

State of Rhode Island and Providence Plantations
BOARD of ELECTIONS
CAMPAIGN FINANCE DIVISION
 50 Branch Avenue, Providence Rhode Island 02904
 TEL (401) 222-2345

AFFIDAVIT OF STATE VENDOR
 UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND

Statement Under Oath of Affirmation

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information

1. Name, address and telephone number of person making this affidavit

MRS. CHERYL REY

Name of Person Making this Affidavit

4 GRANDSTAND DR

Address1

Address2

LINCOLN, RI 02865

City State Zip

401 831-1260

Phone

RHODE ISLAND
 BOARD OF ELECTIONS
 10 OCT 22 AM 10:28

2. Within the 24 month period preceding the date of the contract with the state agency, or with respect to the contracts that are not in writing within the 24 month period preceding the date of notification that the contract has reached the \$5000 threshold, have you contributed an aggregate amount of more than \$250 within a calendar year to any R.I. general officer, candidate for R.I. general office, any member of the general assembly or candidate for general assembly, or any R.I. political party? (includes an individual contracting party, or business entity on behalf of a related party, or a related party reporting on his/her own behalf) NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period.

Yes No

3. If the answer to question 2 is "yes", provide the name of the R.I. general officer, candidate for R.I. general office, member of the general assembly or candidate for general assembly, or R.I. political party and the date and the amount of each contribution. List all contributions even if reported on a previously filed affidavit. However please indicate the previously reported contributions by the letter "PR" following the date of the contribution listed below.

Name of Officer, Candidate or Political Party	Date of Contribution	Amount of Contribution	Name of Contributor	Relationship to Contracting Party
FRANK CAPRIO	06/24/2010	1,000.00	CHERYL REY	PRESIDENT/OWNER

4. What is the date of execution of the written contract requiring filing of this affidavit 09/15/2010
 [Such contract must be filed with this affidavit]

5. If the contract requiring the filing of this affidavit is not in writing, when were you first notified that the contract had reached the \$5000 threshold?

6. If the contract requiring the filing of this affidavit is not in writing, describe the goods and/or services to be provided, the state agency involved, and the term or duration of such contract. If the term is indefinite, so state.

Agency	Goods / Services	Contract Expire Date
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7. Is this affidavit made by you as an individual or on behalf of a business entity? Individual Business Entity

8. If on behalf of a business entity, what is the name and nature of the business entity?

EMPLOYMENT 2000, INC

050481146

Business Name

FEIN#

Corporation

Partnership

Sole Proprietorship

Other Business Entity

9. If "Other Business Entity" is checked above what is the nature of such business entity?

10. Are you a state vendor because you are the contracting party in a contract with a state Yes [] No [x]
 11. If yes, what is the name of the state agency to which you are providing goods and/or RI RESOURCE RECOVERY
 12. If the answer to question 10 is "no", are you a state vendor because you are related to a contracting Yes [x] No []
 13. If the answer to question 12 is "yes", what is the nature of your relationship with the contracting party?
OWNER/PRESIDENT

14. If you are a related party, provide the name and address of the contracting party and the state agency involved in such contract.
EMPLOYMENT 2000, INC RIRRC
 Name of Contracting Party State Agency
541 HARTFORD AVE
 Address1

Address2
PROVIDENCE RI 02909
 City State Zip

15. If you are the contracting party, have you surveyed all related parties and does this affidavit contain all reportable political contributions made by such related parties? Yes [x] No []
 16. If the answer to question 15 is "no", have you notified all such parties of the requirements of the law and of their obligation to file this affidavit if they have made reportable political contributions? Yes [] No []
 17. If the answer to question 16 is "yes", provide the names and addresses of related parties who might be required to file this affidavit and the nature of such relationship.

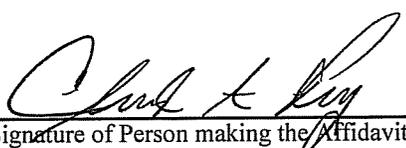
Name	Address	Relationship
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18. What is the total gross amount in dollars, of contracts entered into during the said preceding 24 month period between the contracting period and ALL state agencies? Include all contracts regardless of amount. If you are filing this affidavit as a party related to the contracting party and do not have knowledge of the information required by this question, please so state by marking "Yes." NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period. Yes [] No []

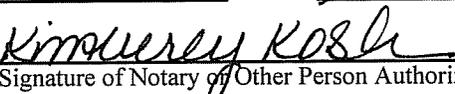
State Agency	Date of Contract	Amount of Contract	FEIN #	P.O. #
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Total Gross Amount:

State of: RI
 County of: PROVIDENCE


 Signature of Person making the Affidavit

Subscribed and sworn to or Affirmed before me, an official authorized to administer oaths in the jurisdiction where this affidavit was made, on this 21st day of October 20 10


 Signature of Notary or Other Person Authorized to Administer

Kimberly KOSH 11-10-11
 Printed Name of Notary or Other Person Authorized to Administer Oaths

AGREEMENT

BETWEEN

EMPLOYMENT 2000, INC.
541 HARTFORD AVENUE
PROVIDENCE, RHODE ISLAND 02909

AND

RHODE ISLAND RESOURCE RECOVERY CORPORATION
65 SHUN PIKE
JOHNSTON, RHODE ISLAND 02919

AGREEMENT made and entered into as of the 8th day of October, 2010, by and jointly between RHODE ISLAND RESOURCE RECOVERY CORPORATION, a quasi-public corporation organized pursuant to the laws of the State of Rhode Island (hereinafter referred to as "the Corporation"), and EMPLOYMENT 2000, INC. (hereinafter referred to as "the Contractor") with a place of business at 541 Hartford Avenue, Providence, RI 02909.

In consideration of the mutual covenants, promises, and payments reflected herein, the Contractor and the Corporation agree as follows:

1. **Term.** The term of this Agreement shall commence on or about September 15, 2010 and shall continue until August 31, 2011, unless sooner terminated as provided herein. Further, the Corporation shall have the option to renew the contract upon the expiration date of August 31, 2011, under the same terms and conditions, and with the Contractor's mutual consent, for up to two additional one-year periods.
2. **Services.** The Contractor agrees to furnish all goods and/or services and pay for all goods and/or services provided and agrees to perform all work in strict conformity with: (1) the Invitation for Bids (IFB) No. 891 for Temporary Labor Services, dated July 13, 2010; and (2) the Contractor's Bid, dated July 30, 2010, which was submitted to the Corporation in response to this IFB. These two aforementioned documents are hereinafter referred to as the "Procurement Documents" and are incorporated into and made a part of this Agreement as if set forth in full herein. In any case where specific terms and conditions included in this Agreement differ from those terms and conditions set forth in the Procurement Documents, the terms of this Agreement shall govern.
3. **Payment.** It is expressly agreed that the total payment which the Corporation shall make to the Contractor shall not exceed Two Hundred Thirty-Eight Thousand Six Hundred Eighty Dollars (\$238,680.00).

4. **Indemnification.** The Contractor will indemnify and hold the Corporation harmless from any and all loss, damages, suits, penalties, costs, liabilities and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim including claims for loss of or damage to property, including the Corporation's property, and injuries to or death of persons, including the Corporation's employees, caused by or resulting from Vendor's negligence or willful misconduct or breach of this Agreement. In any instance in which the Corporation claims indemnity under this paragraph, the Contractor shall have the duty to defend the Corporation in any litigation arising out of the occurrence from which the Corporation claims that the Contractor's indemnity obligation exists.
5. **No Assignment.** The Contractor may not assign, transfer, broker or otherwise vest in any other company, entity or person, any of its rights or obligations under this Agreement without first obtaining the prior written consent of the Corporation.
6. **Successors and Assigns.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.
7. **Litigation.** If the Corporation becomes involved in litigation with third parties concerning or relating in any way to the Contractor's services, whether such litigation occurs during or after the term of the Project, the Contractor agrees, at reasonable fees to be agreed upon by the parties hereto, to make its officers and employees available to the Corporation to consult, assist and cooperate in such litigation to the extent such consultation, assistance and cooperation may be required by the Corporation.
8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island.
9. **Compliance With State Law.** The Contractor warrants that neither it nor any of its principals, officers, agents or representatives authorized to make commitments on its behalf have ever been convicted of violating Section 23-19-13.3 of the Rhode Island General Laws. Further, the Contractor agrees to perform all services and provide all goods called for by this Agreement in compliance with all Rhode Island laws.

