

Everest Reinsurance Company

Home Office:
100 Everest Way,
Warren, NJ 07059

**Facultative Reinsurance**

Contract No. : FC10049109-2021-1
Prior Contract No.: FC10049109-2020
Certificate No. : FC10049109-2021

(A member of the Everest Re Group)

Does hereby reinsure : AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY POOL (ACCEL)

(CEDING COMPANY)

(Herein called the Company) in respect to the COMPANY's policy hereinafter described in consideration of the payment of the premium, and subject to terms, conditions and amount of liability set forth herein as follows:

Company's Policy No. : MOC0721 – FFXS MOC
SOURCE : AmWINS Insurance Brokerage of California, LLC
INSURED NAME : AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY (ACCEL)
REINSURANCE PERIOD : 07/01/2021 TO 07/01/2022

COVERAGE:**BODILY INJURY, PROPERTY DAMAGE, PUBLIC OFFICIALS ERRORS AND OMISSIONS, EMPLOYMENT PRACTICES LIABILITY, OR PERSONAL INJURY****LOCATION OF RISK:****CALIFORNIA****SECTION A - COMPANY'S POLICY LIMITS:****See Attached****SECTION B - COMPANY'S RETENTION:****NIL****SECTION C - REINSURANCE ACCEPTED:****See Attached****ESTIMATED EXPOSURE****ORIGINAL RATE****EVEREST RE PREMIUM****MIN PREMIUM****\$ 1,350,000.00 Net USD****\$ 1,350,000.00****COMMISSION****BROKERAGE**

NON-ADJUSTABLE PREMIUM
 ADJUSTABLE PREMIUM

ADJUSTMENT PERIOD**INSTALLMENT PREMIUMS**

DUE DATE	AMOUNT DUE	DUE DATE	AMOUNT DUE
08/01/2021	\$ 1,350,000.00		
TOTAL PREMIUM : \$ 1,350,000.00 USD			

DocuSigned by:

Robin Phillips

20DEF312A454D1...

AUTHORIZED SIGNATURE

6/16/2022

COUNTER SIGNED AT FAC CASUALTY CHICAGO**DATED:**

Everest Reinsurance Company

Home Office:
100 Everest Way,
Warren, NJ 07059

**Facultative Reinsurance**

Contract No. : FC10049109-2021-1
Prior Contract No.: FC10049109-2020
Certificate No. : FC10049109-2021

(A member of the Everest Re Group)

SECTION A - COMPANY'S POLICY LIMITS:

\$9,500,000 ANY ONE OCCURRENCE, WRONGFUL ACT OR OFFENSE FOR BODILY INJURY, PROPERTY DAMAGE, PUBLIC OFFICIALS ERRORS AND OMISSIONS, EMPLOYMENT PRACTICES LIABILITY, OR PERSONAL INJURY OR ANY COMBINATION THEREOF IN EXCESS OF UNDERLYING INSURANCE AND THE RETAINED LIMIT

\$9,500,000 COMPLETED OPERATIONS HAZARD ANNUAL AGGREGATE

\$38,000,000 POOL ALL MEMBER ANNUAL AGGREGATE LIMIT

REINSURANCE LIMITS APPLY PER PARTICIPATING NAMED INSURED.

UNDERLYING LIMITS OF INSURANCE:

\$25,000,000 ANY ONE OCCURRENCE, WRONGFUL ACT OR OFFENSE FOR BODILY INJURY, PROPERTY DAMAGE, PUBLIC OFFICIALS ERRORS AND OMISSIONS, EMPLOYMENT PRACTICES LIABILITY, OR PERSONAL INJURY OR ANY COMBINATION THEREOF IN EXCESS OF UNDERLYING INSURANCE AND THE RETAINED LIMIT

\$20,000,000 COMPLETED OPERATIONS HAZARD ANNUAL AGGREGATE

\$80,000,000 POOL ALL MEMBER ANNUAL AGGREGATE LIMIT

ABOVE LIMIT REFERENCE BASED ON THE FOLLOWING:

\$10,000,000 (w/ \$40,000,000 ANNUAL POLICY AGGREGATE) GEMINI INSURANCE POLICY# CEX09600358-08

\$10,000,000 (w/ \$10,000,000 COMPLETED OPERATIONS HAZARD AGGREGATE AND \$40,000,000 ANNUAL POLICY AGGREGATE) - GREAT AMERICAN E&S INSURANCE CO. (CONTROLLING UNDERLYING POLICY# 1827326-04)

\$5,000,000 - ALLIED WORLD NATIONAL ASSURANCE COMPANY POLICY# 0312-4087

EXCESS OF COMPANY RETENTION:

\$10,000,000 ANY ONE OCCURENCE WRONGFUL ACT OR OFFENSE FOR BODILY INJURY, PROPERTY DAMAGE, PUBLIC OFFICIALS ERRORS AND OMISSIONS, EMPLOYMENT PRACTICES LIABILITY, OR PERSONAL INJURY OR ANY COMBINATION THEREOF IN EXCESS OF UNDERLYING INSURANCE AND THE RETAINED LIMIT

SECTION C - REINSURANCE ACCEPTED:

Nothing herein contained shall vary, alter or extend any provision or condition of the certificate other than as above stated.

CEDING COMPANY	Page No.
AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY POOL (ACCEL)	2
SOURCE	EFFECTIVE DATE
AmWINS Insurance Brokerage of California, LLC	07/01/2021
INSURED NAME	
AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY (ACCEL)	

DocuSigned by:
Robin Phillips
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AUTHORIZED SIGNATURE

DATED:

6/16/2022

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SECTION C - REINSURANCE ACCEPTED:

\$5,000,000 ANY ONE OCCURRENCE, WRONGFUL ACT OR OFFENSE FOR BODILY INJURY, PROPERTY DAMAGE, PUBLIC OFFICIALS ERRORS AND OMISSIONS, EMPLOYMENT PRACTICES LIABILITY, OR PERSONAL INJURY OR ANY COMBINATION THEREOF IN EXCESS OF UNDERLYING INSURANCE AND THE RETAINED LIMIT

\$5,000,000 COMPLETED OPERATIONS HAZARD ANNUAL AGGREGATE

\$20,000,000 POOL ALL MEMBER ANNUAL AGGREGATE LIMIT

WILL DROP DOWN BASED ON EROSION OF UNDERLYING AGGREGATES EXCESS OF \$15,000,000

REINSURANCE LIMITS APPLY PER PARTICIPATING NAMED INSURED.

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CEDING COMPANY	Page No.
AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY POOL (ACCEL)	3
SOURCE	EFFECTIVE DATE
AmWINS Insurance Brokerage of California, LLC	07/01/2021
INSURED NAME	
AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY (ACCEL)	

