SCOTTSDALE INSURANCE COMPANY® Scottsdale Indemnity Company SCOTTSDALE

SURPLUS LINES INSURANCE COMPANY

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

TERRORISM RISK INSURANCE ACT

Under the Terrorism Risk Insurance Act of 2002, as amended pursuant to the Terrorism Risk Insurance Program Reauthorization Act of 2015, effective January 1, 2015 (the "Act"), you have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "certified acts of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the Unit-ed States in the case of certain air carriers or vessels or the premises of a United States mission; to have been committed by an in-dividual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that where coverage is provided by this policy for losses resulting from "certified acts of terrorism," such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government agrees to reimburse eighty-five percent (85%) of covered terrorism losses in calendar year 2015 that ex-ceed the statutorily established deductible paid by the insurance company providing the coverage. This percentage of United States Government reimbursement decreases by one percent (1%) every calendar year beginning in 2016 until it equals eighty percent (80%) in 2020. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the Federal Government under the Act.

You should also know that the Act, as amended, contains a \$100 Billion Cap that limits United States Government reimbursement as well as insurers' Liability for losses resulting from "certified acts of terrorism" when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate in-sured losses for all insurers exceed \$100 billion, your coverage may be reduced.

CONDITIONAL TERRISOM COVERAGE

The federal Terrorism Risk Insurance Program Reauthorization Act of 2015 is scheduled to terminate at the end of December 31, 2020, unless renewed, extended or otherwise continued by the federal government. Should you select Terrorism Coverage provided under the Act and the Act is terminated December 31, 2020, any terrorism coverage as defined by the Act provided in the policy will also terminate.

IN ACCORDANCE WITH THE ACT, YOU MUST CHOOSE TO SELECT OR REJECT COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" BELOW:

The Note below applies for risks in these states: California, Connecticut, Georgia, Hawaii, Illinois, Iowa, Maine, Missouri, New Jersey, New York, North Carolina, Oregon, Rhode Island, Virginia, Washington, West Virginia, Wisconsin.

NOTE: In these states, a terrorism exclusion makes an exception for (and thereby provides coverage for) fire losses resulting from an act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to fire losses resulting from an act of terrorism coverage for such fire losses will be provided in your policy.

If you do not respond to our offer and do not return this notice to the Company, you will have no Terrorism Coverage under this policy.

	I hereby elect to purchase certified terrorism coverage for	
	I understand that the federal Terrorism Risk Insurance Progr	ram Reauthorization Act of 2015 may terminate on De-
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X	I hereby reject the purchase of certified terrorism coverage.	
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PRIOR CARRIER INFORMATION

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EMARKS NOTE: FIDELITY REQUIRES A FIVE YEAR LOSS HISTORY.

County does not carry GL, has Tort Immunity

NOTICE OF INSURANCE INFORMATION PRACTICES

PERSONAL INFORMATION ABOUT YOU MAY BE COLLECTED FROM PERSONS OTHER THAN YOU. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION, YOU HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND CAN REQUEST CORRECTION OF ANY INACCURACIES. A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING SUCH INFORMATION IS AVAILABLE UPON REQUEST. CONTACT YOUR AGENT OR BROKER FOR INSTRUCTION ON HOW TO SUBMIT A REQUEST TOUS.

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	MS MADE (Explain All "Yes" Responses)			TR	ANSITION					Т	1 1
	OPOSED RETROACTIVE DATE:			1			NY LO	CATION NO	T QUALIFI	ED FOR	YES NO
	ITRY DATE INTO UNINTERRUPTED CLAIMS MADE AS ANY PRODUCT, WORK, ACCIDENT, OR LOCAT		e		TRANSITIO	SOM.					
3 BE	EN EXCLUDED. UNINSURED OR SELF-INSURED	TON YES	s NO	- 2			IES FOI		100	ATE THE YEAR	IT
	OM ANY PREVIOUS COVERAGE?	INIV			FIRST QUA	. 1	ASE	PREVIOUS EX		APPLICABLE CO	VERACE
4	AS TAIL COVERAGE PURCHASED UNDER A REVIOUS POLICY?	AINY		LOC	NEW CLASS	PREV.E	7640	PAEVIOUS EX	PUBURE	PREMISES	
COMM				-		+	+			PREMISES	PRODUCTS PRODUCTS
				\vdash		+				PREMISES	PRODUCTS
				-		1				PREMISES	PRODUCTS
				-		1				PREMISES	PRODUCTS
				-		+	-			PREMISES	PRODUCTS
Aco	RD 126-S (3/88)	PI FA	SECONI	91 646	ATTACHE	DPAGE			(C) A COP	CORPORAT	
nuu	THE THY: V (VIVU)	- LEA	UL COMI	4445	A HACE	FAUL			CALUR	LANUTRUCA	1014 1988