10. **Entire Agreement.** This Agreement represents the entire understanding reached between the parties hereto and shall supersede or replace any prior understandings or agreements, whether or not in writing. Should the parties wish to modify the terms and conditions contained herein, the parties must evidence any such modified agreements in writing to be executed by all parties.
11. **Severability.** If any provision of this Agreement is declared invalid by any tribunal, the remaining provisions of the Agreement shall not be affected thereby.
12. **Effective Date.** This Agreement shall be effective as of the date first written above.
13. **Notice.** Notices under this Agreement shall be provided to the Corporation at its usual place of business and to the Contractor at the address as written on Page 1 of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

RHODE ISLAND RESOURCE RECOVERY CORPORATION ("the Corporation")

BY:

Michael J. O'Connell 10/8/10
 Michael J. O'Connell, Executive Director

BY:

J. Timothy McCormick 10-8-10
 J. Timothy McCormick, CPA, Chief Financial Officer

EMPLOYMENT 2000, INC. ("the Contractor")

BY:

Clayton K. Roy

TITLE:

President
 Title of Authorized Officer

State of Rhode Island and Providence Plantations
BOARD of ELECTIONS
CAMPAIGN FINANCE DIVISION
50 Branch Avenue, Providence Rhode Island 02904
TEL (401) 222-2345

RHODE ISLAND
BOARD OF ELECTIONS

10 OCT 21 AM 11:02

AFFIDAVIT OF STATE VENDOR
UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND

Statement Under Oath of Affirmation

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information

1. Name, address and telephone number of person making this affidavit

MRS. Marie Palumbo

Name of Person Making this Affidavit

3 Dario Drive

Address1

Address2

Lincoln, ri 02886

City State Zip

401 831-7110

Phone

2. Within the 24 month period preceding the date of the contract with the state agency, or with respect to the contracts that are not in writing within the 24 month period preceding the date of notification that the contract has reached the \$5000 threshold, have you contributed an aggregate amount of more than \$250 within a calendar year to any R.I. general officer, candidate for R.I. general office, any member of the general assembly or candidate for general assembly, or any R.I. political party? (includes an individual contracting party, or business entity on behalf of a related party, or a related party reporting on his/her own behalf) NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period.

Yes [x] No []

3. If the answer to question 2 is "yes", provide the name of the R.I. general officer, candidate for R.I. general office, member of the general assembly or candidate for general assembly, or R.I. political party and the date and the amount of each contribution. List all contributions even if reported on a previously filed affidavit. However please indicate the previously reported contributions by the letter "PR" following the date of the contribution listed below.

Name of Officer, Candidate or Political Party	Date of Contribution	Amount of Contribution	Name of Contributor	Relationship to Contracting Party
Frank Caprio	06/24/2010	1,000.00	Marie Palumbo	none

4. What is the date of execution of the written contract requiring filing of this affidavit [Such contract must be filed with this affidavit] 11/01/2010

5. If the contract requiring the filing of this affidavit is not in writing, when were you first notified that the contract had reached the \$5000 threshold?

6. If the contract requiring the filing of this affidavit is not in writing, describe the goods and/or services to be provided, the state agency involved, and the term or duration of such contract. If the term is indefinite, so state.

Agency Goods / Services Contract Expire Date

7. Is this affidavit made by you as an individual or on behalf of a business entity? Individual [] Business Entity

8. If on behalf of a business entity, what is the name and nature of the business entity?

ENVIRO TEMPS, INC.

84-1623424

Business Name

FEIN#

Corporation

Partnership []

Sole Proprietorship []

Other Business Entity []

9. If "Other Business Entity" is checked above what is the nature of such business entity?

10. Are you a state vendor because you are the contracting party in a contract with a state Yes No
11. If yes, what is the name of the state agency to which you are providing goods and/or RI Resource Recovery Corp.
12. If the answer to question 10 is "no", are you a state vendor because you are related to a contracting Yes No
13. If the answer to question 12 is "yes", what is the nature of your relationship with the contracting party?
14. If you are a related party, provide the name and address of the contracting party and the state agency involved in such contract.

Name of Contracting Party State Agency

Address1

Address2

City State Zip

15. If you are the contracting party, have you surveyed all related parties and does this affidavit contain all reportable political contributions made by such related parties? Yes No
16. If the answer to question 15 is "no", have you notified all such parties of the requirements of the law and of their obligation to file this affidavit if they have made reportable political contributions? Yes No
17. If the answer to question 16 is "yes", provide the names and addresses of related parties who might be required to file this affidavit and the nature of such relationship.

Name Address Relationship

18. What is the total gross amount in dollars, of contracts entered into during the said preceding 24 month period between the contracting period and ALL state agencies? Include all contracts regardless of amount. If you are filing this affidavit as a party related to the contracting party and do not have knowledge of the information required by this question, please so state by marking "Yes." NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period. Yes No

State Agency	Date of Contract	Amount of Contract	FEIN #	P.O. #
RIRRC	11/01/2010	2,000,000.00	84-1623424	883
Total Gross Amount:		2,000,000.00		

State of: RI
 County of: PROVIDENCE

Marie Palumbo
 Signature of Person making the Affidavit

Subscribed and sworn to or Affirmed before me, an official authorized to administer oaths in the jurisdiction where this affidavit was made, on this

19 day of October 20 10

Alaina Carbone
 Signature of Notary or Other Person Authorized to Administer

Alaina Carbone
 Printed Name of Notary or Other Person Authorized to Administer Oaths

RENEWAL AGREEMENT

BETWEEN

ENVIRO TEMPS, INC.
541 HARTFORD AVENUE
PROVIDENCE, RHODE ISLAND 02909

AND

RHODE ISLAND RESOURCE RECOVERY CORPORATION
65 SHUN PIKE
JOHNSTON, RHODE ISLAND 02919

WHEREAS, the Rhode Island Resource Recovery Corporation ("the Corporation") entered into a contract on November 19, 2009 ("the Contract") with Enviro Temps, Inc. ("the Contractor").

The Contract was awarded pursuant to Request for Qualifications/ Request for Proposals (RFQ/RFP) No. 883 for Staffing Services for the Materials Recycling Facility (MRF), dated July 15, 2009. This RFQ/RFP taken together with the Contractor's Proposal, dated August 18, 2009, serve as the "Procurement Documents" and are hereby incorporated into and made a part of this Renewal Agreement as if set forth in full herein. In any case where specific terms and conditions included in this Renewal Agreement differ from those terms and conditions set forth in the Procurement Documents or the Contract, the terms of this Renewal Agreement shall govern.

WHEREAS, the November 19, 2009 Contract provided for the conclusion of services to be performed by the Contractor on or about October 31, 2010 with an option to renew the Contract, under the same terms and conditions, for up to two additional one-year periods.

WHEREAS, the Corporation and the Contractor are desirous of renewing the terms of the Contract for the period from November 1, 2010 to October 31, 2011.

THEREFORE, in consideration of the promises and mutual covenants set forth and for other good and valuable consideration, the parties agree to a renewal of the Contract under the same terms and conditions for the period up to October 31, 2011.

It is expressly agreed that the total payment which the Corporation shall make to the Contractor shall not exceed Two Million Dollars (\$2,000,000.00). The following billing and payment procedures shall apply:

- a. Invoices. The Contractor will invoice the Corporation for services provided on a weekly basis. The Corporation shall pay weekly invoices by wire transfer on Monday afternoon on presentation of weekly invoices delivered to the Corporation on Tuesday afternoon during the preceding week. Pertinent time records shall accompany invoices. In the event a portion of

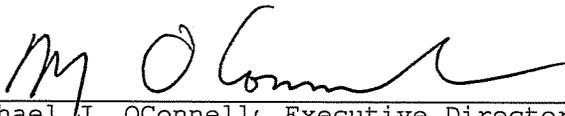
any invoice is disputed, the undisputed portion shall be paid.

