



ARCH SPECIALTY INSURANCE COMPANY
(A Nebraska Corporation)

Home Office Address:
10306 Regency Parkway Drive
Omaha, NE 68113

Administrative Address:
One Liberty Plaza, 53rd Floor
New York, NY 10006
Tel: (800) 817-3252

POLLUTION LEGAL LIABILITY POLICY

DECLARATIONS

Policy Number: POL0030085-01 **Renewal of:** NA

Producer Name: Environmental Underwriting Solutions, a subsidiary of IOA
Producer Address: One Perimeter Park South
Suite 405N
Birmingham, AL 35243

Producer Contact: William Twitty

THIS POLICY PROVIDES CLAIMS-MADE COVERAGE. CLAIMS MUST FIRST BE MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND MUST BE REPORTED IN WRITING TO THE COMPANY DURING THE POLICY PERIOD OR THE EXTENDED REPORTING PERIOD, IF EXERCISED. THE PAYMENT OF CLAIM EXPENSES REDUCES THE LIMITS OF INSURANCE. PLEASE READ THE ENTIRE POLICY CAREFULLY.

Item 1. Named Insured: Emerald Coast Utility Authority

Item 2. Mailing Address: P.O. Box 15311
Pensacola, FL 32514

Item 3. Policy Period: **Inception Date:** 10/1/2011 **Expiration Date:** 10/1/2014

(12:01 A.M. Standard time at the address shown above)

Item 4. Retroactive Date: 10/1/2000

Item 5. Coverage Section, Deductibles and Section Limits of Liability:

Coverage Section	Each Claim Deductible	Coverage Section Limit of Liability
A	\$10,000	\$1,000,000
B	\$10,000	\$1,000,000
C	N/A	N/A
D	\$10,000	\$1,000,000

If "NA" appears for Deductible and Limits of Liability, then no such Coverage is provided under this Policy.

Coverage C Deductible refers to number of first business days of Business Interruption.

Arch Specialty Insurance Company



Pollution Legal Liability Policy

THIS POLICY PROVIDES CLAIMS-MADE AND REPORTED COVERAGE

CLAIMS MUST FIRST BE MADE AGAINST THE INSURED AND REPORTED IN WRITING TO THE COMPANY DURING THE POLICY PERIOD UNLESS AN EXTENDED REPORTING PERIOD APPLIES. THE PAYMENT OF CLAIM EXPENSES REDUCES THE LIMITS OF INSURANCE.

PLEASE READ THE ENTIRE POLICY CAREFULLY

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine YOUR rights, duties and what is and is not covered.

Words and phrases that appear in capital letters have special meanings and are defined in SECTION II - DEFINITIONS.

In consideration of the premium charged, the undertaking of the NAMED INSURED to pay the Deductible, and in reliance upon the statements in the application, and subject to the Limits of Liability of this insurance as set forth in the Declarations, and the Exclusions, Conditions and other terms of this Policy, WE agree with YOU as follows:

I. INSURING AGREEMENT

1. COVERAGE

THE FOLLOWING INDEPENDENT COVERAGES (A-D) ARE IN EFFECT ONLY IF SCHEDULED IN THE DECLARATIONS.

A. Cleanup Costs, Bodily Injury and Property Damage resulting from Pollution Events which are determined to have first commenced prior to the Retroactive Date

- (1) WE will pay LOSS that YOU are legally obligated to pay as a result of a CLAIM for CLEANUP COSTS, BODILY INJURY or PROPERTY DAMAGE caused by a POLLUTION EVENT on, under or migrating from the INSURED LOCATION, provided that:
 - a) The POLLUTION EVENT shall have first commenced prior to the RETROACTIVE DATE, and
 - b) The CLAIM was first made against YOU during the POLICY PERIOD and reported in writing to US during the POLICY PERIOD or the Extended CLAIMS Reporting Period, if applicable.
- (2) WE will also pay CLEANUP COSTS incurred by YOU resulting from DISCOVERY of a POLLUTION EVENT on, under, or migrating from the INSURED LOCATION, provided that:
 - a) The POLLUTION EVENT shall have first commenced prior to the RETROACTIVE DATE, and
 - b) The POLLUTION EVENT is reported in writing to US as soon as possible after the DISCOVERY and in any event during the POLICY PERIOD.

B. Cleanup Costs, Bodily Injury and Property Damage resulting from Pollution Events which are determined to have first commenced after the Retroactive Date

- (1) WE will pay LOSS that YOU are legally obligated to pay as a result of a CLAIM for CLEANUP COSTS, BODILY INJURY or PROPERTY DAMAGE caused by a POLLUTION EVENT on, under or migrating from the INSURED LOCATION, provided that:
 - a) The POLLUTION EVENT shall have first commenced on or after the RETROACTIVE DATE, and
 - b) The CLAIM was first made against YOU during the POLICY PERIOD and reported in writing to US during the POLICY PERIOD or the Extended CLAIMS Reporting Period, if applicable.

- (2) WE will also pay CLEANUP COSTS incurred by YOU resulting from DISCOVERY of a POLLUTION EVENT on, under, or migrating from the INSURED LOCATION, provided that:
- a) The POLLUTION EVENT shall have first commenced on or after the RETROACTIVE DATE; and
 - b) The POLLUTION EVENT is reported in writing to US as soon as possible after the DISCOVERY and in any event during the POLICY PERIOD.

C. Business Interruption

WE will pay BUSINESS INTERRUPTION EXPENSE resulting from a POLLUTION EVENT on, under, or migrating from the INSURED LOCATION, provided that:

- i) The BUSINESS INTERRUPTION EXPENSE is caused solely and directly by such POLLUTION EVENT; and
- ii) the POLLUTION EVENT commences prior to the RETROACTIVE DATE, if YOU have purchased Coverage A or the POLLUTION EVENT commences on or after the RETROACTIVE DATE, if YOU have purchased Coverage B; and
- iii) the BUSINESS INTERRUPTION is reported in writing to US within thirty (30) days of its commencement and in any event during the POLICY PERIOD.