Commercial General Liab	oility -	Wi	I I i	am	son	County		08/28	/ 18	W
CONTRACTORS / EXPLAIN ALL "YES" RESPONSES			YES	N	0 511	LL TIME STAFF:	DA.	RT TIME STAFF:		
(For Any Past Or Present Operations)			120	100		SCRIBE THE TYPE OF WOR				
DOES APPLICANT DRAW PLANS, DESIGNS, OR SPE	ECIFICATIONS	2	-	+	\dashv					
DO ANY OPERATIONS INCLUDE BLASTING OR UTIL EXPLOSIVE MATERIAL?										
DO ANY OPERATIONS INCLUDE EVACUATION, TUI UNDERGROUND WORK OR EARTH MOVING?	NNELING,			T						
DO YOUR SUBCONTRACTORS CARRY COVERAGE LESS THAN YOURS?	S OR LIMITS									
ARE CERTIFICATES OF INSURANCE REQUIRED FROM SUBO	CONTRACTORS	?		\dagger	\dashv					
DOES APPLICANT LEASE EQUIPMENT TO OTHERS WITH COPERATORS?										
REMARKS:										
PRODUCTS/COMPLETED OPERATIONS										
PRODUCTS ANNUAL GROSS SALES #	OF UNITS	MA	RKET		LIFE	INTENDED USE		PRINCIPAL COMPONENTS		900000
		T						over the second		
										-
EXPLAINALL"YES"RESPONSES (For any past or present produc	ct or operation)	YES	NO	#	EXPL	AIN ALL "YES" RESPONSES	(For any past of	or present product or operation	YES	No
DOES APPLICANT INSTALL, SERVICE OR DEMONSTRATE		-		6	-	DUCTS RECALLED,				+
FOREIGN PRODUCTS SOLD, DISTRIBUTED, USED AS COM						DUCTS OF OTHERS				
DESCRIPCION AND DESCRIPCION CONTRACTOR OF	1000000 C (Antonio			7		LICANT LABEL?	SOLD OR RE	-PACKAGED UNDER		
PRODUCTS PLANNED?	INCA			8	B PRODUCTS UNDER LABEL OF OTHERS?					1
GUARANTEES, WARRANTIES, HOLD HARMLESS AGREEME	ENTS?			9	9 VENDORS COVERAGE REQUIRED?					
PRODUCTS RELATED TO AIRCRAFT/SPACE INDUS	STRY?			10	0 DOES ANY NAMED INSURED SELL TO OTHER NAMED INSUREDS?					
ADDITIONAL INTERESTS/CERTIFICATE RECIPIENT NAME & ADDRESS (INCLUD		R FOI	R MOF	RTG	AGEES)			INTEREST		CER
420 US 79, Ltd., 230 Klattenhoff Lane, Hutto, TX 78634								Landlord/Additional Insur-	ed	х
				-		e anno				
CENTRAL INFORMATION										
GENERAL INFORMATION / EXPLAIN ALL "YES" RESPONSES	[:			#	EXPI	AIN ALL "YES" RESPONSE	8		YES	N
(For All Past Or Present Operations:)		YES	NO	7	-	PARKING FACILITIES		ENTED?	120	}
ANNA MEDICAL FACILITIES PROMIDED OF POOTOR	200			8		FEE CHARGED FOR			-)
EMPLOYED/CONTRACTED?	10		Х		-	REATION FACILITIES				>
ANY EXPOSURE TO RADIOACTIVE/NUCLEAR MAT	ERIALS?		-	10	-	HERE A SWIMMING P)
DO OPERATIONS INVOLVE STORING, TREATING, DISCHAI	RGING,			11	SPO	RTING OR SOCIAL E	VENTS SPO	NSORED?)
APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDO MATERIAL (e.g. landfills, wastes, fuel tanks, etc.)	JUS		Х	12	ANY	STRUCTURAL ALTE	RATIONS CO	ONTEMPLATED?		
ANY OPERATIONS SOLD, ACQUIRED, OR DISCON	TINUED IN			13	ANY	DEMOLITION EXPO	SURE CONTI	EMPLATED?)
LAST 5 YEARS?			X	-1						
MACHINERY OR EQUIPMENT LOANED OR RENTED TO C			Х	-1						
S ANY WATERCRAFT, DOCKS, FLOATS OWNED, HIRED, C REMARKS:	OR LEASED?		Х							
netinite.										