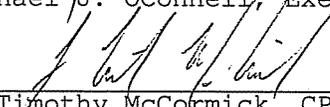
- b. Hourly Bill Rates. The Contractor's hourly bill rates by position will be as set forth in Appendix F (Cost/Fee Proposal) of the Contractor's Proposal, revised as of September 18, 2010, and attached hereto. The rates must include all costs related to the provision of the required services, including all management and administrative employment matters such as the administration and payment of the weekly payroll, including the withholding and payment of all federal and state employment taxes and workers' compensation coverage as required by Rhode Island state law. The rates in Appendix F may be subject to change, by mutual agreement of the Contractor and the Corporation, due to changes in costs associated with salary and benefits.

Except as modified herein, the terms, conditions, rights and obligations of the Original Agreement shall remain in full force and effect during the term of this Renewal Agreement.

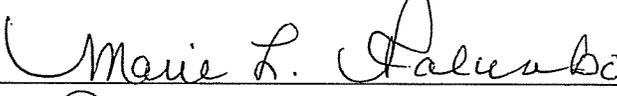
IN WITNESS WHEREOF, the Corporation has caused this Agreement to be duly executed and the Contractor has caused this Agreement to be duly executed as of this 8th day of October, 2010.

RHODE ISLAND RESOURCE RECOVERY CORPORATION ("the Corporation")

BY:  10/8/10
Michael J. O'Connell, Executive Director

BY:  10.8.10
J. Timothy McCormick, CPA, Chief Financial Officer

ENVIRO TEMPS, INC. ("the Contractor")

BY: 

TITLE: President
(Title of Authorized Officer)

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

BOARD OF ELECTIONS

CAMPAIGN FINANCE DIVISION

50 Branch Avenue, Providence, Rhode Island 02904

TEL. (401) 222-2056 [TDD: 222-2239]

AFFIDAVIT OF STATE VENDOR

UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND

Instructions:

Every person or business entity contracting with a state agency on or after July 27, 1993 to sell goods and services (contracting party) is deemed to be a "state vendor". Also deemed to be a "state vendor" is (a) a person having a 10% or greater ownership interest in such contracting party, or (b) a person who is an executive officer of such contracting party, or (c) a person who is the spouse or minor child of the contracting party, or of a person having such 10% or greater ownership interest, or of a person who is an executive officer of such contracting party (related parties).

This affidavit must be filed with the State Board of Elections, 50 Branch Avenue, Providence, Rhode Island 02904 by every state vendor in connection with any contract with a state agency to provide goods and/or services costing \$5000 or more. If the contract is in writing, this affidavit must be filed within 60 days after the contract is executed and MUST BE ACCOMPANIED BY A COPY OF THE CONTRACT, OR A WRITTEN SUMMARY THEREOF. If the contract is not in writing, then the affidavit must be filed within 60 days from the date when the state vendor is first notified that the \$5000 threshold has been reached. However, Chapter 17-27 and the Regulations adopted thereunder, permit semi-annual filings of affidavits under certain circumstances.

Every person or business entity qualifying as a state vendor (either as the contracting party or as a related party) and providing goods and services at a cost of \$5000 or more shall be responsible for filing this affidavit. A state vendor who is a contracting party must file this affidavit when the \$5000 threshold has been reached, even if no reportable political contributions have been made either by the contracting party or a related party. A state vendor who is a related party must file this affidavit only when a reportable political contribution has been made by such related party, and then, only if such contribution has not been included in an affidavit filed by the contracting party. A reportable political contribution is defined in question #16. The affidavit, when filed, will be a public document.

The Board of Elections is empowered to impose civil penalties for violations of Chapter 17-27.

The attention of state vendors is directed to the Regulations adopted by the Board of Elections in connection with the preparation and filing of this affidavit which are on file at the offices of both the Board of Elections and the Secretary of State.

Statement Under Oath or Affirmation

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information:

1. Name, address and telephone number of person making this affidavit.

Maureen E. Gurghigian, Managing Director

NAME OF PERSON MAKING THIS AFFIDAVIT

12 Breakneck Hill Road, Suite 200 - Lincoln, RI 02865

ADDRESS

(401) 334-4267

TELEPHONE NUMBER

2. What is the date of execution of the written contract requiring the filing of this affidavit? [Such contract must be filed with this affidavit.]

Semi-Annual Filing

DATE

3. If the contract requiring the filing of this affidavit is not in writing, when were you first notified that the contract had reached the \$5000 threshold?

DATE

4. If the contract requiring the filing of this affidavit is not in writing, describe the goods and/or services to be provided, the state agency involved, and the term or duration of such contract. If the term is indefinite, so state.

5. Is this affidavit made by you as an individual or on behalf of a business entity? Individual ___ On Behalf of Business Entity X

6. If on behalf of a business entity, what is the name and nature of the business entity?

Name of Business Entity First Southwest Company

FEIN # 75-0708002

(Check One:) Corporation X Partnership ___ Sole Proprietorship ___ Other Business Entity ___

7. If "other business entity" is checked above, what is the nature of such business entity?

AFFIDAVIT OF STATE VENDORS UNDER CHAPTER 17-27
OF THE GENERAL LAWS OF RHODE ISLAND
FIRST SOUTHWEST COMPANY - SCHEDULE OF CONTRACTS – 24 MONTH PERIOD ENDING
DECEMBER 31, 2010

State Agency	Date of Contract	Amount of Contract	Fein#
Narragansett Bay Commission**			
Financial Advisory Services	June 30, 2008	\$133,830.04 (aggregate)	06-1471715
Arbitrage Rebate Services*	December 16, 2003	\$10,520.00 (aggregate)	06-1471715
Continuing Disclosure Services**	February 6, 2006	\$1,200.00 (aggregate)	06-1471715
State of Rhode Island-			
Financial Advisory Services	June 30, 2009	\$315,515.36 (aggregate)	05-6000522
Arbitrage Rebate Services*	June 30, 2009	\$55,175.00 (aggregate)	05-6000522
RI Clean Water Finance Agency			05-0455432
Financial Advisory Services	March 20, 2007	\$437,773.24 (aggregate)	05-0455432
Arbitrage Rebate Services*	December 1, 2006	\$55,255.00 (aggregate)	05-0455432
RI Economic Development Corp.	September 4, 2003	\$294,500.00 (aggregate)	05-0356994
RI Health & Educational Building Corp.			
Financial Advisory Services	February 1, 2006	\$367,289.94 (aggregate)	52-1300173
Continuing Disclosure Services	February 1, 2006	\$1,000.00 (aggregate)	52-1300173
RI Student Loan Authority			
Financial Advisory Services	February 25, 2008	\$82,037.08 (aggregate)	05-0395355
RI Resource Recovery Corporation			
Arbitrage Rebate Services*	April 21, 2003	\$4,000.00 (aggregate)	05-0366883
Continuing Disclosure Services**	May 15, 2003	\$2,200.00 (aggregate)	05-0366883
Rhode Island Turnpike & Bridge Authority			
Financial Advisory Services	November 20, 2009	\$98,750.00 (aggregate)	05-0304384
Tobacco Settlement Financing Corporation			
Arbitrage Rebate Services*		\$4,000.00 (aggregate)	36-4499925
Total Gross Amount:		\$1,863,045.66	

* Contract with affiliate First Southwest Asset Management, Inc.

** Contract with FSC Disclosure Services, A Division of First Southwest Company

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

BOARD OF ELECTIONS
CAMPAIGN FINANCE DIVISION

50 Branch Avenue, Providence, Rhode Island 02904

TEL (401) 222-2056 [TDD: 222-2239]

RHODE ISLAND
BOARD OF ELECTIONS
2010 JUL 28 A 11:15

RHODE ISLAND
BOARD OF ELECTIONS

AFFIDAVIT OF STATE VENDOR
UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND

Instructions:

Every person or business entity contracting with a state agency on or after July 27, 1993 to sell goods and services (contracting party) is deemed to be a "state vendor". Also deemed to be a "state vendor" is (a) a person having a 10% or greater ownership interest in such contracting party, or (b) a person who is an executive officer of such contracting party, or (c) a person who is the spouse or minor child of the contracting party, or of a person having such 10% or greater ownership interest, or of a person who is an executive officer of such contracting party (related parties).