D. Cleanup Costs, Bodily Injury and Property Damage at Non-Owned Locations

WE will pay LOSS that YOU are legally obligated to pay as a result of a CLAIM for BODILY INJURY, PROPERTY DAMAGE or CLEANUP COSTS caused by a POLLUTION EVENT on, under, or migrating from the scheduled NON-OWNED LOCATION, provided that:

- i) The parties to the CLAIM for BODILY INJURY or PROPERTY DAMAGE excludes owners or operators of the NON-OWNED LOCATION or their employees or contractors;
- ii) The CLAIM was first made against YOU during the POLICY PERIOD and reported in writing to US during the POLICY PERIOD or the Extended CLAIMS Reporting Period, if applicable.

2. DEFENSE

WE shall have the right and duty to assume the adjustment, defense and settlement of any CLAIM (and to incur any CLAIM EXPENSES we deem appropriate) to which this insurance may apply. CLAIM EXPENSES reduce the applicable Limits of Liability stated in the Declarations. Our duty to adjust, defend and settle all CLAIMS to which this insurance applies ends when the applicable Limits of Liability have been tendered into court or exhausted by payment of LOSSES or CLAIM EXPENSES.

II. DEFINITIONS

- 1. AUTOMOBILE means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any machinery or apparatus attached thereto.
- 2. BODILY INJURY means actual physical injury, sickness, or disease, sustained by any person including the death resulting therefrom and including mental anguish or emotional distress only when accompanied by physical injury.
- 3. BUSINESS DAYS means any day on which YOU would have been in operation, but for the BUSINESS INTERRUPTION.
- 4. BUSINESS INCOME means:
 - a. YOUR net profit or loss before income taxes that would have been earned or incurred had there been no BUSINESS INTERRUPTION;

- b. YOUR continuing normal operating and payroll expenses, except for payroll expenses of officers, executives, department managers and employees under contract;
- c. Costs YOU are required to pay to rent temporary premises when that portion of the INSURED LOCATION occupied by YOU is untenable (not to exceed the fair rental value of such untenable portion of YOUR INSURED LOCATION);
- d. Charges YOU incur which are the legal obligation of YOUR tenant(s) which would otherwise be YOUR obligations;

BUSINESS INCOME does not include bank interest or investment income.

- 5. BUSINESS INTERRUPTION means the necessary suspension of YOUR operations at the INSURED LOCATION as a result of a POLLUTION EVENT.
- 6. BUSINESS INTERRUPTION EXPENSE means BUSINESS INCOME and EXTRA EXPENSE; or DELAY EXPENSE; YOU incur during the BUSINESS INTERRUPTION PERIOD. Calculation of BUSINESS INTERRUPTION EXPENSE shall consider the extent to which such expense could be reduced by a complete or partial resumption of operations at the INSURED LOCATION, or by making use of other property at the INSURED LOCATION or elsewhere. BUSINESS INTERRUPTION EXPENSE shall not include any amounts that do not directly result from a covered POLLUTION EVENT.
- 7. BUSINESS INTERRUPTION PERIOD means the length of time reasonably necessary to resume normal business operations at the INSURED LOCATION from the date operations are first suspended by a POLLUTION EVENT. The BUSINESS INTERRUPTION PERIOD does not include any delays in resuming normal operations due to interference by employees or others.
- 8. CLAIM means any written demand received by YOU alleging liability or responsibility on YOUR part for LOSS under Coverage Sections A through D. One or more CLAIMS arising out of a single POLLUTION EVENT or out of a series of similar or related POLLUTION EVENTS shall constitute a single CLAIM, and shall be considered first made on the date on which the earliest Claim was first made.
- 9. CLAIM EXPENSES means:
 - a. fees charged by an attorney designated by US, or by YOU with OUR written consent, and;
 - b. all other fees, costs and expenses incurred by US resulting from the investigation, adjustment, defense of a CLAIM, and the premiums for appeal, attachment or similar bonds;
 - c. interest on the full amount of any judgment that accrues after entry of the judgment and before WE have paid, offered to pay, or deposited in court the amount available for the judgment under this policy;
 - d. allowable expenses of \$500 per day but no more than \$5,000 in total for the compensation to YOUR principals, directors, officers or employees for personally attending any legal proceeding at OUR request. These allowable expenses shall not be applied towards reducing the applicable Deductible amount and are in addition to the Limits of Liability.

CLAIM EXPENSES do not include salaries or expenses of OUR regular employees or fees and expenses of independent adjusters retained by US.

- 10. CLEANUP COSTS means:
 - a. the reasonable, necessary and directly related expenses incurred in the investigation, testing, removal and remediation (including the associated monitoring, neutralization, immobilization, containment, treatment or disposal) of contaminated soil, surface water, groundwater, or other contamination;

- b. reasonable and necessary costs incurred by YOU with OUR consent to restore, repair or replace real or personal property to substantially the same condition it was in prior to being damaged during work performed in the course of Subparagraph (a) above.

CLEANUP COSTS do not include PROPERTY DAMAGE.

- 11. DELAY EXPENSE means the following additional expenses that YOU incur as a result of delay in the completion date of the INSURED PROJECT, provided such project and completion date have been endorsed to this policy:
 - a. Interest on money YOU have borrowed to finance the construction, development or remediation of the INSURED PROJECT;
 - b. Advertising, promotional or renegotiation expenses to lease or sell the INSURED LOCATION; and
 - c. Architectural, engineering and consulting fees.
- 12. DISCOVERY means first discovery by any RESPONSIBLE INSURED during the POLICY PERIOD.
- 13. EMERGENCY EXPENSE means the reasonable and necessary costs incurred by YOU, or for which YOU are legally liable to avoid an imminent and substantial endangerment to the public health or welfare of the environment.
- 14. EXTRA EXPENSE means expenses incurred by YOU that would not have been incurred had there been no BUSINESS INTERRUPTION and which are reasonable and necessary to avoid, mitigate or minimize such BUSINESS INTERRUPTION, but only to the extent these expenses actually reduce BUSINESS INTERRUPTION EXPENSE otherwise covered under this policy.
- 15. INSURED means:
 - a. YOU or YOUR;
 - b. any current or former principal, partner, officer, director, or employee, contract employee or leased personnel while acting within the scope of their employment or written agreement with an INSURED;
 - c. for a corporation, YOUR predecessors, and any subsidiaries and companies or corporations under YOUR ownership or control;
 - d. the heirs, executors, administrators, assigns and legal representatives of each INSURED in the event of death, incapacity, or bankruptcy;
 - e. YOUR retired partner, officer or director while acting within their duties as a consultant for YOU pursuant to a written contract; or
 - f. any other person or entity endorsed onto this policy as an INSURED.
- 16. INSURED LOCATION means only those location(s) stated in item 7. of the Declarations.
- 17. INSURED PROJECT means only those project(s) identified within an Insured Project Endorsement and attached to this policy.
- 18. LOSS means:
 - a. BODILY INJURY or PROPERTY DAMAGE resulting in monetary awards or settlements of compensatory damages; civil fines, penalties and assessments; and where allowable by law, punitive, exemplary or multiple damages;
 - b. CLEANUP COSTS; and
 - c. CLAIM EXPENSES.
- 19. MEDIATION means any non-binding intervention by a neutral third party.