DocuSigned by:
Robin Phillips
20DEF312A454D1
AUTHORIZED SIGNATURE

DATED: 6/16/2022

1. The Company warrants to retain for its own account, subject to Treaty Reinsurance, the amount of liability specified in Section B and the liability of EVEREST REINSURANCE specified in Section C shall follow that of the Company and, except as otherwise provided by this Certificate, shall be subject in all respects to all the terms and conditions of the Company's policy except such as may purport to create a direct obligation of EVEREST REINSURANCE to the original insured or anyone other than the Company.
2. The Company shall furnish EVEREST REINSURANCE with a copy of its policy and all endorsements thereto and agrees to notify EVEREST REINSURANCE promptly of all changes which in any manner affect this reinsurance, and shall make available for inspection and place at the disposal of EVEREST REINSURANCE at reasonable times any of its records relating to this reinsurance or claims in connection therewith.
3. Prompt notice shall be given by the Company to EVEREST REINSURANCE of any occurrence or accident which, without regard to liability, appears likely to involve this reinsurance and while EVEREST REINSURANCE does not undertake to investigate or defend claims or suits it shall nevertheless have the right and be given the opportunity to associate with the Company and its representative at EVEREST REINSURANCE's own expense in the defense and control of any claim, suit or proceeding which may involve this reinsurance with the full cooperation of the Company.
4. All claims covered by this reinsurance, when settled by the Company, shall be binding on EVEREST REINSURANCE which shall be bound to pay its proportion of such settlements. In addition, EVEREST REINSURANCE shall pay its proportion of expense (other than Company salaries and office expenses) incurred by the Company in the investigation and settlement of claims or suits as follows:
 - (a) With respect to reinsurance provided on an excess of loss basis, in the ratio that EVEREST REINSURANCE's loss payment bears to the Company's gross loss payment.
 - (b) With respect to reinsurance provided on a pro rata (or quota shares) basis, in the ratio that EVEREST REINSURANCE's limit of liability bears to the Company's gross limit of liability.

EVEREST REINSURANCE will also pay its proportion of court costs and interest on any judgment or award, such proportion to be on the same basis as set forth in (a) and (b) above, provided EVEREST REINSURANCE has given prior consent to such trial proceedings.

5. EVEREST REINSURANCE's agreement to promptly pay its proportion of loss and expense incurred by the Company is predicated upon receipt by it of a satisfactory proof of such loss and expense from the Company.
6. EVEREST REINSURANCE will be paid or credited by the Company with its proportion of salvages, i.e., reimbursement obtained or recovery made by the Company, less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on an excess of loss basis, salvage shall be applied in the inverse order in which liability attaches, as if recovery preceded any claim settlement.
7. If any taxes are payable on the premiums ceded hereunder, they shall be paid by the Company.
8. If the reinsurance hereunder attached prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.
9. In the event of the insolvency of the Company, reinsurance under this Certificate shall be payable by EVEREST REINSURANCE on the basis of the liability of the Company without diminution because of such insolvency, directly to the Company or its liquidator, receiver, or statutory successor, except as otherwise provided by law. EVEREST REINSURANCE shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Certificate within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver, or statutory successor. The expense thus incurred by EVEREST REINSURANCE shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by EVEREST REINSURANCE.
10. Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either EVEREST REINSURANCE or the Company mailing or delivering to the other party written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.
11. The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of EVEREST REINSURANCE.

In witness whereof, Everest Reinsurance Company has caused this Reinsurance Certificate to be signed by its President and Secretary at Liberty Corner, New Jersey, but this Certificate shall not be valid unless countersigned by a duly authorized representative of Everest Reinsurance Company.



Secretary



President

Everest Reinsurance Company

Home Office:
100 Everest Way,
Warren, NJ 07059

**Endorsement**

Contract No. : FC10049109-2021-1

(A member of the Everest Re Group)

Ceding Co. Policy No. : MOC0721 – FFXS MOC

WAR RISK EXCLUSION CLAUSE

As regards interests which at time of loss or damage are on shore, no liability shall attach hereto in respect of any loss or damage which is occasioned by war, invasion, hostilities, acts of foreign enemies, civil war, rebellion, insurrection, military or usurped power, or martial law or confiscation by order of any government or public authority.

This War Exclusion Clause shall not, however, apply to interests which at time of loss or damage are within the territorial limits of the United States of America (comprising the fifty States of the Union and the District of Columbia and including bridges between the U.S.A. and Mexico provided they are under United States ownership), Canada, St. Pierre and Miquelon, provided such interests are insured under policies, endorsements or binders containing a standard war or hostilities or warlike operations exclusion clause.

Nevertheless, this clause shall not be construed to apply to loss or damage occasioned by riots, strikes, civil commotion, vandalism, malicious damage, including acts committed by agents of any government, party or faction engaged in war, hostilities or other warlike operation, provided such agents are acting secretly and not in connection with any operations of military or naval armed forces in the country where the interests insured are situated.