This affidavit must be filed with the State Board of Elections, 50 Branch Avenue, Providence, Rhode Island 02904 by every state vendor in connection with any contract with a state agency to provide goods and/or services costing \$5000 or more. If the contract is in writing, this affidavit must be filed within 60 days after the contract is executed and MUST BE ACCOMPANIED BY A COPY OF THE CONTRACT, OR A WRITTEN SUMMARY THEREOF. If the contract is not in writing, then the affidavit must be filed within 60 days from the date when the state vendor is first notified that the \$5000 threshold has been reached. However, Chapter 17-27 and the Regulations adopted thereunder, permit semi-annual filings of affidavits under certain circumstances.

Every person or business entity qualifying as a state vendor (either as the contracting party or as a related party) and providing goods and services at a cost of \$5000 or more shall be responsible for filing this affidavit. A state vendor who is a contracting party must file this affidavit when the \$5000 threshold has been reached, even if no reportable political contributions have been made either by the contracting party or a related party. A state vendor who is a related party must file this affidavit only when a reportable political contribution has been made by such related party, and then, only if such contribution has not been included in an affidavit filed by the contracting party. A reportable political contribution is defined in question #16. The affidavit, when filed, will be a public document.

The Board of Elections is empowered to impose civil penalties for violations of Chapter 17-27.

The attention of state vendors is directed to the Regulations adopted by the Board of Elections in connection with the preparation and filing of this affidavit which are on file at the offices of both the Board of Elections and the Secretary of State.

Statement Under Oath or Affirmation

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information:

- 1. Name, address and telephone number of person making this affidavit.

Maureen E. Gurghigian, Managing Director

NAME OF PERSON MAKING THIS AFFIDAVIT

12 Breakneck Hill Road, Suite 200 - Lincoln, RI 02865

ADDRESS

(401) 334-4267

TELEPHONE NUMBER

- 2. What is the date of execution of the written contract requiring the filing of this affidavit? [Such contract must be filed with this affidavit.]

Semi-Annual Filing

DATE

- 3. If the contract requiring the filing of this affidavit is not in writing,

10/2/10

Printed Name of Notary or Other Person Authorized to Administer Oaths

THOMAS NICHOLSON

Signature of Notary or Other Person Authorized to Administer Oaths

Thomas Nicholson

Subscribed and sworn to or affirmed before me, an officer authorized to administer oaths in the jurisdiction where this affidavit was made, on this

State of
County of
day of

28th JULY 2010

Signature of Person Making the Affidavit

Maureen E. Gurghigian

TOTAL GROSS AMOUNT: \$ 1,825,383.91

AFFIDAVIT OF STATE VENDORS UNDER CHAPTER 17-27
OF THE GENERAL LAWS OF RHODE ISLAND
FIRST SOUTHWEST COMPANY - SCHEDULE OF CONTRACTS – 24 MONTH PERIOD ENDING
JUNE 30, 2010

State Agency	Date of Contract	Amount of Contract	Fein#
Narragansett Bay Commission**			
Financial Advisory Services	June 30, 2008	\$173,559.04 (aggregate)	06-1471715
Arbitrage Rebate Services*	December 16, 2003	\$12,005.00 (aggregate)	06-1471715
Continuing Disclosure Services**	February 6, 2006	\$1,200.00 (aggregate)	06-1471715
State of Rhode Island-			
Financial Advisory Services	June 30, 2009	\$248,152.86 (aggregate)	05-6000522
Arbitrage Rebate Services*	June 30, 2009	\$112,095.00 (aggregate)	05-6000522
RI Clean Water Finance Agency	March 20, 2007		05-0455432
Financial Advisory Services		\$377,736.99 (aggregate)	05-0455432
Arbitrage Rebate Services*	December 1, 2006	\$103,865.00 (aggregate)	05-0455432
RI Economic Development Corp.	September 4, 2003	\$174,500.00 (aggregate)	05-0356994
RI Health & Educational Building Corp.	February 1, 2006		
Financial Advisory Services		\$411,322.94 (aggregate)	52-1300173
Continuing Disclosure Services		\$1,000.00 (aggregate)	52-1300173
RI Student Loan Authority	February 25, 2008		
Financial Advisory Services		\$102,077.08 (aggregate)	05-0395355
RI Resource Recovery Corporation**			
Arbitrage Rebate Services*	April 21, 2003	\$4,000.00 (aggregate)	05-0366883
Continuing Disclosure Services	May 15, 2003	\$1,100.00 (aggregate)	05-0366883
Rhode Island Turnpike & Bridge Authority	November 20, 2009		
Financial Advisory Services		\$98,750.00 (aggregate)	05-0304384
Tobacco Settlement Financing Corporation			
Arbitrage Rebate Services*		\$4,020.00 (aggregate)	36-4499925
Total Gross Amount:		\$1,825,383.91	

* Contract with affiliate First Southwest Asset Management, Inc.

** Contract with FSC Disclosure Services, A Division of First Southwest Company



GTECH[®]
Architects of Gaming

BOARD OF ELECTIONS
10 AUG 10 AM 10:14

GTECH Center
10 Memorial Boulevard
Providence, Rhode Island
02903
Telephone 401 392-1000
Fax 401 392-0391

By Certified Mail, Return Receipt Requested

August 6, 2010

Rhode Island Board of Elections
Campaign Finance Division
50 Branch Avenue
Providence, Rhode Island 02904

Re: Affidavit of State Vendor – GTECH Printing Corporation

Dear Sir/Madam:

Attached please find an Affidavit of State Vendor, filed pursuant to Chapter 17-27 of the General Laws of Rhode Island.

Thank you very much.

Sincerely yours,

Denise M. Ogilvie
Assistant General Counsel

RHODE ISLAND
BOARD OF ELECTIONS
10 AUG 10 AM 10:14

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

BOARD OF ELECTIONS

CAMPAIGN FINANCE DIVISION

50 Branch Avenue, Providence, Rhode Island 02904

TEL: (401)277-2056 [TDD: 277-2239]

RHODE ISLAND BOARD OF ELECTIONS

10 JUL 30 AM 10:02

AFFIDAVIT OF STATE VENDOR

UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND

Instructions:

Every person or business entity contracting with a state agency on or after July 27, 1993 to sell goods and services (contracting party) is deemed to be a "state vendor". Also deemed to be a "state vendor" is (a) a person having a 10% or greater ownership interest in such contracting party, or (b) a person who is an executive officer of such contracting party, or (c) a person who is the spouse or minor child of the contracting party, or of a person having such 10% or greater ownership interest, or of a person who is an executive officer of such contracting party (related parties).

This affidavit must be filed with the State Board of Elections, 50 Branch Avenue, Providence, Rhode Island 02904 by every state vendor in connection with any contract with a state agency to provide goods and/or services costing \$5000 or more. If the contract is in writing, this affidavit must be filed within 60 days after the contract is executed and MUST BE ACCOMPANIED BY A COPY OF THE CONTRACT, OR A WRITTEN SUMMARY THEREOF. If the contract is not in writing, then the affidavit must be filed within 60 days from the date when the state vendor is first notified that the \$5000 threshold has been reached. However, Chapter 17-27 and the Regulations adopted thereunder, permit semi-annual filings of affidavits under certain circumstances.

Every person or business entity qualifying as a state vendor (either as the contracting party or as a related party) and providing goods and services at a cost of \$5000 or more shall be responsible for filing this affidavit. A state vendor who is a contracting party must file this affidavit when the \$5000 threshold has been reached, even if no reportable political contributions have been made either by the contracting party or a related party. A state vendor who is a related party must file this affidavit only when a reportable political contribution has been made by such related party, and then, only if such contribution has not been included in an affidavit filed by the contracting party. A reportable political contribution is defined in question #16. The affidavit, when filed, will be a public document.

The Board of Elections is empowered to impose civil penalties for violations of Chapter 17-27.

The attention of state vendors is directed to the Regulations adopted by the Board of Elections in connection with the preparation and filing of this affidavit which are on file at the offices of both the Board of Elections and the Secretary of State.

