



Control Number: 46245



Item Number: 575

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46245

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**RESPONSIVE TO STAFF'S FIRST RFI NUMBER 1-6**

DDU16 - 015548

575

Staff H6

**2015**

<b>Employee_Name</b>	<b>Department</b>	<b>Overtime_Hours(DR1)</b>
CORNELIOUS, AUSTIN	8090	132.38
KIRBY, CAMERON BRETT	8090	9.00
LEGGETT, KELTON K.	8090	344.00
TALLEY, BRYCE R	8090	2.00
Total Hours		<hr/> 487.38

Staff 4

2015

Employee_Name	Departmer	Overtime_Hours(DR1)
BLEDSON, JODY T.	9090	268.47
DILWORTH, JORDAN	9090	5.76
KEETON, DANNY R.	9090	259.21
WHITWORTH, JERRY P.	9090	306.54
WILLHELM, CLOVIS C.	9090	199.82
	total	1,039.80

RESPONSIVE TO STAFF'S FIRST RFI NUMBER 1-8

DDU16 - 015551

Staff 1-8

**2013**

<b>Employee_Name</b>	<b>Department</b>	<b>Overtime_Hours(DR1)</b>
HAWKINS, JIMMY W.	8090	134.50
LEGGETT, KELTON K.	8090	185.50
Total hours		<hr/> 320.00

**2014**

<b>Employee_Name</b>	<b>Department</b>	<b>Overtime(DR1)</b>	<b>Overtime_Hours(DR1)</b>
CORNELIOUS, AUSTIN	8090	1,102.50	73.50
HAWKINS, JIMMY W.	8090	1,349.63	87.25
LEGGETT, KELTON K.	8090	795.00	<u>53.00</u>
Total Hours			213.75

**2016**

<b>Employee_Name</b>	<b>Department</b>	<b>Overtime(DR1)</b>	<b>Overtime_Hours(DR1)</b>
FIELDS, CHRISTOPHER C	8090	1,783.26	116.76
KIRBY, CAMERON BRETT	8090	2,870.20	189.21
LEGGETT, KELTON K.	8090	4,775.62	<u>229.42</u>
Total hours			535.39



Staff 18

Employee_Name	2013	Department	Overtime_Hours(DR1)
BLEDSON, JODY T.		9090	115.15
HARSTON, KIM C.		9090	31.43
JENSON, GEORGE M.		9090	31.61
KEETON, DANNY R.		9090	153.40
SINGLETON, JOHN P.		9090	142.31
WHITWORTH, JERRY P.		9090	13.79
WILLHELM, CLOVIS C.		9090	161.95
			<hr/>
			649.64

2014

<b>Employee_Name</b>	<b>Departmer</b>	<b>Overtime(DR1)</b>	<b>Overtime_Hours(DR1)</b>
BLEDSON, JODY T.	9090	4,570.52	273.88
KEETON, DANNY R.	9090	3,819.74	234.15
WHITWORTH, JERRY P.	9090	2,964.26	197.99
WILLHELM, CLOVIS C.	9090	3,045.60	<u>205.34</u>
			911.36

2016

<b>Employee_Name</b>	<b>Department</b>	<b>Overtime(DR1)</b>	<b>Overtime_Hours(DR1)</b>
BLEDSON, JODY T.	9090	3,694.69	197.05
COTA, DWAYNE A	9090	3,799.65	253.31
DILWORTH, JORDAN	9090	38.85	2.59
WHITWORTH, JERRY P.	9090	4,718.09	309.67
WILLHELM, CLOVIS C.	9090	3,728.24	<u>233.71</u>
			996.33

RESPONSIVE TO STAFF'S FIRST RFI NUMBER 1-9

DDU16 - 015558

2015 W-2 and Earnings Summary

Form W-2 Wage and Tax Statement		
Copy C -- For EMPLOYEE'S RECORDS 2015		
This information is being furnished to IRS. If you are required to file a tax return, a negligence penalty or other sanction may be imposed on you if this income is taxable and you fail to report it. Internal Revenue Service.		
Control number	OH809 A579	00996
Employer's name, address, and ZIP code DOUBLE DIAMOND MANAGEMENT CORP DOUBLE DIAMOND 5495 BELT LINE RD STE 200 DALLAS TX 75254		
Employer's name, address, and ZIP code BUCK W. NUNLEY [REDACTED]		
1 Wages, tips, other comp	51,463.69	2 Fed. income tax withheld 4,847.07
3 Social security wages	51,463.69	4 Soc. sec. tax withheld 3,190.72
5 Medicare wages and tips	51,463.69	6 Medicare tax withheld 746.29
7 Social security tips		8 Allocated tips
9		10 Dependent care benefits
11 Nonqualified plans	12a DD 22412.88	12b
13 Statutory employee	Retirement plan <input checked="" type="checkbox"/>	Third party sick pay
Employee's SSN	[REDACTED]	14 OTHER 5320.94
Employer ID number (EIN)	75-2683668	
15 a Employer's state ID number	16 State wages, tips, etc.	17 State income tax
18 Local wages, tips, etc.	19 Local income tax	20 Locality name

	Wages, Tips, Other Comp.	Social Security Wages	Medicare Wages and Tips
Gross Pay	\$56,784.63	Box 1 of W-2 \$56,784.63	Box 5 of W-2 \$56,784.63
Less: Non-Taxable Earnings	\$0.00	Box 3 of W-2 \$0.00	Box 6 of W-2 \$0.00
Less: Retirement Deductions	\$0.00	N/A	N/A
Less: Other Pre-tax Deductions	(\$5,320.94)	(\$5,320.94)	(\$5,320.94)
Less: Third Party Sick Pay	\$0.00	N/A	\$0.00
Less: Excess Wages	N/A	\$0.00	N/A
Total Reported Wages	\$61,463.69	\$61,463.69	\$61,463.69
Tax Withheld	\$4,847.07	Fed Income Box 2 of W-2 \$3,190.72	Medicare Box 4 of W-2 \$746.29

BUCK W. NUNLEY

The Form W-2 Box 1 wages are the Gross Wages as of your last pay statement for the year minus any non-taxable earnings or deductions, plus any additional compensation received after the last pay statement. Gross pay may not match Box 1 wages due to deductions for retirement deferrals, health insurance, or other Sec. 125 cafeteria plan deductions, etc.

Form W-2 Wage and Tax Statement		
Copy B -- To Be Filed With Employee's FEDERAL Tax Return. 2015		
This information is being furnished to the IRS. Internal Revenue Service.		
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Form W-2 Wage and Tax Statement		
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18 Local wages, tips, etc.	19 Local income tax	20 Locality name

### Notice to Employee

Do you have to file? Refer to the Form 1040 Instructions to determine if you are required to file a tax return. Even if you do not have to file a tax return, you may be eligible for a refund if box 2 shows an amount or if you are eligible for any credit. Earned income credit (EIC). You may be able to take EIC for 2015 if your adjusted gross income (AGI) is less than a certain amount. The amount of the credit is based on income and family size. Workers without children could qualify for a smaller credit. You and any qualifying children must have valid social security numbers (SSNs). You cannot take the EIC if your investment income is more than the specified amount for 2015 or if income is earned for services provided while you were an inmate at a penal institution. For 2015 income limits and more information, visit [www.irs.gov/eitc](http://www.irs.gov/eitc). Also see Pub. 596, Earned Income Credit. Any EIC that is more than your tax liability is refunded to you, but only if you file a tax return. Clergy and religious workers. If you are not subject to social security and Medicare taxes, see Pub. 517, Social Security and Other Information for Members of the Clergy and Religious Workers. Corrections. If your name, SSN, or address is incorrect, correct Copies B, C, and 2 and ask your employer to correct your employment record. Be sure to ask employer to file Form W-2c, Corrected Wage and Tax Statement, with the Social Security Administration (SSA) to correct any name, SSN, or money amount error reported to the SSA on Form W-2. Be sure to get your copies of Form W-2c from your employer for all corrections made so you may file them with your tax return. If your name and SSN are correct but are not the same as shown on your social security card, you should ask for a new card that displays your correct name at any SSA office or by calling 1-800-772-1213. You also may visit the SSA at [www.socialsecurity.gov](http://www.socialsecurity.gov). Cost of employer-sponsored health coverage (if such cost is provided by employer). The reporting in box 12, using code DD, of the cost of employer-sponsored health coverage is for your info. only. The amount reported with code DD is not taxable. Credit for excess taxes. If you had more than one emplr. in 2015 & more than \$7,347 in sec. sec. &/or Tier 1 railroad retirement (RRTA) taxes were withheld, you may be able to claim a credit for excess against your fed. income tax. If you had more than one railroad employer & more than \$4,321.60 in Tier 2 RRTA tax was withheld, you also may be able to claim a credit. See your Form 1040/Form 1040A inst. & Pub. 505.

### Instructions for Employee

Box 1. Enter this amount on the wages line of your tax return.  
Box 2. Enter this amount on the federal income tax withheld line of your tax return.  
Box 3. You may be required to report this amount on Form 8859, Additional Medicare Tax. See the Form 1040 inst. to determine if you are required to complete Form 8859.  
Box 4. This amount includes the 1.45% Medicare Tax withheld on all Medicare wages

and tips shown in box 5, as well as the 0.9% Additional Medicare Tax on any of those Medicare wages and tips above \$200,000.  
Box 5. This amount is not included in boxes 1, 3, 5, or 7. For information on how to report tips on your tax return, see your Form 1040 instructions.

You must file Form 4137, Social Security & Medicare Tax on Unreported Tip Income, with your income tax return to report at least the allocated tip amount unless you can prove that you received a smaller amount. If you have records that show the actual amount of tips you received, report that amount even if it is more or less than the allocated tips. On Form 4137 you will calculate the social security and Medicare tax owed on the allocated tips shown on your Form(s) W-2 that you must report as income and on other tips you did not report to your employer. By filing Form 4137, your social security tips will be credited to your soc. sec. record (used to figure your benefits).  
Box 10. This amount includes total dependent care benefits that your employer paid to you or incurred on your behalf (including amounts from a section 125 (cafeteria) plan). Any amount over \$5,000 is also included in box 1. Complete Form 2441, Child and Dependent Care Expenses, to compute any taxable and nontaxable amounts.  
Box 11. This amount is (a) reported in box 1 if it is a distribution made to you from a nonqualified deferred compensation or nongovernmental section 457(b) plan or (b) included in box 3 &/or 5 if it is prior year deferral under nonqualified or section 457(b) plan that became taxable for social security & Medicare taxes this year because there is no longer a substantial risk of forfeiture of your right to the deferred amount. This box should not be used if you had a deferral & a distrib. in same calendar year. If you made deferral & received distribution in same calendar year, & you are or will be age 62 by end of calendar year, your employer should file Form SSA-131, Employer Report of Special Wage Payments, with the Social Security Administration & give you a copy.  
Box 12. The following list explains the codes shown in box 12. You may need this information to complete your tax return. Elective deferrals (codes D, E, F, and S) and designated Roth contribs (codes AA, BB, and EE) under all plans are generally limited to a total of \$18,000 (\$12,500 if you only have SIMPLE plans; \$21,000 for section 403(b) plans if you qualify for the 15-year rule explained in Pub. 571). Deferrals under code G are limited to \$18,000. Deferrals under code H are limited to \$7,000. However, if you were at least age 50 in 2015, your employer may have allowed an additional deferral of up to \$6,000 (\$3,000 for section 401(k)(1) and 408(p) SIMPLE plans). This additional deferral amount is not subject to the overall limit on elective deferrals. For code G, the limit on elective deferrals may be higher for the last 3 years before you reach retirement age. Contact your plan administrator for more information. Amounts in excess of the overall elective deferral limit must be included in income. See the "Wages, Salaries, Tips, etc." line instructions for Form 1040.  
(Instructions for Employee continued on back of Copy C.)

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### Instructions

Note. If a year follows code D through H, S, Y, AA, BB, or EE, you made a make-up pension contribution for a prior year(s) when you were in military service. To figure whether you made excess deferrals, consider these amounts for the year shown, not the current year. If no year is shown, the contributions are for the current year.

A--Uncollected social security or RRTA tax on tips. Include this tax on Form 1040. See "Other Taxes" in the Form 1040 instructions.  
B--Uncollected Medicare tax on tips. Include this tax on Form 1040. See "Other Taxes" in the Form 1040 instructions.  
C--Taxable cost of group-term life insurance over \$50,000 (included in boxes 1, 3 (up to social security wage base), and 5).  
D--Elective deferrals to a section 401(k) cash or deferred arrangement. Also includes deferrals under a SIMPLE retirement account that is part of a section 401(k) arrangement.  
E--Elective deferrals under a section 403(b) salary reduction agreement  
F--Elective deferrals under a section 408(k)(6) salary reduction SEP  
G--Elective deferrals and employer contributions (including nonelective deferrals) to a section 457(b) deferred compensation plan  
H--Elective deferrals to a section 501(c)(18)(D) tax-exempt organization plan. See "Adjusted Gross Income" in the Form 1040 instructions for how to deduct.  
J--Nontaxable sick pay (information only, not included in boxes 1, 3, or 5)  
K--20% excise tax on excess golden parachute payments. See "Other Taxes" in the Form 1040 instructions.  
L--Substantiated employee business expense reimbursements (nontaxable)  
M--Uncollected social security or RRTA tax on taxable cost of group-term life insurance over \$50,000 (former employees only). See "Other Taxes" in the Form 1040 instructions.  
P--Excludable moving expense reimbursements paid directly to employee (not included in boxes 1, 3, or 5)  
Q--Nontaxable combat pay. See the instructions for Form 1040 or Form 1040A for details on reporting this amount.  
R--Employer contributions to your Archer MSA. Report on Form 8853, Archer MSAs and Long-Term Care Insurance Contracts.

S--Employee salary reduction contributions under a section 408(p) SIMPLE plan (not included in box 1)  
T--Adoption benefits (not included in box 1). Complete Form 8839, Qualified Adoption Expenses, to compute any taxable and nontaxable amounts.  
Y--Income from exercise of nonstatutory stock option(s) (included in boxes 1, 3 (up to social security wage base), and 5). See Pub. 525 and instructions for Schedule D (Form 1040) for reporting requirements.  
W--Employer contributions (including amounts the employee elected to contribute using a section 125 (cafeteria) plan) to your health savings account. Report on Form 8889, Health Savings Accounts (HSAs).  
Y--Deferrals under a section 409A nonqualified deferred compensation plan  
Z--Income under a nonqualified deferred compensation plan that fails to satisfy section 409A. This amount is also included in box 1. It is subject to an additional 20% tax plus interest. See "Other Taxes" in the Form 1040 instructions.  
AA--Designated Roth contributions under a section 401(k) plan  
BB--Designated Roth contributions under a section 403(b) plan  
DD--Cost of employer-sponsored health coverage. The amount reported with Code DD is not taxable.  
EE--Designated Roth contributions under a governmental section 457(b) plan. This amount does not apply to contributions under a tax-exempt organization section 457(b) plan.  
Box 13. If the "Retirement plan" box is checked, special limits may apply to the amount of traditional IRA contributions you may deduct. See Pub 590, Individual Retirement Arrangements (IRAs).  
Box 16. Employees may use this box to report information such as state disability insurance taxes withheld, union dues, uniform payments, health insurance premiums deducted, nontaxable income, educational assistance payments, or a member of the clergy's parsonage allowance and utilities. Railroad employers use this box to report railroad retirement (RRTA) compensation. Tier 1 tax, Tier 2 tax, Medicare tax and Additional Medicare Tax. Include tips reported by the employee to the employer in railroad retirement (RRTA) compensation.  
Note. Keep Copy C of Form W-2 for at least 3 years after the due date for filing your income tax return. However, to help protect your social security benefits, keep Copy C until you begin receiving social security benefits, just in case there is a question about your work record and/or earnings in a particular year.  
(Also see Notice to Employee on back of Copy B.)

2015 W-2 and Earnings Summary

Form W-2 Wage and Tax Statement Copy C -- For EMPLOYEE'S RECORDS 2015		
<small>This information is being furnished to IRS. If you are required to file a tax return, a negligence penalty or other sanction may be imposed on you if the income is taxable and you fail to report it.</small>		
<small>OMB No 1545-0048 Department of Treasury Internal Revenue Service</small>		
Central Office: OH809 A300 00891		
Employer's name, address and ZIP code: DOUBLE DIAMOND MANAGEMENT CORP DOUBLE DIAMOND 5495 BELT LINE RD STE 200 DALLAS TX 75254		
Employee's name, address and ZIP code: PATRICIA M GIBSON [REDACTED]		
1	38,229.03	2 3,678.33
Wages, tips, other comp.		Fed income tax withheld
3	45,573.18	4 2,825.56
Social security wages		Soc sec tax withheld
5	45,573.18	6 660.81
Medicare wages and tips		Medicare tax withheld
7		8 Allocated tips
9		10 Dependent care benefits
11	12a DD 16099.20	12b D 7344.15
Nonqualified plans		
13	12c	12d
Statutory employee	Retirement plan	Third party sick pay
	<input checked="" type="checkbox"/>	
Employee's SSN		14 OTHER 3445.20
Employer ID number (EIN)		
75-2683668		
15 a	16 State wages, tips, etc	17 State income tax
18 Local wages, tips, etc	19 Local income tax	20 Locality name

	Wages, Tips, Other Comp Box 1 of W-2	Social Security Wages Box 3 of W-2	Medicare Wages and Tips Box 6 of W-2
Gross Pay	\$49,018.38	\$49,018.38	\$49,018.38
Less: Non-Taxable Earnings	\$0.00	\$0.00	\$0.00
Less: Retirement Deductions	(\$7,344.15)	N/A	N/A
Less: Other Pre-tax Deductions	(\$3,445.20)	(\$3,445.20)	(\$3,445.20)
Less: Third Party Sick Pay	\$0.00	\$0.00	\$0.00
Less: Excess Wages	N/A	\$0.00	N/A
Total Reported Wages	\$38,229.03	\$45,573.18	\$45,573.18
Fed Income Box 2 of W-2	\$3,678.33	Social Security Box 4 of W-2	Medicare Box 6 of W-2
Tax Withheld	\$3,678.33	\$2,825.56	\$660.81

PATRICIA M GIBSON

The Form W-2 Box 1 wages are the Gross Wages as of your last pay statement for the year minus any non-taxable earnings or deductions, plus any additional compensation received after the last pay statement. Gross pay may not match Box 1 wages due to deductions for retirement deferrals, health insurance, or other Sec. 126 cafeteria plan deductions, etc.

Form W-2 Wage and Tax Statement Copy B -- To Be Filed With Employee's FEDERAL Tax Return. 2015		
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Form W-2 Wage and Tax Statement Copy 2 -- To Be Filed With Employee's State, City, or Local Income Tax Return. 2015		
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### Notice to Employee

Do you have to file? Refer to the Form 1040 Instructions to determine if you are eligible to file a tax return. Even if you do not have to file a tax return, you may be eligible for a refund if box 2 shows an amount or if you are eligible for any credit. Earned income credit (EIC). You may be able to take EIC for 2015 if your adjusted gross income (AGI) is less than a certain amount. The amount of the credit is based on income and family size. Workers without children could qualify for a smaller credit. You and any qualifying children must have valid social security numbers (SSNs). You cannot take the EIC if your investment income is more than the specified amount for 2015 or if income is earned for services provided while you were an inmate at a penal institution. For 2015 income limits and more information, visit [www.irs.gov/eitc](http://www.irs.gov/eitc). Also see Pub. 596, Earned Income Credit. Any EIC that is more than your tax liability is refunded to you, but only if you file a tax return. Clergy and religious workers. If you are not subject to social security and Medicare taxes, see Pub. 517, Social Security and Other Information for Members of the Clergy and Religious Workers.

Corrections. If your name, SSN, or address is incorrect, correct Copies B, C, and 2 and ask your employer to correct your employment record. Be sure to ask employer to file Form W-2c, Corrected Wage and Tax Statement, with the Social Security Administration (SSA) to correct any name, SSN, or money amount error reported to the SSA on Form W-2. Be sure to get your copies of Form W-2c from your employer for all corrections made so you may file them with your tax return. If your name and SSN are correct but are not the same as shown on your social security card, you should ask for a new card that displays your correct name at any SSA office or by calling 1-800-772-1213. You also may visit the SSA at [www.socialsecurity.gov](http://www.socialsecurity.gov). Cost of employer-sponsored health coverage (if such cost is provided by employer). The reporting in box 12, using code DD, of the cost of employer-sponsored health coverage is for your info. only. The amount reported with code DD is not taxable. Credit for excess taxes. If you had more than one employ. in 2015 & more than \$7,347 in soc. sec. &/or Tier 1 railroad retirement (RRTA) taxes were withheld, you may be able to claim a credit for excess against your fed. income tax. If you had more than one railroad employer & more than \$4,321.80 in Tier 2 RRTA tax was withheld, you also may be able to claim a credit. See your Form 1040/Form 1040A inst. & Pub. 505.

### Instructions for Employee

Box 1. Enter this amount on the wages line of your tax return.  
Box 2. Enter this amount on the federal income tax withheld line of your tax return.  
Box 5. You may be required to report this amount on Form 8859, Additional Medicare Tax. See the Form 1040 inst. to determine if you are required to complete Form 8959.  
Box 6. This amount includes the 1.45% Medicare Tax with held on all Medicare wages

and tips shown in box 5, as well as the 0.9% Additional Medicare Tax on any of those Medicare wages and tips above \$200,000.  
Box 8. This amount is not included in boxes 1, 3, 5, or 7. For information on how to report tips on your tax return, see your Form 1040 instructions.

You must file Form 4137, Social Security & Medicare Tax on Unreported Tip Income, with your income tax return to report at least the allocated tip amount unless you can prove that you received a smaller amount. If you have records that show the actual amount of tips you received, report that amount even if it is more or less than the allocated tips. On Form 4137 you will calculate the social security and Medicare tax owed on the allocated tips shown on your Form(s) W-2 that you must report as income and on other tips you did not report to your employer. By filing Form 4137, your social security tips will be credited to your soc. sec. record (used to figure your benefits).  
Box 10. This amount includes total dependent care benefits that your employer paid to you or incurred on your behalf (including amounts from a section 125 (cafeteria) plan). Any amount over \$5,000 is also included in box 1. Complete Form 2441, Child and Dependent Care Expenses, to compute any taxable and nontaxable amounts.  
Box 11. This amount is (a) reported in box 11 if it is a distribution made to you from a nonqualified deferred compensation or nongovernmental section 457(b) plan or (b) included in box 3 &/or 5 if it is prior year deferral under nonqualified or section 457(b) plan that became taxable for social security & Medicare taxes this year because there is no longer a substantial risk of forfeiture of your right to the deferred amount. This box should not be used if you had a deferral & a distrib. in same calendar year. If you made deferral & received distribution in same calendar year, & you are or will be age 62 by end of calendar year, your employer should file Form SSA-131, Employer Report of Special Wage Payments, with the Social Security Administration & give you a copy.  
Box 12. The following list explains the codes shown in box 12. You may need this information to complete your tax return. Elective deferrals (codes D, E, F, and S) and designated Roth contribs. (codes AA, BB, and EE) under all plans are generally limited to a total of \$16,000 (\$12,500 if you only have SIMPLE plans; \$21,000 for section 403(b) plans if you qualify for the 15-year rule explained in Pub. 571). Deferrals under code G are limited to \$18,000. Deferrals under code H are limited to \$7,000. However, if you were at least age 50 in 2015, your employer may have allowed an additional deferral of up to \$6,000 (\$3,000 for section 401(k)(1) and 408(p) SIMPLE plans). This additional deferral amount is not subject to the overall limit on elective deferrals. For code G, the limit on elective deferrals may be higher for the last 3 years before you reach retirement age. Contact your plan administrator for more information. Amounts in excess of the overall elective deferral limit must be included in income. See the "Wages, Salaries, Tips, etc." line instructions for Form 1040.  
(Instructions for Employee continued on back of Copy C.)

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### Instructions

Note. If a year follows code D through H, S, Y, AA, BB, or EE, you made a make-up pension contribution for a prior year(s) when you were in military service. To figure whether you made excess deferrals, consider these amounts for the year shown, not the current year. If no year is shown, the contributions are for the current year.

A--Uncollected social security or RRRA tax on tips. Include this tax on Form 1040. See "Other Taxes" in the Form 1040 instructions.

B--Uncollected Medicare tax on tips. Include this tax on Form 1040. See "Other Taxes" in the Form 1040 instructions.

C--Taxable cost of group-term life insurance over \$50,000 (included in boxes 1, 3 (up to social security wage base), and 5)

D--Elective deferrals to a section 401(k) cash or deferred arrangement. Also includes deferrals under a SIMPLE retirement account that is part of a section 401(k) arrangement.

E--Elective deferrals under a section 403(b) salary reduction agreement

F--Elective deferrals under a section 408(k)(6) salary reduction SEP

G--Elective deferrals and employer contributions (including nonelective deferrals) to a section 457(b) deferred compensation plan

H--Elective deferrals to a section 501(c)(18)(D) tax-exempt organization plan. See "Adjusted Gross Income" in the Form 1040 instructions for how to deduct.

J--Nontaxable sick pay (information only, not included in boxes 1, 3, or 5)

K--20% excise tax on excess golden parachute payments. See "Other Taxes" in the Form 1040 instructions.

L--Substantiated employee business expense reimbursements (nontaxable)

M--Uncollected social security or RRRA tax on taxable cost of group-term life insurance over \$50,000 (former employees only). See "Other Taxes" in Form 1040 inst.

N--Uncollected Medicare tax on taxable cost of group-term life insurance over \$50,000 (former employees only). See "Other Taxes" in the Form 1040 instructions.

P--Excludable moving expense reimbursements paid directly to employee (not included in boxes 1, 3, or 5)

Q--Nontaxable combat pay. See the instructions for Form 1040 or Form 1040A for details on reporting this amount.

R--Employer contributions to your Archer MSA. Report on Form 8853, Archer MSAs and Long-Term Care Insurance Contracts.

S--Employee salary reduction contributions under a section 408(p) SIMPLE plan (not included in box 1)

T--Adoption benefits (not included in box 1). Complete Form 8839, Qualified Adoption Expenses, to compute any taxable and nontaxable amounts.

Y--Income from exercise of nonstatutory stock option(s) (included in boxes 1, 3 (up to social security wage base), and 5). See Pub. 525 and instructions for Schedule D (Form 1040) for reporting requirements.

W--Employer contributions (including amounts the employee elected to contribute using a section 125 (cafeteria) plan) to your health savings account. Report on Form 8889, Health Savings Accounts (HSAs).

X--Deferrals under a section 408A nonqualified deferred compensation plan Z--Income under a nonqualified deferred compensation plan that fails to satisfy section 409A. This amount is also included in box 1. It is subject to an additional 20% tax plus interest. See "Other Taxes" in the Form 1040 instructions.

AA--Designated Roth contributions under a section 401(k) plan

BB--Designated Roth contributions under a section 403(b) plan

DD--Cost of employer-sponsored health coverage. The amount reported with Code DD is not taxable.