Nothing herein contained shall vary, alter or extend any provision or condition of the certificate other than as above stated.

CEDING COMPANY	ENDORSEMENT NO.
AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY POOL (ACCEL)	1
INSURED NAME	EFFECTIVE DATE
AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY (ACCEL)	07/01/2021
BROKER NAME	
AmWINS Insurance Brokerage of California, LLC	

President

DocuSigned by:
Robin Phillips
20DEFA312A454D1...
AUTHORIZED SIGNATURE

DATED: 3/29/2022

Everest Reinsurance Company

Home Office:
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Warren, NJ 07059



Endorsement

Contract No.: FC10049109-2021-1

(A member of the Everest Re Group)

Ceding Co. Policy No. : MOC0721 – FFXS MOC

CYBER EXCLUSION

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY WITHIN THIS CONTRACT, THIS CONTRACT EXCLUDES ANY LOSS, DAMAGE, LIABILITY, CLAIM, COST OR EXPENSE OF WHATSOEVER NATURE, DIRECTLY OR INDIRECTLY CAUSED BY, CONTRIBUTED TO BY, RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH CYBER REGARDLESS OF ANY OTHER CAUSE OR EVENT CONTRIBUTING CONCURRENTLY OR IN ANY OTHER SEQUENCE THERETO.

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BROKER NAME	
AmWINS Insurance Brokerage of California, LLC	

President

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Ceding Co. Policy No. : MOC0721 – FFXS MOC**ORGANIC PATHOGENS EXCLUSION**

1. Liability arising out of the actual, alleged or threatened infectious, pathogenic, toxic or other harmful properties of any "organic pathogen".

2. Any ultimate net loss, cost or expense arising out of any:

(a) request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of any "organic pathogen", or (b) claim or suit by or on behalf of a governmental authority or damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of any organic pathogen.

As used herein, "Organic Pathogen" means any:

1. bacteria; mildew, mold or other fungi; other microorganisms; or mycotoxins, spores or other byproducts of any of the foregoing;
2. viruses or other pathogens (whether or not a microorganism); or
3. colony or group of any of the foregoing.

Nothing herein contained shall vary, alter or extend any provision or condition of the certificate other than as above stated.

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BROKER NAME	
AmWINS Insurance Brokerage of California, LLC	

President

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Robin Phillips

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ALAE TREATMENT

THIS ENDORSEMENT MODIFIES THIS CERTIFICATE IN REGARDS TO THE TREATMENT OF ALLOCATED LOSS ADJUSTMENT EXPENSE AS FOLLOWS:

ALLOCATED LOSS ADJUSTMENT EXPENSE IS INSIDE THE SELF-INSURED RETENTION, INSIDE THE UNDERLYING LIMITS OF INSURANCE, AND INSIDE THE REINSURANCE LIMIT.

Nothing herein contained shall vary, alter or extend any provision or condition of the certificate other than as above stated.

CEDING COMPANY	ENDORSEMENT NO.
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INSURED NAME	EFFECTIVE DATE
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BROKER NAME	
AmWINS Insurance Brokerage of California, LLC	

President

DocuSigned by:
Robin Phillips
20DEF4312A454D1
AUTHORIZED SIGNATURE

DATED: 3/29/2022

Everest Reinsurance Company

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Warren, NJ 07059

**Endorsement**

Contract No.: FC10049109-2021-1

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Ceding Co. Policy No. : MOC0721 – FFXS MOC**TERRORISM EXCLUSION**

Notwithstanding anything to contrary in this Agreement or anything to the contrary in any policy reinsured under this Agreement, this Agreement excludes any and all coverage, including, but not limited to, coverage for loss, damage, liability, cost, or expense whether arising by contract, operation of law or otherwise, that, in any way, form, or manner, directly or indirectly arises out of, is in connection with, or is related to, Terrorism.