20. NAMED INSURED means the person or entity stated in item 1. of the Declarations.
21. NATURAL RESOURCE DAMAGE(S) means the sum of:
- a. reasonable direct costs, including costs of assessment, associated with action necessary to restore (including replacement) the natural resources to its baseline condition prior to the POLLUTION EVENT, and
 - b. the value of the natural resources to the public attributable to the direct use of the services provided by the natural resources, including the land, surface water, groundwater, subsurface strata, air, fish, wildlife, or biota, caused by the POLLUTION EVENT, between the time of a POLLUTION EVENT and restoration of the natural resources injured by the POLLUTION EVENT.
22. NON-OWNED LOCATION means a site that is not owned or operated by YOU and that is identified in a NON-OWNED LOCATION Schedule endorsed to this policy.
23. POLICY PERIOD means the period stated in item 3. of the Declarations, or any shorter period arising as a result of termination or cancellation of the policy.
24. POLLUTION EVENT means the discharge, dispersal, release, or escape of any solid, liquid, gaseous or thermal contaminant or pollutant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. A POLLUTION EVENT shall be deemed to have first commenced at the time of the earliest act, which by itself or in combination with subsequent similar or related acts, results in a LOSS or BUSINESS INTERRUPTION.
25. PROPERTY DAMAGE means:
- a. physical injury to or destruction of tangible property including the resulting loss of use thereof;
 - b. loss of use of tangible property that has not been physically injured or destroyed, but not diminution in value of such property;
 - c. NATURAL RESOURCE DAMAGE(S).
26. RESPONSIBLE INSURED means:
- a. An officer, director or partner on the NAMED INSURED;
 - b. Any manager of the INSURED LOCATION; and
 - c. The manager or supervisor of the NAMED INSURED responsible for environmental affairs, control or compliance.
27. RETROACTIVE DATE means the date stated in item 4. of the Declarations or attached Endorsement.
28. UNDERGROUND STORAGE TANK SYSTEM means any tank including any associated underground piping or ancillary equipment that has at least ten (10) percent of its volume below ground.
29. WE, US, and OUR refer to the Company providing this insurance.
30. YOU and YOUR mean the NAMED INSURED shown in the Declaration's and any other INSURED under this policy.

III. EXCLUSIONS

This insurance does not apply to LOSS or BUSINESS INTERRUPTION arising directly or indirectly out of:

- A. any POLLUTION EVENT which occurred prior to the inception date of the policy, if known by a RESPONSIBLE INSURED and not disclosed to US prior to the inception of coverage under this policy or any previous policy for which this policy is a renewal thereof.

- B. POLLUTION EVENT resulting directly or indirectly from the intentional, knowing, willful or deliberate non-compliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body by any RESPONSIBLE INSURED.
- C. a CLAIM made by an INSURED against any other INSURED, unless such claim is initiated by a third party or arises out of an indemnification given by one NAMED INSURED to another NAMED INSURED in a contract or agreement that is identified in an Insured Contract Endorsement and attached to this policy.
- D. the presence of or exposure to lead-based paint or asbestos or asbestos-containing materials installed or applied in, on or to any building or structure at any INSURED LOCATION;
- E. any obligation of the INSURED under a workers compensation, disability benefits or unemployment compensation law or any similar law;
- F. liability of others assumed by YOU under any contract or agreement; however, this exclusion shall not apply to:
 1. liability assumed by YOU in a contract or agreement that is identified in an Insured Contract Endorsement and attached to this policy; or
 2. liability that would have attached to YOU by operation of law in the absence of such contract or agreement.
- G. criminal fines, criminal penalties or criminal assessments;
- H. any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot or civil commotion;
- I. the ownership, entrustment, maintenance, use, operation, loading or unloading of any AUTOMOBILE, aircraft, vessel, railroad or rolling stock beyond the boundaries of the INSURED LOCATION unless endorsed onto this policy;
- J. any real property or personal property owned, leased, or rented by YOU. However, this exclusion does not apply to CLEANUP COSTS;
- K. any UNDERGROUND STORAGE TANK SYSTEM at the INSURED LOCATION and known by a RESPONSIBLE INSURED as of the policy inception date. However, this exclusion does not apply to an UNDERGROUND STORAGE TANK SYSTEM that is designated in an UNDERGROUND STORAGE TANK SCHEDULE and endorsed to this policy;
- L. Costs, charges or expenses for YOUR goods or services unless such costs, charges or expenses are EMERGENCY EXPENSE or are incurred with OUR consent.

IV. LIMITS OF LIABILITY AND DEDUCTIBLE

CLAIM EXPENSES ARE INCLUDED WITHIN AND WILL REDUCE THE LIMITS OF LIABILITY.

A. Coverage Section Limit of Liability

OUR liability for LOSSES, BUSINESS INTERRUPTION EXPENSES, and CLAIM EXPENSES under each Coverage Section in Coverage A through D shall not exceed the amount stated in the Declarations as the Coverage Section Limit of Liability.

B. Aggregate Limit of Liability Each Policy Period

OUR liability as a result of all CLAIMS for LOSSES, BUSINESS INTERRUPTION EXPENSES and CLAIM EXPENSES under all Coverages provided by this Policy shall not exceed the amount stated in Item 6 of the Declarations.

C. Each Claim Deductible

1. Coverage Sections A, B and D

As a condition precedent to OUR liability under this Policy, the Each Claim Deductible amount as stated in Item 5 of the Declarations shall be paid by YOU and shall be applicable to each CLAIM under Each Coverage Section and shall include all LOSSES and CLAIM EXPENSES up to the Deductible amount for each CLAIM.