EE--Designated Roth contributions under a governmental section 457(b) plan. This amount does not apply to contributions under a tax-exempt organization section 457(b) plan.

Box 13. If the "Retirement plan" box is checked, special limits may apply to the amount of traditional IRA contributions you may deduct. See Pub 590, Individual Retirement Arrangements (IRAs).

Box 14. Employers may use this box to report information such as state disability insurance taxes withheld, union dues, uniform payments, health insurance premiums deducted, nontaxable income, educational assistance payments, or a member of the clergy's personal allowance and utilities. Railroad employers use this box to report railroad retirement (RRRA) compensation. Tier 1 tax, Tier 2 tax, Medicare tax and Additional Medicare Tax. Include tips reported by the employee to the employer in railroad retirement (RRRA) compensation.

Note. Keep Copy C of Form W-2 for at least 3 years after the due date for filing your income tax return. However, to help protect your social security benefits, keep Copy C until you begin to receive social security benefits, just in case there is a question about your work record and/or earnings in a particular year.

(Also see Notice to Employee on back of Copy B.)



2015 W-2 and Earnings Summary

Form W-2 Wage and Tax Statement	
Copy C -- For EMPLOYEE'S RECORDS 2015	
This information is being furnished to IRS. If you are employed to file a tax return, a negligence penalty or other sanction may be imposed on you if the income is taxable and you fail to report it.	
Control number	0H809 A579 00996
Employer's name, address, and ZIP code DOUBLE DIAMOND MANAGEMENT CORP DOUBLE DIAMOND 5495 BELT LINE RD STE 200 DALLAS TX 75254	
Employer's name, address, and ZIP code BUCK W. NUNLEY [REDACTED]	
1 Wages, tips, other comp.	4,847.07
2 Fed income tax withheld	4,847.07
3 Social security wages	3,190.72
4 Soc. sec tax withheld	3,190.72
5 Medicare wages and tips	746.29
6 Medicare tax withheld	746.29
7 Social security tips	
8 Allocated tips	
9	
10 Dependent care benefits	
11 Nonqualified plans	12a DD 22412.88
12b	
13 Statutory employee	12c
Retirement plan	12d
Third party sick pay	
Employee's SSN	14 OTHER 5320.94
Employer ID number (EIN)	75-2683668
15 State income tax	16 State wages, tips, etc.
17 State income tax	
18 Local wages, tips, etc.	19 Local income tax
20 Locality name	

Wages, Tips, Other Comp.	Social Security Wages	Medicare Wages and Tips
Box 1 of W-2	Box 3 of W-2	Box 5 of W-2
Gross Pay \$56,784.63	\$56,784.63	\$56,784.63
Less: Non-Taxable Earnings \$0.00	\$0.00	\$0.00
Less: Retirement Deductions \$0.00	N/A	N/A
Less: Other Pre-tax Deductions (\$5,320.94)	(\$5,320.94)	(\$5,320.94)
Less: Third Party Sick Pay \$0.00	\$0.00	\$0.00
Less: Excess Wages N/A	\$0.00	N/A
Total Reported Wages \$51,463.69	\$51,463.69	\$51,463.69
Fed income	Social Security	Medicare
Box 2 of W-2	Box 4 of W-2	Box 6 of W-2
Tax Withheld \$4,847.07	\$3,190.72	\$746.29

BUCK W. NUNLEY

The Form W-2 Box 1 wages are the Gross Wages as of your last pay statement for the year minus any non-taxable earnings or deductions, plus any additional compensation received after the last pay statement. Gross pay may not match Box 1 wages due to deductions for retirement deferrals, health insurance, or other Sec. 129 cafeteria plan deductions, etc.

Form W-2 Wage and Tax Statement	
Copy B -- To Be Filed With	
Employee's FEDERAL Tax Return.	
This information is being furnished to the IRS.	
Control number	0H809 A579 00996
Employer's name, address, and ZIP code DOUBLE DIAMOND MANAGEMENT CORP DOUBLE DIAMOND 5495 BELT LINE RD STE 200 DALLAS TX 75254	
Employer's name, address, and ZIP code BUCK W. NUNLEY [REDACTED]	
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5 Medicare wages and tips	746.29
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9	
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11 Nonqualified plans	12a DD 22412.88
12b	
13 Statutory employee	12c
Retirement plan	12d
Third party sick pay	
Employee's SSN	14 OTHER 5320.94
Employer ID number (EIN)	75-2683668
15 State income tax	16 State wages, tips, etc.
17 State income tax	
18 Local wages, tips, etc.	19 Local income tax
20 Locality name	

Form W-2 Wage and Tax Statement	
Copy 2 -- To Be Filed With	
Employee's State, City, or Local	
Income Tax Return.	
This information is being furnished to the IRS.	
Control number	0H809 A579 00996
Employer's name, address, and ZIP code DOUBLE DIAMOND MANAGEMENT CORP DOUBLE DIAMOND 5495 BELT LINE RD STE 200 DALLAS TX 75254	
Employer's name, address, and ZIP code BUCK W. NUNLEY [REDACTED]	
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Third party sick pay	
Employee's SSN	14 OTHER 5320.94
Employer ID number (EIN)	75-2683668
15 State income tax	16 State wages, tips, etc.
17 State income tax	
18 Local wages, tips, etc.	19 Local income tax
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Form W-2 Wage and Tax Statement	
Copy 2 -- To Be Filed With	
Employee's State, City, or Local	
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Employee's SSN	14 OTHER 5320.94
Employer ID number (EIN)	75-2683668
15 State income tax	16 State wages, tips, etc.
17 State income tax	
18 Local wages, tips, etc.	19 Local income tax
20 Locality name	

### Notice to Employee

Do you have to file a tax return? Refer to the Form 1040 Instructions to determine if you are required to file a tax return. Even if you do not have to file a tax return, you may be eligible for a refund if box 2 shows an amount or if you are eligible for any credit. Earned income credit (EIC). You may be able to take EIC for 2015 if your adjusted gross income (AGI) is less than a certain amount. The amount of the credit is based on income and family size. Workers without children could qualify for a smaller credit. You and any qualifying children must have valid social security numbers (SSNs). You cannot take the EIC if your investment income is more than the specified amount for 2015 or if income is earned for services provided while you were an inmate at a penal institution. For 2015 income limits and more information, visit [www.irs.gov/eitc](http://www.irs.gov/eitc). Also see Pub. 596, Earned Income Credit. Any EIC that is more than your tax liability is refunded to you, but only if you file a tax return. Clergy and religious workers. If you are not subject to social security and Medicare taxes, see Pub. 517, Social Security and Other Information for Members of the Clergy and Religious Workers. Corrections. If your name, SSN, or address is incorrect, correct Copies B, C, and 2 and ask your employer to correct your employment record. Be sure to ask employer to file Form W-2c, Corrected Wage and Tax Statement, with the Social Security Administration (SSA) to correct any name, SSN, or money amount error reported to the SSA on Form W-2. Be sure to get your copies of Form W-2c from your employer for all corrections made so you may file them with your tax return. If your name and SSN are correct but are not the same as shown on your social security card, you should ask for a new card that displays your correct name at any SSA office or by calling 1-800-772-1213. You also may visit the SSA at [www.socialsecurity.gov](http://www.socialsecurity.gov). Cost of employer-sponsored health coverage (if such cost is provided by employer). The reporting in box 12, using code DD, of the cost of employer-sponsored health coverage is for your info. only. The amount reported with code DD is not taxable. Credit for excess taxes. If you had more than one empl. in 2015 & more than \$7,347 in soc. sec. &/or Tier 1 railroad retirement (RRTA) taxes were withheld, you may be able to claim a credit for excess against your fed. income tax. If you had more than one railroad employer & more than \$4,321.80 in Tier 2 RRTA tax was withheld, you also may be able to claim a credit. See your Form 1040/Form 1040A inst. & Pub. 505.

### Instructions for Employee

Box 1. Enter this amount on the wages line of your tax return.  
Box 2. Enter this amount on the federal income tax withheld line of your tax return.  
Box 5. You may be required to report this amount on Form 8859, Additional Medicare Tax. See the Form 1040 inst. to determine if you are required to complete Form 8859.  
Box 6. This amount includes the 1.45% Medicare Tax withheld on all Medicare wages

and tips shown in box 5, as well as the 0.9% Additional Medicare Tax on any of those Medicare wages and tips above \$200,000.

Box 8. This amount is not included in boxes 1, 3, 5, or 7. For information on how to report tips on your tax return, see your Form 1040 instructions.  
You must file Form 4137, Social Security & Medicare Tax on Unreported Tip Income, with your income tax return to report at least the allocated tip amount unless you can prove that you received a smaller amount. If you have records that show the actual amount of tips you received, report that amount even if it is more or less than the allocated tips. On Form 4137 you will calculate the social security and Medicare tax owed on the allocated tips shown on your Form(s) W-2 that you must report as income and on other tips you did not report to your employer. By filing Form 4137, your social security tips will be credited to your soc. sec. record (used to figure your benefits).  
Box 10. This amount includes total dependent care benefits that your employer paid to you or incurred on your behalf (including amounts from a section 125 (cafeteria) plan). Any amount over \$5,000 is also included in box 1. Complete Form 2441, Child and Dependent Care Expenses, to compute any taxable and nontaxable amounts.  
Box 11. This amount is (a) reported in box 1 if it is a distribution made to you from a nonqualified deferred compensation or nongovernmental section 457(b) plan or (b) included in box 3 &/or 5 if it is prior year deferral under nonqualified or section 457(b) plan that became taxable for social security & Medicare taxes this year because there is no longer a substantial risk of forfeiture of your right to the deferred amount. This box should not be used if you had a deferral & distrib. in same calendar year. If you made deferral & received distribution in same calendar year, & you are or will be age 82 by end of calendar year, your employer should file Form SSA-131, Employer Report of Special Wage Payments, with the Social Security Administration & give you a copy.  
Box 12. The following list explains the codes shown in box 12. You may need this information to complete your tax return. Elective deferrals (codes D, E, F, and S) and designated Roth contribs. (codes AA, BB, and EE) under all plans are generally limited to a total of \$18,000 (\$12,500 if you only have SIMPLE plans; \$21,000 for section 403(b) plans if you qualify for the 15-year rule explained in Pub. 571). Deferrals under code G are limited to \$18,000. Deferrals under code H are limited to \$7,000. However, if you were at least age 50 in 2015, your employer may have allowed an additional deferral of up to \$6,000 (\$3,000 for section 401(k)(1) and 408(p) SIMPLE plans). This additional deferral amount is not subject to the overall limit on elective deferrals. For code G, the limit on elective deferrals may be higher for the last 3 years before you reach retirement age. Contact your plan administrator for more information. Amounts in excess of the overall elective deferral limit must be included in income. See the "Wages, Salaries, Tips, etc." line instructions for Form 1040.  
(Instructions for Employee continued on back of Copy C.)

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### Instructions

Note. If a year follows code D through H, S, Y, AA, BB, or EE, you made a make-up pension contribution for a prior year(s) when you were in military service. To figure whether you made excess deferrals, consider these amounts for the year shown, not the current year. If no year is shown, the contributions are for the current year.

A--Uncollected social security or RRTA tax on tips. Include this tax on Form 1040. See "Other Taxes" in the Form 1040 instructions.  
B--Uncollected Medicare tax on tips. Include this tax on Form 1040. See "Other Taxes" in the Form 1040 instructions.  
C--Taxable cost of group-term life insurance over \$50,000 (included in boxes 1, 3 (up to social security wage base), and 5)  
D--Elective deferrals to a section 401(k) cash or deferred arrangement. Also includes deferrals under a SIMPLE retirement account that is part of a section 401(k) arrangement.  
E--Elective deferrals under a section 403(b) salary reduction agreement  
F--Elective deferrals under a section 408(k)(6) salary reduction SEP  
G--Elective deferrals and employer contributions (including nonselective deferrals) to a section 457(b) deferred compensation plan  
H--Elective deferrals to a section 501(c)(16)(D) tax-exempt organization plan. See "Adjusted Gross Income" in the Form 1040 instructions for how to deduct.  
J--Nontaxable sick pay (information only, not included in boxes 1, 3, or 5)  
K--20% excise tax on excess golden parachute payments. See "Other Taxes" in the Form 1040 instructions.  
L--Substantiated employee business expense reimbursements (nontaxable)  
M--Uncollected social security or RRTA tax on taxable cost of group-term life insurance over \$50,000 (former employees only). See "Other Taxes" in Form 1040 inst.  
N--Uncollected Medicare tax on taxable cost of group-term life insurance over \$50,000 (former employees only). See "Other Taxes" in the Form 1040 instructions.  
P--Excludable moving expense reimbursements paid directly to employee (not included in boxes 1, 3, or 5)  
Q--Nontaxable combat pay. See the instructions for Form 1040 or Form 1040A for details on reporting this amount.  
R--Employer contributions to your Archer MSA. Report on Form 8853, Archer MSAs and Long-Term Care Insurance Contracts.

S--Employee salary reduction contributions under a section 408(p) SIMPLE plan (not included in box 1)

T--Adoption benefits (not included in box 1). Complete Form 8839, Qualified Adoption Expenses, to compute any taxable and nontaxable amounts.

V--Income from exercise of nonstatutory stock option(s) (included in boxes 1, 3 (up to social security wage base), and 5). See Pub. 525 and instructions for Schedule D (Form 1040) for reporting requirements.

W--Employer contributions (including amounts the employee elected to contribute using a section 125 (cafeteria) plan) to your health savings account.

Y--Deferrals under a section 409A nonqualified deferred compensation plan

Z--Income under a nonqualified deferred compensation plan that fails to satisfy section 409A. This amount is also included in box 1. It is subject to an additional 20% tax plus interest. See "Other Taxes" in the Form 1040 instructions.

AA--Designated Roth contributions under a section 401(k) plan

BB--Designated Roth contributions under a section 403(b) plan

DD--Cost of employer-sponsored health coverage. The amount reported with Code DD is not taxable.

EE--Designated Roth contributions under a governmental section 457(b) plan. This amount does not apply to contributions under a tax-exempt organization section 457(b) plan.

Box 13. If the "Retirement plan" box is checked, special limits may apply to the amount of traditional IRA contributions you may deduct. See Pub 590, Individual Retirement Arrangements (IRAs).

Box 14. Employers may use this box to report information such as state disability insurance taxes withheld, union dues, uniform payments, health insurance premiums deducted, nontaxable income, educational assistance payments, or a member of the clergy's parsonage allowance and utilities. Railroad employers use this box to report railroad retirement (RRTA) compensation. Tier 1 tax, Tier 2 tax, Medicare tax and Additional Medicare Tax. Include tips reported by the employer to the employer in railroad retirement (RRTA) compensation.

Note. Keep Copy C of Form W-2 for at least 3 years after the due date for filing your income tax return. However, to help protect your social security benefits, keep Copy C until you begin receiving social security benefits, just in case there is a question about your work record and/or earnings in a particular year.

(Also see Notice to Employee on back of Copy B.)

2015 W-2 and Earnings Summary

Form W-2 Wage and Tax Statement		
Copy C -- For EMPLOYEE'S RECORDS 2015		
<small>This information is being furnished to IRS. If you are required to file a tax return, a magnetic privacy or other restriction may be placed on you if the income is taxable and you fail to report it.</small>		
<small>OMB No. 1545-0048 Department of Treasury Internal Revenue Service</small>		
Current employer: 0H809 A300 00891		
Employer's name, address and ZIP code DOUBLE DIAMOND MANAGEMENT CORP DOUBLE DIAMOND 5495 BELT LINE RD STE 200 DALLAS TX 75254		
Employee's name, address and ZIP code PATRICIA M GIBSON [REDACTED]		
1	38,229.03	3,678.33
2		
3	45,573.18	2,825.56
4		
5	45,573.18	660.81
6		
7		
8		
9		
10		
11		
12a	DD	16099.20
12b	D	7344.15
12c		
12d		
13		
14		
15a		
16		
17		
18		
19		
20		

	Wages, Tips, Other Comp.	Social Security Wages	Medicare Wages and Tips
Gross Pay	\$49,018.38	\$49,018.38	\$49,018.38
Less: Non-Taxable Earnings	\$0.00	\$0.00	\$0.00
Less: Retirement Deductions	(\$7,344.15)	N/A	N/A
Less: Other Pre-tax Deductions	(\$3,445.20)	(\$3,445.20)	(\$3,445.20)
Less: Third Party Sick Pay	\$0.00	\$0.00	\$0.00
Less: Excess Wages	N/A	\$0.00	N/A
Total Reported Wages	\$38,229.03	\$46,673.18	\$46,673.18
Fed Income	Box 2 of W-2	Social Security	Medicare
Tax Withheld	\$3,678.33	Box 4 of W-2	Box 6 of W-2
		\$2,825.56	\$660.81

PATRICIA M GIBSON

The Form W-2 Box 1 wages are the Gross Wages as of your last pay statement for the year minus any non-taxable earnings or deductions, plus any additional compensation received after the last pay statement. Gross pay may not match Box 1 wages due to deductions for retirement deferrals, health insurance, or other Sec. 125 cafeteria plan deductions, etc.

Form W-2 Wage and Tax Statement		
Copy B -- To Be Filed With Employee's FEDERAL Tax Return. 2015		
<small>This information is being furnished to the IRS.</small>		
<small>OMB No. 1545-0048 Department of Treasury Internal Revenue Service</small>		
Current employer: 0H809 A300 00891		
Employer's name, address and ZIP code DOUBLE DIAMOND MANAGEMENT CORP DOUBLE DIAMOND 5495 BELT LINE RD STE 200 DALLAS TX 75254		
Employee's name, address and ZIP code PATRICIA M GIBSON [REDACTED]		
1	38,229.03	3,678.33
2		
3	45,573.18	2,825.56
4		
5	45,573.18	660.81
6		
7		
8		
9		
10		
11		
12a	DD	16099.20
12b	D	7344.15
12c		
12d		
13		
14		
15a		
16		
17		
18		
19		
20		

Form W-2 Wage and Tax Statement		
Copy 2 -- To Be Filed With Employee's State, City, or Local Income Tax Return. 2015		
<small>This information is being furnished to the IRS.</small>		
<small>OMB No. 1545-0048 Department of Treasury Internal Revenue Service</small>		
Current employer: 0H809 A300 00891		
Employer's name, address and ZIP code DOUBLE DIAMOND MANAGEMENT CORP DOUBLE DIAMOND 5495 BELT LINE RD STE 200 DALLAS TX 75254		
Employee's name, address and ZIP code PATRICIA M GIBSON [REDACTED]		
1	38,229.03	3,678.33
2		
3	45,573.18	2,825.56
4		
5	45,573.18	660.81
6		
7		
8		
9		
10		
11		
12a	DD	16099.20
12b	D	7344.15
12c		
12d		
13		
14		
15a		
16		
17		
18		
19		
20		

Form W-2 Wage and Tax Statement		
Copy 2 -- To Be Filed With Employee's State, City, or Local Income Tax Return. 2015		
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1	38,229.03	3,678.33
2		
3	45,573.18	2,825.56
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5	45,573.18	660.81
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7		
8		
9		
10		
11		
12a	DD	16099.20
12b	D	7344.15
12c		
12d		
13		
14		
15a		
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18		
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## Notice to Employee

Do you have to file? Refer to the Form 1040 Instructions to determine if you are required to file a tax return. Even if you do not have to file a tax return, you may be eligible for a refund if box 2 shows an amount or if you are eligible for any credit. Earned income credit (EIC). You may be able to take EIC for 2015 if your adjusted gross income (AGI) is less than a certain amount. The amount of the credit is based on income and family size. Workers without children could qualify for a smaller credit. You and any qualifying children must have valid social security numbers (SSNs). You cannot take the EIC if your investment income is more than the specified amount for 2015 or if income is earned for services provided while you were an inmate at a penal institution. For 2015 income limits and more information, visit [www.irs.gov/eitc](http://www.irs.gov/eitc). Also see Pub. 596, Earned Income Credit. Any EIC that is more than your tax liability is refunded to you, but only if you file a tax return. Clergy and religious workers. If you are not subject to social security and Medicare taxes, see Pub. 517, Social Security and Other Information for Members of the Clergy and Religious Workers. Corrections. If your name, SSN, or address is incorrect, correct Copies B, C, and 2 and ask your employer to correct your employment record. Be sure to ask employer to file Form W-2c, Corrected Wage and Tax Statement, with the Social Security Administration (SSA) to correct any name, SSN, or money amount error reported to the SSA on Form W-2. Be sure to get your copies of Form W-2c from your employer for all corrections made so you may file them with your tax return. If your name and SSN are correct but are not the same as shown on your social security card, you should ask for a new card that displays your correct name at any SSA office or by calling 1-800-772-1213. You also may visit the SSA at [www.socialsecurity.gov](http://www.socialsecurity.gov). Cost of employer-sponsored health coverage (if such cost is provided by employer). The reporting in box 12, using code DD, of the cost of employer-sponsored health coverage is for your info. only. The amount reported with code DD is not taxable. Credit for excess taxes. If you had more than one emp. in 2015 & more than \$7,347 in soc. sec. &/or Tier 1 railroad retirement (RRTA) taxes were withheld, you may be able to claim a credit for excess against your fed. income tax. If you had more than one railroad employer & more than \$4,321.80 in Tier 2 RRTA tax was withheld, you also may be able to claim a credit. See your Form 1040/Form 1040A inst. & Pub. 505.

## Instructions for Employee

Box 1. Enter this amount on the wages line of your tax return.  
Box 2. Enter this amount on the federal income tax with held line of your tax return.  
Box 5. You may be required to report this amount on Form 8959, Additional Medicare Tax. See the Form 1040 inst. to determine if you are required to complete Form 8959.  
Box 6. This amount includes the 1.45% Medicare Tax withheld on all Medicare wages

and tips shown in box 5, as well as the 0.9% Additional Medicare Tax on any of those Medicare wages and tips above \$200,000.  
Box 8. This amount is not included in boxes 1, 3, 5, or 7. For information on how to report tips on your tax return, see your Form 1040 instructions.

You must file Form 4137, Social Security & Medicare Tax on Unreported Tip Income, with your income tax return to report at least the allocated tip amount unless you can prove that you received a smaller amount. If you have records that show the actual amount of tips you received, report that amount even if it is more or less than the allocated tips. On Form 4137 you will calculate the social security and Medicare tax owed on the allocated tips shown on your Form(s) W-2 that you must report as income and on other tips you did not report to your employer. By filing Form 4137, your social security tips will be credited to your soc. sec. record (used to figure your benefits).  
Box 10. This amount includes total dependent care benefits that your employer paid to you or incurred on your behalf (including amounts from a section 125 (cafeteria) plan). Any amount over \$5,000 is also included in box 1. Complete Form 2441, Child and Dependent Care Expenses, to compute any taxable and nontaxable amounts.  
Box 11. This amount is (a) reported in box 1 if it is a distribution made to you from a nonqualified deferred compensation or nongovernmental section 457(b) plan or (b) included in box 3 &/or 5 if it is prior year deferral under nonqualified or section 457(b) plan that became taxable for social security & Medicare taxes this year because there is no longer a substantial risk of forfeiture of your right to the deferred amount. This box should not be used if you had a deferral & distrib. in same calendar year, if you made deferral & received distribution in same calendar year, & you are or will be age 62 by end of calendar year, your employer should file Form SSA-131, Employer Report of Special Wage Payments, with the Social Security Administration & give you a copy.  
Box 12. The following list explains the codes shown in box 12. You may need this information to complete your tax return. Elective deferrals (codes D, E, F, and S) and designated Roth contribs (codes AA, BB, and EE) under all plans are generally limited to a total of \$18,000 (\$12,500 if you only have SIMPLE plans, \$21,000 for section 403(b) plans if you qualify for the 15-year rule explained in Pub. 571). Deferrals under code G are limited to \$18,000. Deferrals under code H are limited to \$7,000. However, if you were at least age 50 in 2015, your employer may have allowed an additional deferral of up to \$6,000 (\$3,000 for section 401(k) and 408(a) SIMPLE plans). This additional deferral amount is not subject to the overall limit on elective deferrals. For code G, the limit on elective deferrals may be higher for the last 3 years before you reach retirement age. Contact your plan administrator for more information. Amounts in excess of the overall elective deferral limit must be included in income. See the "Wages, Salaries, Tips, etc." line instructions for Form 1040.  
(Instructions for Employee continued on back of Copy C.)

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## Instructions

Note. If a year follows code D through H, S, Y, AA, BB, or EE, you made a make-up pension contribution for a prior year(s) when you were in military service. To figure whether you made excess deferrals, consider these amounts for the year shown, not the current year. If no year is shown, the contributions are for the current year.

A--Uncollected social security or RRTA tax on tips. Include this tax on Form 1040. See "Other Taxes" in the Form 1040 instructions.  
B--Uncollected Medicare tax on tips. Include this tax on Form 1040. See "Other Taxes" in the Form 1040 instructions.  
C--Taxable cost of group-term life insurance over \$50,000 (included in boxes 1, 3 (up to social security wage base), and 5)  
D--Elective deferrals to a section 401(k) cash or deferred arrangement. Also includes deferrals under a SIMPLE retirement account that is part of a section 401(k) arrangement.  
E--Elective deferrals under a section 403(b) salary reduction agreement  
F--Elective deferrals under a section 408(k)(6) salary reduction SEP  
G--Elective deferrals and employer contributions (including nonelective deferrals) to a section 457(b) deferred compensation plan  
H--Elective deferrals to a section 501(c)(18)(D) tax-exempt organization plan. See "Adjusted Gross Income" in the Form 1040 instructions for how to deduct.  
J--Nontaxable sick pay (information only, not included in boxes 1, 3, or 5)  
K--20% excise tax on excess golden parachute payments. See "Other Taxes" in the Form 1040 instructions.  
L--Substantiated employee business expense reimbursements (nontaxable)  
M--Uncollect on social security or RRTA tax on taxable cost of group-term life insurance over \$50,000 (former employees only). See "Other Taxes" in Form 1040 inst.  
N--Uncollected Medicare tax on taxable cost of group-term life insurance over \$50,000 (former employees only). See "Other Taxes" in the Form 1040 instructions.  
P--Excludable moving expense reimbursements paid directly to employee (not included in boxes 1, 3, or 5)  
Q--Nontaxable combat pay. See the instructions for Form 1040 or Form 1040A for details on reporting this amount.  
R--Employer contributions to your Archer MSA. Report on Form 8853, Archer MSAs and Long-Term Care Insurance Contracts.