Policy Coverages

Additional Insured – 420 US 79, Ltd.
Broad Form Named Insured
Fellow Employee Coverage
Knowledge of Occurrence
Punitive Damages Coverage Included
60 Days NOC except for 10 Days Non-Payment
Amendment Other Insurance Condition
Notice of Occurrence
Hostile Fire Coverage
Damage to Rented Premises Included In Occurrence Limit
Inadvertent E&O/Failure to Disclose

Temporary Lease

Terms

Effective Date:

September , 2018

Landlord:

420 US 79, Ltd.

Landlord's Address: 230 Klattenhoff Lane, Hutto, Texas 78634

Tenant:

County of Williamson County, Texas

Tenant's Address:

350 Exchange Blvd., Hutto, Texas 78634

Premises:

The building, parking lots, and drive aisles, as shown in the attached Exhibit "A", and being known locally as 350 Exchange Blvd.,

Hutto, Texas

Base Rent (monthly):

\$0

Term:

Until December 15, 2018 Same as Effective Date

Commencement Date: **Termination Date:**

Earlier to occur of (i) December 15, 2018, or (ii)

Tenant vacates the Premises

Security Deposit:

\$N/A

Use:

County precinct office

Clauses and Covenants

A. Tenant agrees to -

- Lease the Premises beginning on the Commencement Date and ending on the Termination Date. However, Tenant may vacate the Premises at any time prior to the Termination Date, in which case this Lease shall terminate.
- Accept the Premises in their present condition "AS IS," the Premises being currently suitable for Tenant's intended Use.
- Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the Premises.
 - Pay for all utility services used by Tenant.
- Maintain the Premises in the same general condition as of the 5. Commencement Date, and repair any damage caused by Tenant.
- Maintain public liability insurance for the Premises and the conduct of Tenant's business, naming Landlord as an additional insured.
- To the extent allowed by law, indemnify, defend, and hold Landlord harmless from any loss, attorney's fees, court and other costs, or claims arising out of Tenant's use of the Premises.
- Vacate the Premises, remove all personal property, and return all keys to the Premises, upon termination of this Lease.

B. Tenant agrees not to -

- 1. Use the Premises for any purpose other than that stated in the Lease.
- 2. Alter the Premises.

- 3. Allow a lien to be placed on the Premises.
- 4. Assign this Lease or sublease any portion of the Premises.

C. Landlord agrees to -

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

2. Maintain normal utility service connections to the building.

D. Landlord agrees not to -

1. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.

E. Landlord and Tenant agree to the following:

- 1. Default by Landlord. Defaults by Landlord are failing to comply with any provision of this Lease within 10 days after written notice.
- 2. Default by Landlord/Tenant's Remedies. Tenant's remedies for Landlord's default are all remedies available at law.
- 3. Default by Tenant. Defaults by Tenant are failing to comply with any provision of this Lease within 10 days after written notice.
- 4. Default by Tenant/Landlord's Remedies. Landlord's remedies for Tenant's default are all remedies available at law.
- 5. Holdover. If Tenant does not vacate the Premises following termination of this Lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.
- 6. Attorney's Fees. If either party retains an attorney to enforce this Lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
 - 7. Venue. Venue is in the county in which the Premises are located.
- 8. Entire Agreement. This Lease, together with the attached exhibits and riders, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this Lease or to any expressly mentioned exhibits and riders not incorporated in writing in this Lease.
- 9. Amendment of Lease. This Lease may be amended only by an instrument in writing signed by Landlord and Tenant.
- 10. Limitation of Warranties. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.
- 11. Notices. Any notice required or permitted under this Lease must be in writing. Any notice required by this Lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid,

certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

- 12. Abandoned Property. Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.
- 13. Tenant acknowledges that following vacation of the Premises, it is Landlord's intention to demolish the building and incorporate the Premises into the adjacent Hutto Co-op development. Therefore, Tenant acknowledges that Landlord may enter onto the outside Premises for purposes of surveying, testing, and other predevelopment activity, so long as such activity does not interfere with Tenant's use of the building, or necessary parking. Landlord may enter inside the Premises only during normal working hours, and upon at least 48 hours notice to Landlord.

LANDLORD:

420 US 79, Ltd., a Texas limited partnership

> By: 420 US 79 GP, LLC, a Texas limited liability company,

a Texas limited liability company
Its general partner

By: BCP GP, LLC,

a Texas limited liability company,

Its Managing Member

By:
Edward S. Butler, Sole Member
TENANT:
COUNTY OF WILLIAMSON COUNTY, TEXAS
By:
Name:
Title