YOUR total Deductible payments, in respect to each CLAIM shall not exceed the Deductible amount stated in the Declarations. WE may from time to time advance payments for LOSSES and CLAIM EXPENSES within the Deductible. Any amounts first paid by US within the Deductible shall, upon written demand by US, be paid by YOU to US within thirty (30) days.

Each CLAIM, regardless of whether it arises out of a single POLLUTION EVENT or out of a series of similar or related POLLUTION EVENTS, shall be subject to the Each CLAIM Limit of Liability and only one Deductible.

2. Coverage C – Business Interruption

Subject to the Limits of Liability, WE will pay BUSINESS INTERRUPTION EXPENSE in excess of the BUSINESS INTERRUPTION EXPENSE YOU incur during the number of first BUSINESS DAYS of a BUSINESS INTERRUPTION stated as the Each Claim Deductible. The Each Claim Deductible period applies to all BUSINESS INTERRUPTION EXPENSE arising out of a single POLLUTION EVENT or out of a series of related POLLUTION EVENTS.

D. Multiple Insureds, Claims and Claimants

The Limits of Liability shown in the Declarations and described herein are the most WE will pay, regardless of the number of INSUREDS, CLAIMS, or individuals or entities making CLAIMS.

If more than one COVERAGE SECTION applies to a CLAIM, OUR liability for LOSSES and CLAIM EXPENSES shall not exceed the single highest amount stated in the Declarations for any of the applicable Coverage Section Limits of Liability.

V. NOTICE

A. Notice of Claim, Discovery or Business Interruption

In the event of a CLAIM or DISCOVERY of a POLLUTION EVENT, YOU must provide to US written notice as soon as possible and in any event during the POLICY PERIOD, or Extended CLAIMS Reporting Period, if applicable. To the extent possible such notice should contain particulars sufficient to identify YOU or any INSURED involved and reasonably obtainable information with respect to time, place and circumstances, and the names and addresses of any injured parties and of available witnesses. YOU further agree to send US copies of all demands or legal documents immediately. YOUR knowledge of CLAIM shall be deemed to have occurred when a principal, partner, director, or executive officer first learned of the CLAIM.

In the event of a BUSINESS INTERRUPTION, YOU must provide to US prompt written notice as soon as possible and in any event no later than thirty (30) days after its commencement.

All CLAIMS, DISCOVERY of a POLLUTION EVENT and BUSINESS INTERRUPTION are to be reported to:

**Arch Specialty Insurance Company
Environmental Claims Dept.
One Liberty Plaza, 53rd floor
New York, New York 10006
Tel: (800) 817-325 Fax: (212) 651-6499**

B. Notice of Circumstance

If during the POLICY PERIOD YOU become aware of a circumstance from which a CLAIM is reasonably anticipated, and if during the POLICY PERIOD YOU give notice to US of:

1. the cause of the POLLUTION EVENT;
2. the LOSSES which have or may result from such POLLUTION EVENT; and
3. how and when YOU first became aware of such POLLUTION EVENT;

then any CLAIM, for which coverage is provided by this policy, that may be made against YOU arising out of such POLLUTION EVENT shall be deemed for the purposes of this insurance to have been made on the date on which the notice was given to US. WE may elect to investigate any circumstance that is reported to US. Any costs associated with the investigation of a circumstance prior to a CLAIM being made will not be considered CLAIM EXPENSES. These costs shall not be applied towards reducing the applicable Deductible and are in addition to the Limits of Liability and shall be borne by US.

VII. EXTENDED REPORTING PERIOD

A. Automatic Extended CLAIMS Reporting Period

If WE or YOU terminate or non-renew this insurance for any reason other than nonpayment of premium or Deductible, YOUR failure to comply with any term and condition, or fraud or material misrepresentation, YOU shall be entitled to a period of sixty (60) days from the date of policy termination to report CLAIMS which are made against YOU during the policy period. This Automatic Extended CLAIMS Reporting Period may not be canceled by US and does not require the payment of an additional premium. This automatic Extended CLAIMS Reporting Period does not increase or reinstate the Limits of Liability applicable under the policy and shall be included within the Optional Extended CLAIMS Reporting Period if such is purchased.

B. Optional Extended CLAIMS Reporting Period

If YOU do not renew or replace this insurance, or if WE cancel or refuse to renew this policy for reasons other than the nonpayment of premium or Deductible, noncompliance with the terms and conditions of this policy or fraud or material misrepresentation, upon the payment of an additional premium, YOU shall have the option to extend the period by which a CLAIM can be made against YOU and reported to US. This Optional Extended CLAIMS Reporting Period shall apply only to CLAIMS arising from a POLLUTION EVENT that took place before the expiration of the POLICY PERIOD and that are otherwise covered by this policy. This Optional Extended CLAIMS Reporting Period does not increase or reinstate the Limits of Liability applicable under the policy.

The premium for the Optional Extended CLAIMS Reporting Period shall be determined by charging (1) 100% of the annual premium for twelve (12) months, (2) 150% for twenty-four (24) months, or (3) 200% for thirty-six (36) months. The purchase of an Optional Extended CLAIMS Reporting Period shall be endorsed herein.

YOUR right to purchase the Optional Extended CLAIMS Reporting Period must be exercised by notice in writing not later than thirty (30) days after the cancellation or termination date of this policy. Effective notice must indicate the total Optional Extended CLAIMS Reporting Period desired AND MUST INCLUDE PAYMENT OF PREMIUM FOR SUCH PERIOD. If such notice and the premium are not mailed to US within thirty (30) days, then YOU shall not at a later date be entitled to purchase an Optional Extended CLAIMS Reporting Period.

At the commencement of any Optional Extended CLAIMS Reporting Period, the entire premium therefore shall be deemed earned, and in the event YOU terminate the Optional Extended CLAIMS Reporting Period before its term for any reason, WE shall not be obligated to return to YOU any portion of the premium.

C. Other Insurance

The insurance afforded by the Automatic Extended CLAIMS Reporting Period and the Optional Extended CLAIMS Reporting Period is excess over any other valid and collectible insurance available under policies in force, including any subsequent insurance purchased by YOU covering either the Automatic Extended CLAIMS Reporting Period or the Optional Extended CLAIMS Reporting Period.