S--Employee salary reduction contributions under a section 408(p) SIMPLE plan (not included in box 1)  
T--Adoption benefits (not included in box 1). Complete Form 8839, Qualified Adoption Expenses, to compute any taxable and nontaxable amounts.  
V--Income from exercise of nonstatutory stock option(s) (included in boxes 1, 3 (up to social security wage base), and 5). See Pub. 525 and instructions for Schedule D (Form 1040) for reporting requirements.  
W--Employer contributions (including amounts the employee elected to contribute using a section 125 (cafeteria) plan) to your health savings account. Report on Form 8889, Health Savings Accounts (HSAs).  
Y--Deferrals under a section 409A nonqualified deferred compensation plan  
Z--Income under a nonqualified deferred compensation plan that fails to satisfy section 409A. This amount is also included in box 1. It is subject to an additional 20% tax plus interest. See "Other Taxes" in the Form 1040 instructions.  
AA--Designated Roth contributions under a section 401(k) plan  
BB--Designated Roth contributions under a section 403(b) plan  
DD--Cost of employer-sponsored health coverage. The amount reported with Code DD is not taxable.  
EE--Designated Roth contributions under a governmental section 457(b) plan. This amount does not apply to contributions under a tax-exempt organization section 457(b) plan.  
Box 13. If the "Retirement plan" box is checked, special limits may apply to the amount of traditional IRA contributions you may deduct. See Pub 590, Individual Retirement Arrangements (IRAs).  
Box 14. Employers may use this box to report information such as state disability insurance taxes withheld, union dues, uniform payments, health insurance premiums deducted, nontaxable income, educational assistance payments, or a member of the clergy's parsonage allowance and utilities. Railroad employers use this box to report railroad retirement (RRTA) compensation. Tier 1 tax, Tier 2 tax, Medicare tax and Additional Medicare Tax. Include tips reported by the employee to the employer in railroad retirement (RRTA) compensation.  
Note. Keep Copy C of Form W-2 for at least 3 years after the due date for filing your income tax return. However, to help protect your social security benefits, keep Copy C until you begin receiving social security benefits, just in case there is a question about your work record and/or earnings in a particular year.  
(Also see Notice to Employee on back of Copy B.)

**RESPONSIVE TO STAFF'S FIRST RFI NUMBER 1-11**

DDU16 - 015567

**Double Diamond Companies**  
**2015 Budget**  
**DDU - The Cliffs Utilities - 8090**  
**Labor Transfers**

Staff HI

Please enter the Department # in the column titled "Provides Services to Department", amount for each period and detail of service provided.

Employee Name	Provides Services to	Period 1	Period 2	Period 3	Period 4	Period 5	Period 6	Period 7	Period 8	Period 9	Period 10	Period 11	Period 12	Total
	Department													

Note - Amount should be entered as a credit to compensation; therefore, enter as a negative #.

Total Labor Transfers                    302    302    604    302    302    604    302    302    604    302    302    604    302    302    604    4,832

Please explain service to be provided

0 \_\_\_\_\_  
 0 \_\_\_\_\_  
 0 \_\_\_\_\_  
 0 \_\_\_\_\_

Please enter the Department # in the column titled "Receives Services from Department", amount for each period and detail of service provided.

Employee Name or Position	Receives Services from	Period 1	Period 2	Period 3	Period 4	Period 5	Period 6	Period 7	Period 8	Period 9	Period 10	Period 11	Period 12	Total
	Department													
Home Office Accounting	NRM-2010	302	302	604	302	302	604	302	302	604	302	302	604	4,832

Note - Amount should be entered as an addition to compensation; therefore, enter as a positive #.

Please explain service to be provided

Home Office Accounting    Utility Billing & Utility Customer Service - NMR-2010 Pat Gibson    % 5  
 \_\_\_\_\_  
 \_\_\_\_\_

G/L Register No. 1571

G/L Account No.	Dept. Code	Posting Date	Document Type	Document No.	Description	Debit Amount	Credit Bal. Account Amount No.
Register No. 1571 Source Code: GENJNL General Journal							
1417-9065	9065	10/15/15		JE0021873	Labor Transfer	2,069.00	
1417-8065	8065	10/15/15		JE0021873	Labor Transfer	956.00	
1417-5065	5065	10/15/15		JE0021873	Labor Transfer	67.00	
1417-6065	6065	10/15/15		JE0021873	Labor Transfer	433.00	
1417-7065	7065	10/15/15		JE0021873	Labor Transfer	1,369.00	
1317-8090	8090	10/15/15		JE0021873	Labor Transfer	202.34	
1317-8090	8091	10/15/15		JE0021873	Labor Transfers	99.58	
1317-8090	8090	10/15/15		JE0021873	Labor Transfers	193.28	
1317-8090	8091	10/15/15		JE0021873	Labor Transfers	108.72	
1317-8090	8090	10/15/15		JE0021873	Labor Transfers	211.40	
1317-8090	8091	10/15/15		JE0021873	Labor Transfers	90.60	
8100-0000	2010	10/15/15		JE0021873	Labor Transfers		6,469.00
1417-7065	7065	10/15/15		JE0021873	Labor Transfers	1,479.00	
1417-3215	3215	10/15/15		JE0021873	Labor Transfers	570.00	
8100-0000	1510	10/15/15		JE0021873	Labor Transfers		1,377.00
1417-9065	9065	10/15/15		JE0021873	Labor Transfers	818.00	
1317-3220	3220	10/15/15		JE0021873	Labor Transfers	953.00	
1417-8065	8065	10/15/15		JE0021873	Labor Transfers	218.00	
1417-6065	6065	10/15/15		JE0021873	Labor Transfers	204.00	
1417-7065	7065	10/15/15		JE0021873	Labor Transfers	816.00	
8100-0000	1610	10/15/15		JE0021873	Labor Transfers		3,007.00
1317-3210	8095	10/15/15		JE0021873	Labor Transfers	1,202.00	
1417-6065	6065	10/15/15		JE0021873	Labor Transfers		1,202.00
1317-5010	5054	10/15/15		JE0021873	Labor Transfers		12,084.89
1317-5010	5154	10/15/15		JE0021873	Labor Transfers	12,084.89	
1317-5010	4851	10/15/15		JE0021873	Labor Transfers	1,173.00	
1317-5010	4951	10/15/15		JE0021873	Labor Transfers	703.00	
1317-5010	5051	10/15/15		JE0021873	Labor Transfers	252.00	
1317-5010	5151	10/15/15		JE0021873	Labor Transfers		4,158.00
1317-5010	4956	10/15/15		JE0021873	Labor Transfers	301.00	
1317-5010	5156	10/15/15		JE0021873	Labor Transfers	402.00	
1317-5010	5056	10/15/15		JE0021873	Labor Transfers	625.00	
1317-5010	5256	10/15/15		JE0021873	Labor Transfers	401.00	
1317-5010	4858	10/15/15		JE0021873	Labor Transfers	301.00	
1317-3210	5095	10/15/15		JE0021873	Labor Transfers		1,040.00
1317-8090	5091	10/15/15		JE0021873	Labor Transfers	1,340.00	
1417-8065	8070	10/15/15		JE0021873	Labor Transfers		1,120.00
1417-8065	8065	10/15/15		JE0021873	Labor Transfers	1,120.00	
1317-3210	5095	10/15/15		JE0021873	Labor Transfers		867.00
1417-5065	5065	10/15/15		JE0021873	Labor Transfers	433.00	
1417-5065	5070	10/15/15		JE0021873	Labor Transfers	434.00	
Number of Entries in Register No. 1571: 41						31,324.89	31,324.89

*Handwritten notes:*  
 301.9 Split  
 67-8040  
 27-8041  
 302  
 Split  
 APPROX  
 60/40  
 8090 8091

*Handwritten number:* 21873

General Journal - Test  
 DTM

November 5, 2015  
 Page 1  
 KAS

Journal Template Name RECURRING  
 Journal Batch LBR 2010

Gen Journal Line Journal Template Name RECURRING, Journal Batch Name LBR 2010

Posting Date	Document Type	Document No.	Account Type	Company	Account No.	Dept. Code	Name	Description	Amount	Bal Account No.	Balance (\$)
10/15/15		PERIOD 10	G/L Account	WBP	6100-0000	9065	Labor Transf	Labor Transfer	2,069 00		2,069 00
10/15/15		PERIOD 10	G/L Account	CLP	6100-0000	8065	Labor Transf	Labor Transfer	956 00		956 00
10/15/15		PERIOD 10	G/L Account	RCP	6100-0000	5065	Labor Transf	Labor Transfer	67 00		67 00
10/15/15		PERIOD 10	G/L Account	RPO	6100-0000	6065	Labor Transf	Labor Transfer	433 00		433 00
10/15/15		PERIOD 10	G/L Account	ERC	6100-0000	7065	Labor Transf	Labor Transfer	1,369 00		1,369 00
10/15/15		PERIOD 10	G/L Account	DDU	6100-0000	8090	Labor Transf	Labor Transfer	202 34		202 34
10/15/15		PERIOD 10	G/L Account	DDU	6100-0000	8091	Labor Transf	Labor Transfers	99 66		99 66
10/15/15		PERIOD 10	G/L Account	DDU	6100-0000	9090	Labor Transf	Labor Transfers	193 28		193 28
10/15/15		PERIOD 10	G/L Account	DDU	6100-0000	9091	Labor Transf	Labor Transfers	108 72		108 72
10/15/15		PERIOD 10	G/L Account	DDU	6100-0000	6090	Labor Transf	Labor Transfers	211 40		211 40
10/15/15		PERIOD 10	G/L Account	DDU	6100-0000	6091	Labor Transf	Labor Transfers	90 60		90 60
10/15/15		PERIOD 10	G/L Account		6100-0000	2010	Labor Transf	Labor Transfers	-6,469 00		-6,469 00
10/15/15		PERIOD 10	G/L Account	ERC	6100 0000	7065	Labor Transf	Labor Transfers	1,476 00		1,476 00
10/15/15		PERIOD 10	G/L Account	UMC	6100-0000	3215	Labor Transf	Labor Transfers	570 00		570 00
10/15/15		PERIOD 10	G/L Account		6100-0000	1510	Labor Transf	Labor Transfers	-1,377 00		-1,377 00
10/15/15		PERIOD 10	G/L Account	WBP	6100-0000	9065	Labor Transf	Labor Transfers	816 00		816 00
10/15/15		PERIOD 10	G/L Account	DGI	6100-0000	3220	Labor Transf	Labor Transfers	953 00		953 00
10/15/15		PERIOD 10	G/L Account	CLP	6100 0000	8065	Labor Transf	Labor Transfers	218 00		218 00
10/15/15		PERIOD 10	G/L Account	RPO	6100 0000	6065	Labor Transf	Labor Transfers	204 00		204 00
10/15/15		PERIOD 10	G/L Account	ERC	6100 0000	7065	Labor Transf	Labor Transfers	816 00		816 00
10/15/15		PERIOD 10	G/L Account		6100 0000	1610	Labor Transf	Labor Transfers	-3,007 00		-3,007 00



General Journal - Test  
DDM

November 5, 2015  
Page 2  
KAS

Journal Template Name RECURRING  
Journal Batch LBR 2010

Posting Date	Document Type	Document No.	Account Type	Company	Account No	Dept. Code	Name	Description	Amount	Bal. Account No	Balance (\$)
10/15/15		PERIOD 10	G/L Account	DDC	6100-0000	6095	Labor Transf	Labor Transfers	1,202 00		1,202 00
10/15/15		PERIOD 10	G/L Account	RPO	6100-0000	6065	Labor Transf	Labor Transfers	-1,202 00		-1,202 00
10/15/15		PERIOD 10	G/L Account	NMC	6100-0000	5054	Labor Transf	Labor Transfers	-12,084 89		-12,084 89
10/15/15		PERIOD 10	G/L Account	NMC	6100-0000	5154	Labor Transf	Labor Transfers	12,084 89		12,084 89
10/15/15		PERIOD 10	G/L Account	NMC	6100-0000	4851	Labor Transf	Labor Transfers	1,173 00		1,173 00
10/15/15		PERIOD 10	G/L Account	NMC	6100-0000	4951	Labor Transf	Labor Transfers	703 00		703 00
10/15/15		PERIOD 10	G/L Account	NMC	6100-0000	5051	Labor Transf	Labor Transfers	252 00		252 00
10/15/15		PERIOD 10	G/L Account	NMC	6100-0000	5151	Labor Transf	Labor Transfers	-4,158 00		4,158 00
10/15/15		PERIOD 10	G/L Account	NMC	6100-0000	4956	Labor Transf	Labor Transfers	301 00		301 00
10/15/15		PERIOD 10	G/L Account	NMC	6100-0000	5156	Labor Transf	Labor Transfers	402 00		402 00
10/15/15		PERIOD 10	G/L Account	NMC	6100-0000	5056	Labor Transf	Labor Transfers	625 00		625 00
10/15/15		PERIOD 10	G/L Account	NMC	6100-0000	5256	Labor Transf	Labor Transfers	401 00		401 00
10/15/15		PERIOD 10	G/L Account	NMC	6100-0000	4856	Labor Transf	Labor Transfers	301 00		301 00
10/15/15		PERIOD 10	G/L Account	DDC	6100-0000	5095	Labor Transf	Labor Transfers	-1,040 00		-1,040 00
10/15/15		PERIOD 10	G/L Account	DDU	6100-0000	5091	Labor Transf	Labor Transfers	1,040 00		1,040 00
10/15/15		PERIOD 10	G/L Account	CLP	6100-0000	8070	Labor Transf	Labor Transfers	-1,120 00		-1,120 00
10/15/15		PERIOD 10	G/L Account	CLP	6100-0000	8065	Labor Transf	Labor Transfers	1,120 00		1,120 00
10/15/15		PERIOD 10	G/L Account	DDC	6100-0000	5095	Labor Transf	Labor Transfers	-867 00		-867 00
10/15/15		PERIOD 10	G/L Account	RCP	6100-0000	5065	Labor Transf	Labor Transfers	433 00		433 00
10/15/15		PERIOD 10	G/L Account	RCP	6100-0000	5070	Labor Transf	Labor Transfers	434 00		434 00
Total (\$)									0 00		0 00

Double Diamond Companies  
2015 Budget  
DDU - White Bluff Utilities - 9090  
Labor Transfers

STAFF  
HI

Please enter the Department # in the column titled "Provides Services to Department", amount for each period and detail of service provided.

Employee Name	Provides Services to Department	Periods												Total	
		Period 1	Period 2	Period 3	Period 4	Period 5	Period 6	Period 7	Period 8	Period 9	Period 10	Period 11	Period 12		
															-
															-
															-
															-
															-
															-
															-
															-

Note - Amount should be entered as a credit to compensation; therefore, enter as a negative #.

Total Labor Transfers 302 302 604 302 302 604 302 302 604 302 302 604 4,832

Please explain service to be provided

0 \_\_\_\_\_  
0 \_\_\_\_\_  
0 \_\_\_\_\_  
0 \_\_\_\_\_

Please enter the Department # in the column titled "Receives Services from Department", amount for each period and detail of service provided.

Employee Name or Position	Receives Services from Department	Periods												Total
		Period 1	Period 2	Period 3	Period 4	Period 5	Period 6	Period 7	Period 8	Period 9	Period 10	Period 11	Period 12	
Home Office Accounting	NRM-2010	302	302	604	302	302	604	302	302	604	302	302	604	4,832
														-
														-
														-
														-
														-
														-
														-



Note - Amount should be entered as an addition to compensation; therefore, enter as a positive #.

Please explain service to be provided

Home Office Accounting Utility Billing & Utility Customer Service % 5 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Gi/L Register No 1571

G/L Account No.	Dept. Code	Posting Date	Document Type	Document No.	Description	Debit Amount	Credit Bal. Account Amount No.
Register No. 1571		Source Code: GENJNL		General Journal			
1417-8065	9065	10/15/15		JE0021873	Labor Transfer	2,069 00	
1417-8065	8065	10/15/15		JE0021873	Labor Transfer	956 00	
1417-5065	5065	10/15/15		JE0021873	Labor Transfer	67 00	
1417-6065	6065	10/15/15		JE0021873	Labor Transfer	433 00	
1417-7065	7065	10/15/15		JE0021873	Labor Transfer	1,369 00	
1317-8090	8090	10/15/15		JE0021873	Labor Transfer	202 34	
1317-8090	8091	10/15/15		JE0021873	Labor Transfers	99 66	
1317-8090	8050	10/15/15		JE0021873	Labor Transfers		
1317-8090	8081	10/15/15		JE0021873	Labor Transfers		
1317-8090	6090	10/15/15		JE0021873	Labor Transfers	211 40	
1317-8090	6091	10/15/15		JE0021873	Labor Transfers	90 60	
6100-0000	2010	10/15/15		JE0021873	Labor Transfers		6,469 00
1417-7065	7065	10/15/15		JE0021873	Labor Transfers	1,476 00	
1417-3215	3215	10/15/15		JE0021873	Labor Transfers	570 00	
6100-0000	1510	10/15/15		JE0021873	Labor Transfers		1,377 00
1417-9065	9065	10/15/15		JE0021873	Labor Transfers	816 00	
1317-3220	3220	10/15/15		JE0021873	Labor Transfers	953 00	
1417-8065	8065	10/15/15		JE0021873	Labor Transfers	218 00	
1417-6065	6065	10/15/15		JE0021873	Labor Transfers	204 00	
1417-7065	7065	10/15/15		JE0021873	Labor Transfers	816 00	
6100-0000	1610	10/15/15		JE0021873	Labor Transfers		3,007 00
1317-3210	6095	10/15/15		JE0021873	Labor Transfers	1,202 00	
1417-6065	6065	10/15/15		JE0021873	Labor Transfers		1,202 00
1317-5010	5054	10/15/15		JE0021873	Labor Transfers		12,084 89
1317-5010	5154	10/15/15		JE0021873	Labor Transfers	12,084 89	
1317-5010	4851	10/15/15		JE0021873	Labor Transfers	1,173 00	
1317-5010	4951	10/15/15		JE0021873	Labor Transfers	703 00	
1317-5010	5051	10/15/15		JE0021873	Labor Transfers	252 00	
1317-5010	5151	10/15/15		JE0021873	Labor Transfers		4,158 00
1317-5010	4956	10/15/15		JE0021873	Labor Transfers	301 00	
1317-5010	5156	10/15/15		JE0021873	Labor Transfers	402 00	
1317-5010	5056	10/15/15		JE0021873	Labor Transfers	625 00	
1317-5010	5256	10/15/15		JE0021873	Labor Transfers	401 00	
1317-5010	4856	10/15/15		JE0021873	Labor Transfers	301 00	
1317-3210	5095	10/15/15		JE0021873	Labor Transfers		1,040 00
1317-8090	5091	10/15/15		JE0021873	Labor Transfers	1,040 00	
1417-8065	8070	10/15/15		JE0021873	Labor Transfers		1,120 00
1417-8065	8065	10/15/15		JE0021873	Labor Transfers	1,120 00	
1317-3210	5095	10/15/15		JE0021873	Labor Transfers		867 00
1417-5065	5065	10/15/15		JE0021873	Labor Transfers	433 00	
1417-5065	5070	10/15/15		JE0021873	Labor Transfers	434 00	
Number of Entries in Register No. 1571: 41						31,324.89	31,324.89

*Handwritten notes:*  
 202  
 split approx  
 60/40  
 90/10

*Handwritten number:* 21873

General Journal - Test  
DDM

November 5, 2015  
Page 1  
KAS



Journal Template Name RECURRING  
Journal Batch LBR 2010

Gen Journal Line Journal Template Name RECURRING, Journal Batch Name LBR 2010

Posting Date	Document Type	Document No	Account Type	Company	Account No.	Dept Code	Name	Description	Amount	Bal. Account No.	Balance (\$)
10/15/15		PERIOD 10	G/L Account	WBP	6100-0000	9065	Labor Transf	Labor Transfer	2,069 00		2,069 00
10/15/15		PERIOD 10	G/L Account	CLP	6100-0000	8065	Labor Transf	Labor Transfer	956 00		956 00
10/15/15		PERIOD 10	G/L Account	RCP	6100-0000	5065	Labor Transf	Labor Transfer	67 00		67 00
10/15/15		PERIOD 10	G/L Account	RPO	6100-0000	6065	Labor Transf	Labor Transfer	433 00		433 00
10/15/15		PERIOD 10	G/L Account	ERC	6100-0000	7065	Labor Transf	Labor Transfer	1,369 00		1,369 00
10/15/15		PERIOD 10	G/L Account	DDU	6100-0000	8090	Labor Transf	Labor Transfer	202 34		202 34
10/15/15		PERIOD 10	G/L Account	DDU	6100-0000	8091	Labor Transf	Labor Transfers	99 66		99 66
10/15/15		PERIOD 10	G/L Account	DDU	6100-0000	9090	Labor Transf	Labor Transfers	193 28		193 28
10/15/15		PERIOD 10	G/L Account	DDU	6100-0000	9091	Labor Transf	Labor Transfers	108 72		108 72
10/15/15		PERIOD 10	G/L Account	DDU	6100-0000	6090	Labor Transf	Labor Transfers	211 40		211 40
10/15/15		PERIOD 10	G/L Account	DDU	6100-0000	6091	Labor Transf	Labor Transfers	90 60		90 60
10/15/15		PERIOD 10	G/L Account		6100-0000	2010	Labor Transf	Labor Transfers	-6,469 00		-6,469 00
10/15/15		PERIOD 10	G/L Account	ERC	6100-0000	7065	Labor Transf	Labor Transfers	1,476 00		1,476 00
10/15/15		PERIOD 10	G/L Account	UMC	6100-0000	3215	Labor Transf	Labor Transfers	570 00		570 00
10/15/15		PERIOD 10	G/L Account		6100-0000	1510	Labor Transf	Labor Transfers	-1,377 00		-1,377 00
10/15/15		PERIOD 10	G/L Account	WBP	6100-0000	9065	Labor Transf	Labor Transfers	816 00		816 00
10/15/15		PERIOD 10	G/L Account	DGI	6100-0000	3220	Labor Transf	Labor Transfers	953 00		953 00
10/15/15		PERIOD 10	G/L Account	CLP	6100-0000	8065	Labor Transf	Labor Transfers	218 00		218 00
10/15/15		PERIOD 10	G/L Account	RPO	6100-0000	6065	Labor Transf	Labor Transfers	204 00		204 00
10/15/15		PERIOD 10	G/L Account	ERC	6100-0000	7065	Labor Transf	Labor Transfers	816 00		816 00
10/15/15		PERIOD 10	G/L Account		6100-0000	1610	Labor Transf	Labor Transfers	-3,007 00		-3,007 00

General Journal - Test  
DDM

November 5, 2015  
Page 2  
KAS

Journal Template Name RECURRING  
Journal Balch LBR 2010

Posting Date	Document Type	Document No.	Account Type	Company	Account No.	Dept. Code	Name	Description	Amount	Bal. Account No.	Balance (\$)
10/15/15		PERIOD 10	G/L Account	DDC	6100-0000	6095	Labor Transf	Labor Transfers	1,202 00		1,202 00
10/15/15		PERIOD 10	G/L Account	RPO	6100-0000	6065	Labor Transf	Labor Transfers	-1,202 00		-1,202 00
10/15/15		PERIOD 10	G/L Account	NMC	6100-0000	5054	Labor Transf	Labor Transfers	-12,084 89		-12,084 89
10/15/15		PERIOD 10	G/L Account	NMC	6100-0000	5154	Labor Transf	Labor Transfers	12,084 89		12,084 89
10/15/15		PERIOD 10	G/L Account	NMC	6100-0000	4851	Labor Transf	Labor Transfers	1,173 00		1,173 00
10/15/15		PERIOD 10	G/L Account	NMC	6100-0000	4951	Labor Transf	Labor Transfers	703 00		703 00
10/15/15		PERIOD 10	G/L Account	NMC	6100-0000	5051	Labor Transf	Labor Transfers	252 00		252 00
10/15/15		PERIOD 10	G/L Account	NMC	6100-0000	5151	Labor Transf	Labor Transfers	-4,158 00		-4,158 00
10/15/15		PERIOD 10	G/L Account	NMC	6100-0000	4956	Labor Transf	Labor Transfers	301 00		301 00
10/15/15		PERIOD 10	G/L Account	NMC	6100-0000	5156	Labor Transf	Labor Transfers	402 00		402 00
10/15/15		PERIOD 10	G/L Account	NMC	6100-0000	5056	Labor Transf	Labor Transfers	625 00		625 00
10/15/15		PERIOD 10	G/L Account	NMC	6100-0000	5256	Labor Transf	Labor Transfers	401 00		401 00
10/15/15		PERIOD 10	G/L Account	NMC	6100-0000	4856	Labor Transf	Labor Transfers	301 00		301 00
10/15/15		PERIOD 10	G/L Account	DDC	6100-0000	5095	Labor Transf	Labor Transfers	-1 040 00		-1,040 00
10/15/15		PERIOD 10	G/L Account	DDU	6100-0000	5091	Labor Transf	Labor Transfers	1,040 00		1 040 00
10/15/15		PERIOD 10	G/L Account	CLP	6100-0000	8070	Labor Transf	Labor Transfers	-1,120 00		-1 120 00
10/15/15		PERIOD 10	G/L Account	CLP	6100-0000	8065	Labor Transf	Labor Transfers	1,120 00		1,120 00
10/15/15		PERIOD 10	G/L Account	DDC	6100-0000	5095	Labor Transf	Labor Transfers	-867 00		-867 00
10/15/15		PERIOD 10	G/L Account	RCP	6100-0000	5065	Labor Transf	Labor Transfers	433 00		433 00
10/15/15		PERIOD 10	G/L Account	RCP	6100-0000	5070	Labor Transf	Labor Transfers	434 00		434 00
<b>Total (\$)</b>									<b>0.00</b>		<b>0.00</b>

**RESPONSIVE TO STAFF'S FIRST RFI NUMBER 1-10**

DDU16 - 015576

Form <b>1096</b> Department of the Treasury Internal Revenue Service	<b>Annual Summary and Transmittal of                  U.S. Information Returns</b>	OMB No 1545-0108  <b>2015</b>											
FILER'S name <b>Double Diamond Utilities Co.</b>  Street address (including room or suite number) <b>5495 Belt Line Rd. Suite 200</b>  City or town, state or province, country, and ZIP or foreign postal code <b>Dallas, TX 75254</b>		<b>For Official Use Only</b> 											
Name of person to contact <b>KEVIN SHEA</b>  Telephone number [REDACTED]													
Email address [REDACTED]  Fax number <b>214-706-9878</b>													
1 Employer identification number <b>75-2684599</b>	2 Social security number [REDACTED]	3 Total number of forms <b>11</b>	4 Federal income tax withheld \$ [REDACTED]	5 Total amount reported with this Form 1096 \$ <b>206738.25</b>									
6 Enter an "X" in only one box below to indicate the type of form being filed.							7 If this is your final return, enter an "X" here <input checked="" type="checkbox"/>						
W-2G 32	1097-BTC 50	1098 81	1098-C 78	1098-E 84	1098-Q 74	1098-T 83	1099-A 80	1099-B 79	1099-C 85	1099-CAP 73	1099-DIV 91	1099-G 86	1099-INT 92
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1099-K 10	1099-LTC 93	1099-MISC 95	1099-OID 96	1099-PATR 97	1099-Q 31	1099-R 98	1099-S 75	1099-SA 94	3921 25	3922 26	5498 28	5498-ESA 72	5498-SA 27
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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**Return this entire page to the Internal Revenue Service. Photocopies are not acceptable.**

Under penalties of perjury, I declare that I have examined this return and accompanying documents, and, to the best of my knowledge and belief, they are true, correct, and complete.