Statement Under Oath or Affirmation

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information:

1. Name, address and telephone number of person making this affidavit.

Nancy Sherman for George Sherman Sand & Gravel Co., Inc.

NAME OF PERSON MAKING THIS AFFIDAVIT

881 Curtis Corner Rd, Wakefield, RI 02879

ADDRESS

(401) 789-6304

TELEPHONE NUMBER

2. What is the date of execution of the written contract requiring the filing of this affidavit? [Such contract must be filed with this affidavit.]

various DATE

3. If the contract requiring the filing of this affidavit is not in writing, when were you first notified that the contract had reached the \$5000 threshold?

DATE

4. If the contract requiring the filing of this affidavit is not in writing, describe the goods and/or services to be provided, the state agency involved, and the term or duration of such contract. If the term is indefinite, so state.

5. Is this affidavit made by you as an individual or on behalf of a business entity? Individual ___ On Behalf of Business Entity X

6. If on behalf of a business entity, what is the name and nature of the business entity?

Name of Business Entity George Sherman Sand & Gravel Co., Inc.

FEIN #050348785

(Check One:) Corporation X Partnership ___ Sole Proprietorship ___ Other Business Entity ___

7. If "other business entity" is checked above, what is the nature of such business entity?

8. Are you a state vendor because you are the contracting party in a contract with a state agency? YES X NO ___

9. If yes, what is the name of state agency to which you are providing goods and/or services?

Department of Transportation, Department of Enviromental Management

10. If the answer to question 8 is "no", are you a state vendor because you are related to a contracting party? YES ___ NO ___

11. If answer to question 10 is "yes", what is the nature of your relationship with the contracting party?

(a) 10% or greater ownership interest in contracting party ___
(b) executive officer of contracting party ___

(c) spouse or minor child of contracting party, or of 10% or greater owner, or of executive officer ___

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
BOARD OF ELECTIONS

CAMPAIGN FINANCE DIVISION

50 Branch Avenue, Providence, Rhode Island 02904
TEL. (401)277-2056 [TDD: 277-2239]

NOTICE AND CERTIFICATION OF STATE VENDOR
FOR RELIEF FROM MULTIPLE FILINGS

The undersigned certifies to the State Board of Elections under Section 17-27-3 of the General Laws of Rhode Island that it has reasonable cause to believe that for the calendar year 199 , it will be required to file two or more affidavits, and that this notice and certification is being filed for the purpose of permitting the undersigned to report on a semi-annual basis to the State Board of Elections for the aforementioned calendar year.

George Sherman Sand & Gravel Co., Inc.

State Vendor

6-3-03

Date

NOTE:

State vendors are permitted to file semi-annual reports with the Board of Elections if they reasonably believe that they otherwise would be required to file multiple reports within any single calendar year. In order to avail themselves of this opportunity, state vendors are required to file this Notice and Certification with the State Board of Elections for each calendar year no later than the date by which the first report to the Board of Elections for such calendar year would otherwise be due, i.e. 60 days from the date of execution of a contract with a state agency or in the case of unwritten contracts, within 60 days after the state vendor is first notified that the contract has reached the \$5000 reporting threshold.

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

BOARD OF ELECTIONS
CAMPAIGN FINANCE DIVISION
50 Branch Avenue, Providence, Rhode Island 02904

RHODE ISLAND BOARD OF ELECTIONS

TEL. (401) 222-2056 [TDD: 222-2239]

10 AUG 10 AM 10:14

AFFIDAVIT OF STATE VENDOR
UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND

Instructions:

Every person or business entity contracting with a state agency on or after July 27, 1993 to sell goods and services (contracting party) is deemed to be a "state vendor". Also deemed to be a "state vendor" is (a) a person having a 10% or greater ownership interest in such contracting party, or (b) a person who is an executive officer of such contracting party, or (c) a person who is the spouse or minor child of the contracting party, or of a person having such 10% or greater ownership interest, or of a person who is an executive officer of such contracting party (related parties).

This affidavit must be filed with the State Board of Elections, 50 Branch Avenue, Providence, Rhode Island 02904 by every state vendor in connection with any contract with a state agency to provide goods and/or services costing \$5000 or more. If the contract is in writing this affidavit must be filed within 60 days after the contract is executed and MUST BE ACCOMPANIED BY A COPY OF THE CONTRACT OR A WRITTEN SUMMARY THEREOF. If the contract is not in writing, then the affidavit must be filed within 60 days from the date when the state vendor is first notified that the \$5000 threshold has been reached. However, Chapter 17-27 and the Regulations adopted thereunder permit semi-annual filings of affidavits under certain circumstances.

Every person or business entity qualifying as a state vendor (either as the contracting party or as a related party) and providing goods and services at a cost of \$5000 or more shall be responsible for filing this affidavit. A state vendor who is a contracting party must file this affidavit when the \$5000 threshold has been reached, even if no reportable political contributions have been made either by the contracting party or a related party. A state vendor who is a related party must file this affidavit only when a reportable political contribution has been made by such related party, and then, only if such contribution has not been included in an affidavit filed by the contracting party. A reportable political contribution is defined in question #16. The affidavit, when filed, will be a public document.

The Board of Elections is empowered to impose civil penalties for violations of Chapter 17-27.

The attention of state vendors is directed to the Regulations adopted by the Board of Elections in connection with the preparation and filing of this affidavit which are on file at the offices of both the Board of Elections and the Secretary of State.

Statement Under Oath or Affirmation

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information:

1. Name, address and telephone number of person making this affidavit.

Denise M. Ogilvie
NAME OF PERSON MAKING THIS AFFIDAVIT
c/o GTECH Corporation, 10 Memorial Blvd., Providence, RI 02903
ADDRESS
401-392-7477
TELEPHONE NUMBER

2. What is the date of execution of the written contract requiring the filing of this affidavit? [Such contract must be filed with this affidavit.] 6/7/2010
See Attachment A DATE
3. If the contract requiring the filing of this affidavit is not in writing, when were you first notified that the contract had reached the \$5000 threshold? N/A
DATE
4. If the contract requiring the filing of this affidavit is not in writing, describe the goods and/or services to be provided, the state agency involved, and the term or duration of such contract. If the term is indefinite, so state. N/A

5. Is this affidavit made by you as an individual or on behalf of a business entity? Individual ___ On Behalf of Business Entity [X]

6. If on behalf of a business entity, what is the name and nature of the business entity?
Name of Business Entity GTECH Printing Corporation FEIN # 20-5698605
(Check One:) Corporation [X] Partnership ___ Sole Proprietorship ___ Other Business Entity ___

7. If "other business entity" is checked above, what is the nature of such business entity?
N/A

8. Are you a state vendor because you are the contracting party in a contract with a state agency? YES [X] NO ___

9. If yes, what is the name of state agency to which you are providing goods and/or services?
Rhode Island Division of Lotteries

10. If the answer to question 8 is "no", are you a state vendor because you are related to a contracting party? YES ___ NO ___

11. If answer to question 10 is "yes", what is the nature of your relationship with the contracting party?

(a) 10% or greater ownership interest in contracting party ___ (b) executive officer of contracting party ___ (c) spouse or minor child of contracting party, or of 10% or greater owner, or of executive officer ___

If you are a related party, provide the name and address of the contracting party and the state agency involved in such contract.

Name of Contracting Party N/A

Address RHODE ISLAND BOARD OF ELECTIONS

State Agency 10 AUG 10 AM 10:14

If you are the contracting party, have you surveyed all related parties and does this affidavit contain all reportable political contributions made by such related parties? YES X NO
Except for Spouses and minor children

If the answer to question 13 is "no", have you notified all such related parties of the requirements of the law and of their obligation to file this affidavit if they have made reportable political contributions? N/A YES NO

If the answer to question 14 is "yes", provide the names and addresses of related parties who might be required to file this affidavit and the nature of such relationship.