For purposes of this exclusion, "Terrorism" shall be defined as any act or any omission, whether actual, alleged, or threatened, by any person, persons, private or government entity or entities, or any other type of organization of any nature whatsoever, whether known or unknown, that causes alarm, fright, fear of danger, or apprehension for public safety in any person, persons, entity, or entities and which act or omission appears to be for political, religious, ideological, or social purposes or motives.

Nothing herein contained shall vary, alter or extend any provision or condition of the certificate other than as above stated.

CEDING COMPANY	ENDORSEMENT NO.
AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY POOL (ACCEL)	5
INSURED NAME	EFFECTIVE DATE
AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY (ACCEL)	07/01/2021
BROKER NAME	
AmWINS Insurance Brokerage of California, LLC	

President

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Endorsement

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Ceding Co. Policy No. : MOC0721 – FFXS MOC

Sub-Limited Coverage Exclusion

This reinsurance does not apply in excess of any "sub-limited" coverage(s) that are included within, or are a part of, any underlying insurance policy.

"Sub-limited" coverage(s) are defined as any coverage(s) having limits of insurance less than the limit(s) of any underlying insurance included in the schedule of underlying policies

Nothing herein contained shall vary, alter or extend any provision or condition of the certificate other than as above stated.

CEDING COMPANY	ENDORSEMENT NO.
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INSURED NAME	EFFECTIVE DATE
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President

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**Endorsement**

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Ceding Co. Policy No. : MOC0721 – FFXS MOC

WAGE AND HOUR EXCLUSION

This reinsurance excludes any and all loss, liability or expense arising out of, based upon, relating to, or attributable to any violation (whether actual or alleged, in whole or in part) of the responsibilities, obligations or duties imposed by any federal, state, or local statutory law or common law anywhere in the world (including, but not limited to the Fair Labor Standards Act) or amendments to or regulations promulgated under any such law(s) that governs wage, hour and payroll policies and practices – or any similar policies or practices – including but not limited to:

- a) the calculation, recordkeeping, timing or manner of payment of minimum wages, prevailing wage rates or other compensation alleged to be due and owing, including the refusal, failure or inability to pay wages or overtime pay for services rendered; or
- b) garnishments, withholdings or other deductions from wages; or
- c) improper payroll deductions with respect to any organization or person; or
- d) any claim due to improper classification of any organization or person for wage and hour purposes including, but not limited to instances where an organization or person is (mis)labeled as “exempt”; or
- e) child labor; or
- f) pay equity or comparable worth; or
- g) any claim or any tort arising out of any the foregoing including, but not limited to allegations of unfair business practice(s).

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CEDING COMPANY	ENDORSEMENT NO.
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INSURED NAME	EFFECTIVE DATE
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**Endorsement**

Contract No.: FC10049109-2021-1

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Ceding Co. Policy No. : MOC0721 – FFXS MOC**NOTIFICATION OF LOSS REQUIREMENTS**

1. Claims reserved at 50% of our attachment point.
2. Claims involving the following specific injury criteria:
 - a. death;
 - b. multiple fractures;
 - c. brain injuries or damage;
 - d. spinal cord injuries;
 - e. extensive burns;
 - f. paralysis;
 - g. amputation;
 - h. blindness in one or both eyes; or
 - i. complicated birth cases leading to severe injury;
 - j. sexual misconduct or molestation - including allegations of assault, misconduct, rape and related offenses;
 - k. third party claims involving law enforcement activities;
 - l. multiple injuries arising out of one occurrence, including but not limited to; massive internal injuries or multiple fractures involving more than one member or multiple claimants;
 - m. any claim assigned a trial date, as soon as the trial date is on the court calendar
3. Class action lawsuits.
4. Any claim file established that does not necessarily fall into the above criteria but has characteristics in which the Company's claims department feels there could be significant potential development.

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CEDING COMPANY	ENDORSEMENT NO.
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BROKER NAME	
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President

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DATED:

3/29/2022