq ft b)Per \$1000 c)Per \$1000 d)Per No. of Unit Included	\$2,960.40	Included
Escalators (Number at Premises) Not Covered		Number Insured	Per Landing			
Independent Contractors Not Covered		Cost	Per \$100 of Cost			
Completed Operations Not Covered		Receipts	(a) Per \$1000 of Receipts			
Products Not Covered		Receipts	(b) Per 1000 of Sales			
Total Advance B.I. and P.D. Premiums					\$2,960.40	Included
Total Advance B.I. and P.D. Premiums					\$2,960.40	
Location of all premises owned by, rented to or controlled by the Named Insured: (Enter "same" if same as Item 1 of Declarations) Lot No.10064-N-3 Macheche, Dededo, Guam.						
Interest of Named Insured in insured premises: OWNER						
Part Occupied by the Named Insured Lot No.10064-N-3 Macheche, Dededo, Guam.						

4

When used as a premium basis:

"admissions" means the total number of persons, other than employees of the Name Insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;

"costs" means the total cost to the Named Insured with respect to operations performed for the Named Insured during the policy period by independent contractors of all work let or sublet in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

"receipts" means the gross amount of money charged by the Named Insured for such operations by the Named Insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the Named Insured collects as a separate item and remits directly to a governmental division;

"remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the Named Insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI EXCLUSION ENDORSEMENT

Notwithstanding any other terms or conditions, this policy does not insure against:

1. Any cost or expense incurred to clean up, remove or remediate any Fungi, or
2. Any cost or expense incurred to test for, monitor, or assess the existence, concentration, or effects of Fungi.

Definitions

For the purpose of this endorsement, Fungi shall mean any form of fungus including, but not limited to, yeast, mold, mildew, rust, smut, mushroom, spores, mycotoxins, odors, or any other substances, products, or byproducts produced by, released by, or arising out of the current or past presence of Fungi.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, or limitation of the policy to which this endorsement is attached other than as above stated.

This endorsement is effective 06/28/2024

Attached to and forming part of Policy No. 202406000531AGA-0001N
of FirstNet Insurance Company

Date Issued: 06/28/2024

By: _____



Authorized Representative
Moylan's Insurance Underwriters Inc.
General Agent

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This insurance does not apply to TERRORISM, including injury or damage arising, directly or indirectly, out of a "certified act of terrorism".

"Certified act of terrorism" means an act that is certified by the Secretary of Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism and Risk Insurance Act of 2002. The criteria contained in that Act for a "certified act of terrorism" includes the following:

1. The act resulted in aggregate losses in excess of \$5 million; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed on behalf of any foreign person or foreign interest, 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.

This endorsement fulfils the requirements of the U.S. Terrorism Risk Insurance Act of 2002.

Effective 06/28/2024

All other terms and conditions remain unaltered

Attached to and forming part of Policy No. 202406000531AGA-0001N

Issued to Villa Rosario Condominium Homeowners Association

Effective 06/28/2024

FirstNet Insurance Company

Date Issued: 06/28/2024

By: _____


Authorized Representative
Moylan's Insurance Underwriters Inc.
General Agent

COMMUNICABLE DISEASE EXCLUSION CLAUSE

IT IS HEREBY UNDERSTOOD AND AGREED that no coverage applies to bodily injury or property damage which arises out of the transmission of a communicable disease by a covered person.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the policy, except as hereinabove set forth.

This endorsement is effective as of inception of the policy of which this form is made a part.

FirstNet Insurance Company

Date Issued: **06/28/2024**
CLT 6248/COV 9/AGT 70/UND 79/REG

By:



Authorized Representative
Moylan's Insurance Underwriters Inc.
General Agent

PUNITIVE DAMAGES EXCLUSION ENDORSEMENT

It is hereby understood and agreed that this Policy excludes all fines, penalties, punitive or exemplary damages.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy except as hereinabove set forth.

This endorsement is effective as of inception of the policy of which this form is made a part.