<u>Name</u>	<u>Address</u>	<u>Relationship to Contracting Party</u>
<u>N/A</u>		

Within the 24 month period preceding the date of the contract with the state agency; or with respect to contracts that are not in writing, within the 24 month period preceding the date of notification that the contract has reached the \$5000 threshold, have you contributed an aggregate amount of more than \$250 within a calendar year to any R.I. general officer, candidate for R.I. general office, or any R.I. political party? DO NOT INCLUDE ANY CONTRIBUTIONS MADE PRIOR TO OCTOBER 2, 1993 (Includes an individual contracting party, or a business entity on behalf of a related party, or a related party reporting on his/her own behalf.) NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period. YES X NO

[If you checked "NO" above, do not attach a copy of the state contract, or written summary, and do not complete question #17]

If the answer to question 16 is "yes", provide the name of the general officer, candidate for general office or political party and the date and amount of each such contribution. DO NOT INCLUDE CONTRIBUTIONS MADE PRIOR TO OCTOBER 2, 1993. List all contributions even if reported on a previously filed affidavit. However, please indicate the previously reported contributions by the letter "PR" following the date of the contribution listed below. [If additional sheets are required, please attach them to this affidavit.]

<u>Name of General Officer, Candidate for General Office, or Political Party</u>	<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Name of Contributor</u>	<u>Relationship to Contracting Party</u>
--	-----------------------------	-------------------------------	----------------------------	--

See Attachment B

What is the total gross amount, in dollars, of contracts entered into during said preceding 24 month period between the contracting party and ALL state agencies? Include all contracts regardless of amount. DO NOT INCLUDE CONTRACTS ENTERED INTO PRIOR TO JULY 27, 1993 OR THOSE WHICH HAVE REACHED THE \$5000 THRESHOLD PRIOR TO OCTOBER 2, 1993. If you are filing this affidavit as a party related to the contracting party and do not have knowledge of the information required by this question, please so state. NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report the total gross amount, in dollars, of contracts entered into from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period.

<u>State Agency</u>	<u>Date of Contract</u>	<u>Amount of Contract</u>	<u>Fein #</u>	<u>P.O.#</u>
Division of Lotteries	Executed 9/21/07	Approx. \$1m over 3 year term	Unknown	N/A
Division of Lotteries	6/7/10	Approx. \$240,000	Unknown	N/A

TOTAL GROSS AMOUNT: \$ Approx. \$1,240,000

Denise M. Ogilvie
Signature of Person Making the Affidavit

Subscribed and sworn to or affirmed before me, an officer authorized to administer oaths in the jurisdiction where this affidavit was made, on this 6th day of August, ~~20~~ 2010

Patricia E. Robinson
Signature of Notary or Other Person Authorized to Administer Oaths

PATRICIA E. ROBINSON
Printed Name of Notary or Other Person Authorized to Administer Oaths

INSTANT TICKET AGREEMENT EXTENSION
GTECH PRINTING CORPORATION
JULY 1, 2010 - JUNE 30, 2011

RHODE ISLAND
BOARD OF ELECTIONS

10 AUG 10 AM 10:14

WHEREAS the Rhode Island Division of Lotteries (Division) and GTECH Printing Corporation (GPC) have entered into an Agreement effective July 1, 2007; and

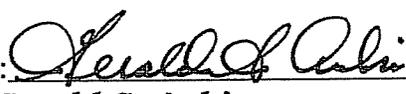
WHEREAS said Agreement was for an initial term of three (3) years; and

WHEREAS said Agreement may be extended annually, at the Division's discretion, for up to three (3) one (1) year terms;

NOW THEREFORE the Division hereby exercises its option under said Agreement to extend for one (1) year, under the same terms and conditions as the initial years, said extension to commence July 1, 2010 and terminate June 30, 2011.

Division of Lotteries

GTECH Printing Corporation

By: 
Gerald S. Aubin
Director

By: 
Ross Dalton
President

Date: 6/4/10

Date: 6/7/10

RHODE ISLAND
BOARD OF ELECTIONS

10 AUG 10 AM 10:11
ATTACHMENT B

AFFIDAVIT OF STATE VENDOR

POLITICAL CONTRIBUTIONS MADE BY
EXECUTIVE OFFICERS OF GTECH PRINTING CORPORATION
AND ITS PARENT COMPANY, GTECH CORPORATION

Name of General Officer, Candidate for General Office, Member of General Assembly or Candidate for General Assembly, or Political Party	Date of Contribution	Amount of Contribution	Name of Contributor	Relationship to Contracting Party
Patrick Lynch	June 2008 (PR) *	\$500	Jay Gendron	Executive Officer
Patrick Lynch	June 2008 (PR)	\$1,000	Donald Sweitzer	Executive Officer
Patrick Lynch	June 2008 (PR)	\$500	Cornelia Laverty-O'Connor	Executive Officer
Erin Lynch	August 2008 (PR)	\$100	Jay Gendron	Executive Officer
Mary Ellen Goodwin	August 2008 (PR)	\$100	Alan Eland	Executive Officer
Mary Ellen Goodwin	August 2008 (PR)	\$100	Jay Gendron	Executive Officer
Mary Ellen Goodwin	August 2008 (PR)	\$100	Robert Vincent	Executive Officer
Mary Ellen Goodwin	August 2008 (PR)	\$100	Donald Sweitzer	Executive Officer
Erin Lynch	October 2008 (PR)	\$100	Jay Gendron	Executive Officer
Donald Carcieri	October 2008 (PR)	\$250	Robert Vincent	Executive Officer
Donald Carcieri	October 2008 (PR)	\$250	Michael Prescott	Executive Officer
William Murphy	November 2008 (PR)	\$500	Mrs. Sheri Sweitzer	Spouse of Donald Sweitzer, Executive Officer
William Murphy	November 2008 (PR)	\$250	Jay Gendron	Executive Officer
Patrick Lynch	November 2008 (PR)	\$250	Jay Gendron	Executive Officer
Frank Caprio	December 2008 (PR)	\$1,000	Donald Sweitzer	Executive Officer
Elizabeth Roberts	December 2008 (PR)	\$1,000	Donald Sweitzer	Executive Officer
Elizabeth Roberts	December 2008 (PR)	\$1,000	Mrs. Sheri Sweitzer	Spouse of Donald Sweitzer, Executive Officer

Name of General Officer, Candidate for General Office, Member of General Assembly or Candidate for General Assembly, or Political Party	Date of Contribution	Amount of Contribution	Name of Contributor	Relationship to Contracting Party
Patrick Lynch	December 2008 (PR)	\$250	Jay Gendron	Executive Officer
William Murphy	January 2009 (PR)	\$250	Robert Vincent	Executive Officer
William Murphy	January 2009 (PR)	\$200	Jay Gendron	Executive Officer
William Murphy	March 2009 (PR)	\$1,000	Scott Gunn	Executive Officer
William Murphy	March 2009 (PR)	\$750	Robert Vincent	Executive Officer
William Murphy	March 2009 (PR)	\$1,000	Jaymin Patel	Executive Officer
William Murphy	March 2009 (PR)	\$1,000	Alan Eland	Executive Officer
William Murphy	March 2009 (PR)	\$500	Michael Prescott	Executive Officer
William Murphy	March 2009 (PR)	\$500	Lavaz Watson	Executive Officer
William Murphy	March 2009 (PR)	\$250	Jay Gendron	Executive Officer
Teresa Paiva Weed	April 2009 (PR)	\$250	Robert Vincent	Executive Officer
Steve M. Costantino	April 2009 (PR)	\$125	Jay Gendron	Executive Officer
James E. Doyle	June 2009 (PR)	\$100	Jay Gendron	Executive Officer
Patrick Lynch	June 2009 (PR)	\$1,000	Michael Prescott	Executive Officer
Joseph Fernandez	June 2009 (PR)	\$150	Michael Prescott	Executive Officer
Patrick Lynch	June 2009 (PR)	\$500	Scott Gunn	Executive Officer
Patrick Lynch	June 2009 (PR)	\$250	Robert Vincent	Executive Officer
Patrick Lynch	June 2009 (PR)	\$250	Alan Eland	Executive Officer
Patrick Lynch	June 2009 (PR)	\$250	Jay Gendron	Executive Officer
Lincoln Chafee	September 2009 (PR)	\$500	Robert Vincent	Executive Officer
Lincoln Chafee	November 2009 (PR)	\$1,000	Scott Gunn	Executive Officer
Lincoln Chafee	November 2009 (PR)	\$1,000	Mrs. Ashley Gunn	Spouse of Scott Gunn, Executive Officer
Patrick Lynch	November 2009 (PR)	\$350	Jay Gendron	Executive Officer
Lincoln Chafee	November 2009 (PR)	\$250	Jay Gendron	Executive Officer
Lincoln Chafee	November 2009 (PR)	\$250	Donald Reilly	Executive Officer
Lincoln Chafee	November 2009 (PR)	\$500	Robert Vincent	Executive Officer