Signature ▶ Title ▶ **VP-ACCOUNTING** Date ▶ **2/24/16**

**Instructions**

**Future developments.** For the latest information about developments related to Form 1096, such as legislation enacted after it was published, go to [www.irs.gov/form1096](http://www.irs.gov/form1096).

**Reminder.** The only acceptable method of filing information returns with Internal Revenue Service/Information Returns Branch is electronically through the FIRE system. See Pub. 1220, Specifications for Electronic Filing of Forms 1097, 1098, 1099, 3921, 3922, 5498, and W-2G.

**Purpose of form.** Use this form to transmit paper Forms 1097, 1098, 1099, 3921, 3922, 5498, and W-2G to the Internal Revenue Service. Do not use Form 1096 to transmit electronically. For electronic submissions, see Pub. 1220.

**Caution.** If you are required to file 250 or more information returns of any one type, you must file electronically. If you are required to file electronically but fail to do so, and you do not have an approved waiver, you may be subject to a penalty. For more information, see part F in the 2015 General Instructions for Certain Information Returns.

**Who must file.** The name, address, and TIN of the filer on this form must be the same as those you enter in the upper left area of Forms 1097, 1098, 1099, 3921, 3922, 5498, or W-2G. A filer is any person or entity who files any of the forms shown in line 6 above.

Enter the filer's name, address (including room, suite, or other unit number), and TIN in the spaces provided on the form.

**When to file.** File Form 1096 as follows.

- With Forms 1097, 1098, 1099, 3921, 3922, or W-2G, file by February 29, 2016.
- With Forms 5498, file by May 31, 2016.

**Where To File**

Send all information returns filed on paper with Form 1096 to the following.

**If your principal business, office or agency, or legal residence in the case of an individual, is located in**

**Use the following three-line address**

Alabama, Arizona, Arkansas, Connecticut, Delaware, Florida, Georgia, Kentucky, Louisiana, Maine, Massachusetts, Mississippi, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, Texas, Vermont, Virginia, West Virginia

Department of the Treasury  
 Internal Revenue Service Center  
 Austin, TX 73301

9595  VOID  CORRECTED

PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. <b>Double Diamond Utilities Co. 5495 Belt Line Road, Suite 200 Dallas, TX 75254 214-706-9801</b>		1 Rents \$	OMB No. 1545-0115 <b>2015</b>		<b>Miscellaneous Income</b>
		2 Royalties \$	Form 1099-MISC		
PAYER'S federal identification number <b>75-2684599</b>		RECIPIENT'S identification number [REDACTED]		3 Other income \$	4 Federal income tax withheld \$
RECIPIENT'S name <b>Main Street Elite Automotive #2</b>		5 Fishing boat proceeds \$		6 Medical and health care payments \$	
Street address (including apt. no.) [REDACTED]		7 Nonemployee compensation <b>1608.18</b>		8 Substitute payments in lieu of dividends or interest \$	
City or town, state or province, country, and ZIP or foreign postal code [REDACTED]		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>		10 Crop insurance proceeds \$	
Account number (see instructions) <b>ALLUBE</b>		FATCA filing requirement <input type="checkbox"/>	2nd TIN not <input type="checkbox"/>	11	12
15a Section 409A deferrals \$		15b Section 409A income \$		13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$
				16 State tax withheld \$	17 State/Payer's state no. \$
				18 State income \$	

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Internal Revenue  
Service Center**  
  
**File with Form 1096.**  
  
**For Privacy Act  
and Paperwork  
Reduction Act  
Notice, see the  
2015 General  
Instructions for  
Certain  
Information  
Returns.**

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Form 1099-MISC 41-0852411 www.irs.gov/form1099misc Department of the Treasury - Internal Revenue Service  
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PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. <b>Double Diamond Utilities Co. 5495 Belt Line Road, Suite 200 Dallas, TX 75254 214-706-9801</b>		1 Rents \$	OMB No. 1545-0115 <b>2015</b>		<b>Miscellaneous Income</b>
		2 Royalties \$	Form 1099-MISC		
PAYER'S federal identification number <b>75-2684599</b>		RECIPIENT'S identification number [REDACTED]		3 Other income \$	4 Federal income tax withheld \$
RECIPIENT'S name <b>Environmental Monitoring Lab</b>		5 Fishing boat proceeds \$		6 Medical and health care payments \$	
Street address (including apt. no.) [REDACTED]		7 Nonemployee compensation <b>30999.00</b>		8 Substitute payments in lieu of dividends or interest \$	
City or town, state or province, country, and ZIP or foreign postal code [REDACTED]		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>		10 Crop insurance proceeds \$	
Account number (see instructions) <b>ENVILAB</b>		FATCA filing requirement <input type="checkbox"/>	2nd TIN not <input type="checkbox"/>	11	12
15a Section 409A deferrals \$		15b Section 409A income \$		13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$
				16 State tax withheld \$	17 State/Payer's state no. \$
				18 State income \$	

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**For Privacy Act  
and Paperwork  
Reduction Act  
Notice, see the  
2015 General  
Instructions for  
Certain  
Information  
Returns.**

Form 1099-MISC LMA 41-0852411 5110 www.irs.gov/form1099misc Department of the Treasury - Internal Revenue Service



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PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. <b>Double Diamond Utilities Co. 5495 Belt Line Road, Suite 200 Dallas, TX 75254 214-706-9801</b>		1 Rents \$	OMB No. 1545-0115 <b>2015</b> Form 1099-MISC		<b>Miscellaneous Income</b>
		2 Royalties \$			
PAYER'S federal identification number <b>75-2684599</b>		3 Other income \$	4 Federal income tax withheld \$		<b>Copy A For Internal Revenue Service Center</b>
RECIPIENT'S identification number [REDACTED]		5 Fishing boat proceeds \$	6 Medical and health care payments \$		
RECIPIENT'S name <b>Holt Cat</b>		7 Nonemployee compensation \$ <b>797.86</b>	8 Substitute payments in lieu of dividends or interest \$		<b>For Privacy Act and Paperwork Reduction Act Notice, see the 2015 General Instructions for Certain Information Returns.</b>
Street address (including apt. no.) [REDACTED]		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$		
City or town, state or province, country, and ZIP or foreign postal code [REDACTED]		11	12		
Account number (see instructions) <b>HOLT CAT</b>	FATCA filing requirement <input type="checkbox"/>	2nd TIN not <input type="checkbox"/>	13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$	
15a Section 409A deferrals \$	15b Section 409A income \$	16 State tax withheld \$	17 State/Payer's state no.	18 State income \$	

Form 1099-MISC 41-0852411 www.irs.gov/form1099misc Department of the Treasury - Internal Revenue Service  
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PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. <b>Double Diamond Utilities Co. 5495 Belt Line Road, Suite 200 Dallas, TX 75254 214-706-9801</b>		1 Rents \$	OMB No. 1545-0115 <b>2015</b> Form 1099-MISC		<b>Miscellaneous Income</b>
		2 Royalties \$			
PAYER'S federal identification number <b>75-2684599</b>		3 Other income \$	4 Federal income tax withheld \$		<b>Copy A For Internal Revenue Service Center</b>
RECIPIENT'S identification number [REDACTED]		5 Fishing boat proceeds \$	6 Medical and health care payments \$		
RECIPIENT'S name <b>Jackson Construction</b>		7 Nonemployee compensation \$ <b>17301.85</b>	8 Substitute payments in lieu of dividends or interest \$		<b>For Privacy Act and Paperwork Reduction Act Notice, see the 2015 General Instructions for Certain Information Returns.</b>
Street address (including apt. no.) [REDACTED]		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$		
City or town, state or province, country, and ZIP or foreign postal code [REDACTED]		11	12		
Account number (see instructions) <b>JACKCON</b>	FATCA filing requirement <input type="checkbox"/>	2nd TIN not <input type="checkbox"/>	13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$	
15a Section 409A deferrals \$	15b Section 409A income \$	16 State tax withheld \$	17 State/Payer's state no.	18 State income \$	

Form 1099-MISC LMA 41-0852411 5110 www.irs.gov/form1099misc Department of the Treasury - Internal Revenue Service

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PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no <b>Double Diamond Utilities Co. 5495 Belt Line Road, Suite 200 Dallas, TX 75254 214-706-9801</b>		1 Rents \$	OMB No. 1545-0115 <b>2015</b> Form 1099-MISC		<b>Miscellaneous Income</b>
PAYER'S federal identification number <b>75-2684599</b>		2 Royalties \$	3 Other income \$		
RECIPIENT'S identification number [REDACTED]		4 Federal income tax withheld \$	5 Fishing boat proceeds \$		<b>Copy A For Internal Revenue Service Center</b>  <b>File with Form 1096.</b>
RECIPIENT'S name <b>Jackson Walker, LLP</b>		6 Medical and health care payments \$	7 Nonemployee compensation <b>74095.97</b>		
Street address (including apt. no.) [REDACTED]		8 Substitute payments in lieu of dividends or interest \$	9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/> \$		<b>For Privacy Act and Paperwork Reduction Act Notice, see the 2015 General Instructions for Certain Information Returns.</b>
City or town, state or province, country, and ZIP or foreign postal code [REDACTED]		10 Crop insurance proceeds \$	11		
Account number (see instructions) <b>JACKWAL</b>	FATCA filing requirement <input type="checkbox"/>	2nd TIN not <input type="checkbox"/>	13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$	
15a Section 409A deferrals \$	15b Section 409A income \$	16 State tax withheld \$	17 State/Payer's state no.	18 State income \$	

Form 1099-MISC 41-0852411 www.irs.gov/form1099misc Department of the Treasury - Internal Revenue Service  
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PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no <b>Double Diamond Utilities Co. 5495 Belt Line Road, Suite 200 Dallas, TX 75254 214-706-9801</b>		1 Rents \$	OMB No. 1545-0115 <b>2015</b> Form 1099-MISC		<b>Miscellaneous Income</b>
PAYER'S federal identification number <b>75-2684599</b>		2 Royalties \$	3 Other income \$		
RECIPIENT'S identification number [REDACTED]		4 Federal income tax withheld \$	5 Fishing boat proceeds \$		<b>Copy A For Internal Revenue Service Center</b>  <b>File with Form 1096.</b>
RECIPIENT'S name <b>Ken Whitsitt</b>		6 Medical and health care payments \$	7 Nonemployee compensation <b>2650.00</b>		
Street address (including apt. no.) [REDACTED]		8 Substitute payments in lieu of dividends or interest \$	9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/> \$		<b>For Privacy Act and Paperwork Reduction Act Notice, see the 2015 General Instructions for Certain Information Returns.</b>
City or town, state or province, country, and ZIP or foreign postal code [REDACTED]		10 Crop insurance proceeds \$	11		
Account number (see instructions) <b>KWUTIL</b>	FATCA filing requirement <input type="checkbox"/>	2nd TIN not <input type="checkbox"/>	13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$	
15a Section 409A deferrals \$	15b Section 409A income \$	16 State tax withheld \$	17 State/Payer's state no.	18 State income \$	

Form 1099-MISC LMA 41-0852411 5110 www.irs.gov/form1099misc Department of the Treasury - Internal Revenue Service

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PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. <b>Double Diamond Utilities Co. 5495 Belt Line Road, Suite 200 Dallas, TX 75254 214-706-9801</b>		1 Rents \$	OMB No. 1545-0115 <b>2015</b>		<b>Miscellaneous Income</b>
		2 Royalties \$	Form 1099-MISC		
PAYER'S federal identification number <b>75-2684599</b>	RECIPIENT'S identification number [REDACTED]	3 Other income \$	4 Federal income tax withheld \$	<b>Copy A For Internal Revenue Service Center</b>	
		5 Fishing boat proceeds \$	6 Medical and health care payments \$		
RECIPIENT'S name <b>Shawn Jay Humphries</b>		7 Nonemployee compensation \$ <b>2069.91</b>	8 Substitute payments in lieu of dividends or interest \$	<b>For Privacy Act and Paperwork Reduction Act Notice, see the 2015 General Instructions for Certain Information Returns.</b>	
Street address (including apt. no.) [REDACTED]		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$		
City, state, and ZIP or foreign postal code [REDACTED]		11	12		
Account number (see instructions) <b>LAKESER</b>	FATCA filing requirement <input type="checkbox"/> 2nd TIN not <input type="checkbox"/>	13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$		
15a Section 409A deferrals \$	15b Section 409A income \$	16 State tax withheld \$	17 State/Payer's state no.	18 State income \$	

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PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. <b>Double Diamond Utilities Co. 5495 Belt Line Road, Suite 200 Dallas, TX 75254 214-706-9801</b>		1 Rents \$	OMB No. 1545-0115 <b>2015</b>		<b>Miscellaneous Income</b>
		2 Royalties \$	Form 1099-MISC		
PAYER'S federal identification number <b>75-2684599</b>	RECIPIENT'S identification number [REDACTED]	3 Other income \$	4 Federal income tax withheld \$	<b>Copy A For Internal Revenue Service Center</b>	
		5 Fishing boat proceeds \$	6 Medical and health care payments \$		
RECIPIENT'S name <b>NewGen Solutions &amp; Strategies, LLC</b>		7 Nonemployee compensation \$ <b>9320.00</b>	8 Substitute payments in lieu of dividends or interest \$	<b>For Privacy Act and Paperwork Reduction Act Notice, see the 2015 General Instructions for Certain Information Returns.</b>	
Street address (including apt. no.) [REDACTED]		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$		
City, state, and ZIP or foreign postal code [REDACTED]		11	12		
Account number (see instructions) <b>NEWGEN</b>	FATCA filing requirement <input type="checkbox"/> 2nd TIN not <input type="checkbox"/>	13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$		
15a Section 409A deferrals \$	15b Section 409A income \$	16 State tax withheld \$	17 State/Payer's state no.	18 State income \$	

Form 1099-MISC LMA 41-0852411 5110 www.irs.gov/form1099misc Department of the Treasury - Internal Revenue Service

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PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. <b>Double Diamond Utilities Co. 5495 Belt Line Road, Suite 200 Dallas, TX 75254 214-706-9801</b>		1 Rents \$	OMB No 1545-0115 <b>2015</b> Form 1099-MISC		<b>Miscellaneous Income</b>
		2 Royalties \$			
		3 Other income \$	4 Federal income tax withheld \$		
		5 Fishing boat proceeds \$	6 Medical and health care payments \$		
PAYER'S federal identification number <b>75-2684599</b>	RECIPIENT'S identification number [REDACTED]	7 Nonemployee compensation <b>32042.30</b> \$		8 Substitute payments in lieu of dividends or interest \$	<b>Copy A For Internal Revenue Service Center</b>  <b>File with Form 1096.</b>  <b>For Privacy Act and Paperwork Reduction Act Notice, see the 2015 General Instructions for Certain Information Returns.</b>
RECIPIENT'S name <b>Eddie J Pollock</b>		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>		10 Crop insurance proceeds \$	
Street address (including apt. no.) [REDACTED]		11		12	
City or town, state or province, country, and ZIP or foreign postal code [REDACTED]		13 Excess golden parachute payments \$		14 Gross proceeds paid to an attorney \$	
Account number (see instructions) <b>POLLEDD</b>	FATCA filing requirement <input type="checkbox"/>	2nd TIN not <input type="checkbox"/>	15a Section 409A deferrals \$		15b Section 409A income \$
		16 State tax withheld \$	17 State/Payer's state no.	18 State income \$	

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PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. <b>Double Diamond Utilities Co. 5495 Belt Line Road, Suite 200 Dallas, TX 75254 214-706-9801</b>		1 Rents \$	OMB No 1545-0115 <b>2015</b> Form 1099-MISC		<b>Miscellaneous Income</b>
		2 Royalties \$			
		3 Other income \$	4 Federal income tax withheld \$		
		5 Fishing boat proceeds \$	6 Medical and health care payments \$		
PAYER'S federal identification number <b>75-2684599</b>	RECIPIENT'S identification number [REDACTED]	7 Nonemployee compensation <b>2668.18</b> \$		8 Substitute payments in lieu of dividends or interest \$	<b>Copy A For Internal Revenue Service Center</b>  <b>File with Form 1096.</b>  <b>For Privacy Act and Paperwork Reduction Act Notice, see the 2015 General Instructions for Certain Information Returns.</b>
RECIPIENT'S name <b>Pond PCS</b>		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>		10 Crop insurance proceeds \$	
Street address (including apt. no.) [REDACTED]		11		12	
City or town, state or province, country, and ZIP or foreign postal code [REDACTED]		13 Excess golden parachute payments \$		14 Gross proceeds paid to an attorney \$	
Account number (see instructions) <b>PONDPCS</b>	FATCA filing requirement <input type="checkbox"/>	2nd TIN not <input type="checkbox"/>	15a Section 409A deferrals \$		15b Section 409A income \$
		16 State tax withheld \$	17 State/Payer's state no.	18 State income \$	

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PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. <b>Double Diamond Utilities Co. 5495 Belt Line Road, Suite 200 Dallas, TX 75254 214-706-9801</b>		1 Rents \$	OMB No. 1545-0115 <b>2015</b> Form 1099-MISC		<b>Miscellaneous Income</b>	
		2 Royalties \$				
		3 Other income \$	4 Federal income tax withheld \$	<b>Copy A For Internal Revenue Service Center</b>		
PAYER'S federal identification number <b>75-2684599</b>	RECIPIENT'S identification number [REDACTED]	5 Fishing boat proceeds \$	6 Medical and health care payments \$			<b>File with Form 1096. For Privacy Act and Paperwork Reduction Act Notice, see the 2015 General Instructions for Certain Information Returns.</b>
RECIPIENT'S name <b>Thurman/Ballard Septic</b>		7 Nonemployee compensation \$ <b>33185.00</b>	8 Substitute payments in lieu of dividends or interest \$			
Street address (including apt. no.) [REDACTED]		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$			
City or town, state or province, country, and ZIP or foreign postal code [REDACTED]		11	12			
Account number (see instructions) <b>THURSYS</b>	FATCA filing requirement <input type="checkbox"/>	2nd TIN not <input type="checkbox"/>	13 Excess golden parachute payments \$			14 Gross proceeds paid to an attorney \$
15a Section 409A deferrals \$	15b Section 409A income \$	16 State tax withheld \$	17 State/Payer's state no. \$	18 State income \$		

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PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no.		1 Rents \$	OMB No. 1545-0115 <b>2015</b> Form 1099-MISC		<b>Miscellaneous Income</b>	
		2 Royalties \$				
		3 Other income \$	4 Federal income tax withheld \$	<b>Copy A For Internal Revenue Service Center</b>		
PAYER'S federal identification number	RECIPIENT'S identification number	5 Fishing boat proceeds \$	6 Medical and health care payments \$			<b>File with Form 1096. For Privacy Act and Paperwork Reduction Act Notice, see the 2015 General Instructions for Certain Information Returns.</b>
RECIPIENT'S name		7 Nonemployee compensation \$	8 Substitute payments in lieu of dividends or interest \$			
Street address (including apt. no.)		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$			
City or town, state or province, country, and ZIP or foreign postal code		11	12			
Account number (see instructions)	FATCA filing requirement <input type="checkbox"/>	2nd TIN not <input type="checkbox"/>	13 Excess golden parachute payments \$			14 Gross proceeds paid to an attorney \$
15a Section 409A deferrals \$	15b Section 409A income \$	16 State tax withheld \$	17 State/Payer's state no. \$	18 State income \$		

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**RESPONSIVE TO STAFF'S FIRST RFI 1-12**

DDU16 - 015584

Year	Make	Model	VIN	Co Code
2009	Ford	Ranger	1FTYR10B89PA06313	DDU
2013	Ford	F150	1FTFX1CF5DFD67961	DDU
2012	Ford	F150	1FTMF1CM8CFA57228	DDU
2007	Chevy	C1500	2GCEC19V671163154	DDU
2009	16' Utility	Trailer	SVNBU16279TO78647	DDU
2008	Generator	Trailer	1W955102581294675	DDU
2007	Chevy	1500	1GCEC19J77E570041	DDU
2005	Chevy	C1500	1GCEC14V55Z239264	DDU
2008	Chevy	1500	2GCEC19C981117267	DDU
2007	Chevy	C1500	3GCEC14X87G229848	DDU
2010	Ford	F150	1FTMF1CW7AKA89500	DDU
2011	Ford	F150	1FTFW1CF1BKD47763	DDU

DDU16 - 015585



Chubb Group of Insurance Companies  
15 Mountain View Road Warren, NJ 07059

**FEDERAL INSURANCE COMPANY**

Incorporated under the laws of Indiana

**POLICY NUMBER:** (15) 9947-36-57

**COMMERCIAL AUTO**

**BUSINESS AUTO DECLARATIONS**

**ITEM ONE**

<b>PRODUCER:</b> VENTURE PROGRAMS, INC.  Agent No. 51991-000
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**NAMED INSURED:** DOUBLE DIAMOND DELAWARE INC

**MAILING ADDRESS:** 5495 BELTLINE RD STE 200  
DALLAS, TX 75254

**POLICY PERIOD:** From 01-31-2015 to 01-31-2016 at 12:01 A.M. Standard Time at your mailing address shown above

**PREVIOUS POLICY NUMBER:** (14) 9947-36-57

**FORM OF BUSINESS:**

- CORPORATION     
  LIMITED LIABILITY COMPANY     
  INDIVIDUAL  
 PARTNERSHIP     
  OTHER \_\_\_\_\_

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Premium shown is payable at inception: \$ 111,771.00				
AUDIT PERIOD (IF APPLICABLE)	ANNUALLY	SEMI-ANNUALLY	QUARTERLY	MONTHLY

**ENDORSEMENTS ATTACHED TO THIS POLICY:**

- IL 00 17 – Common Policy Conditions (IL 01 46 in Washington)
- IL 00 21 – Broad Form Nuclear Exclusion (Not Applicable in New York)

**SEE SCHEDULE OF FORMS AND ENDORSEMENTS**

COUNTERSIGNED \_\_\_\_\_ BY \_\_\_\_\_  
(Date) (Authorized Representative)



Chubb Group of Insurance Companies  
15 Mountain View Road  
Warren, New Jersey 07059

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**General Terms and Conditions Section**

**Item 5. Extended Reporting Period:**

(A) Additional Period:	(B) Additional Premium:
	0 % of Annual Premium
N/A	N/A of Annual Premium
N/A	N/A of Annual Premium

**Item 6. Termination of prior policies:**

8210-2556 (Jan 31, 2014 - Jan 31, 2015)

In witness whereof, the **Company** issuing this Policy has caused this Policy to be signed by its authorized officers, but it shall not be valid unless also signed by a duly authorized representative of the **Company**.

FEDERAL INSURANCE COMPANY

*Maureen A. Brundage*

Secretary

*Carl I. Krump*

President

01/30/2015

Date

*[Signature]*

Authorized Representative



**In consideration of payment of the premium and subject to the Declarations and the limitations, conditions, provisions and other terms of this Policy, the Company and the Insureds agree as follows:**

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**I. TERMS AND CONDITIONS**

Except for these General Terms and Conditions or unless stated to the contrary in any Coverage Section of this Policy, the terms and conditions of each Coverage Section apply only to that Coverage Section. If any provision in these General Terms and Conditions is inconsistent or in conflict with the terms and conditions of any Coverage Section, the terms and conditions of such Coverage Section shall control for purposes of that Coverage Section. Any defined term referenced in these General Terms and Conditions but defined in a Coverage Section shall, for purposes of coverage under that Coverage Section, have the meaning set forth in that Coverage Section.

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**II. GENERAL DEFINITIONS**

- (A) **Anniversary Date** means that date and time exactly one (1) year after the date and time set forth in Item 2(A) of the Declarations of these General Terms and Conditions, and each succeeding date and time exactly one (1) year after the previous **Anniversary Date**.
- (B) **Claim** shall have the meaning ascribed to that term in each **Liability Coverage Section**.
- (C) **Coverage Event** means the event or loss which must occur, be sustained or discovered in order to invoke coverage under each **Non-Liability Coverage Section**.
- (D) **Debtor in Possession** means a debtor in possession as such term is used in Chapter 11 of the United States of America Bankruptcy Code.
- (E) **Defense Costs** means that part of **Loss** consisting of reasonable costs, charges, fees (including but not limited to attorneys' fees and experts' fees) and expenses (other than regular or overtime wages, salaries or fees of the directors, officers or employees of the **Insured Organization**) incurred in defending any **Claim** and the premium for appeal, attachment or similar bonds.
- (F) **Financial Impairment** means the status of an **Insured Organization** resulting from:
  - (1) the appointment by any state or federal official, agency or court of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate such **Insured Organization**; or
  - (2) such **Insured Organization** becoming a **Debtor in Possession**.
- (G) **Insured** means all organizations, plans and natural persons defined as **Insureds** in each Coverage Section.
- (H) **Insured Organization** means the **Parent Corporation** and any **Subsidiary** created at any time or any **Subsidiary** acquired on or before the inception date as set forth in Item 2(A) of the Declarations of these General Terms and Conditions, or subject to Section XI Changes in Exposure of these General Terms and Conditions, during the **Policy Period**. **Insured Organization** shall also mean any such entity as a **Debtor in Possession** or an equivalent status under the law of any other country.