FirstNet Insurance Company

Date Issued: 06/28/2024
CLT 6248/COV 9/AGT 70/UND 79/REG

By: 

Authorized Representative
Moylan's Insurance Underwriters Inc.
General Agent

ASBESTOS EXCLUSION CLAUSE

It is hereby understood and agreed that such insurance as is afforded by this policy for liability for bodily injury and property damage is subject to the following exclusion:

This insurance does not apply to any liability for property damage, bodily injury, sickness, disease, occupational disease, disability, shock, death, mental anguish and mental injury at any time arising out of the manufacture of, or mining of, or use, or exposure to asbestos products, asbestos fibers or asbestos dust, or to any obligation of the Insured to indemnify any party because of damages arising out of such property damage, bodily injury, sickness, disease, occupational disease, disability, shock, death, mental anguish or metal injury at any time as a result of the manufacture of, use of, or exposure to asbestos products, asbestos fibers or asbestos dust.

It is further understood and agreed that the Company shall not be obligated to defend any suit or claim against the Insured alleging personal injury or property damage seeking damages, if such suit or claim arises from personal injury or property damage resulting from or contributed to, by any, and all manufacture of, use of, or exposure to, asbestos products, asbestos fibers or asbestos dust.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the policy, except as hereinabove set forth.

This endorsement is effective as of inception of the policy of which this form is made a part.

FirstNet Insurance Company

Date Issued: 06/28/2024
CLT 6248/COV 9/AGT 70/UND 79/REG

By: _____


Authorized Representative
Moylan's Insurance Underwriters Inc.
General Agent

POLLUTION EXCLUSION CLAUSE

In consideration of the premium charged, it is hereby agreed and understood that this policy shall not apply to:

- (1) "Bodily Injury" or "Property Damage" arising out of the actual, alleged or threatened discharge, disposal, release or escape of pollutants:
- A) at or from premises owned, rented or occupied by the Named Insured;
 - B) at or from any site or location used by or for the named insured for the handling, storage, disposal, processing or treatment of waste material;
 - C) which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for the named insured or any person or organization for whom the Named Insured may be legally responsible, or
 - D) at or from any site or location on which the Named Insured or any contractors or sub-contractors working directly or indirectly on behalf of the Named Insured are performing operations:
 - 1. to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants, or
 - 2. if the pollutants are brought on or to the site or location by or for the Named Insured.

- (2) Any loss, cost or expense arising out of any governmental direction or request that the Named Insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

"Pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste materials. "Waste materials" includes materials which are intended to be or have been recycled, reconditioned or reclaimed.

All other terms and conditions remain the same.

This endorsement is effective as of inception of the policy of which this form is made a part.

FirstNet Insurance Company

Date Issued: **06/28/2024**
CLT 6248/COV 9/AGT 70/UND 79/REG

By: _____



Authorized Representative
Moylan's Insurance Underwriters Inc.
General Agent

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
Y2K EXCLUSION CLAUSE

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY POLICY
COMPREHENSIVE GENERAL LIABILITY INSURANCE
OWNERS', LANDLORDS', AND TENANTS' LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
PRODUCTS AND COMPLETED OPERATIONS LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' LIABILITY INSURANCE
GARAGE INSURANCE

Exclusions

This insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" or "products/completed operations" liability arising directly or indirectly out of:

1. Any actual or alleged failure, malfunction or inadequacy of
 - a. any of the following, whether belonging to any Insured or to others
 - (a) Computer hardware, including microprocessors;
 - (b) Computer application software;
 - (c) Computer operating systems and related software;
 - (d) Computer networks;
 - (e) Microprocessors (computer chips) not part of any computer system; or
 - (f) Any other computerized or electronic equipment or components; or
 - b. any other products, and any services, data or function that directly or indirectly use or rely in any manner, on any of the items listed in Paragraph A. 1.a. of this endorsement; due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond.
2. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by or for the Named Insured to determine, rectify or test for, any potential or actual problems described in Paragraph 1 of this endorsement

This endorsement is effective as of inception of the policy of which this form is made a part.