Name of General Officer, Candidate for General Office, Member of General Assembly or Candidate for General Assembly, or Political Party	Date of Contribution	Amount of Contribution	Name of Contributor	Relationship to Contracting Party
Lincoln Chafee	November 2009 (PR)	\$1,000	Mrs. Grace Vincent	Spouse of Robert Vincent, Executive Officer
Lincoln Chafee	November 2009 (PR)	\$250	Cornelia Laverty O'Connor	Executive Officer
Lincoln Chafee	November 2009 (PR)	\$500	Jaymin Patel	Executive Officer
Lincoln Chafee	November 2009 (PR)	\$250	Sheri Southern	Executive Officer
Peter Kilmartin	November 2009 (PR)	\$250	Jay Gendron	Executive Officer
Patrick Lynch	November 2009 (PR)	\$500	Scott Gunn	Executive Officer
Frank Caprio	December 2009 (PR)	\$250	Jay Gendron	Executive Officer
Frank Caprio	December 2009 (PR)	\$100	Scott Gunn	Executive Officer
Frank Caprio	December 2009 (PR)	\$250	Robert Vincent	Executive Officer
Frank Caprio	December 2009 (PR)	\$500	Alan Eland	Executive Officer
Frank Caprio	December 2009 (PR)	\$250	Cornelia Laverty O'Connor	Executive Officer
Frank Caprio	December 2009 (PR)	\$1,000	Jaymin Patel	Executive Officer
Frank Caprio	December 2009 (PR)	\$500	Michael Prescott	Executive Officer
Frank Caprio	December 2009 (PR)	\$250	Lavaz Watson	Executive Officer
Patrick Lynch	December 2009 (PR)	\$400	Jay Gendron	Executive Officer
Gina Raimondo	December 2009 (PR)	\$250	Sheri Southern	Executive Officer
Moderate Party of Rhode Island	December 2009 (PR)	\$250	Matthew Cedor	Executive Officer
Elizabeth Roberts	January 2010	\$500	Jaymin Patel	Executive Officer
Gordon Fox	January 2010	\$200	Jay Gendron	Executive Officer
Gordon Fox	March 2010	\$250	Jay Gendron	Executive Officer
Gordon Fox	March 2010	\$1,000	Jaymin Patel	Executive Officer
Gordon Fox	March 2010	\$1,000	Scott Gunn	Executive Officer
Gordon Fox	March 2010	\$500	Michael Prescott	Executive Officer
Gordon Fox	March 2010	\$500	Alan Eland	Executive Officer
Steven Costantino	March 2010	\$250	Jay Gendron	Executive Officer
William Lynch	March 2010	\$500	Jay Gendron	Executive Officer
Peter Kilmartin	March 2010	\$250	Jay Gendron	Executive Officer
Patrick Lynch	March 2010	\$250	Jay Gendron	Executive Officer
Patrick Lynch	March 2010	\$1,000	Scott Gunn	Executive Officer

Name of General Officer, Candidate for General Office, Member of General Assembly or Candidate for General Assembly, or Political Party	Date of Contribution	Amount of Contribution	Name of Contributor	Relationship to Contracting Party
Joseph Fernandez	March 2010	\$150	Michael Prescott	Executive Officer
Joseph Fernandez	March 2010	\$1,000	Robert Vincent	Executive Officer
John F. McBurney, III	April 2010	\$100	Jay Gendron	Executive Officer
James E. Doyle, II	April 2010	\$100	Jay Gendron	Executive Officer
Senate Leadership Fund	April 2010	\$250	Jay Gendron	Executive Officer
Senate Leadership Fund	April 2010	\$500	Scott Gunn	Executive Officer
Senate Leadership Fund	April 2010	\$500	Robert Vincent	Executive Officer
Senate Leadership Fund	April 2010	\$250	Alan Eland	Executive Officer
Lincoln Chafee	April 2010	\$250	Jay Gendron	Executive Officer
Lincoln Chafee	April 2010	\$500	Jaymin Patel	Executive Officer
Lincoln Chafee	April 2010	\$1,000	Scott Gunn	Executive Officer
Lincoln Chafee	April 2010	\$1,000	Mrs. Ashley Gunn	Spouse of Scott Gunn, Executive Officer
Lincoln Chafee	April 2010	\$250	Michael Prescott	Executive Officer
Lincoln Chafee	April 2010	\$500	Alan Eland	Executive Officer
Lincoln Chafee	April 2010	\$1,000	Robert Vincent	Executive Officer
Lincoln Chafee	April 2010	\$1,000	Mrs. Grace Vincent	Spouse of Robert Vincent, Executive Officer
Lincoln Chafee	April 2010	\$250	Donald Reilly	Executive Officer
Lincoln Chafee	April 2010	\$250	Matthew Whalen	Executive Officer
Lincoln Chafee	April 2010	\$500	Ross Dalton	Executive Officer
Lincoln Chafee	April 2010	\$250	Cornelia Laverty O'Connor	Executive Officer
Steven Costantino	April 2010	\$250	Jay Gendron	Executive Officer
Steven Costantino	June 2010	\$500	Robert Vincent	Executive Officer

* "PR" refers to contributions previously disclosed in a prior Affidavit of State Vendor filed by GTECH Printing Corporation or GTECH Corporation.

State of Rhode Island and Providence Plantations
BOARD of ELECTIONS
CAMPAIGN FINANCE DIVISION
 50 Branch Avenue, Providence Rhode Island 02904
 TEL (401) 222-2345

RHODE ISLAND
 BOARD OF ELECTIONS
 11 APR 25 AM 10:19

AFFIDAVIT OF STATE VENDOR
 UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND

Statement Under Oath of Affirmation

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information

1. Name, address and telephone number of person making this affidavit

MRS. Wendi Monahan
 Name of Person Making this Affidavit
404 Wyman Street
 Address1

Address2
Waltham, MA 02454
 City State Zip
781 895-2714
 Phone

2. Within the 24 month period preceding the date of the contract with the state agency, or with respect to the contracts that are not in writing within the 24 month period preceding the date of notification that the contract has reached the \$5000 threshold, have you contributed an aggregate amount of more than \$250 within a calendar year to any R.I. general officer, candidate for R.I. general office, any member of the general assembly or candidate for general assembly, or any R.I. political party? (includes an individual contracting party, or business entity on behalf of a related party, or a related party reporting on his/her own behalf) NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period.
 Yes No

3. If the answer to question 2 is "yes", provide the name of the R.I. general officer, candidate for R.I. general office, member of the general assembly or candidate for general assembly, or R.I. political party and the date and the amount of each contribution. List all contributions even if reported on a previously filed affidavit. However please indicate the previously reported contributions by the letter "PR" following the date of the contribution listed below.

Name of Officer, Candidate or Political Party	Date of Contribution	Amount of Contribution	Name of Contributor	Relationship to Contracting Party
Elizabeth Roberts	06/29/2010	500.00	Wendy Bowen	Wife of IBM Executive
Gina Raimondo	09/30/2010	500.00	Wendy Bowen	Wife of IBM Executive

4. What is the date of execution of the written contract requiring filing of this affidavit
 [Such contract must be filed with this affidavit] 02/12/2010
06/14/2010

5. If the contract requiring the filing of this affidavit is not in writing, when were you first notified that the contract had reached the \$5000 threshold?

6. If the contract requiring the filing of this affidavit is not in writing, describe the goods and/or services to be provided, the state agency involved, and the term or duration of such contract. If the term is indefinite, so state.