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**General Terms and Conditions Section**

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- (I) **Insured Person** shall have the meaning ascribed to that term in each Coverage Section. Solely with respect to any **Liability Coverage Section**, coverage for an **Insured Person** shall also include coverage for:
- (1) the lawful spouse of such **Insured Person**, if named as a co-defendant with such **Insured Person** solely by reason of such spouse's status as a spouse, or such spouse's ownership interest in property, which is sought by the claimant as recovery for an alleged **Wrongful Act** of such **Insured Person**; and
  - (2) in the event of the death, incapacity or bankruptcy of an **Insured Person**, the estate, heirs, legal representatives or assigns of such **Insured Person**;
- but any such coverage shall apply only with respect to a **Wrongful Act** of such **Insured Person**. All terms and conditions of this Policy, including without limitation, the Deductible Amount applicable to **Loss** incurred by the **Insured Person**, shall also apply to loss incurred by such spouses, estates, heirs, legal representatives and assigns of such **Insured Person**.
- (J) **Liability Coverage Section** means the Directors & Officers Liability, Employment Practices Liability, Fiduciary Liability, Miscellaneous Professional Liability and the Internet Liability Coverage Sections of this Policy, if purchased as set forth in Item 4 of the Declarations of these General Terms and Conditions.
- (K) **Loss**:
- (1) with respect to any **Liability Coverage Section**, shall have the meaning ascribed to that term in such Coverage Section; or
  - (2) with respect to any **Non-Liability Coverage Section**, means the total amount covered under such Coverage Section as a result of any **Coverage Event**.
- (L) **Non-Liability Coverage Section** means the Crime, Kidnap/Ransom and Extortion and Workplace Violence Expense Coverage Sections of this Policy, if purchased as set forth in Item 4 of the Declarations of these General Terms and Conditions.
- (M) **Parent Corporation** means the entity named in Item 1 of the Declarations of these General Terms and Conditions.
- (N) **Policy Period** means the period of time set forth in Item 2 of the Declarations of these General Terms and Conditions, subject to any prior termination in accordance with Section XIX Termination of Policy of these General Terms and Conditions.
- (O) **Policy Year** means the period, within the **Policy Period**, from the date and time set forth in Item 2(A) of the Declarations of these General Terms and Conditions to the first **Anniversary Date**, or the period from an **Anniversary Date** to its next succeeding **Anniversary Date**, subject to any prior termination as set forth in Section XIX Termination of Policy of these General Terms and Conditions.
- (P) **Potential Employment Claim** means a complaint or allegation of a **Wrongful Act** in connection with **Discrimination, Harassment, Retaliation, Workplace Tort** or **Wrongful Employment Decision** that does not constitute an **Employment Claim** but which may subsequently give rise to an **Employment Claim** brought by or on behalf of an **Insured Person** that is lodged with the



**Insured Organization's** human resource department or other department that provides a function similar to a human resource department. Solely with respect to this Definition (P), the terms **Wrongful Act, Discrimination, Harassment, Retaliation, Workplace Tort, Wrongful Employment Decision, Employment Claim** and **Insured Person** shall have the meaning ascribed to them in the Employment Practices Liability Coverage Section.

- (Q) **Potential Third Party Claim** means a complaint or allegation of a **Wrongful Act** in connection with **Third Party Discrimination or Sexual Harassment** that does not constitute a **Third Party Claim** but which may subsequently give rise to a **Third Party Claim** brought by or on behalf of a **Third Party** that is lodged with the **Insured Organization's** legal department or an individual responsible to receive such complaints or allegations. Solely with respect to this Definition (Q), the terms **Wrongful Act, Third Party Discrimination or Sexual Harassment, Third Party Claim** or **Third Party** shall have the meaning ascribed to them in the Employment Practices Liability Coverage Section.
- (R) **Related Claims** means all **Claims** for **Wrongful Acts** based upon, arising from, or in consequence of the same or related facts, circumstances, situations, transactions or events or the same or related series of facts, circumstances, situations, transactions or events.
- (S) **Subsidiary** means:
- (1) any entity during any time in which the **Parent Corporation** owns or controls, directly or through one or more **Subsidiaries**, the right to elect or appoint more than fifty percent (50%) of such entity's directors or trustees;
  - (2) any limited liability company during any time in which the **Parent Corporation** owns or controls, directly or through one or more **Subsidiaries**, the right to elect, appoint or designate more than fifty percent (50%) of such entity's managers;
  - (3) any corporation during any time in which the **Parent Corporation** owns, directly or through one or more **Subsidiaries**, exactly fifty percent (50%) of the issued and outstanding voting stock and which, pursuant to a written agreement with the owner(s) of the remaining issued and outstanding voting stock of such corporation, the **Parent Corporation** solely controls the management and operation of such corporation ("Controlled Joint Venture"); and
  - (4) any foundation, charitable trust or political action committee during any time in which such entity or organization is controlled by the **Parent Corporation**.
- (T) **Wrongful Act** shall have the meaning ascribed to that term in each **Liability Coverage Section**.
- 

### III. TERRITORY

Coverage shall extend anywhere in the world.

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### IV. EXTENDED REPORTING PERIOD

- (A) If any **Liability Coverage Section** is either terminated or not renewed for any reason other than nonpayment of premium, any **Insured Organization** or any **Insured Person** shall have the right to purchase an Extended Reporting Period for one of the periods set forth in Item 5(A) of the Declarations of these General Terms and Conditions. This right to purchase an Extended

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**General Terms and Conditions Section**

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Reporting Period shall lapse unless written notice of the desired Extended Reporting Period, together with payment of the additional applicable premium due as set forth in Item 5(B) of the Declarations of these General Terms and Conditions is received by the **Company** within sixty (60) days after the end of the Policy Period.

- (B) If the Extended Reporting Period is purchased, then coverage otherwise afforded by such **Liability Coverage Section** will be extended to apply to **Loss** from **Claims** first made during such Extended Reporting Period but only for **Wrongful Acts** committed or allegedly committed before the end of the **Policy Period** or the date of any conversion of coverage described in Section XI Changes in Exposure of these General Terms and Conditions, whichever is earlier. The entire additional premium for the Extended Reporting Period shall be deemed fully earned at the inception of such Extended Reporting Period. The Limit of Liability for the Extended Reporting Period shall be part of and not in addition to the applicable Limits of Liability for the **Policy Year** immediately preceding the expiration of the **Policy Period**.
- 

**V. LIMIT OF LIABILITY**

- (A) Solely with respect to all **Liability Coverage Sections**:
- (1) If the combined maximum aggregate Limit of Liability for all **Liability Coverage Sections** is purchased, as set forth in Item 3 of the Declarations of these General Terms and Conditions, such amount shall be the combined maximum aggregate liability of the **Company** for all **Loss** from all **Claims** first made during each **Policy Year** under all **Liability Coverage Sections** combined, regardless of the number of **Claims**; provided that, the maximum aggregate liability of the **Company** for all **Loss** from all **Claims** first made during each **Policy Year** under each **Liability Coverage Section** shall not exceed the respective maximum aggregate Limit of Liability as set forth in Item 2 of the Declarations for each applicable **Liability Coverage Section**, regardless of the number of **Claims**. If the maximum aggregate Limit of Liability of any **Liability Coverage Section** as set forth in Item 2 of the Declarations for each applicable **Liability Coverage Section**, is less than the combined maximum aggregate Limit of Liability for all **Liability Coverage Sections** as set forth in Item 3 of the Declarations of these General Terms and Conditions, such lesser limit shall be a sublimit and such amount shall be part of, and not in addition to, the combined maximum aggregate Limit of Liability for all **Liability Coverage Sections** as set forth in Item 3 of the Declarations of these General Terms and Conditions.
  - (2) If the combined maximum aggregate Limit of Liability for all **Liability Coverage Sections** is not purchased, as set forth in Item 3 of the Declarations of these General Terms and Conditions, the maximum aggregate liability of the **Company** for all **Loss** from all **Claims** first made during each **Policy Year** under each **Liability Coverage Section** shall be the respective maximum aggregate Limit of Liability as set forth in Item 2 of the Declarations for each applicable **Liability Coverage Section**, regardless of the number of **Claims**.
  - (3) Except as otherwise expressly provided in any **Liability Coverage Section**, **Defense Costs** are part of and not in addition to the applicable maximum aggregate Limit of Liability as set forth in Item 2 of the Declarations for each applicable **Liability Coverage Section** and payment by the **Company** of **Defense Costs** shall reduce and may exhaust such Limit(s) of Liability.



- (B) Solely with respect to each **Non-Liability Coverage Section**, the **Company's** maximum liability shall be the respective Limit(s) of Liability described in the applicable **Non-Liability Coverage Section**.

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**VI. DEDUCTIBLE AMOUNT**

- (A) Solely with respect to any **Liability Coverage Section**:

- (1) The **Company's** liability with respect to **Loss** arising from each **Claim** covered under one or more **Liability Coverage Sections** shall apply only to that part of **Loss** which is in excess of the applicable Deductible Amount set forth in the Declarations of each applicable Coverage Section. If different parts of a single **Claim** are subject to different Deductible Amounts, the applicable Deductible Amounts will be applied separately to each part of such **Claim**, but the sum of such Deductible Amounts shall not exceed the largest applicable Deductible Amount. Such Deductible Amount shall be borne by the **Insureds** uninsured and at their own risk.
- (2) No Deductible Amount shall apply to **Loss** incurred by any **Insured Person** for which the **Insured Organization** is not permitted by common or statutory law to indemnify, or is permitted or required to indemnify, but is not able to do so by reason of **Financial Impairment**.
- (3) If the **Insured Organization** is permitted or required by common or statutory law to indemnify the **Insured Persons** for any **Loss**, or to advance **Defense Costs** on their behalf, under any **Liability Coverage Section** and fails or refuses to do so other than for reasons of **Financial Impairment**, then the **Insured Organization** shall reimburse and hold harmless the **Company** for the **Company's** payment or advancement of such **Loss** up to the amount of the applicable Deductible Amount.
- (4) In the event that:
  - (a) a final adjudication with prejudice pursuant to a trial, motion to dismiss or a motion for summary judgment of any **Claim**; or
  - (b) a complete and final settlement with prejudice of any **Claim**;

establishes that none of the **Insureds** in such **Claim** are liable for any **Loss**, no Deductible Amount shall apply to **Defense Costs** incurred in connection with any such **Claim**, and the **Company** will reimburse the **Insureds** for any covered **Defense Costs** paid by the **Insureds** within the Deductible Amount otherwise applicable to such **Claim**; provided that this paragraph (4) shall not apply to any (i) **Employment Claim** or **Third Party Claim** which is not a class action, or (ii) **Professional Services Claim** (as such terms are defined in the applicable **Liability Coverage Sections**).

- (B) Solely with respect to any **Non-Liability Coverage Section**:

- (1) The **Company** shall pay loss that exceeds the amount of recoveries made prior to such payment, less the Deductible Amount set forth in the Declarations for the applicable **Non-Liability Coverage Section**.
- (2) If the **Insured** receives payment under another policy or bond, after applying a deductible, for loss also covered hereunder, then the Deductible Amount set forth in the

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**General Terms and Conditions Section**

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Declarations for the applicable **Non-Liability Coverage Section** shall be reduced by the deductible previously applied to such loss.

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**VII. REPORTING**

(A) Solely with respect to any **Liability Coverage Section**:

- (1) Any **Insured** shall, as a condition precedent to exercising their rights under any **Liability Coverage Section**, give to the **Company** written notice as soon as practicable of any **Claim**.
- (2) If during the **Policy Period**, or any applicable **Extended Reporting Period**, an **Insured** becomes aware of a **Potential Employment Claim** or **Potential Third Party Claim** which could give rise to any **Employment Claim** or **Third Party Claim** (as such terms are defined in the **Employment Practices Liability Coverage Section**) or becomes aware of circumstances which could give rise to any **Claim**, other than an **Employment Claim** or a **Third Party Claim** (as such terms are defined in the **Employment Practices Liability Coverage Section**), and gives written notice of such **Potential Employment Claim**, **Potential Third Party Claim** or circumstances to the **Company** as soon as practicable thereafter but before the expiration or cancellation of this **Policy**, then any **Claim** subsequently arising from such **Potential Employment Claim**, **Potential Third Party Claim** or circumstances shall be considered to have been made against the **Insured** during the **Policy Year** in which the **Potential Employment Claim**, **Potential Third Party Claim** or circumstances were first reported to the **Company**.
- (3) All **Insureds** shall, as a condition precedent to exercising their rights under this **Policy**, give to the **Company** such information and cooperation as it may reasonably require, including but not limited to a description of the **Claim**, **Potential Employment Claim**, **Potential Third Party Claim** or circumstances, the nature of the alleged **Wrongful Act**, the nature of the alleged or potential damage, the names of the actual or potential claimants, and the manner in which such **Insured** first became aware of the **Claim**, **Potential Employment Claim**, **Potential Third Party Claim** or circumstances.
- (4) All **Related Claims** will be treated as a single **Claim** made when the earliest of such **Related Claims** was first made, or when the earliest of such **Related Claims** is treated as having been made in accordance with paragraphs (2) and (3) above.

(B) Solely with respect to any **Non-Liability Coverage Section**, reporting of a **Coverage Event** shall be in accordance with the applicable **Proof of Loss and Legal Proceedings Section** of each **Coverage Section**.

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**VIII. NOTICE**

- (A) Any notice to the **Company** with respect to any **Coverage Section** shall designate the **Coverage Section** under which the notice is being given and shall be treated as notice under only the **Coverage Section(s)** so designated.
- (B) All notices to the **Company** under this **Policy** of **Claims**, **Potential Employment Claims**, **Potential Third Party Claims** or circumstances under any **Liability Coverage Section** or of



**ForeFront Portfolio<sup>SM</sup>**  
**General Terms and Conditions Section**

Coverage Events under any **Non-Liability Coverage Section** shall be given in writing addressed to:

**Attn: Claims Department**  
Chubb Group of Insurance Companies  
82 Hopmeadow St.  
Simsbury, CT 06070-7683

(C) All other notices to the **Company** under this Policy shall be given in writing addressed to:

**Attn: Underwriting**  
Chubb Group of Insurance Companies  
82 Hopmeadow St.  
Simsbury, CT 06070-7683

(D) Any such notice shall be effective on the date of receipt by the **Company** at such address.

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**IX. DEFENSE AND SETTLEMENT**

(A) Solely with respect to any **Liability Coverage Section**:

- (1) The **Company** shall have the right and duty to defend any **Claim** covered by this Policy. Coverage shall apply even if any of the allegations are groundless, false or fraudulent. The **Company's** duty to defend any **Claim** shall cease upon exhaustion of the applicable Limit of Liability.
- (2) The **Company** may make any investigation it deems necessary and may, with the consent of the **Insured**, make any settlement of any **Claim** it deems expedient. If any **Insured** withholds consent to any settlement acceptable to the claimant in accordance with the **Company's** recommendation (a "Proposed Settlement"), Section VI Deductible Amount (A)(4) shall not apply and the **Company's** liability for all **Loss**, including **Defense Costs**, from such **Claim** shall not exceed:
  - (a) the amount of the Proposed Settlement plus **Defense Costs** incurred up to the date of the **Insured's** refusal to consent to Proposed Settlement of such **Claim**; plus;
  - (b) seventy percent (70%) of any **Loss**, including **Defense Costs**, in excess of the amount referenced in paragraph (a) above, incurred in connection with such **Claim**; subject in all events to the applicable Deductible Amount and the available Limit of Liability set forth in the applicable Declarations. The remaining thirty percent (30%) of any **Loss**, including **Defense Costs**, in excess of the amount referenced in paragraph (a) above will be borne by the **Insured** uninsured and at its own risk, notwithstanding anything to the contrary contained in Section X Allocation.
- (3) No **Insured** shall settle any **Claim**, incur any **Defense Costs**, or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without the **Company's** written consent, which shall not be unreasonably withheld. The **Company** shall not be liable for any settlement, **Defense Costs**, assumed obligation or admission to which it has not consented.





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- (1) the provisions, conditions and other terms under which the involved credit card was issued were fully complied with; and
  - (2) the **Insured Organization** is legally liable to the issuer of such credit card for such loss.
- (G) No coverage will be available under this Coverage Section if the Loss Discovered option is purchased, as set forth in Item 3 of the Declarations of this Coverage Section, for any loss that the **Insured** is aware of prior to the inception date of this Coverage Section.
- (H) If the Loss Sustained option is purchased, as set forth in Item 3 of the Declarations of this Coverage Section, no coverage will be available under this Coverage Section for:
- (1) loss unless sustained by any **Insured** prior to the termination of this Coverage Section as to such **Insured** and **Discovered** and written notice thereof is given to the **Company** within sixty (60) days following such termination;
  - (2) loss unless sustained prior to the termination of any Insuring Clause or any particular coverage offered under any Insuring Clause and **Discovered** and written notice thereof is given to the **Company** within sixty (60) days following such termination; or
  - (3) loss unless sustained prior to the termination of this Coverage Section in its entirety, and **Discovered** and written notice thereof is given to the **Company**:
    - (a) within sixty (60) days following such termination, if this Coverage Section is not renewed with the **Company**;
    - (b) prior to such termination, if this Coverage Section is renewed with the **Company**; or
    - (c) within one (1) year following such termination, if the termination results from the voluntary liquidation or voluntary dissolution of the **Parent Corporation**.
- (I) If the Loss Discovered option is purchased as set forth in Item 3 of the Declarations of this Coverage Section, no coverage will be available under this Coverage Section for:
- (1) loss unless sustained by any **Insured**, **Discovered** and written notice thereof is given to the **Company** prior to the termination of this Coverage Section as to such **Insured**;
  - (2) loss unless sustained, **Discovered** and written notice thereof is given to the **Company** prior to the termination of any Insuring Clause or any particular coverage offered under any Insuring Clause;
  - (3) loss unless sustained, **Discovered** and written notice thereof is given to the **Company** prior to the termination of this Coverage Section in its entirety; or
  - (4) loss unless sustained prior to the termination of this Coverage Section and **Discovered** and written notice thereof is given to the **Company**, within one (1) year following such termination if the termination results from the voluntary liquidation or voluntary dissolution of the **Parent Corporation**.
-

**IV. OWNERSHIP**

- (A) Solely for the purposes of Insuring Clauses (A) through (H), the **Company's** liability under this Coverage Section will apply only to the **Money, Securities or Property** owned by the **Insured Organization** or for which the **Insured Organization** is legally liable, or held by the **Insured Organization** in any capacity whether or not the **Insured Organization** is liable; provided that:
- (1) the **Company** will not be liable for damage to the **Premises** unless the **Insured Organization** is the owner or is liable for such damage; or
  - (2) with respect to Insuring Clause (A) the **Company's** liability will not apply to **Money, Securities or Property of a Client**.
- (B) Solely for the purposes of Insuring Clause (I), the **Company's** liability under this Coverage Section will apply only to the **Money, Securities** or other **Property of a Client**, which is held by the **Insured Organization** in any capacity or for which the **Insured Organization** is legally liable.
- 

**V. SPONSORED PLAN**

Solely with respect to any **Sponsored Plan**, payment by the **Company** for covered loss to the **Parent Corporation** shall be held by such **Parent Corporation** for the use and benefit of the **Sponsored Plan** sustaining such loss. The Limit of Liability applicable to any **Sponsored Plan** shall equal the lesser of ten percent (10%) of the **Sponsored Plan's** assets as of the beginning of such **Sponsored Plan's** fiscal year or five hundred thousand dollars (\$500,000) ("Amended Limit of Liability"); provided, however, that the following additional conditions shall also apply with respect to such coverage:

- (1) **Loss Involving One Sponsored Plan:**
  - (a) If the applicable Limit of Liability as set forth in Item 2 of the Declarations of this Coverage Section is less than the Amended Limit of Liability, then the applicable Limit of Liability shall be the Amended Limit of Liability; or
  - (b) If the applicable Limit of Liability as set forth in Item 2 of the Declarations of this Coverage Section equals or exceeds the Amended Limit of Liability, then the applicable Limit of Liability shall be the Limit of Liability as set forth in Item 2 of the Declarations of this Coverage Section; or



- (2) Loss Involving More Than One **Sponsored Plan**:
- (a) If the applicable Limit of Liability as set forth in Item 2 of the Declarations of this Coverage Section is less than the Amended Limit of Liability as calculated for each **Sponsored Plan**, then the applicable Limit of Liability for each **Sponsored Plan** shall be the Amended Limit of Liability as calculated for each **Sponsored Plan**; or
  - (b) If the applicable Limit of Liability as set forth in Item 2 of the Declarations of this Coverage Section equals or exceeds the Amended Limit of Liability as calculated for all such **Sponsored Plans**, then the applicable Limit of Liability for all such **Sponsored Plans** combined shall be the Limit of Liability as set forth in Item 2 of the Declarations of this Coverage Section.

For the purposes of **Sponsored Plan** coverage hereunder, the words "sixty (60) days" are deleted from the exclusions applicable to this Coverage Section, wherever they appear, and the words "one (1) year" are substituted in place thereof. Solely with respect to loss sustained by a **Sponsored Plan**, no Deductible Amount shall apply to such loss.

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**VI. LEGAL EXPENSES EXTENSION**

In addition to the Limits of Liability set forth in the Declarations, the **Company** shall be liable for:

- (A) with respect to **Forgery** coverage under Insuring Clause (D), reasonable court costs and attorneys' fees incurred and paid with the **Company's** prior written consent in defending an **Insured Organization** or an **Insured Organization's** bank in any legal proceeding brought against it to enforce payment of a **Financial Instrument**.
- (B) with respect to **Credit Card Fraud** coverage under Insuring Clause (H), reasonable court costs and attorneys' fees incurred and paid with the **Company's** prior written consent in defending an **Insured Organization** in any legal proceeding brought against it to enforce payment of a written instrument, required in connection with any credit card.

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**VII. LIABILITY FOR PRIOR LOSSES**

- (A) If the Loss Sustained option is purchased, as set forth in Item 3 of the Declarations for this Coverage Section:
  - (1) Coverage will be available for loss sustained prior to the inception date of this Coverage Section, or the effective date of coverage for any additional **Insureds**, or the effective date of any coverage added by endorsement, subject to the following:
    - (a) an **Insured** or some predecessor in interest of such **Insured** carried a prior bond or policy which afforded coverage for a loss sustained during the period of such prior bond or policy;
    - (b) such coverage continued without interruption from the time such loss was sustained until the inception date or effective date specified in paragraph (1) above;
    - (c) such loss was first **Discovered** by an **Insured** after the time allowed for discovery under the last such policy; and
    - (d) some or all of the coverage of an Insuring Clause under this Coverage Section would be applicable to such prior loss;

- (2) If such prior bond or policy carried by the **Insured** or predecessor in interest of such **Insured** was issued by the **Company** or its affiliates, such prior bond or policy shall terminate as of the inception of this Coverage Section and such prior bond or policy shall not cover any loss not discovered and noticed to the **Company** prior to the inception of this Coverage Section; and
  - (3) The **Insured** shall neither be entitled to a separate recovery under each policy in force at the time any part of the prior loss was sustained, nor shall the **Insured** be entitled to recover the sum of the limits of liability of any such policies. The **Company's** maximum liability for the prior loss shall not exceed the lesser of either the limit of liability of the policy immediately preceding this Coverage Section under which part of the prior loss was sustained, or the applicable Limit of Liability as set forth in the Declarations of this Coverage Section.
- (B) If the Loss Discovered option is purchased, as set forth in Item 3 of the Declarations of this Coverage Section:
- (1) Coverage will be available for loss sustained at any time and **Discovered** during the **Policy Period**, provided that coverage for loss sustained prior to the effective date of this Coverage Section, or the effective date of coverage for any additional **Insureds**, or the effective date of any coverage added by endorsement, is subject to the following:
    - (a) if an **Insured** or some predecessor in interest of such **Insured** carried a prior bond or policy which afforded coverage for a loss sustained during the period of such prior bond or policy and such prior bond or policy was not issued by the **Company** or its affiliates and such loss was first **Discovered** by an **Insured** prior to the expiration of the time allowed for discovery under the last such policy, then no coverage shall be available under this Coverage Section, unless the total amount of covered loss exceeds the limit of liability of the last such bond or policy carried by the **Insured** or predecessor in interest of such **Insured**, and the **Company's** Limit of Liability for any such loss will be in excess of the limit of liability of the last bond or policy subject to all of the terms and conditions of this Coverage Section; or
    - (b) if an **Insured** or some predecessor in interest of such **Insured** carried a prior bond or policy which afforded coverage for a loss sustained during the period of such prior bond or policy and such prior bond or policy was issued by the **Company** or its affiliates then such prior bond or policy shall terminate as of the inception of this Coverage Section and such prior bond or policy shall not cover any loss not discovered and noticed to the **Company** prior to the inception of this Coverage Section and then the **Company's** Limit of Liability for such loss shall be the applicable Limit of Liability shown on the Declarations of this Coverage Section.

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**VIII. LIMITS OF LIABILITY**

- (A) The **Company's** maximum liability for each loss shall not exceed the Limit of Liability applicable to such loss, as set forth in Item 2 of the Declarations of this Coverage Section, regardless of the number of **Insureds** sustaining the loss.
- (B) If a direct loss is covered under more than one Insuring Clause, the maximum amount payable under this Coverage Section shall not exceed the largest applicable Limit of Liability of any such Insuring Clause.



- (C) All loss resulting from a single act or any number of acts of the same **Employee** or **Third Party**, and all loss whether such act or acts occurred before or during the **Policy Period**, will be treated as a single loss and the applicable Limit of Liability of this Coverage Section will apply, subject to Section VII Liability for Prior Losses.

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**IX. NON-ACCUMULATION OF LIABILITY**

- (A) When there is more than one **Insured**, the maximum liability of the **Company** for loss sustained by one or all **Insureds** shall not exceed the amount for which the **Company** would be liable if all losses were sustained by any one **Insured**.
- (B) Regardless of the number of years this coverage remains in effect and the total premium amounts due or paid, the amount the **Company** shall pay for any loss shall not be cumulative from year to year or from **Policy Period** to **Policy Period**.

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**X. PROOF OF LOSS AND LEGAL PROCEEDINGS**

- (A) Knowledge possessed by any **Insured** or **Discovery** shall be deemed knowledge possessed by or **Discovery** by all **Insureds**.
- (B) It is a condition precedent to coverage hereunder that, upon **Discovery**, the **Parent Corporation** will:
- (1) give written notice to the **Company** at the earliest practicable moment, and in no event later than ninety (90) days after such **Discovery**;
  - (2) furnish a proof of loss with full particulars to the **Company** within six (6) months of such **Discovery**, including:
    - (a) submission to examination under oath at the **Company's** request;
    - (b) production of all pertinent records at such reasonable times and places as the **Company** shall designate; and
  - (3) provide full cooperation with the **Company** in all matters pertaining to a loss or claim.
- (C) The **Parent Corporation** may offer a comparison between an **Insured Organization's** inventory records and actual physical count of its inventory to prove the amount of loss, only where an **Insured Organization** establishes wholly apart from such comparison that it has sustained a covered loss, caused by an identified **Employee**.
- (D) No **Insured** shall institute legal proceedings against the **Company**:
- (1) after two (2) years immediately following any **Discovery**; or
  - (2) to recover a judgment or settlement against it or its bank resulting from **Forgery, Credit Card Fraud** or related legal expenses as set forth in Section VI Legal Expenses Extension, after two (2) years immediately following the date upon which such judgment shall become final or settlement was entered.

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**XI. VALUATION AND FOREIGN CURRENCY**

The **Company** shall pay:

- (A) the least of:
- (1) the actual market value of lost, damaged or destroyed **Securities** at the closing price of such **Securities** on the business day immediately preceding the day on which a loss is **Discovered**;
  - (2) the cost of replacing **Securities**; or
  - (3) the cost to post a *Lost Instrument Bond*;
- Such cost shall be paid by the **Company** on behalf of an **Insured**;
- (B) the cost of blank books, pages or tapes or other blank materials to replace lost or damaged books of account or other records;
- (C) the least of:
- (1) the price paid by an **Insured** for the **Property**; or
  - (2) the cost to repair or replace **Property** with that of similar quality and value at the time the **Parent Organization** complies with Section X Proof of Loss and Legal Proceedings, regarding the furnishing of proof of loss; or
- (D) the United States of America dollar value of foreign currency based on the rate of exchange published in *The Wall Street Journal* on the day loss involving foreign currency is **Discovered**.
- 

**XII. OTHER INSURANCE**

If the **Insured** or any other party in interest in any loss covered by this Coverage Section has any bond, indemnity or insurance which would cover such loss in whole or in part in the absence of this Coverage Section, then this Coverage Section shall be null and void to the extent of the amount recoverable or received under such other bond, indemnity, or insurance; but this Coverage Section shall cover such loss, subject to its exclusions, conditions and other terms, only to the extent of the amount of such loss in excess of the amount recoverable or received under such other bond, indemnity or insurance.