VIII. CONDITIONS

A. Duties in the event of a Pollution Event

In the event a RESPONSIBLE INSURED becomes aware of a POLLUTION EVENT, YOU must take all actions necessary to comply with environmental laws, including retaining competent contractors and other professionals. WE have the right but not the duty to review and approve all such actions. In addition, we have the right but not the duty to participate in decisions regarding CLEANUP COSTS and to take actions necessary to comply with environmental laws. Any sums expended by US in taking such action will be deemed incurred by YOU and will reduce the Limits of Liability.

B. Voluntary Claim Expense Payments

No costs, charges or related CLAIM EXPENSES shall be incurred without OUR written consent which shall not be unreasonably withheld.

C. Settlement and Compromise of Claims

WE will not settle or compromise any CLAIM without YOUR consent. YOU shall do nothing to prejudice OUR rights under this policy nor shall YOU admit liability or settle any CLAIM without OUR written consent. If YOU refuse to consent to any settlement or compromise recommended by US involving any part of OUR limits of liability and acceptable to the claimant, and YOU elect to contest the CLAIM, suit or proceeding, then OUR liability shall not exceed the amount which WE would have paid for LOSSES and CLAIM EXPENSES at the time the CLAIM or suit or proceeding could have been settled or compromised.

D. Cooperation

YOU shall assist and cooperate with US in the investigation, settlement and defense of all CLAIMS made against YOU, and the investigation and settlement of any DISCOVERY of a POLLUTION EVENT resulting in CLEANUP COSTS or BUSINESS INTERRUPTION. Upon OUR request YOU shall authorize the release of records and other information, secure and give evidence, attend hearings and trials and obtain the location of and cooperation of witnesses. Any expenses YOU incur resulting from such cooperation are not considered CLAIM EXPENSES, and are thus not recoverable under this policy or chargeable against YOUR Deductible.

E. Selection of Legal Counsel for Defense of Potentially Covered Claims

WE shall have the right and duty to designate legal counsel for the investigation, defense or settlement of a CLAIM. In the event that YOU are entitled by law to select independent counsel to defend YOU against potentially covered CLAIMS asserted by third parties at OUR expense and YOU elect to select such counsel, the attorney's fees and all other litigation expenses WE must pay to that counsel are limited to the rates WE actually pay to counsel WE retain in the ordinary course of business in the defense of similar CLAIMS in the community where the CLAIM arose or is being defended.

Additionally, WE may exercise the right to require that such counsel have certain minimum qualifications with respect to their legal competency including experience in defending CLAIMS similar to the one pending against YOU and to require such counsel to have errors and omissions insurance coverage. As respects any such counsel, YOU agree to require YOUR counsel to, in a timely manner, provide US with information regarding the CLAIM and to respond to OUR request for information regarding the CLAIM.

YOU may at anytime, by YOUR signed consent, freely and fully waive YOUR right to select independent counsel.

F. Additional Duties in the event of Business Interruption

1. If WE and YOU disagree on the amount of BUSINESS INTERRUPTION EXPENSE, either may make a written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser.

The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of BUSINESS INTERRUPTION EXPENSE. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding.

Each party will pay its chosen appraiser, and bear the expenses of the appraisal and umpire equally.

2. YOU must see that the following are done in the event of BUSINESS INTERRUPTION:

(a) Take all reasonable steps to protect the INSURED LOCATION from further damage.

(b) As often as may be reasonably required, permit us to inspect the INSURED LOCATION proving the BUSINESS INTERRUPTION and examine YOUR books and records. Also permit US to make copies of YOUR books and records.

(c) Send US a signed, sworn proof of loss containing the information WE request to investigate the claim. YOU must do this within 60 days after OUR request. WE will supply YOU with the necessary forms.

(d) If YOU intend to continue YOUR business, YOU must resume all or part of your operations as quickly as possible.

3. WE may examine any INSURED under oath, while not in the presence of any other INSURED and at such time as may be reasonably required, about any matter relating to this insurance or the claim, including an INSURED's books and records. In the event of an examination, an INSURED's answers must be signed.

G. Action Against US

1. With respect to claims by third parties against You, no action shall lie against US unless, as a condition precedent thereto, there shall have been full compliance with all of the terms and conditions of this policy, and both YOUR liability and the amount of YOUR obligations to pay has been finally determined either by judgment against YOU after an actual trial or by YOUR written agreement with the claimant or the claimant's legal representative with OUR prior approval.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join US as a party to any action against YOU to determine YOUR liability, nor shall WE be impleaded by YOU or YOUR legal representative.

2. With respect to BUSINESS INTERRUPTION, no one may bring a legal action against US under this insurance unless there has been full compliance with all of the terms of this insurance, and the action is brought within 2 years after the date on which the BUSINESS INTERRUPTION first commenced.

H. Assignment

Assignment of interest under this policy shall not bind US without OUR express written consent.

I. Audit And Inspection

Solely for OUR benefit, WE shall be permitted but not obligated to inspect, sample and monitor on

a continuing basis the INSURED's property or operations at any time. OUR audit or inspection of YOU shall not constitute an undertaking on behalf of the INSURED or others to determine or warrant that property or operations are safe or conform to acceptable engineering practice or are in compliance with any law, rule, or regulation.

J. Bankruptcy or Insolvency

YOUR bankruptcy or insolvency shall not relieve US of OUR obligations under this policy.

K. Cancellation and Nonrenewal

1. Cancellation by YOU

- a. YOU may cancel this policy by surrender thereof to US or any of OUR authorized representatives or by mailing to US written notice stating when thereafter such cancellation shall be effective.
- b. If YOU cancel this policy, WE shall retain the customary short rate proportion of the premium.

2. Cancellation by US

- a. If this policy has been in effect less than sixty (60) days and is not a renewal of a policy issued by US, WE may cancel this policy for any reason.
- b. If this policy has been in effect for sixty (60) days or more or is a renewal of a policy issued by US, this policy may not be canceled except for one or more of the following reasons:
 - (1) Nonpayment of premium or Deductible when due;
 - (2) Fraud or material misrepresentation affecting the policy;
 - (3) Violation of any of the terms or conditions of the policy;
 - (4) Loss of reinsurance; or
 - (5) Material change in the risk.
- c. Written notice of cancellation shall be mailed or delivered by US to YOU at least:
 - (1) Fifteen (15) days prior to the effective date of cancellation, if this policy is canceled for nonpayment of premium; or
 - (2) Sixty (60) days prior to the effective date of cancellation, if this policy is canceled for any other reason.
- d. Delivery shall be considered to be equivalent to mailing. Proof of mailing shall be considered to be proof of notice.
- e. If this policy is canceled by US, the earned premium shall be computed pro rata.