FirstNet Insurance Company

Date Issued: 06/28/2024
CLT 6248/COV 9/AGT 70/UND 79/REG

By: _____


Authorized Representative
Moylan's Insurance Underwriters Inc.
General Agent

DEFENSE COSTS AND CLAIMS EXPENSES ENDORSEMENT

NOTWITHSTANDING ANY PROVISIONS OF THE POLICY TO THE CONTRARY, IT IS HEREBY UNDERSTOOD AND AGREED that in addition to damages to which this insurance applies, the Company will indemnify the Insured for those sums which the Insured shall pay as claims expenses and defense costs with respect to any claim or suit seeking such damages. The Limit of Insurance stated in the Declaration Page is inclusive of claims expenses and defense costs, and therefore, the Limit of Insurance available for damages shall be reduced by any amount that the Company pays to indemnify for claims expenses and defense costs or that the Company incurs on behalf of the Insured as claims expenses or defense costs.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the policy, except as hereinabove set forth.

This endorsement is effective as of inception of the policy of which this form is made a part.

Attached to and forming part of Policy No. 202406000531AGA-0001N
issued to Villa Rosario Condominium Homeowners Association
effective 06/28/2024.

FirstNet Insurance Company

Date Issued: 06/28/2024

By: _____


Authorized Representative
Moylan's Insurance Underwriters Inc.
General Agent

**NOTICE OF ATTACHMENT OF THE DEFENSE COSTS AND CLAIMS EXPENSES
ENDORSEMENT**

The policy you are acquiring includes a Defense Costs and Claims Expenses Endorsement, which provides that the Limit of Insurance stated in the declaration page of this policy is inclusive of all costs and expenses incurred in defending you against any claim or suit seeking damages. Therefore, the Limit of Insurance available for damages shall be reduced by any amount paid or shall become payable as defense costs and claims expenses.

For example, if the Limit of Insurance stated in the declaration page is \$100,000, and the total amount paid for lawyers' fees and other related expenses is \$20,000, the remaining limit available for payment of damages will be \$80,000. If the final settlement amount agreed upon by the parties concerned or adjudged by the court is \$90,000, then you will have to bear the difference of \$10,000.

ACKNOWLEDGMENT BY INSURED

I/We hereby acknowledge having read the foregoing Notice and confirm full understanding thereof.

Date: 06-27-24

Fred Aguirre
Printed Name/Title
[Signature]
Signature/Date

WITNESS:

Corissa Untalan Quintalan
Printed Name/Signature

Cyber Incident Exclusion Clause - Casualty

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

Definitions

3. Cyber Loss means all actual or alleged loss, damage, liability, injury, compensation, sickness, disease, death, medical payment, claim, cost, defense cost, expense or any other amount incurred by or accruing to the Insured, including but not limited to any mitigation cost or statutory fine or penalty, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Incident.
4. Cyber Incident means:
 - 4.1.1 an unauthorized or malicious act or series of related unauthorized or malicious acts, regardless of time and place, or the threat or hoax thereof; and/or
 - 4.1.2 a failure to act, any error or omission or accident or series of related failures to act, errors or omissions or accidents; and/or
 - 4.1.3 a breach of duty, statutory duty or regulatory duty or trust or series of related breaches of duty, statutory duty or regulatory duty or trust; involving access to, processing of, use of or operation of any Computer System or any data by any person or group(s) of persons.
5. Computer System means any computer, hardware, software, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or data storage device, networking equipment or back up facility.

All other terms and conditions of the policy shall remain unaltered.

This endorsement is effective on the date of inception of the policy to which this form is made a part of.