**Liability Insurance**

**Declarations**

*Named Insured and Mailing Address*

DOUBLE DIAMOND DELAWARE INC  
5495 BELLINE RD STE 200  
DALLAS, TX 75254

**Chubb Group of Insurance Companies**  
**15 Mountain View Road**  
**Warren, NJ 07059**

*Policy Number* 3587-48-87 PHL

*Effective Date* JANUARY 31, 2015

*Issued by the stock insurance company indicated below, herein called the company.*

**FEDERAL INSURANCE COMPANY**

*Incorporated under the laws of INDIANA*

*Producer No.* 0051991

*Producer* VENTURE PROGRAMS, INC.  
1301 WRIGHT'S LANE EAST  
WEST CHESTER, PA 19380-0000

**Policy Period**

From: JANUARY 31, 2015 To: JANUARY 31, 2016  
12:01 A.M. standard time at the Named Insured's mailing address shown above.

**Liability Coverage**

**Limit Of Insurance**

**GENERAL LIABILITY**

GENERAL AGGREGATE LIMIT	\$ 2,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 2,000,000
EACH OCCURRENCE LIMIT	\$ 1,000,000
ADVERTISING INJURY AND PERSONAL INJURY AGGREGATE LIMIT	\$ 1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$ 1,000,000

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**Liability Coverage**  
*(continued)*

**Limit Of Insurance**

**LIQUOR LIABILITY**

AGGREGATE LIMIT	\$ 1,000,000	
EACH COMMON CAUSE LIMIT	\$ 1,000,000	
BODILY INJURY AND PROPERTY DAMAGE DEDUCTIBLE - EACH EVENT		\$ 1,000

**EMPLOYEE BENEFITS ERRORS OR OMISSIONS**

AGGREGATE LIMIT	\$ 1,000,000	
EACH CLAIM LIMIT	\$ 1,000,000	
DEDUCTIBLE - EACH CLAIM		\$ 1,000
RETROACTIVE DATE		DECEMBER 31, 2003





National Union Fire Insurance Company of Pittsburgh, PA  
A capital stock company

**PrivateEdge Plus**

POLICY NUMBER: 18330825

REPLACEMENT OF POLICY NUMBER: 016242368

**Management Liability, Professional Liability, Crime Coverage and  
Kidnap And Ransom/Extortion Coverage for Private Companies**

**DECLARATIONS**

**NOTICES**

[THESE NOTICES ARE APPLICABLE TO ALL COVERAGE SECTIONS OTHER THAN THE CRIME COVERAGE SECTION AND KIDNAP AND RANSOM/EXTORTION COVERAGE SECTION]

COVERAGE WITHIN THIS POLICY IS GENERALLY LIMITED TO LOSS FROM CLAIMS FIRST MADE AGAINST INSUREDS DURING THE POLICY PERIOD AND REPORTED TO THE INSURER AS THE POLICY REQUIRES. DEFENSE COSTS REDUCE THE LIMITS OF LIABILITY (AND, THEREFORE, AMOUNTS AVAILABLE TO RESPOND TO SETTLEMENTS AND JUDGMENTS) AND ARE APPLIED AGAINST APPLICABLE RETENTIONS.

THE INSURER DOES NOT ASSUME ANY DUTY TO DEFEND UNLESS SUCH COVERAGE IS EXPRESSLY PROVIDED WITHIN A COVERAGE SECTION. WHERE THE INSURER HAS NO DUTY TO DEFEND, IT WILL ADVANCE DEFENSE COSTS, EXCESS OF THE APPLICABLE RETENTION, PURSUANT TO THE TERMS OF THIS POLICY PRIOR TO THE FINAL DISPOSITION OF A CLAIM. PLEASE REFER TO THE COVERAGE SECTIONS PURCHASED FOR DEFENSE RELATED DETAILS.

PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE HEREUNDER WITH YOUR INSURANCE AGENT OR BROKER TO DETERMINE WHAT IS AND WHAT IS NOT COVERED.

ITEMS			
<b>NAMED ENTITY:</b>	(the "Named Entity")	<i>DOUBLE DIAMOND DELAWARE INC</i>	
	MAILING ADDRESS:	<i>5495 BELT LINE RD STE 200 DALLAS, TX, 75254</i>	
	STATE OF INCORPORATION/FORMATION:	<i>Texas</i>	
<b>POLICY PERIOD:</b>	Inception Date:	<i>September 30, 2015</i>	Expiration Date: <i>September 30, 2016</i> 12:01 A.M. at the address stated in Item 1

ITEMS (continued)

COVERAGE SUMMARY						
Liability Coverage Section		Separate Limit of Liability	Shared Limit of Liability	Retention/Deductible*	Continuity/Retroactive Date	Premium
D&O	D&O Coverage Section	\$3,000,000	Inapplicable	\$35,000	Continuity Date: March 27, 1997	\$74,850
EPL	Employment Practices Coverage Section	\$3,000,000	Inapplicable	\$50,000	Continuity Date: March 27, 1997	\$27,800
FLI	Fiduciary Liability Coverage Section	\$3,000,000	Inapplicable	\$0	Continuity Date: March 27, 1997	\$3,075
MPL	Miscellaneous Professional Liability Coverage Section	Coverage Section Not Purchased	Coverage Section Not Purchased	Coverage Section Not Purchased	Coverage Section Not Purchased	Coverage Section Not Purchased
Professional Services:						
CCP	Employed Lawyers Coverage Section	Coverage Section Not Purchased	Coverage Section Not Purchased	Coverage Section Not Purchased	Coverage Section Not Purchased Coverage Section Not Purchased	Coverage Section Not Purchased
Crime	Crime Coverage Section	See Section 5:	None	See Section 5:	N/A	\$6,383
KRE	Kidnap And Ransom/Extortion Coverage Section	See Section 6:	None	See Section 6:	N/A	Coverage Section Not Purchased
*With respect to the D&O, EPL, FLI and CCP Coverage Sections only, no Retention amount is applicable to Non-Indemnifiable Loss. *No Retention amount is applicable to Costs of Investigation for Company Shareholder Derivative Investigations, Crisis Management Events, Voluntary Compliance Loss and HIPAA Penalties.						N/A
<b>TOTAL PREMIUM \$112,108</b>						

ITEMS (continued)

*Premium for Certified Acts of Terrorism Coverage under Terrorism Risk Insurance Act, as amended (TRIA): Not applicable, coverage rejected by insured. Any coverage provided for losses caused by an act of terrorism as defined by TRIA (TRIA Losses) may be partially reimbursed by the United States under a formula established by TRIA as follows: 85% of TRIA Losses in excess of the insurer deductible mandated by TRIA, the deductible to be based on a percentage of the insurer's direct earned premiums for the year preceding the act of terrorism. A copy of the TRIA disclosure sent with the original quote is attached hereto.*

**CRIME LIMITS OF LIABILITY AND DEDUCTIBLES**

Insuring Agreement	Per Occurrence Limit of Liability	Deductible
Insuring Agreement 1.A.: "Employee Theft" Loss	\$2,500,000	\$25,000
Insuring Agreement 1.B.: "Forgery or Alteration" Loss	\$250,000	\$25,000
Insuring Agreement 1.C.: "Inside the Premises - Theft of Money or Securities" Loss	\$100,000	\$10,000
Insuring Agreement 1.D.: "Inside the Premises - Robbery or Safe Burglary of Other Property" Loss	\$100,000	\$10,000
Insuring Agreement 1.E.: "Outside the Premises" Loss	\$2,500,000	\$25,000
Insuring Agreement 1.F.: "Computer Fraud" Loss	\$2,500,000	\$25,000
Insuring Agreement 1.G.: "Funds Transfer Fraud" Loss	\$2,500,000	\$25,000
Insuring Agreement 1.H.: "Money Orders and Counterfeit Paper Currency" Loss	\$5,000	\$250
Coverage Endorsement "Clients Property" Loss	\$250,000	\$25,000
Coverage Endorsement "Guest Property " Loss	<i>Not Covered</i>	<i>Not Covered</i>

If "Not Covered" is inserted above opposite any specific Insuring Agreement, such Insuring Agreement in the Crime Coverage Section and any other reference thereto in this policy is hereby deleted.

**CANCELLATION OF PRIOR CRIME INSURANCE:** By acceptance of the Crime Coverage Section of this Policy, you give us notice of cancellation for the prior Policy Nos: *Not Applicable*. Such cancellation shall be effective at the time the Crime Coverage Section of this Policy becomes effective.

ITEMS (continued)

**KRE LIMITS OF INSURANCE \ INSURED PERSON(S)**

Loss Component:	Each Loss Component Limit	Annual Aggregate Limit
A. Ransom Monies:	Coverage Section Not Purchased	Coverage Section Not Purchased
B. In-Transit/Delivery:	Coverage Section Not Purchased	Coverage Section Not Purchased
C. Expenses:	Coverage Section Not Purchased	Coverage Section Not Purchased
D. Consultant Expenses:	Coverage Section Not Purchased	Coverage Section Not Purchased
E. Judgments, Settlements and Defence Costs:	Coverage Section Not Purchased	Coverage Section Not Purchased
F. Death or Dismemberment:	Coverage Section Not Purchased	Coverage Section Not Purchased
Each Insured Event Limit:	Coverage Section Not Purchased	
Coverage Section Aggregate:	Coverage Section Not Purchased	
Deductible (Each Loss):	Coverage Section Not Purchased	
Insured Person(s):	Coverage Section Not Purchased	

**OTHER LIMITS OF LIABILITY**

(a) POLICY AGGREGATE LIMIT OF LIABILITY (For all coverages combined other than the Crime and the KRE Coverage Sections):	\$9,000,000
(b) Crisis Management Fund For D&O:	\$25,000
(c) Punitive Damages Sublimit of Liability for D&O and/or EPL Coverage Sections: <input type="checkbox"/> D&O Punitive Damages Sublimit of Liability: <input type="checkbox"/> EPL Punitive Damages Sublimit of Liability: <input type="checkbox"/> Shared Punitive Damages Sublimit of Liability (D&O and EPL):  <input type="checkbox"/> No Punitive Damages Sublimit of Liability for D&O or EPL	Full Limit
(d) Costs of Investigation Coverage Sublimit for D&O:	\$150,000
(e) Voluntary Compliance Loss Sublimit of Liability for FLI:	\$25,000
(f) HIPAA Penalties Sublimit of Liability for FLI:	\$25,000

**DISCOVERY PROVISIONS (Inapplicable to Crime and KRE Coverage Sections)**

(a) Percentage of Full Annual Premium for; 1 Year:	75%
(b) 2 Years:	100%
(c) 3 Years:	125%
(d) 4 Years:	TBD
(e) 5 Years:	TBD
(f) 6 Years:	TBD
(g) Percentage of Full Annual Premium for unlimited duration:	TBD

ITEMS (continued)

**NAME AND ADDRESS OF INSURER**

*National Union Fire Insurance Company of Pittsburgh, PA  
175 WATER STREET, NEW YORK, NY, 10038*

This policy is issued only by the insurance company indicated in this Item 9(a).

**NOTICE OF CLAIMS AND CIRCUMSTANCES SEND TO:**

AIG, Financial Lines Claims  
P.O. Box 25947  
Shawnee Mission, KS, 66225

Reference: *18330825*

Reference: [Coverage Section]

PRODUCER: *AMWINS BROKERAGE OF TEXAS, INC*

PRODUCER LICENSE NO.: On File with Carrier

ADDRESS: *5910 N. CENTRAL EXWY  
STE 500  
DALLAS, TX 75206*



**NORTH AMERICAN  
SPECIALTY INSURANCE COMPANY**  
650 Elm Street, Manchester, NH 03101-2524  
(800) 542-9200  
*A Stock Insurance Company*

**THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. THE EMPLOYER DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PURCHASING THIS POLICY, AND IF THE EMPLOYER IS A NON-SUBSCRIBER, THE EMPLOYER LOSES THOSE BENEFITS WHICH WOULD OTHERWISE ACCRUE UNDER THE WORKERS' COMPENSATION LAWS. THE EMPLOYER MUST COMPLY WITH THE WORKERS' COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND POSTED.**

## SELECT EMPLOYERS INDEMNITY DECLARATIONS

Item 1. NAMED INSURED AND ADDRESS  
DOUBLE DIAMOND MANAGEMENT CORP.

Policy Number: EPG1000013-07

Endorsement Date:

Endorsement # :

Premium: \$ 52,132.00

Total: \$ 61,632.00

5495 BELTLINE ROAD # 200  
DALLAS TX 752540000

The Named Insured is:  Individual  Partnership or Joint Venture  Corporation  
 LLC  Other \_\_\_\_\_

Item 2. POLICY PERIOD: (Mo., Day, Yr.)

From 07/01/15 To 07/01/16

12:01 A.M. Standard time at the address of the Named Insured as stated herein.

**MAXIMUM COVERAGE PERIOD**

Weeks subsequent to each **occurrence** 260

Item 3. SELF-INSURED RETENTION

**Accidental Bodily Injury** Per **occurrence** \$ 25,000  
**Occupational Disease or Cumulative Trauma** Per **employee per occurrence** \$ 25,000

Item 4. COMBINED SINGLE INDEMNITY LIMIT Per **employee** Per **occurrence** \$ 5,000,000  
Per **occurrence** \$ 25,000,000

Item 5. GENERAL POLICY AGGREGATE LIMIT \$ 25,000,000

Item 6. MEDICAL EXPENSE LIMIT Per **employee** Per **occurrence** \$ See Item 4.

Item 7. TOTAL DISABILITY LIMIT  
Maximum weekly indemnity per **employee** \$ 700  
Days **waiting period** per **employee per occurrence** 5  
Maximum weeks total disability duration per **employee per occurrence** 260

Item 8. ACCIDENTAL DEATH OR DISMEMBERMENT LIMIT Per **employee** \$ 150,000

Item 9. EMPLOYERS LIABILITY BODILY INJURY DAMAGES LIMIT

Per employee Per occurrence \$ See Item 4.

Item 10. PAYROLLS, RATES AND PREMIUMS:

Estimated Payroll	Premium Rate	Deposit Premium
11,307,253	.4610	52,132.00

Item 11. FORMS AND ENDORSEMENTS MADE A PART OF THIS POLICY AT INCEPTION:

NAS-SEI-DEC (03/12)	NAS-SEI-POL (12/12)	NAS-SEI-001 (03/08)	SP 3 972 0514
NAS-CIA-DISC-TX (06/08)	NAS-CIA-106 (11/07)	NAS-CIA-DAR (07/10)	NAS-CIA-109 (11/07)
NAS-CIA-110 (11/07)	SP 5 694 1012	TERR-051 (01/15)	TERR-052B (01/15)
NAS-NRM-001 (05/10)			

Item 12. DEPOSIT PREMIUM AND OTHER CHARGES:

Deposit Premium:	\$ 52,132.00
* Policy Fee:	\$ 1,300.00
* Safety and Loss Control Fee	\$ 2,000.00
* TPA Fee	\$ 6,000.00
* ERISA Plan Fee:	\$ 200.00
Total:	\$ 61,632.00

\* Fees are retained by Combined Group Insurance Services, Inc. for services provided.

Combined Group Insurance Services, Inc.  
14785 Preston Road, Suite 350  
Dallas, TX 75254

Issue Date: 07/07/15

# Common Policy Declarations

**Policy Number:** CPP 5492050-02

**Renewal of Number:** CPP 5492050-01

**This Insurance Is Provided By The Company Shown Below:**

Steadfast Insurance Company  
Administrative Offices, Zurich Towers  
1400 American Lane  
Schaumburg IL 60196-1056

**Named Insured and Mailing Address:**

Double Diamond Delaware, Inc.  
5495 Belt Line Road, Suite 200  
Dallas, TX 75254

**Producer:**

CRC  
7557 Rambler Road, Suite 400  
Dallas, TX 75231

**Policy Period: From:** 01/31/2015

**To:** 01/31/2016 **Producer Number:** 18335000

The Policy Period begins and ends on the dates stated above at 12:01 A.M. Standard Time at your mailing address as stated above.

**Business Description:** Hospitality/Resorts

**Form Of Business:**

Corporation  Limited Liability Company  Individual  Partnership  Other \_\_\_\_\_

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

**This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.**

Coverage Part	Premium
Commercial Property	\$450,000
Certified Acts of Terrorism	Excluded

35% Minimum Earned Premium \$157,500

**Total Premium:** \$450,000

Premium shown is payable:  At inception  Per payment form attached  
Audit Period Annual, unless otherwise stated Not Applicable

**Forms and Endorsements Attached to this policy:** See attached Forms and Endorsement Schedule

Date of Issue: 04/23/2015

Countersigned By \_\_\_\_\_  
Authorized Representative



**Double Diamond Companies - Policy #CPP549205002**

From: Miller, Charles <Charles.Miller@crumpins.com>

Date: 4/30/2015 10:20:41 AM

To: 'Heather\_Jones@mhbt.com' <Heather\_Jones@mhbt.com>

Attachments: Attachment.pdf

Attached please find the above mentioned policy along with:

1. Endt. #8 which adds the location Eagle Rock Pine Valley Condo #4
2. Endt. #9 which amends Double Diamond Management Corp. as the Named Insured.

Please review carefully and advise me if any corrections or changes are necessary.

Charles Miller

Phone: 214-265-2327

Charles.Miller@crumpins.com

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **POLICY CHANGES**

Policy Change  
Number 8

POLICY NUMBER:  CPP 5492050-02	POLICY CHANGES EFFECTIVE:  02/13/2015	COMPANY:  Steadfast Insurance Company
NAMED INSURED:  Double Diamond Delaware, Inc.		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED:  Commercial Property		
CHANGES:  In consideration of a \$4,337 additional premium, the following location is added to the policy  <b>Eagle Rock Pine Valley Condo #4</b> <b>TIV: \$976,435</b>  All other terms and conditions apply 04/24/2015 CMB		

\_\_\_\_\_  
Authorized Representative Signature

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## POLICY CHANGES

Policy Change  
Number 9

POLICY NUMBER:  CPP 5492050-02	POLICY CHANGES EFFECTIVE:  01/31/2015	COMPANY:  Steadfast Insurance Company
NAMED INSURED:  Double Diamond Delaware, Inc.		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED  Commercial Property		
CHANGES:  In consideration of no change in premium, the following named insured is amended  <b>Delete Named Insured National Resort Management Corp. and replace with Named Insured Double Diamond Management Corp. Ownership has not changed. FEIN 142738800</b>  All other terms and conditions apply 04/24/2015 CMB		

\_\_\_\_\_  
Authorized Representative Signature



# Commercial Insurance Policy



## Important Notice to Policyholders

In the event you need to contact someone about this policy for any reason, please contact your agent. If you have additional questions, you may contact Zurich North America Commercial at the following address and telephone number:

Customer Inquiry Center  
Zurich North America Commercial  
1400 American Lane  
Schaumburg, IL 60196  
1-800-382-2150

Written correspondence is preferable so that a record of your inquiry may be maintained. When contacting your agent or this company, please have your policy number available.

## Disclosure Statement



It is our pleasure to present the enclosed policy to you  
for presentation to your customer.

**INSTRUCTION TO AGENT OR BROKER:**

WE REQUIRE THAT YOU TRANSMIT THE ATTACHED/ENCLOSED DISCLOSURE STATEMENT TO THE CUSTOMER  
WITH THE POLICY.

Once again, thank you for your interest, and we look forward to meeting your needs and those of your customers.

## Disclosure Statement



### NOTICE OF DISCLOSURE FOR AGENT & BROKER COMPENSATION

If you want to learn more about the compensation Zurich pays agents and brokers visit

<http://www.zurichproducercompensation.com>

or call the following toll-free number: (866) 903-1192.

This Notice is provided on behalf of Zurich American Insurance Company  
and its underwriting subsidiaries.

**Insured Name:** Double Diamond Delaware, Inc  
**Policy Number:** CPP 5492050-02  
**Effective Date:** 01/31/2015

**THIS DISCLOSURE IS ATTACHED TO AND MADE PART OF YOUR POLICY.**  
**DISCLOSURE OF IMPORTANT INFORMATION**  
**RELATING TO TERRORISM RISK INSURANCE ACT**

**SCHEDULE\***

Premium attributable to risk of loss from certified acts of terrorism for lines of insurance subject to TRIA:

**N/A - Rejected**

\*Any information required to complete this Schedule, if not shown above, will be shown in the Declarations

**A. Disclosure of Premium**

In accordance with the federal Terrorism Risk Insurance Act ("TRIA"), as amended, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the risk of loss from terrorist acts certified under that Act for lines subject to TRIA. That portion of premium attributable is shown in the Schedule above. The premium shown in the Schedule above is subject to adjustment upon premium audit, if applicable.

**B. Disclosure of Federal Participation in Payment of Terrorism Losses**

The United States Government may pay a share of insured losses resulting from an act of terrorism. The federal share will decrease by 5% from 85% to 80% over a five year period while the insurer share increases by the same amount during the same period. The schedule below illustrates the decrease in the federal share.

January 1, 2015 – December 31, 2015 federal share: 85%  
January 1, 2016 – December 31, 2016 federal share: 84%  
January 1, 2017 – December 31, 2017 federal share: 83%  
January 1, 2018 – December 31, 2018 federal share: 82%  
January 1, 2019 – December 31, 2019 federal share: 81%  
January 1, 2020 – December 31, 2020 federal share: 80%

**C. Disclosure of \$100 Billion Cap on All Insurer and Federal Obligations**

If aggregate insured losses attributable to terrorist acts certified under TRIA exceed \$100 billion in a calendar year (January 1 through December 31) and an insurer has met its deductible under the program, that insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

**D. Availability**

As required by TRIA, we have made available to you for lines subject to TRIA coverage for losses resulting from acts of terrorism certified under TRIA with terms, amounts and limitations that do not differ materially from those for losses arising from events other than acts of terrorism.

**E. Definition of Act of Terrorism under TRIA**

TRIA defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism.

1. To be an act of terrorism;
2. To be a violent act or an act that is dangerous to human life, property or infrastructure,



3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. To have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed \$5,000,000



ZURICH

# Exclusion of Certified Acts of Terrorism

Insureds Name	Policy Number	Effective Date	Endorsement Number
Double Diamond Delaware, Inc.	CPP 5492050-02	01/31/2015	N/A

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies your insurance:

COMMERCIAL PROPERTY COVERAGE PART  
STANDARD PROPERTY COVERAGE FORM  
SPECIAL PROPERTY COVERAGE FORM

### SCHEDULE\*

The exception relating to certain fire losses applies to property located in the following state(s), if covered by this insurance:

State(s)
California, Georgia, Hawaii, Illinois, Iowa, Maine, Missouri, New Jersey, New York, North Carolina, Oregon,
Rhode Island (except as to commercial special risks), Virgin Islands, Washington, West Virginia, and Wisconsin.

\*Information required to complete the Schedule, if not shown above, will be shown in the Declarations.

#### A. Exclusion of Certified Acts of Terrorism

We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism", including action in hindering or defending against an actual or expected "certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

#### B. Exception Relating to Fire Losses Applicable to Property Located in Certain States

If the "certified act of terrorism" results in fire, we will pay for the direct physical loss or damage to Covered Property caused by that fire. This exception does not apply to any other loss or damage including but not limited to business income, extra expense, any additional coverage and any coverage extension.

#### C. Definition

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. To be an act of terrorism;
2. To be a violent act or an act that is dangerous to human life, property or infrastructure;
3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. To have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed \$5,000,000

**D. Application of Other Exclusions**

The terms and limitations of a terrorism exclusion or any other exclusion, or the inapplicability or omission of a terrorism exclusion or any other exclusion, do not serve to create coverage which would otherwise be excluded, limited or restricted under this policy.

**E. Cap on Losses From Certified Acts of Terrorism**

If aggregate insured losses attributable to one or more "certified acts of terrorism" exceed \$100 billion in a calendar year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

All other terms and conditions of this policy remain unchanged



## NOTIFICATION OF IMPORTANT CHANGES RELATING TO TERRORISM RISK INSURANCE ACT

### To Our Valued Customers:

The Terrorism Risk Insurance Program Reauthorization Act of 2007 ("TRIPRA 2007") had been scheduled to expire on December 31, 2014. Congress enacted a six year extension of TRIA entitled, Terrorism Risk Insurance Program Reauthorization Act of 2015 ("TRIPRA 2015"), which will expire on December 31, 2020. For purposes of simplicity we will simply reference the act as TRIA. There are several important changes to TRIA included within the extension of which you should be aware:

#### **A. Change in Definition of "Act of Terrorism"**

Prior to the enactment of the extension legislation, TRIA had required that an "act of terrorism" meant any act that is certified by the Secretary of the Treasury in concurrence with the Secretary of State. However, this has been changed in that certification by the Secretary of the Treasury shall be in consultation with the Secretary of Homeland Security and the United States Attorney General.

#### **B. Reduction in the Federal Share of Terrorism Losses by Increasing the Insurer Co-Pay from 15% to 20% Over Five Years**

The United States Government may pay a share of insured losses resulting from an act of terrorism. The federal share will decrease by 5% from 85% to 80% over a five year period while the insurer share increases by the same amount during the same period. The schedule below illustrates the decrease in the federal share:

January 1, 2015 – December 31, 2015 federal share: 85%

January 1, 2016 – December 31, 2016 federal share: 84%

January 1, 2017 – December 31, 2017 federal share: 83%

January 1, 2018 – December 31, 2018 federal share: 82%

January 1, 2019 – December 31, 2019 federal share: 81%

January 1, 2020 – December 31, 2020 federal share: 80%

#### **C. The Current Program Trigger for Aggregate Industry Insured Losses Will Increase from \$100 Million to \$200 Million Over Five Years**

The extension of TRIA increases the Program trigger from \$100 million to \$200 million over a five year period. This means that the Program trigger will increase by \$20 million with respect to any such insured losses occurring in calendar year 2016 and continue to increase by \$20 million until calendar year 2020. At the end of this five year period the Program trigger will be \$200 million.

#### **D. Increases in the Recoupment of the Federal Share of Insured Losses**

The extension of TRIA increases the amount used to calculate marketplace aggregate retention from \$27.5 billion to \$37.5 billion in \$2 billion increments beginning in the calendar year 2015 and reaching \$37.5 billion in calendar year 2019. Beginning in calendar year 2020 the TRIA extension revises the mandatory recoupment amount to be the amount equal to the annual average of the sum of insurer deductibles for all insurers participating in the Program for the prior three calendar years, with such amount to be determined annually by the Secretary of the Treasury. Under the TRIA extension, the recoupment of mandatory recoupment amounts has increased from 133% to 140%.