3. Nonrenewal

If WE elect not to renew this policy WE will mail a written notice at least sixty (60) days prior to expiration, unless the reason for nonrenewal is nonpayment of premium or YOUR deductible obligations or if YOU failed to comply with any other term or condition. Proof of mailing shall be considered to be proof of notice.

L. Changes

The terms and conditions of this policy may only be altered by an endorsement issued by US.

M. Choice of Law and Jurisdiction

If a dispute arises over the meaning, interpretation or operation of any term, condition, definition or provision of this policy, YOU and WE agree that the substantive law of the State of New York shall

apply regardless of the choice of law or conflicts of law principles.

N. Other Insurance

1. The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and YOU have other insurance which is stated to be applicable to the loss on an excess basis, the amount of OUR liability under this policy shall not be reduced by the existence of such insurance.
2. When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess, or contingent, WE shall not be liable under this policy for a greater proportion of the loss than that stated in the Declarations or the following contribution provision; whichever is lower:
 - a. Contribution by Equal Shares - If all of such other valid and collectible insurance provides for contribution by equal shares, WE will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
 - c. Contribution by Limits - If any of the other insurance does not permit contribution by equal shares, WE will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

O. Representations

By acceptance of this policy, YOU agree that the statements in the application and its attachments are YOUR agreements and representations, that this policy is issued in reliance upon the truth of such representations, and that this policy, its Declarations and endorsements embody all agreements existing between YOU and US relating to this insurance.

P. Separation of Insureds

Except with respect to the Limits of Liability, and any rights or duties specifically assigned to YOU, this insurance applies:

As if each Named INSURED were the only Named INSURED; and

Separately to each INSURED against whom a CLAIM is made.

Misrepresentation, concealment, breach of contract or violation of any duty under this policy by one INSURED shall not prejudice the interest of coverage of another INSURED under this policy.

Q. Sole Agent

The first NAMED INSURED shall act on behalf of all INSUREDS for all purposes, including but not limited to the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this policy, complying with all applicable CLAIMS provision, giving and receiving notice of cancellation or nonrenewal, reimbursement to US of any Deductible advanced and the exercise of the rights provided in the Extended CLAIMS Reporting Period or Paragraph I. below.

R. Subrogation

In the event of any payment under this policy, WE shall be subrogated to all YOUR rights of recovery against any person or organization and YOU shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. YOU shall do nothing to prejudice such rights.

WE shall not exercise any such right against any persons, firms or corporations included in the definition of an INSURED or against YOUR clients if prior to the CLAIM, a waiver of subrogation was so required and accepted under a specific contractual undertaking by YOU.

All recoveries obtained through subrogation shall be applied equally towards YOUR Deductible and OUR costs with any remaining balance payable to US.

S. Policy Territory

The insurance afforded by this policy applies worldwide. Where suits are brought or CLAIMS are made outside of the United States of America and its territories and possessions, Puerto Rico, or Canada, the following additional provisions apply:

1. WE shall have the right but not the duty to investigate, defend or settle any such CLAIMS brought against an INSURED;
2. If WE elect not to investigate, defend or settle any such CLAIM, the INSURED shall, under OUR supervision, arrange for such investigation and defense thereof as is reasonably necessary and subject to OUR prior authorization, shall effect such settlement thereof as WE and an INSURED deem expedient;
3. WE will reimburse the INSURED for the reasonable cost of such investigation and defense and the amount of any settlement or judgment in excess of the Deductible amount stated in the Declarations, all subject to and within the Limits of Liability stated in the Declarations; and
4. Such reimbursement shall be made in United States currency at the rate of exchange prevailing on the date the judgment is rendered or the date that the amount of the settlement is agreed upon or the date expenditure is made.



Signature Page

IN WITNESS WHEREOF, Arch Specialty Insurance Company has caused this policy to be executed and attested.

A handwritten signature in cursive script that reads "Mark D. Lyons".

Mark D. Lyons
President

A handwritten signature in cursive script that reads "Martin J. Nilsen".

Martin J. Nilsen
Secretary

Claims Handling Procedures

An important value of your insurance coverage is the ability of the insurance company to respond when you have a claim. Arch Specialty Insurance Company is committed to providing its insureds with effective claim services.

Notices of each incident, claim or suit must be sent immediately to:

Arch Specialty Insurance Company
Environmental Claims
10909 Mill Valley Road, Suite 210
P.O. Box 542033
Omaha, NE 68154
Phone: 877 688-ARCH (2724)
Fax: 866 266-3630
E-mail: Claims@ArchInsurance.com

You will be contacted by a representative of the company's Claim Department. This representative will confirm receipt of the loss notice directly to you, provide a company claim number for all future correspondence, refer to legal counsel if necessary, and discuss further handling of the claim.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT

It is agreed that:

1. In the event of the failure of the Insurer to pay any amount claimed to be due hereunder, the Insurer, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction. All matters arising under this Policy shall be determined in accordance with the law and practice of such Court, provided that nothing shall prohibit the Insurer from removing any action, suit or proceeding to a United States District Court. The Insurer shall abide by the final decision of such court or any appellate court in the event of an appeal.
2. Service of process in the above described action, suit or proceeding may be made upon: General Counsel, Arch Insurance Group Inc., One Liberty Plaza, 53rd floor, New York, NY 10006. Upon the request of the Insured, such General Counsel shall give a written undertaking to enter an appearance on behalf of the Insurer in the event that such an action, suit or proceeding shall be instituted.
3. Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Insurer hereby designates the Superintendent, Commissioner, or Director of Insurance or other officer specified in such statute as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted against the Insurer upon this Policy. The Superintendent, Commissioner or Director of Insurance or other officer is hereby authorized and directed to accept service of process on behalf of the Insurer in any such action, suit or proceeding and to mail a copy of such process to the above mentioned General Counsel.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 1

Policy Number: POL0030085-01

Named Insured: Emerald Coast Utility Authority

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 1001/2011

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM ENDORSEMENT

This endorsement modifies insurance provided under the:

Pollution Legal Liability Policy

In consideration of the premium charged, it is hereby understood and agreed that Section **VIII, CONDITIONS**, Paragraph K.1., is deleted in its entirety and replaced with the following:

K. Cancellation and Nonrenewal

1. Cancellation by YOU
 - a. YOU may cancel this policy by surrender thereof to US or any of OUR authorized representatives or by mailing to US written notice stating when thereafter such cancellation shall be effective.
 - b. If YOU cancel this policy, WE shall retain the customary short rate proportion of the premium or 25 per cent of the premium, whichever is greater.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:2

Policy Number: POL0030085-01

Named Insured: Emerald Coast Utility Authority

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10/01/2011

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOLD AND FUNGUS – TOTAL EXCLUSION

This endorsement modifies insurance provide under the:

Pollution Legal Liability Policy

In consideration of the premium charged, it is hereby understood and agreed that Section III, **EXCLUSIONS** is hereby amended to include the following:

This insurance does not apply to LOSS or BUSINESS INTERRUPTION arising directly or indirectly out of:

1. the presence of any FUNGUS(I), MOLD(S) or SPORE(S) or any substance, vapor or gas produced by or arising out of any FUNGUS(I), MOLD(S) or SPORE(S); or
2. water intrusion, condensation, or other accumulation of moisture that results directly or indirectly in the presence of any FUNGUS(I), MOLD(S) or SPORE(S) or any substance, vapor or gas produced by or arising out of any FUNGUS(I), MOLD(S) or SPORE(S).

For the purposes of this exclusion, it is hereby understood and agreed that Section II, **DEFINITIONS** is hereby amended to include the following:

FUNGUS(I) includes but is not limited to:

- a) any form or type of MOLD, mushroom or mildew, .
- b) any other fungal structure, and
- c) any volatile organic compounds, mycotoxins, allergenic proteins or other substances or gases produced by or arising out of any MOLD(S), mushroom, mildew, fungal structure or SPORE(S).

MOLD(S) includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and FUNGUS(I) that produce MOLD(S).

SPORE(S) means any dormant or reproductive body produced by or arising out of any FUNGUS(I), MOLD(S), mildew, plants, organisms or microorganisms.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:3

Policy Number: POL0030085-01

Named Insured: Emerald Coast Utility Authority

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10/1/2011

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TERRORISM EXCLUSION

This endorsement modifies insurance provided under the:

Pollution Legal Liability Policy

In consideration of the premium charged, it is hereby understood and agree that the following exclusion is added to Section III. **EXCLUSION:**

Arising directly or indirectly as result of or in connection with **TERRORISM**, including but not limited to, any **CLAIM** or **LOSS** caused by fire, looting or theft.

It is further agreed that the following definition is added to Section II. **DEFINITIONS:**

TERRORISM means the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, government, power, authority or military force, when the effect is to intimidate, coerce or harm a government, the civilian population or any segment thereof, or to disrupt any segment of the economy.

TERRORISM shall also include any act which is verified or recognized by the United States Government as an act of terrorism.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:4

Policy Number: POL0030085-01

Named Insured: Emerald Coast Utility Authority

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10/1/2011

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
TRANSPORTATION COVERAGE – NON OWNED VEHICLES

This endorsement modifies insurance provided under the:

Pollution Legal Liability Policy

In consideration of the premium charged, it is hereby understood and agreed that Section I. **INSURING AGREEMENT, 1. COVERAGE** is amended by adding Paragraph E with coverage as follows:

E. Pollution Events resulting from Transportation

1. WE will pay LOSS that YOU are legally obligated to pay as a result of a CLAIM for CLEANUP COSTS, BODILY INJURY or PROPERTY DAMAGE resulting from a POLLUTION EVENT caused by transportation of YOUR products or waste materials provided the conveyance is not owned by YOU, and that the CLAIM was first made against YOU during the POLICY PERIOD and reported in writing to US during the POLICY PERIOD or the Extended CLAIMS Reporting Period, if applicable
2. LOSS does not apply to PROPERTY DAMAGE to any conveyance utilized during the transportation of YOUR products or waste materials. This exclusion does not apply to CLAIMS made by third-party carriers for such PROPERTY DAMAGE arising from YOUR negligence.
3. LOSS does not apply to POLLUTION EVENTS that commence prior to the transportation of YOUR products or waste materials, or POLLUTION EVENTS that commence after YOUR products or waste materials have been off-loaded from the conveyance that was transporting it. This exclusion does not apply to any POLLUTION EVENT occurring at an INSURED LOCATION or NON-OWNED LOCATION endorsed to this policy.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 5

Policy Number: POL0030085-01

Named Insured: Emerald Coast Utility Authority

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10/01/2011

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRANSPORTATION COVERAGE – OWNED VEHICLES

This endorsement modifies insurance provided under the:

Pollution Legal Liability Policy

In consideration of the premium charged, it is hereby understood and agreed that Section **I. INSURING AGREEMENT, 1. COVERAGE** is amended by adding Paragraph **E** with coverage as follows:

E. Pollution Events resulting from Transportation

1. WE will pay LOSS that YOU are legally obligated to pay as a result of a CLAIM for CLEANUP COSTS, BODILY INJURY or PROPERTY DAMAGE resulting from a POLLUTION EVENT caused by transportation of YOUR products or waste materials provided that the conveyance is owned by YOU and the CLAIM was first made against YOU during the POLICY PERIOD and reported in writing to US during the POLICY PERIOD or the Extended CLAIMS Reporting Period, if applicable
2. LOSS does not apply to PROPERTY DAMAGE to YOUR conveyance utilized during the transportation of YOUR products or waste materials.
3. LOSS does not apply to POLLUTION EVENTS that commence prior to the transportation of YOUR products or waste materials, or POLLUTION EVENTS that commence after YOUR products or waste materials have been off-loaded from YOUR conveyance. This exclusion does not apply to any POLLUTION EVENT occurring at an INSURED LOCATION or NON-OWNED LOCATION endorsed to this policy.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 6

Policy Number: POL0030085-01

Named Insured: Emerald Coast Utility Authority

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10/01/2011

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNDERGROUND STORAGE TANK SYSTEMS SCHEDULE ENDORSEMENT

This Endorsement modifies insurance provided under the:

Pollution Legal Liability Policy

This insurance will apply to POLLUTION EVENTS based upon or arising out of the existence of the following UNDERGROUND STORAGE TANK SYSTEMS, provided the POLLUTION EVENT shall have first commenced on or after the RETROACTIVE DATE:

Schedule of UST Systems

Fac ID	Facility Name	Facility Address	City	Tank ID	Tank Placement	Tank Content	Tank Size (In Gallons)
9803277	EMERALD COAST UTILITY AUTHORITY- SW PUMP STATION	12230 SORRENTO RD	PENSACOLA	180749	ABOVEGROUND	Emerg Generator Diesel	2000
8626033	EMERALD COAST UTILITY AUTHORITY- ELLYSON	9250 HAMMAN AVE	PENSACOLA	202300	ABOVEGROUND	Vehicular Diesel	12000
8626818	EMERALD COAST UTILITY AUTHORITY- GODWIN	3050 GODWIN LN	PENSACOLA	201127	ABOVEGROUND	Unleaded Gas	12000
8736066	EMERALD COAST UTILITY AUTHORITY- CORYFIELD RD	609 S CORYFIELD RD	PENSACOLA	3616	ABOVEGROUND	Vehicular Diesel	12500
8736066	EMERALD COAST UTILITY AUTHORITY- CORYFIELD RD	609 S CORYFIELD RD	PENSACOLA	3617	ABOVEGROUND	Unleaded Gas	12500
9801318	EMERALD COAST UTILITY AUTHORITY- PENSACOLA BRANCH	53 VIA DELUNA	PENSACOLA BEACH	197124	ABOVEGROUND	Emerg Generator Diesel	2000
9801919	EMERALD COAST UTILITY AUTHORITY- BAYOU MARCUS	3050 FAYAL DR	PENSACOLA	196144	ABOVEGROUND	Vehicular Diesel	600
8626818	EMERALD COAST UTILITY AUTHORITY- GODWIN	3050 GODWIN LN	PENSACOLA	201126	ABOVEGROUND	Vehicular Diesel	10000
9810730	EMERALD COAST UTILITY AUTHORITY ELLYSON OPERATIONS	9355 STURDEVANT ST	PENSACOLA	202052	ABOVEGROUND	Emerg Generator Diesel	2000
8626033	EMERALD COAST UTILITY AUTHORITY- ELLYSON	9250 HAMMAN AVE	PENSACOLA	202299	ABOVEGROUND	Vehicular Diesel	12000
8736066	EMERALD COAST UTILITY AUTHORITY- CORYFIELD RD	609 S CORYFIELD RD	PENSACOLA	173833	ABOVEGROUND	Generator/Pump Diesel	2000
8626033	EMERALD COAST UTILITY AUTHORITY- ELLYSON	9250 HAMMAN AVE	PENSACOLA	202301	ABOVEGROUND	Unleaded Gas	12000
8628187	ESCAMBIA CNTY UTIL AUTH	9300 STURDEVANT ST	PENSACOLA	3945	UNDERGROUND	Vehicular Diesel	2000
9801318	EMERALD COAST UTILITY AUTHORITY- PENSACOLA BRANCH	53 VIA DELUNA	PENSACOLA BEACH	174157	ABOVEGROUND	Emerg Generator Diesel	2000
9801919	EMERALD COAST UTILITY AUTHORITY- BAYOU MARCUS	3050 FAYAL DR	PENSACOLA	176239	ABOVEGROUND	Emerg Generator Diesel	2000

9801919	EMERALD COAST UTILITY AUTHORITY- BAYOU MARCUS	3050 FAYAL DR	PENSACOLA	196143	ABOVEGROUND	Vehicular Diesel	2500
9803309	EMERALD COAST UTILITY AUTHORITY- ADMINISTRATION	9255 STURDEVANT, ADM BUILDING	PENSACOLA	180683	ABOVEGROUND	Emerg Generator Diesel	2000
9806466	EMERALD COAST UTILITY AUTHORITY- MAIN STREET PLANT	401 W GOVERNMENT	PENSACOLA	189302	ABOVEGROUND	Fuel Oil - Distribution	150000
	CWRF	2980 Old Chemstrand Road, Pensacola, FL	Pensacola		Aboveground	Magnesium Hydroxide	12,000
	CWRF	2980 Old Chemstrand Road, Pensacola, FL	Pensacola		Aboveground	Alum	12,000
	CWRF	2980 Old Chemstrand Road, Pensacola, FL	Pensacola	Tank no. 1	Aboveground	Hypochlorite	22,000
	CWRF	2980 Old Chemstrand Road, Pensacola, FL	Pensacola	Tank no. 2	Aboveground	Hypochlorite	22,000
	CWRF	2980 Old Chemstrand Road, Pensacola, FL	Pensacola		Aboveground	Polymer	9,000
	Moreno Street Lift Station	1605 North Guillemard St	PENSACOLA	WO211818- 1	ABOVEGROUND	Gas	3000
	Moreno Street Lift Station	1605 North Guillemard St	PENSACOLA	WO211818- 2	ABOVEGROUND	Gas	3000
	Government Street Lift Station	450 West Gov't	Pensacola	13R299092	ABOVEGROUND	Gas	9600
	Government Street Lift Station	450 West Gov't	Pensacola	R296138	ABOVEGROUND	Gas	200
	Government Street Lift Station	450 West Gov't	Pensacola	R296139		Gas	200
	Central Water Reclamation Facility	2890 Old Chemstrand Rd.	Cantonment	Tank 1	ABOVEGROUND	FUEL TANK	11,800
	Central Water Reclamation Facility	2890 Old Chemstrand Rd.	Cantonment	Tank 2	ABOVEGROUND	FUEL TANK	11,800
	Central Water Reclamation Facility	2890 Old Chemstrand Rd.	Cantonment	Tank 3	ABOVEGROUND	FUEL TANK	11,800
	Lift Station A	1376 Rainbow Ave.		Tank 1	ABOVEGROUND	Fuel Tank	5200
	Lift Station A	1376 Rainbow Ave.		Tank 2	ABOVEGROUND	Fuel Tank	5200
		2980 S Blue Angel Parkway			ABOVEGROUND	Diesel	1000
		49 Taylor Road			ABOVEGROUND	Diesel	1000

		1600 Greenbrier Road Steel			ABOVEGROUND	Diesel	1590
		2257 Greenbrier Blvd			ABOVEGROUND	Diesel	1590

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 8

Policy Number: POL0030085-01

Named Insured: Emerald Coast Utility Authority

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10/01/2011