FirstNet Insurance Company

Date Issued: 06/28/2024

By: _____


Authorized Representative
Moylan's Insurance Underwriters, Inc.
General Agent

**EMPLOYMENT RELATED PRACTICES LIABILITY EXCLUSION
ENDORSEMENT**

IT IS HEREBY DECLARED AND AGREED THAT the insurance afforded under this policy shall not include any claim that may be made against the Insured alleging Wrongful Termination, Discrimination, Sexual Harassment or any similar employment related practices or acts.

All other terms and conditions of the policy remain unaltered.

This endorsement is effective as of inception of the policy of which this form is made a part.

Attached to and forming part of Policy No. 20240600531AGA-0001N issued to Villa Rosario Condominium Homeowners Association effective 06/28/2024

FirstNet Insurance Company

Date: 06/28/2024

By: _____



Authorized Representative
Moylan's Insurance Underwriters Inc.
General Agent

THREE YEAR TERM AGREEMENT

In consideration of the insured's commitment to keep the policy in force for a period of three consecutive years beginning on the date of first inception shown below, the company hereby grants the insured a 10 % discount from each of the annual premium that shall fall due during said period from 06/28/2024 to 06/28/2027

If for any reason the insured shall discontinue the coverage prior to the completion of the three-year period, the company shall be entitled to a refund of all discounts granted under this agreement since the date of first inception.

The Company reserves the right to cancel this insurance at any time subject to the cancellation provisions of this policy, and to refuse to renew the coverage on expiry or to condition such renewal on revised terms and conditions. If the policy is discontinued prior to the completion of the three year period due to cancellation at the instance of the Company, or due to non-renewal arising from a revision of renewal terms and conditions initiated by the Company, then the insured shall be entitled to keep all discounts granted since the date of first inception.

All other terms and conditions shall remain unaltered.

FIRSTNET INSURANCE COMPANY

By: _____



Authorized Representative
Moylan's Insurance Underwriters, Inc.
General Agent

**Communicable Disease Exclusion - LMA5399
(Casualty Insurance)**

Notwithstanding any provision to the contrary within this insurance agreement, this insurance agreement excludes all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defense cost, cost, expense or any other amount incurred by or accruing to the insured, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

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

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

the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare or property damage.

All other terms and conditions of the policy shall remain unaltered.

This endorsement is effective on the date of inception of the policy to which this form is made a part of.

FirstNet Insurance Company

Date Issued: June 28, 2024

By: _____



Authorized Representative
Moylan's Insurance Underwriters Inc.
General Agent

Payment Schedule Agreement

Insured's Name: Villa Rosario Condominium Homeowners Association

Installment No.	Amount Due	Due Date Period June 28, 2024 to June 28, 2025	Due Date Period June 28, 2025 to June 28, 2026	Due Date Period June 28, 2026 to June 28, 2027
Beginning Balance	\$222,075.00			
1	\$222,075.00	June 28, 2024	June 28, 2025	June 28, 2026

By acknowledging this Payment Schedule Agreement ("Agreement"), the Insured understands and agrees that failure to make payments according to the Agreement shall cause the entire unpaid balance to become due.

In the event it becomes necessary to retain the services of an attorney in our collection efforts, the Insured agrees to pay any and all attorney's fees equivalent to 15% of the unpaid balance.

A delinquent balance shall be assessed interest at the rate of 12% per annum.

The Insured further understands and agrees that if a Total Loss claim is filed against the policy, the premium balance will be deducted from the loss proceeds. For Partial Losses, the payment schedule will remain the same. Where the payment schedule has not been followed and a claim has been filed, the Insured agrees that premium payments must be paid in FULL prior to settlement.

Nothing contained in this Agreement shall be construed to vary, alter, waive or change any of the terms, limits or conditions of the policy except as set forth herein.

This Agreement is effective June 28, 2024

This Agreement shall be attached to and shall form part of Policy No. 202406000531AGA - 0001N

Issued by FirstNet Insurance Company.

FirstNet Insurance Company

By: Moylan's Insurance Underwriters, Inc.
General Agent

Authorized Signature
June 28, 2024

Insured:

Villa Rosario Condominium Homeowners Association

Signature of Insured
June 28, 2024