# **SANCTIONS EXCLUSION ENDORSEMENT**

## **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

The following exclusion is added to the policy to which it is attached and supersedes any existing sanctions language in the policy, whether included in an Exclusion Section or otherwise.

### **SANCTIONS EXCLUSION**

Notwithstanding any other terms under this policy, we shall not provide coverage nor will we make any payments or provide any service or benefit to any insured, beneficiary, or third party who may have any rights under this policy to the extent that such cover, payment, service, benefit, or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

The term policy may be comprised of common policy terms and conditions, the declarations, notices, schedule, coverage parts, insuring agreement, application, enrollment form, and endorsements or riders, if any, for each coverage provided. Policy may also be referred to as contract or agreement.

We may be referred to as insurer, underwriter, we, us, and our, or as otherwise defined in the policy, and shall mean the company providing the coverage.

Insured may be referred to as policyholder, named insured, covered person, additional insured or claimant, or as otherwise defined in the policy, and shall mean the party, person or entity having defined rights under the policy.

These definitions may be found in various parts of the policy and any applicable riders or endorsements.

## **ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED**

## Schedule of Forms and Endorsements

Policy Number      CPP 5492050-02      Effective Date: 01/31/2015  
Named Insured    Double Diamond Delaware, Inc.      12.01 A.M., Standard Time  
Agent Name        CRC  
Agent Number     18335000

<u>Form Number</u>	<u>Edition Date</u>	<u>Form Title</u>
U-GU-727-A	08/06	Policy Cover
U-GU-830-A	07/09	Important Notice to Policyholders
U-GU-873-A	06/11	Disclosure Statement – Instruction to Agent or Broker
U-GU-874-A	06/11	Notice of Disclosure for Agent & Broker Compensation
U-GU-630-D	01/15	Disclosure Relating to TRIA
U-GU-681-C	01/15	Exclusion of Certified Acts of Terrorism
U-GU-766-B	01/15	Notification of Changes Relating to TRIA
U-GU-1191-A	03/15	Sanctions Exclusion Endorsement
STF-CL-D-100B	08/06	Common Policy Declarations
STF-GU-199-B	01/09	Service of Suit and In Witness Clause
Policy Form		Broker Manuscript Coverage Form
Endorsement 1	06/11	Mold and Fungus Exclusion
Endorsement 2	06/11	Newly-Acquired Locations Limitation
Endorsement 3	06/11	Occurrence Limit of Liability Endorsement
Endorsement 4	06/11	Occurrence Limit of Liability Endorsement – Delete 2b
Endorsement 5	06/11	Pollution, Contamination, Debris Removal Exclusion
Endorsement 6	06/11	Priority of Payments
Endorsement 7	06/11	Special Catastrophe Earned Premium Provision
U-GU-296-E	11/11	State Form – TX
Claims Reporting		Zurich Property Claims Reporting Guide

# Common Policy Declarations

**Policy Number:** CPP 5492050-02

**Renewal of Number:** CPP 5492050-01

**This Insurance Is Provided By The Company Shown Below:**

Steadfast Insurance Company  
Administrative Offices, Zurich Towers  
1400 American Lane  
Schaumburg IL 60196-1056

**Named Insured and Mailing Address:**

Double Diamond Delaware, Inc.  
5495 Belt Line Road, Suite 200  
Dallas, TX 75254

**Producer:**

CRC  
7557 Rambler Road, Suite 400  
Dallas, TX 75231

**Policy Period: From:** 01/31/2015

**To:** 01/31/2016 **Producer Number:** 18335000

The Policy Period begins and ends on the dates stated above at 12:01 A.M. Standard Time at your mailing address as stated above.

**Business Description: Hospitality/Resorts**

**Form Of Business:**

Corporation  Limited Liability Company  Individual  Partnership  Other \_\_\_\_\_

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

Coverage Part	Premium
Commercial Property	\$450,000
Certified Acts of Terrorism	Excluded

35% Minimum Earned Premium \$157,500

**Total Premium:** \$450,000

Premium shown is payable:  At inception  Per payment form attached

Audit Period: Annual, unless otherwise stated: Not Applicable

**Forms and Endorsements Attached to this policy:** See attached Forms and Endorsement Schedule

Date of Issue: 04/23/2015

Countersigned By \_\_\_\_\_  
Authorized Representative



**Important Notice**  
Service of Suit and In Witness Clause

**Service of Suit**

In the event an action or proceeding arises under the contract, it is agreed that the Company, at your request, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver or limitation of the right to arbitration as set forth herein or to commence an action in any court of competent jurisdiction in the United States to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or any state in the United States. It is further agreed that service of process in such suit may be made upon Illinois Corporation Service Company, 801 Adlai Stevenson Drive, Springfield, IL 62703. In any suit instituted against the Company upon this policy, the Company will abide by the final decision of such court or of any appellate court in the event of an appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance, other officer specified for that purpose in the statute, or his successors in office as its true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the Insured of any beneficiary hereunder arising out of this policy of insurance and hereby designates the above named Illinois Corporation Service Company as the entity to whom the said officer is authorized to mail such process or a true copy thereof.

**In Witness Clause**

In return for the payment of premium, and subject to the terms of this policy, coverage is provided as stated in this policy.

IN WITNESS WHEREOF, this Company has executed and attested these presents and, where required by law, has caused this policy to be countersigned by its duly Authorized Representative(s).

President

Corporate Secretary

**QUESTIONS ABOUT YOUR INSURANCE?** Your agent or broker is best equipped to provide information about your insurance. Should you require additional information or assistance in resolving a complaint, call or write to the following (please have your policy or claim number ready).

Zurich in North America  
Customer Inquiry Center  
1400 American Lane  
Schaumburg, Illinois 60196-1056  
**1-800-382-2150** (Business Hours: 8am - 4pm [CT])  
**Email:** [info.source@zurichna.com](mailto:info.source@zurichna.com)



MASTER PROPERTY POLICY

- 1 NAMED INSURED- This policy does insure Double Diamond Delaware, Inc., and any subsidiary, associated, allied or affiliated company, corporation, firm, organization, partnership, Joint Venture, Limited Liability Company or individual, whether wholly or partially owned or controlled by the Insured, where the Insured maintains an interest, or where the Insured is required to provide insurance, as now exist or are hereafter constituted or acquired, and any other party in interest that is required by contract or other agreement to be named, all hereafter referred to as the "Insured".
2. TERM OF INSURANCE- In consideration of \$450,000 (100%) annual premium (Excluded Terrorism; \$450,000 All Other), this policy attaches and covers for a period of one year from January 31, 2015 to January 31, 2016 beginning amending at 12.01 A.M., standard time, at the location of the property involved. It is agreed that the actual effective time of attachment of this insurance on the above date shall be the same time on the above date as the actual effective time of cancellation or expiration of the policy(ies) replaced or renewed by this policy.
3. PARTICIPATION- This policy covers for a 100 percent interest in this insurance, and this Company shall not be liable for more than 100 percent of the Limits of Liability as specified herein.
4. LIMITS OF LIABILITY - This Company shall not be liable for more than its proportional share of \$2,500,000 for any one occurrence except as respects the following, excess of the policy deductible(s):
  - Sublimits do not increase the policy limit of \$2,500,000
  - a) \$2,500,000 per occurrence and in the annual aggregate in any one policy year as respects losses caused by the peril of flood.
  - b) \$2,500,000 per occurrence and in the annual aggregate in any one policy year as respects losses caused by the peril of earthquake.
  - c) \$1,000,000 per occurrence as respects losses to Golf Courses (inclusive of Tees, Greens, Bunkers and Fairways) and Trees, Shrubs and Plants.
    - i) Not to exceed \$50,000 per hole per item per occurrence as respects Tees, Greens and Fairways.
    - ii) Not to exceed \$5,000 any one item as respects Trees, Shrubs and Plants.
    - iii) Limit inclusive of Debris Removal.
  - d) \$1,000,000 per occurrence as respects losses to Trees, Shrubs and Plants not associated with Golf Courses, not to exceed \$5,000 any one item.
  - e) \$100,000 Per Occurrence and Annual Aggregate as respects Pollutant Clean-up and Removal,
  - f) \$100,000 Per occurrence as respects Ensuing Damage From Mold Clean-up
  - g) \$500,000 per occurrence as respects Soft Costs;
  - h) \$1,000,000 per occurrence as respects Piers & Docks

Equipment Breakdown Sublimits:

\$ 250,000	Water Damage
\$ 250,000	Ammonia Contamination
\$ 250,000	Expediting Expense
\$ 250,000	Hazardous Substance

\$	25,000	Consequential Loss
\$	25,000	Data & Media (PD & BI)
	<b>Included</b>	<b>Errors &amp; Omissions</b>
\$	500,000	Ordinance or law
\$	250,000	Spoilage
\$	1,000,000	Utility Interruption

In the event of loss or **damage** involving more than one coverage(s) or peril(s), the limits of liability of any **underlying insurance** shall first apply to the coverage(s) or peril(s) insured by that policy/ies, and the remainder, if any, to the coverage(s) or peril(s) that are covered hereunder. Upon erosion or exhaustion of the limits of liability of the **underlying insurance**, this policy shall then be liable for the loss uncollected from the coverage(s) or perils(s) under the **underlying insurance**, subject to the Limit of Liability and deductibles specified herein.

- 5 DEDUCTIBLE CLAUSE- All loss, **damage**, or expense arising out of any one occurrence shall be adjusted as one loss and from the amount of such adjusted loss shall be deducted the sum of \$100,000 except as follows:

**Earthquake:**

*Earthquake in the States Classified as Critical Earthquake Zones:* 5% of the Total Insurable Values at each location involved in loss or **damage**, subject to a **minimum** of \$25,000 any one occurrence, as respects Critical Earthquake exposures for locations in the entire State of California, Hawaii, and Alaska as defined herein.

*Earthquake located in New Madrid Zones:* 2% of the Total Insurable Values at each location involved in loss or **damage**, subject to a **minimum** of \$100,000 any one occurrence, as respects Earthquake in New Madrid Zones as defined herein.

*Earthquake located in Pacific Northwest Zones:* 2% of the Total Insurable Values at each location involved in loss or **damage**, subject to a **minimum** of \$100,000 any one occurrence, as respects Earthquake in Pacific Northwest Zones as defined herein.

*Other Earthquake:* With respect to any other Earthquake loss, the deductible shall be subject to a **minimum** \$100,000 any one occurrence

**Flood:**

*Flood in the Zones Classified as Critical Flood Zones:* With respect to locations wholly or partially within Special Flood Hazard Areas (SFHA), areas of 100-year flooding, as defined by the Federal Emergency Management Agency (if these locations are not excluded elsewhere in this policy with respect to the peril of flood), the deductible shall be excess of NFIP Limit available, whether purchased or not, subject to a **minimum** of \$500,000 building, \$500,000 contents, and \$100,000 business Interruption for any one occurrence;

*Flood as a result of a Named Storm in Critical Wind Zones:* With respect to Named Storms (a storm that has been declared by the National Weather Service to be a Hurricane, Typhoon, Tropical Cyclone or Tropical Storm) the deductible shall be 5% of the total values at the time of loss at each location involved in the loss, subject to a **minimum** of \$1,000,000 for any one occurrence.

*With respect to Named Storms (a storm that has been declared by the National Weather Service to be a Hurricane, Typhoon, Tropical Cyclone or Tropical Storm) in areas classified as Critical Wind Zones (defined below) within the States of Alabama, Louisiana, Mississippi, and Texas the deductible shall be 5% of the total values at the time of loss at each location involved in the loss, subject to a minimum of \$100,000 for any one occurrence.*

*With respect to Named Storms (a storm that has been declared by the National Weather Service to be a Hurricane, Typhoon, Tropical Cyclone or Tropical Storm) in areas classified as Critical Wind Zones (defined below) within the States of Georgia, South Carolina, North Carolina, Virginia, and Maryland, the deductible shall be 3% of the total values at the time of loss at each location involved in the loss, subject to a minimum of \$100,000 for any one occurrence.*

*Other Flood:* With respect to any other flood loss, the deductible shall be subject to a minimum of \$100,000 any one occurrence.

**Wind and for Hail:**

*Named Storm/Hurricane in Critical Wind Zones:* With respect to Named Storms (a storm that has been declared by the National Weather Service to be a Hurricane, Typhoon, Tropical Cyclone or Tropical Storm) in the entire State of Florida, the deductible shall be 5% of the total values at the time of loss at each location involved in the loss, subject to a minimum of \$250,000 for any one occurrence.

With respect to Named Storms (a storm that has been declared by the National Weather Service to be a Hurricane, Typhoon, Tropical Cyclone or Tropical Storm) in areas classified as Critical Wind Zones (defined below) within the States of Alabama, Louisiana, Mississippi, and Texas the deductible shall be 5% of the total values at the time of loss at each location involved in the loss, subject to a minimum of \$250,000 for any one occurrence.

With respect to Named Storms (a storm that has been declared by the National Weather Service to be a Hurricane, Typhoon, Tropical Cyclone or Tropical Storm) in areas classified as Critical Wind Zones (defined below) within the States of Georgia, South Carolina, North Carolina, and Virginia, the deductible shall be 3% of the total values at the time of loss at each location involved in the loss, subject to a minimum of \$100,000 for any one occurrence.

*Other Wind and/or Hail:* With respect to any other flood loss, the deductible shall be subject to a minimum \$100,000 any one occurrence.

- a) Whether the claim involves loss at one or more locations, the deductible calculation per unit of insurance shall apply at all units of insurance, against which a claim is made, at all locations, and shall be considered as a single deductible.

If two or more deductibles apply to a single occurrence, the total to be deducted shall not exceed the largest deductible applicable.

- b) The deductible amounts specified above shall not apply to general average contributions and salvage charges.

- c) In the event of loss or **damage** deemed to be a single occurrence recoverable under this policy and/or the Insured's Boiler & Machinery policy, the total deductible amount to be applied to the agreeable loss shall not exceed the largest deductible applicable under either policy. The deductible will be apportioned on a prorata basis for each applicable policy based on the loss that would have been payable under each policy separately without regard to deductible provisions.
- 6 LOSSPAYABLE- Loss, if any, shall be adjusted with and payable to the Insured, or as directed by them.
- 7 TERRITORY- Coverage will apply for locations within the United States, its territories and possessions, including the District of Columbia and commonwealth of Puerto Rico.
- 8 PROPERTY COVERED - Except as hereinafter excluded, this policy covers the interest of the Insured in all real and personal property owned, used, leased or intended for use by the Insured or in which the Insured may have an insurable interest, or for which the Insured may be responsible for the insurance, or real or personal property hereafter constructed, erected, installed, or acquired including while in course of construction, erection, installation, and assembly including Improvements and Betterments. In the event of loss or damage, this Company agrees to accept and consider the Insured as sole and unconditional owner of improvements and betterments, notwithstanding any contract or lease to the contrary.

Newly constructed or acquired property must be reported to the Company within ninety (90) days from the date of acquisition or start of construction and additional premium shall be charged from the date of acquisition or the date of construction. Premium adjustment shall be on a quarterly basis with agreed adjustment rates (Rates to be agreed).

This policy is extended to include:

- a) The interest of the Insured in the real and personal property of others in the Insured's care, custody, or control and the Insured's liability imposed by law or assumed by contract, whether written or oral, for such property, including the cost to defend any allegations of liability for loss or damage to such property.
  - b) At the option of the Insured, personal property of the Insured's officials and employees while on the premises of the Insured.
  - c) Contractors' and/or subcontractors' (of any tier) and/or vendors' interests in property covered to the extent of the Insured's liability imposed by law or assumed by contract, whether written or oral.
9. PROPERTY EXCLUDED -This policy does not cover loss or damage to:
- a) Money and securities;
  - b) Land, land values, except as insured under the "Pollutant Cleanup of Land and Water" clause. This exclusion shall not apply to the cost of reclaiming, restoring or repairing land improvements. Land improvements as described hereunder include, but are not limited to any alteration to the natural condition of the land by grading, landscaping, excavation, earthen dikes or dams, as well as additions to land such as pavements, roadways or similar works;
  - c) Water, except as insured under the "Pollutant Cleanup of Land and Water" clause or water which is normally contained within any type of tank, piping system or other process equipment;

- d) Growing crops, standing timber, and live animals not used for research;
- e) Watercraft while afloat, aircraft, and motor vehicles licensed for highway use when not on the Insured's premises, (this exclusion shall not apply to contractor's equipment, nor to such property which constitutes stock or which is on exhibit or which is being repaired);
- f) Export shipments after loading on board an overseas vessel or watercraft or after ocean marine insurance attaches, whichever occurs first, and import shipments prior to discharge from the overseas vessel or watercraft or until the ocean marine insurance terminates, whichever occurs last,
- g) Underground mines, caverns or any property contained therein;
- h) offshore property, except that structures and their contents extending from land or shore, floating docks permanently moored to dock, river bank or shore are not to be considered as offshore;
- i) Direct Physical damage to T & D lines outside 2,500 ft from insured premises except as coverage is extended for service interruption.

10 PROPERTY VALUATION- The basis of loss adjustment shall be as follows:

- a) Valuable Papers & Records/Electronic Data Processing Media: the cost to repair or replace the property with other of like kind and quality including the cost of labor, service or supplies consumed in reconstructing, reproducing, recreating, transcribing or copying information; or, if not so replaced, the value blank.
- b) Raw materials and supplies: the replacement cost new.
- c) Stock in process: The value of raw materials plus labor expended plus the proper proportion of overhead charges.
- d) Finished stock and other merchandise for sale: The regular cash selling price less all discounts and charges to which such property would have been subject had no loss occurred.
- e) Real and personal property of others for which the Insured is liable A valuation consistent with the liability of the Insured but only to the extent that such money is necessarily expended by the Insured.
- f) Electronic data processing equipment, production machinery & equipment: The cost to repair or replace new with like kind and quality In addition, the Insured may elect to replace such equipment with equipment having technological advances and/or representing an improvement in function and/or forming part of a program of system enhancement and/or more consistent with the Insured's technology strategy (without any reduction or offset for betterment).
- g) Fine arts, at original cost to the Insured, per schedule, latest appraised value or current market value, all at the Insured's option.
- h) Other property not otherwise provided for, at replacement cost new without deduction for depreciation. If the property is not repaired, rebuilt or replaced on the same or another site within 3 years from the date of loss due to circumstances within the Insured's control, the Company shall not be liable for more than the actual cash value of the property damaged or destroyed. Loss settlement on a replacement cost basis shall include Architect and Engineering Fees to the extent incurred as a result of a loss which would be payable under this policy. This policy shall also include reimbursement of the insured for direct and indirect expenses of employees or subsidiaries of the insured when such employees or subsidiaries are involved in the planning, designing, scheduling, construction management, procurement, direction, supervision, monitoring, inspection and acceptance of the

repair or replacement of damaged property insured under the policy Replacement Cost shall be subject to the following provisions:

- i) The repairs, replacement or reinstatement must be executed with due diligence and dispatch.
- ii) This Company's liability for loss or damage on a replacement cost basis shall not exceed the lesser of the replacement cost new of the property or any part thereof identical with such property intended for the same occupancy and use, including normal and customary profit and overhead even if the work is performed by the Insured; or the amount actually and necessarily expended in repairing or replacing said property or any part thereof including normal and customary profit and overhead even if the work is performed by the Insured.
- iii) Loss settlement may be elected on the lesser of repair or replacement cost basis if the proceeds of such loss settlement are expended on other capital expenditures related to the Insured's operations within two years from the date of loss. As a condition of collecting under this item, such expenditure must be planned as of the date of the loss and be made at an Insured Location under the Policy

11. BUSINESS INTERRUPTION- This policy shall cover the loss resulting from complete or partial interruption of business conducted by the Insured including all interdependent loss of earnings between or among companies owned or operated by the Insured caused by physical loss, damage, or destruction by any of the perils covered herein during the term of this policy to real and personal property as covered herein.

a) In the event of such loss, damage or destruction this Company shall be liable for the ACTUAL LOSS SUSTAINED by the insured resulting directly from such interruption of business, but not exceeding the reduction in gross earnings less charges and expenses which do not necessarily continue during the interruption of business. Due consideration shall be given to the continuation of normal charges and expenses including ordinary payroll expense, to the extent necessary to resume operations of the Insured with the same quality of service which existed immediately before the loss For the purposes of this insurance, "Gross Earnings" are defined as the sum of

- i) Net sales value of production from manufacturing operations, and net sales from Merchandising or Non-Manufacturing operations; and
- ii) Other earnings derived from operations of the business;

LESS THE COST OF:

- iii) Raw Stock from which such production is derived;
- iv) Supplies consisting of materials consumed directly in the conversion of such raw stock into finished stock or in supplying the services(s) sold by the Insured;
- v) Merchandise sold, including packaging materials therefor, and
- vi) Service(s) purchased from outsiders (not employees of the Insured) for resale which do not continue under contract.

No other costs shall be deducted in determining Gross Earnings.

- b) In the event of loss, **damage**, or **destruction** to **property** as covered herein caused by any of the perils covered herein which results in an **interruption** of **research and development** activities which in themselves would not have **produced income** during the period of **restoration**, this policy shall cover the actual loss sustained of the **continuing** fixed charges and expenses, **including** ordinary payroll, directly **attributable** to such research and **development** activities.
  - c) **Resumption of Operations:** It is a condition of this insurance that if the Insured could reduce the loss resulting from the **interruption** of business:
    - i) by a complete or partial **resumption** of **operation** at a location owned by the same entity suffering the loss, **whether damaged** or not, or
    - ii) by making use of available stock or merchandise;

such reduction shall be taken into account in arriving at the amount of loss hereunder.
  - d) **EXPERIENCE OF THE BUSINESS-** In determining the amount of gross earnings, charges, and expenses covered hereunder for the purposes of ascertaining the amount of loss sustained, due consideration shall be given to the experience of the business before the date of **damage** or **destruction** and to the **probable** experience thereafter had no loss occurred. With respect to alterations, additions, and property while in the course of **construction**, erection, **installation**, or **assembly**, due consideration shall be given to the available experience of the business after completion of the **construction**, erection, **installation**, or **assembly**.
  - e) As respects coverage provided under the Gross Earnings clause of this policy, the insurer shall not be liable for any loss resulting from loss or **damage** to finished stock nor for the time required to reproduce said finished stock.
- 12 **Extra Expense** - This policy shall cover the necessary extra expense, as hereinafter defined, incurred by the Insured caused by loss, **damage**, or **destruction** by any of the perils covered herein during the term of this policy to real and personal property as covered herein.
- a) The term "Extra Expense" wherever used in this Policy, is defined as the excess (if any) of the total cost(s) incurred during the period of **restoration**, chargeable to the operation of the Insured's business, over and above the total cost(s) that would have normally have been incurred to conduct the business during the same period had no loss or **damage** occurred.
  - b) In the event of loss, **damage**, or **destruction** to **property** as covered herein caused by any of the perils covered herein which results in an **interruption** of **research and development** activities, this policy shall cover the actual loss sustained of the extra expenses as defined herein directly **attributable** to the **interruption** of such **research and development** activities.
  - c) As soon as **practicable** the Insured shall resume normal operations of the business and shall dispense with such extra expense.

- d) This policy covers the amount paid by the insured, in excess of the amount that the insured would normally have paid, for State and Federal Unemployment Fund charges during the period of restoration and extended period of indemnity resulting from loss or damage to property as covered hereunder caused by any of the perils covered herein.
  - e) This policy shall cover reasonable extra expenses the insured incurs to secure other comparable accommodations for their customers and reasonable extra expense the insured incurs to:
    - i. Provide transportation or reimburse such reasonable expenses for their customers between the described premises and the location where comparable accommodations are secured; or
    - ii. Reimbursement for guest relocation includes costs of rooms for the displaced guests at a substitute hotel, whether owned or managed by the insured or any subsidiary thereof, in accordance with industry practice, hotel policy, or Franchisor agreements (known as walking a guest).
13. This policy is extended to cover expenses as are necessarily incurred for the purpose of reducing any loss under this policy; however, such expenses may not exceed the amount by which the loss under this policy is thereby reduced.
14. SOFT COSTS- This policy shall cover soft costs, as hereinafter defined, incurred by the Insured caused by loss, damage, or destruction by any of the perils covered herein during the term of this policy to property under construction as covered herein.
- a) The term "Soft Costs" shall include:
    - i) Additional interest costs on money used to finance construction or repair;
    - ii) Additional real estate and property taxes incurred for the period of time that construction extends beyond the projected completion date;
    - iii) Additional legal, and accounting fees, and
    - iv) Additional advertising and promotional expenses which become necessary as a result of an insured loss.
  - b) This company shall pay soft costs incurred from the date that the building, structure or improvement would have been completed had no physical damage occurred until such time that it is completed. As soon as practicable after any loss, the Insured shall utilize every available means to reduce the amount of loss including:
    - i) partial or complete resumption of construction, business or operations;
    - ii) making use of materials, equipment, supplies, or other property at the Insured's premises or elsewhere; or
    - iii) making use of substitute facilities or services where practical provided such properties or facilities are owned by the same financial entity suffering the damage and loss;

such reduction will be taken into account in arriving at the amount of such loss.



15. **Rental Value/Rental Income-** This policy shall cover the actual loss sustained by the Insured resulting directly from the complete or partial **untenability** caused by loss, damage, or destruction by any of the perils covered herein **during** the term of this policy to real or **personal property** as covered herein. Loss **settlement** shall not exceed the **reduction in rental value less charges and expenses** which do not necessarily **continue during** the period of **untenability**.
- a) If the Insured is the lessor, for the purposes of this insurance, "rental value" is defined as the sum of
    - i) the total **anticipated gross rental income** whether rented or not from tenant occupancy of the **described property as furnished and equipped by the insured, and**
    - ii) the **amount** of all charges which are the legal obligation of the tenant(s) and which would **otherwise be obligations of the Insured, and**
    - iii) the **fair rental value** of any portion of said **property** which is occupied by the **Insured**.
  - b) If the Insured is the lessee, rental value shall be the **determined rental** which the Insured is obligated to pay (**including ground rents, accrued charges, real estate taxes and interest if the Insured shall be liable therefor**) less such charges and expenses as do not necessarily **continue**.
  - c) **Experience of the Business-** In **determining the amount** of rental value covered hereunder for the **purpose of ascertaining the amount of loss sustained, due consideration** shall be given to the rental **experience** before the date of damage or destruction and to the probable **experience thereafter** had no loss occurred. With respect to **alterations, additions, and property** while in the course of **construction, erection, installation, or assembly**, due consideration shall be given to the **available rental experience** of the business after **completion of the construction, erection, installation or assembly**.
  - d) With respect to **buildings or structures** leased or rented by the Insured, this policy will serve as rental income insurance in those situations where the insured is required under a lease or rental **agreement to maintain** such insurance on behalf of any **landlord**. This policy will respond for rental expenses incurred by the Insured in excess of the expenses which would have been incurred had a leased or rented **premises not been damaged or destroyed** by any peril covered under this policy. Such coverage will apply for all **additional expenses incurred during** the period of **untenability** or if the lease cannot be **terminated until its expiration**.
16. **Royalties-** This policy shall cover the loss of income to the Insured under royalty, **licensing fees, or commission agreements between the Insured and another party** which is not realizable due to loss, **damage or destruction** by any of the perils covered herein **during the term of this policy to property of the other party**.
- a) Any loss hereunder shall be **adjusted on the basis of the ACTUAL LOSS SUSTAINED** to such income referred to above, which would have been earned had no loss occurred.

- b) **Resumption of Operations:** The Insured shall influence, to the extent possible, the party with whom the agreement described above has been made to use any other machinery, supplies or locations in order to resume business so as to reduce the amount of loss hereunder and the Insured shall cooperate with that party in every way to effect this, but not financially, unless such expenditures shall be authorized by this Company.
- c) **Experience of the Business** In determining the amount of income derived from the agreements(s) described above for the purposes of ascertaining the amount of loss sustained, due consideration shall be given to the amount of income derived from such agreement(s) before the date of damage or destruction and to the probable amount of income thereafter had no loss occurred.

17. **Leasehold Interest-** This policy covers the pro rata proportion from the date of loss to expiration date of the lease (to be paid without discount) on the Insured's interest in:

- a) the amount of bonus paid by the Insured for the acquisition of the lease not recoverable under the terms of the lease for the unexpired term of the lease;
- b) improvements and betterments to real property during the unexpired term of the lease which is not covered under any other section of this policy;
- c) the amount of advance rental paid by the Insured and not recoverable under the terms of the lease for the unexpired term of the lease,

when property is rendered wholly or partially untenable by any of the perils covered herein during the term of this policy and the lease is canceled by the lessor in accordance with the conditions of the lease or by statutory requirements of the state in which the damaged or destroyed property is located, and "Interest of the Insured as Lessee or Lessor" when property is rendered wholly or partially untenable by any of the perils covered herein during the term of this policy and the lease is canceled by the lessor in accordance with the conditions of the lease or by statutory requirements of the state in which the damaged or destroyed property is located. The "Interest of the Insured as Lessee or Lessor" as referred to herein shall be paid for the first three months succeeding the date of the loss and the "Net Lease Interest" shall be paid for the remaining months of the unexpired lease.

- d) The "Interest of the Insured as Lessee" is defined as
  - i) the excess of the rental value of similar premises over the actual rental payable by the lessee (including any maintenance or operating charges paid by the lessee) during the unexpired term of the lease.
  - ii) the rental income earned by the Insured from sublease agreements, to the extent not covered under any other section of this policy, over and above the rental expenses specified in the lease between the Insured and the lessor.
- e) The "Interest of the Insured as Lessor" is defined as the difference between the rents payable to the lessor under the terms of the lease in effect at the time of loss and the actual rent collectible by the lessor during the unexpired term of the lease provided the lease is cancelled by the lessee, to the extent not covered under any other section of this policy

- f) "Net Lease Interest" is defined as that sum, which placed at 6% interest compounded annually will be equivalent to the "Interest of the Insured as Lessee"
- g) This Company shall not be liable for any increase of loss which may be occasioned by the suspension, lapse or cancellation of any license or by the Insured exercising an option to cancel the lease.
- 18 Loss Provisions **Applicable to Time Element Coverage (including but not limited to business interruption, extra expense, contingent business interruption, contingent extra expense, soft costs, rental value/income, leasehold interest, royalties, etc.)-** The "Period of Restoration" is defined as the length of time for which loss may be claimed, and shall commence with the date of such loss or **damage** and shall not be limited by the date of expiration of this policy, subject to the following provisions:
- a) The Period of Restoration shall not exceed such length of time required with the exercise of due diligence and **dispatch** to rebuild, repair, or replace lost, **damaged or destroyed property** and to make such **property** ready for operations under the same or equivalent physical and operating conditions that existed prior to the loss, including such time as may be required to restore or recreate physically lost, **damaged or destroyed valuable papers and records or media and data.**
- b) With respect to alterations, additions, and **property** while in the course of construction, erection, installation, or assembly the Period of Restoration shall be determined as provided above but such determined length of time shall be applied and the loss hereunder calculated from the date that business operations would have begun had no **damage or destruction** occurred.
- c) The Period of Restoration shall include such additional length of time to restore the Insured's business to the condition that would have existed had no loss occurred, commencing with the later of the following **dates**:
- i) the date on which the liability of the Company for loss or **damage** would otherwise terminate; or
- ii) the date on which repair, replacement, or rebuilding of such part of the property as has been **damaged** is actually completed;
- terminating no more than 365 days from said later commencement date.
- 19 Extensions of Time Element Coverage This policy, subject to all its provisions and without increasing the amount of said policy, insures against loss resulting from **damage** to or **destruction** by the perils insured against, to:
- a) Any service provider's **property including**, but not limited to, electrical equipment and systems, water, gas, steam, telephone or their respective transmission and distribution lines or utility plants which directly or indirectly provide incoming or outgoing services to the Insured situated on or within 1 mile of the Insured premises This also includes but is not limited to **property, facilities or piping systems** which prevent the Insured from discharging its' outgoing effluence. This coverage is extended to include loss or **damage** and loss of usable service due to or resulting from any accidental occurrence to **property** referenced in this clause.

- b) property that directly or indirectly prevents a supplier (of any tier) of goods and/or services to the Insured from rendering their goods and/or services, or property that prevents a receiver (of any tier) of goods and/or services from receiving the Insured's goods and/or services, such supplier or receiver shall not be an Insured under this policy. Coverage includes loss or damage to real and personal property located at Attraction properties, defined as properties not operated by the Insured, which attract potential customers to the vicinity of the Insured locations.
  - c) dams, reservoirs, or equipment connected therewith when water, used as a raw material or used for power or for other manufacturing purposes, stored behind such dams or reservoirs is released from storage and causes an interruption of business as a result of lack of water supply from such sources.
  - d) the actual loss sustained for a period not to exceed sixty (60) consecutive days when, as a result of a peril insured against, access to real or personal property is impaired or hindered by order of civil or military authority irrespective of whether the property of the Insured shall have been damaged. The loss or damage must occur within a five (5) mile radius of the Insured location.
  - e) the actual loss sustained for a period not to exceed sixty (60) consecutive days when, as a result of a peril insured against, ingress to or egress from real or personal property is thereby impaired or hindered irrespective of whether the property of the Insured shall have been damaged. The loss or damage must occur within a five (5) mile radius of the Insured location.
20. **Transit-** This policy shall cover property in transit, and this policy attaches and covers shipments within and between the territorial limits of this policy, including the coastal and inland waters thereof, by any means of conveyance, from the time the property is moved for purpose of loading and continuously thereafter while awaiting and during loading and unloading and in temporary storage, including temporary storage on any conveyance intended for use for any outbound or used for inbound shipment, including during deviation and delay, until safely delivered and accepted at place of final destination. This insurance is extended to cover loss or damage to property:
- a) sold and shipped by the Insured under terms of F O B. point of origin or other terms usually regarded as terminating the shipper's responsibility short of points of delivery;
  - b) arising out of any unauthorized person(s) representing themselves to be the proper party(ies) to receive goods for shipment or to accept goods for delivery;
  - c) occasioned by the acceptance by the Insured, by its agents, or by its customers of fraudulent bills of lading, shipping and delivery orders, or similar documents;
  - d) at the Insured's option, property which is incoming to the Insured.

The Insured may waive right(s) of recovery against private, contract, and common carriers and accept bills of lading or receipts from carriers, bailees, warehousemen, processors limiting or releasing their liability, but this transit insurance shall not inure to the benefit of any carrier, bailee, warehouseman, or processor. With respect to shipments described under subparagraphs a and d above, this Company agrees to waive its rights of subrogation against shippers and consignees at the option of the Insured.

- e) The Insured is not to be prejudiced by any agreements exempting lighter men from liability.
- f) Seaworthiness of any vessel or watercraft, and airworthiness of any aircraft are admitted between this Company and the Insured.

21 Accounts Receivable- Defined as.

- a) All sums due the Insured from customers, provided the Insured is unable to effect collection thereof as the direct result of loss of or damage to records of accounts receivable,
- b) Interest charges on any loan to offset impaired collections pending repayment of such sums made uncollectible by such loss or damage;
- c) Collection expense in excess of normal collection cost and made necessary because of such loss or damage;
- d) Other expenses, when reasonably incurred by the Insured in reestablishing records of accounts receivable following such loss or damage.

For the purpose of this insurance, credit card company charge media shall be deemed to represent sums due the Insured from customers, until such charge media is delivered to the credit card company.

When there is proof that a loss of records of accounts receivable has occurred but the Insured cannot more accurately establish the total amount of accounts receivable outstanding as of the date of such loss, such amount shall be computed as follows

- e) the monthly average of accounts receivable during the last available twelve months shall be adjusted in accordance with the percentage increase or decrease in the twelve months average of monthly gross revenues which may have occurred in the interim.
- f) the monthly amount of accounts receivable thus established shall be further adjusted in accordance with any demonstrable variance from the average for the particular month in which the loss occurred, due consideration also being given to the normal fluctuations in the amount of accounts receivable within the fiscal month involved.

There shall be deducted from the total amount of accounts receivable, however established, the amount of such accounts evidenced by records not lost or damaged, or otherwise established or collected by the Insured, and an amount to allow for probable bad debts which would normally have been uncollectible by the Insured.

22. BOILER & MACHINERY - This policy insures direct or indirect loss as covered elsewhere in this policy to insured property as a result of an Accident to an Object subject to the following definitions:

- a) "Object" means any boiler, fired or unfired pressure vessel, refrigerating, heating or air-conditioning system, piping and its accessory equipment, and any mechanical or electrical machine or apparatus used for the generation, transmission or utilization of mechanical or electrical power.
- b) "Accident" means an accidental loss or mechanical breakdown to an Object or a part thereof which manifests itself in physical damage that necessitates repair or replacement of the Object or part thereof.

- c) -"Hazardous Substance" means the additional expense incurred for clean up, repair or replacement, or disposal of damaged, contaminated or polluted property as a result of an "Accident" which causes property to become damaged, contaminated or polluted by a substance declared hazardous to health by an authorized governmental agency. "Additional Expenses" means expenses incurred that would not have been incurred, had no substance hazardous to health been involved in the accident.
  - d) SUSPENSION- Upon the discovery of a dangerous condition with respect to an "object", any representative of the Company may immediately suspend the insurance with respect to an "accident" to said object by written notice mailed or delivered to the Insured's location, to the Insured's Risk Management department and to MHB, Inc. 8144 Walnut Hill Lane, 16<sup>th</sup> Floor Dallas, TX 75231.
- 23 DIFFERENCE IN CONDITIONS/DIFFERENCE OF CONDITIONS ("DIC/DOC")- This policy shall apply on a Difference in Conditions/Difference of Conditions basis when State Wind Pool or Federal Flood coverage limits are purchased by the Insured. This policy shall respond to wind and/or flood losses by covering the difference between the maximum coverage and/or limits available under the government wind and/or flood policies and the coverage and/or limits provided hereunder subject to the deductibles stated in this policy.
- Subject to all other terms and conditions set forth herein, coverage under this policy is to apply only when coverage and/or definitions and/or conditions set forth herein are broader in meaning or scope than those of specific underlying or primary policies. The insurance provided by this policy will apply as contributing or excess insurance as respects loss arising from loss or damage insured under such other policies. In the absence of any other valid and collectible insurance, this policy shall become primary, subject to the terms and conditions of this policy
- 24 PERILS INSURED AGAINST - This policy insures against all risks of direct physical loss of or damage to property described herein including general average, salvage, and all other charges on shipments covered hereunder, except as hereinafter excluded.
25. PERILS EXCLUDED- This policy does not insure:
- a) infidelity or dishonesty of the Insured or of the Insured's employees. A willful act of malicious intent shall not be deemed to be an act of infidelity. This exclusion shall not apply to loss or damage resulting from the Insured voluntarily parting with title or possession of any property if induced to do so by any fraudulent trick, scheme, device or false pretense;
  - b) against the cost of making good defective design or specifications, faulty material, or faulty workmanship; however, this exclusion shall not apply to loss or damage resulting from such defective design or specifications, faulty material, or faulty workmanship;
  - c) against ordinary wear and tear or gradual deterioration unless other loss or damage from a peril insured against herein ensues and then this policy shall cover for ensuing loss or damage. However, if an accident to an object ensues then this policy shall also cover the normal actual wear and tear or gradual deterioration to the damaged object;

- d) against inherent vice or latent defect unless other loss or **damage** from a peril insured against herein ensues and then this policy shall cover for **ensuing loss or damage**;
- e) against errors in **processing** or **manufacture** of the **Insured's** product unless loss or **damage** from a peril insured herein ensues and then this policy shall cover for such **ensuing loss or damage**;
- f) goods missing at **stock-taking** in respect of which no claim has been **previously reported** unless the loss can be proved by the Insured to be due to a peril not **otherwise excluded** by this insurance;
- g) against nuclear reaction, nuclear **radiation**, or **radioactive contamination**, all whether controlled or **uncontrolled**, and whether such loss be direct or indirect, **proximate**, or remote, or be in whole or in part caused by, **contributed to**, or **aggravated by the** peril(s) insured against in this policy; except if a covered peril ensues, liability is specifically assumed for direct loss by such **ensuing** peril but not **including any loss due to nuclear reaction, nuclear radiation, or radioactive contamination**. This **Company** shall be liable for loss or **damage** caused by **sudden and accidental radioactive contamination including resultant radiation damage** for each occurrence from material used or stored or from processes conducted on **insured premises** provided at the time of loss there is neither a nuclear reactor capable of sustaining nuclear fission in a **self-supporting** chain reaction nor any new or used nuclear fuel on the **insured premises**;
- h) loss or damage caused directly or **indirectly** by the release, **discharge, dispersal, seepage, migration**, or escape of **pollutants or contaminants** unless the release, **discharge, dispersal, seepage, migration**, or escape is caused by a peril not **otherwise excluded** herein. However, if a peril not **otherwise excluded** herein ensues due to the release, **discharge, dispersal, seepage, migration**, or escape of **pollutants or contaminants**, such **ensuing loss or damage** shall be covered.
- i) against loss or **damage** to Golf Courses and Plants, Trees or **Shrubs** caused by Frost or **Freezing**.
- j) Animal, insect or vermin damage, **inherent vice** or latent defect, **shrinkage** or change in color, flavor, texture or finish, extremes or changes of **temperature damage** or changes in relative **humidity damage**, all whether **atmospheric** or not; all unless **physical damage** not **otherwise excluded** by this Policy ensues, in which event, **this** Policy shall cover only such **ensuing damage**.
- k) Excluding **Earthquake** in the State of California.

Exclusions b), g) and h) do not apply to **property in transit**.

Exclusions a), b), f), g), and h) do not apply to **accidental occurrence** referenced in clauses 19 (a) and 48

26 DEFINITIONS

- a) The term "Earthquake" as used in this policy shall mean loss or **damage** caused by or **resulting** from a series of vibrations induced in the earth's crust by the abrupt rupture and rebound of rocks in which elastic strain has been slowly accumulating (but shall not apply to damage caused by an ensuing peril.
- b) The term "Flood" as used in this policy shall mean loss or **damage** caused by or **resulting** from waves, tide, or tidal water, and the rising (including the overflowing or breakage of boundaries) of lakes, ponds, reservoirs, rivers, harbors, streams, and similar bodies of water, whether wind driven or not (but shall not apply to damage caused by an ensuing peril.
- c) The term "occurrence" is defined as follows:
  - i) Except as hereinafter defined, "loss occurrence" shall mean an accident or occurrence or series of accidents or occurrences arising out of one event.
  - ii) Each loss occurrence which involves the perils of tornado, windstorm, cyclone, hurricane or hail shall include all loss or **damage** wherever occurring occasioned by these perils which arise out of one atmospheric disturbance during a continuous period of 72 hours.
  - iii) Each loss occurrence which involves the peril of earthquake, a series of earthquakes shall include all losses or **damage** sustained during a continuous period of 72 hours.
  - iv) Each loss occurrence which involves the perils of theft, vandalism, malicious mischief or riot/civil commotion shall include the sum total of all losses of **property and/or interests insured herein** resulting from one or more **fraudulent or dishonest acts committed** by a person(s) acting alone or in collusion with others.
  - v) The Insured shall have the right to elect the moment from which the time periods referred to in ii), iii), and iv) above shall be deemed to have **commenced, however** no elected period of time shall commence within any **previous occurrence**.
  - vi) Should the time period in ii), iii), and iv) above extend beyond **expiration or cancellation date** of this policy and commence prior to the **expiration or cancellation date**, this Company shall be liable as is such period fell entirely within the term of this policy.
- d) "Raw Stock" - Materials and **supplies** in the state in which the Insured receives it for **conversion** by the Insured into Finished Stock, **including supplies consumed** in such conversion or in the service rendered by the Insured.
- e) "Stock in Process"- Raw stock which has **undergone** any aging, seasoning, mechanical or other process of **manufacture** by on behalf of the Insured but which has not become Finished Stock.
- f) "Finished Stock" - Stock which in the ordinary course of the Insured's business is ready for packing, shipment or sale



- g) "Merchandise" - Goods kept for sale by the Insured which are not the product of manufacturing operations conducted by the Insured.
  - h) "Normal"- The condition that would have existed had no loss occurred.
  - i) "Improvements and Betterments" - Fixtures, alterations, installations or additions comprising a part of the described building and made or acquired at the expense of the Insured, but which are not legally subject to removal by the Insured.
  - j) "Valuable papers and records"- Written, printed, or otherwise inscribed documents and records, including but not limited to books, maps, films, drawings, abstracts, deeds, mortgages, micro-inscribed documents and manuscripts.
  - k) "Electronic Data Processing Media"- All forms of data, converted data, electronically converted data and/or programs and/or applications and/or instructions and/or media vehicles.
  - l) "Securities" shall mean all negotiable and nonnegotiable instruments or contracts representing either money or other property, and includes revenue and other stamps in current use, tokens, and tickets
  - m) "Fine Arts" -Shall include but not be limited to bona fide works of art, works of rarity, works of historical value, works of artistic merit, photographs (positives and negatives), lithographs, illustrations, galley proofs, original records, sculptures, carvings and similar property.
  - n) "Architect and Engineering Fees" - Any cost associated with the preparation of plans, supervision of and approval for the repair or replacement of damaged or destroyed property.
  - o) "Tier One Counties" - as per Endorsement A attached hereto.
  - p) "Named Windstorm"- A storm that has been declared by the National Weather Service to be a Hurricane, Typhoon, Tropical Cyclone or Tropical Storm.
27. FIRE BRIGADE CHARGES AND EXTINGUISHING EXPENSES- This policy covers fire brigade charges and other extinguishing expenses for which the Insured may be assessed including loss of fire extinguishing materials expended resulting from a peril insured.
28. DECONTAMINATION EXPENSE-If at the time insured property is contaminated as a direct result of physical damage insured against by this policy there is in force any law or ordinance regulating contamination, including but not limited to pollution, then this policy shall cover, as a result of the enforcement of such law or ordinance, the increased cost of decontamination and debris removal of such property in a manner to satisfy such law or ordinance. As respects Time Element coverage(s), this policy is extended to include such time as is necessary and reasonable with the exercise of due diligence and dispatch to decontaminate such property in a manner to satisfy such law or ordinance.
29. DEBRIS REMOVAL- This policy covers the cost of removal of debris of property covered hereunder including the cost of removal of debris of property not insured hereunder from

the premises of the Insured resulting from a peril insured against Except as otherwise provided for elsewhere in this policy, this policy does not cover the cost to **extract** contaminants or pollutants from land or water, nor does it cover the cost to remove, restore or replace contaminated or polluted land or water.

- 30 DEMOLITION AND INCREASED COST OF CONSTRUCTION- In the event of loss or damage under this policy that causes the enforcement of any law or ordinance in place at time of loss regulating the construction, repair or use of property, this Company shall be liable for:
- a) the cost of demolishing the undamaged property including the cost of clearing the site;
  - b) the proportion that the value of the undamaged part of the property bore to the value of the entire property prior to loss;
  - c) increased cost of repair or reconstruction of the damaged and undamaged property on the same or another site and limited to the costs that would have been incurred in order to comply with the minimum requirements of such law or ordinance regulating the repair or reconstruction of the damaged property on the same site However, this Company shall not be liable for any increased cost of construction loss unless the damaged property is actually rebuilt or replaced (except as referred to in (e) below),
  - d) Any increase in loss, including, but not limited to, Business Interruption, Extra Expense, Rental Value, Rental Income, Leasehold Interest or Royalties or extensions thereof arising out of the additional time required to comply with said law or ordinance.
  - e) In the event real or personal property is not repaired or replaced to the same height, floor area, size, style or comparable quality of the original property insured due to the enforcement of law or ordinance regulating, restricting or prohibiting repair or replacement of covered property, this policy will pay the full replacement cost without deduction for depreciation for the real or personal property damaged or destroyed, as if the property was replaced to the same height, floor area, size, style or comparable quality of the original property insured. This policy will also pay business interruption and extra expense loss as if the original structure were repaired or replaced to original specifications, subject to the terms and conditions of these coverage(s)
- 31 EXPEDITING EXPENSE- This policy covers the extra cost of temporary repair and of expediting the repair of damaged property insured hereunder, including overtime and express freight or other rapid means of transportation.
- 32 CONTRIBUTING INSURANCE - Contributing insurance is insurance written upon the same plan, terms, conditions, and provisions as those contained in this policy. This insurance shall contribute in accordance with the conditions of this policy only with other contributing insurance as defined.
- 33 EXCESS INSURANCE- Excess insurance is insurance over the limit of liability set forth in this policy. The existence of such excess insurance shall not prejudice the coverage provided under this policy nor will it reduce any liability hereunder.
- 34 UNDERLYING INSURANCE - Underlying insurance is insurance on all or any part of the deductible and against all or any of the perils covered by this policy including declarations of value to the carrier for hire The existence of such underlying insurance shall not prejudice or

affect any recovery otherwise payable under this policy. Should the amount of loss payable under such underlying insurance exceed the deductible amount which would apply in the event of loss under this policy, then no deductible shall apply hereunder and that portion which exceeds such a deductible amount shall be considered "other insurance". Should the amount of loss payable under such underlying insurance be less than the largest deductible amount which would apply in the event of loss under this policy, then the deductible amount to be deducted hereunder shall be the difference between the amount to be paid under such underlying insurance and the largest deductible amount which would apply in the event of loss under this policy.

- 35 OTHER INSURANCE- Except for insurance described by the contributing insurance clause, by the excess insurance clause, or by the underlying insurance clause, this policy shall not cover to the extent of any other insurance, whether prior or subsequent hereto in date, and whether directly or indirectly covering the same property against the same perils. This Company shall be liable for loss or damage only to the extent of that amount in excess of the amount recoverable from such other insurance.
- 36 SUBROGATION- Any release from liability entered into by the Insured prior to loss hereunder shall not affect this policy or the right of the Insured to recover hereunder. The right of subrogation against the Insured, affiliated, subsidiary, and associated companies, or corporations, or any other corporations or companies associated with the Insured through ownership or management, is waived and at the option of the Insured, against a tenant or guest of the Insured. In the event of any payment under this policy, this Company shall be subrogated to the extent of such payment to all the Insured's rights of recovery therefor. The Insured shall execute all papers required and shall do anything that may be necessary at the expense of the Company to secure such right. The Company will act in concert with all other interests concerned, i.e., the Insured and any other company(ies) participating in the payment of any loss as primary or excess insurers, in the exercise of such rights of recovery. If any amount is recovered as a result of such proceedings, the net amount recovered after deducting the costs of recovery shall be divided between the interests concerned in the proportion of their respective interests. If there should be no recovery, the expense of proceedings shall be borne proportionately by the interests instituting the proceedings.
- 37 SALVAGE AND RECOVERIES- All salvages, recoveries, and payments, excluding proceeds from subrogation and underlying insurance recovered or received prior to a loss settlement under this policy shall reduce the loss accordingly. If proceeds from subrogation are recovered or received subsequent to a loss settlement under this policy, such net amounts recovered shall be divided between the interests concerned, i.e the Insured and any other Company(s) participating in the payment of any loss, in the proportion of their respective interests.

38. **CONTROL OF DAMAGED MERCHANDISE-** The Insured shall have full right to the possession of all goods involved in any loss under this policy and shall retain control of all damaged goods. The Insured, exercising reasonable discretion, shall be the sole judge as to whether the goods involved in any loss under this policy are fit for consumption. No goods so deemed by the Insured to be unfit for consumption shall be sold or otherwise disposed of except by the Insured or with the Insured's consent, but the Insured shall allow this Company any salvage obtained by the Insured on any sale or other disposition of such goods. The Insured, using reasonable discretion, shall be the sole judge as to whether production or EDP equipment and/or media is damaged and unusable. This insurer shall be allowed to dispose of as salvage, any non-proprietary property deemed unusable by the Insured.
39. **BRAND OR TRADEMARK-** In case of damage by a peril insured against to property bearing a brand or trademark or which in any way carries or implies the guarantee or the responsibility of the manufacturer or Insured, the salvage value of such damaged property shall be determined after removal at this Company's expense in the customary manner of all such brands or trademarks or other identifying characteristics.
40. **ERRORS OR OMISSIONS-** Any unintentional clerical error or omission made by the Insured in the application for insurance, except for values reported, shall not void or impair the insurance hereunder provided the Insured reports such error or omission as soon as reasonably possible after discovery by the Insured's home office insurance department.
41. **NOTICE OF LOSS-** As soon as practicable after any loss or damage occurring under this policy is known to the Insured's home office insurance department, the Insured shall report such loss or damage with full particulars to MHBT, Inc 8144 Walnut Hill Lane, 16<sup>th</sup> Floor Dallas, TX 75231 for transmission to the designated loss adjuster and to this Company.
42. **DESIGNATED LOSS ADJUSTER-** It is understood and agreed that each and every loss will be adjusted by Gary Parkes of York Risk Services Group 5501 LBJ Freeway, Suite 300 Dallas, TX 75240
43. **PROOF OF LOSS -** Proof of loss is required as soon as practicable following the Company's written request for signed Proof from Insured; however, Insured, at its option, may elect to file Proof with the Company prior to the Company's request. It shall be necessary for the Insured to render a signed and sworn proof of loss to the Insurer or its appointed representative stating the place, time and cause of loss, interest of the Insured and of all others, the value of the property involved, and the amount of loss, damage or expense sustained.
44. **PARTIAL PAYMENT OF LOSS -** In the event of a loss covered by this policy, it is understood and agreed that the Company shall allow a partial payment(s) of claim subject to the policy provisions and normal Company adjustment process.
45. **PAYMENT OF LOSS -** All adjusted claims shall be due and payable no later than thirty (30) days after presentation of proofs of loss by the Insured or its appointed representative.