Agency Goods / Services Contract Expire Date

7. Is this affidavit made by you as an individual or on behalf of a business entity? Individual Business Entity

8. If on behalf of a business entity, what is the name and nature of the business entity?

International Business Machines Corporation 13-0871985
 Business Name FEIN#
 Corporation Partnership Sole Proprietorship Other Business Entity

9. If "Other Business Entity" is checked above what is the nature of such business entity?

10. Are you a state vendor because you are the contracting party in a contract with a state Yes No

11. If yes, what is the name of the state agency to which you are providing goods and/or services? Dept of IT

12. If the answer to question 10 is "no", are you a state vendor because you are related to a contracting Yes No

13. If the answer to question 12 is "yes", what is the nature of your relationship with the contracting party?

14. If you are a related party, provide the name and address of the contracting party and the state agency involved in such contract.

Name of Contracting Party State Agency

Address1

Address2

City State Zip

15. If you are the contracting party, have you surveyed all related parties and does this affidavit contain all reportable political contributions made by such related parties? Yes No

16. If the answer to question 15 is "no", have you notified all such parties of the requirements of the law and of their obligation to file this affidavit if they have made reportable political contributions? Yes No

17. If the answer to question 16 is "yes", provide the names and addresses of related parties who might be required to file this affidavit and the nature of such relationship.

Name Address Relationship

18. What is the total gross amount in dollars, of contracts entered into during the said preceding 24 month period between the contracting period and ALL state agencies? Include all contracts regardless of amount. If you are filing this affidavit as a party related to the contracting party and do not have knowledge of the information required by this question, please so state by marking "Yes." NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period. Yes No

State Agency	Date of Contract	Amount of Contract	FEIN #	P.O. #
JD RI Supreme Court	09/12/2008	2,644,147.10	13-0871985	3103090
Dept of IT	07/01/2009	246,380.00	13-0871985	3182741-2
RI State Courts	12/31/2009	705,002.06	13-0871985	Multiple POs
Dept of IT MPA-345	02/12/2010	0.00	13-0871985	Multiple POs
Dept of IT MPA-230	06/14/2010	0.00	13-0871985	Multiple POs
Total Gross Amount:		3,595,529.16		

State of: MASSACHUSETTS
County of: PLYMOUTH

Wendy Monahan
Signature of Person making the Affidavit

Subscribed and sworn to or Affirmed before me, an official authorized to administer oaths in the jurisdiction where this affidavit was made, on this

22nd day of APRIL 2011

Leonard P. Freed
Signature of Notary or Other Person Authorized to Administer Oaths



LEONARD P. FREED
Notary Public
Commonwealth of Massachusetts
My Commission Expires December 3, 2015

Leonard P. Freed
Printed Name of Notary or Other Person Authorized to Administer Oaths



404 Wyman Street
Waltham, MA 02454

April 21, 2011

State of Rhode Island Board of Elections
Campaign Finance Division
50 Branch Avenue
Providence, RI 02904

To Whom It May Concern:

This note serves to address question 4 of the affidavit and clarify IBM's response to question 18 of the affidavit. With respect to question 4 of the affidavit, both contracts awarded to IBM below were issued by the State of Rhode Island in 2008 and amended in 2010. With respect to question 18, although there is no dollar amount associated with MPA-345 and MPA-230, below are the amounts IBM has received through purchase orders for products associated with the aforementioned contracts.

MPA-345 COMPUTER HARDWARE - IBM

Award Number: 3071690
Effective Period: March 1, 2008 - October 31, 2014
Amendment Date: February 12, 2010
Original Award Date: February 14, 2008
Vendor#: 13910
IBM Hardware Purchased by State of RI in 2008: \$128,509
IBM Hardware Purchased by State of RI in 2009: \$628,394
IBM Hardware Purchased by State of RI in 2010: \$3,152

MPA-230 COMPUTER TECHNICAL SUPPORT SERVICES - HEALTH

Award Number: 3088837
Effective Period: July 1, 2008 - June 30, 2011
Amendment Date: June 14, 2010
Original Award Date: June 19, 2008
Vendor#: 13910
IBM Maintenance/Services Purchased by State of RI in 2008: \$487,595
IBM Maintenance/Services Purchased by State of RI in 2009: \$464,901
IBM Maintenance/Services Purchased by State of RI in 2010: \$408,249

Please contact IBM if copies of the contracts or if further clarification is needed.

Sincerely,

Wendi K. Monahan
Client Unit Executive
IBM Corporation

TEL 401 | 831 | 2900

FAX 401 | 331 | 7123

E-MAIL info@kprlaw.com

WEB www.kprlaw.com

THE REMINGTON BUILDING
91 FRIENDSHIP STREET
PROVIDENCE, RHODE ISLAND 02903

Kiernan, Plunkett & Redihan LLP, *Attorneys at Law*

RHODE ISLAND
BOARD OF ELECTIONS
10 JUN 30 AM 9:38

June 28, 2010

Board of Elections
Campaign Finance Division
50 Branch Avenue
Providence, RI 02904

Re: Kiernan, Plunkett & Redihan

Dear Sir/Madam:

Enclosed please find our Affidavit of State Vendor. If you require any further information, please advise.

Very truly yours,



Thomas C. Plunkett

TCP:SH
Enclosure

Email: tplunkett@kprlaw.com

Leonard A. Kiernan, Jr. | Thomas C. Plunkett | Charles N. Redihan, Jr. | Michael S. Kiernan | Eric B. DiMario+
Of Counsel: Michael R. Calise | Robert N. Huseby | Gary J. Mena+ | Robert D. Valvo
John A. DeSano (1956-2008) | Edward J. Plunkett (1940-1991)

+Also admitted Massachusetts

State of Rhode Island and Providence Plantations
BOARD of ELECTIONS
CAMPAIGN FINANCE DIVISION
 50 Branch Avenue, Providence Rhode Island 02904
 TEL (401) 222-2345

AFFIDAVIT OF STATE VENDOR
 UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND

Statement Under Oath of Affirmation

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information

1. Name, address and telephone number of person making this affidavit

MR. Thomas C. Plunkett
 Name of Person Making this Affidavit
10 Pricewood Drive
 Address1

Address2
East Greenwich, RI 02818
 City State Zip
401 885-2868
 Phone

2. Within the 24 month period preceding the date of the contract with the state agency, or with respect to the contracts that are not in writing within the 24 month period preceding the date of notification that the contract has reached the \$5000 threshold, have you contributed an aggregate amount of more than \$250 within a calendar year to any R.I. general officer, candidate for R.I. general office, any member of the general assembly or candidate for general assembly, or any R.I. political party? (includes an individual contracting party, or business entity on behalf of a related party, or a related party reporting on his/her own behalf) NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period.

Yes No

3. If the answer to question 2 is "yes", provide the name of the R.I. general officer, candidate for R.I. general office, member of the general assembly or candidate for general assembly, or R.I. political party and the date and the amount of each contribution. List all contributions even if reported on a previously filed affidavit. However please indicate the previously reported contributions by the letter "PR" following the date of the contribution listed below.

Name of Officer, Candidate or Political Party	Date of Contribution	Amount of Contribution	Name of Contributor	Relationship to Contracting Party
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4. What is the date of execution of the written contract requiring filing of this affidavit
 [Such contract must be filed with this affidavit]

02/01/2010

5. If the contract requiring the filing of this affidavit is not in writing, when were you first notified that the contract had reached the \$5000 threshold?

n/a

6. If the contract requiring the filing of this affidavit is not in writing, describe the goods and/or services to be provided, the state agency involved, and the term or duration of such contract. If the term is indefinite, so state.

RI Housing Authority Legal Services
 Agency Goods / Services

Contract Expire Date

7. Is this affidavit made by you as an individual or on behalf of a business entity?

Individual

Business Entity

8. If on behalf of a business entity, what is the name and nature of the business entity?

Kiernan, Plunkett & Redihan 050404370
 Business Name FEIN#

Corporation Partnership Sole Proprietorship Other Business Entity

9. If "Other Business Entity" is checked above what is the nature of such business entity?

10. Are you a state vendor because you are the contracting party in a contract with a state Yes [] No []
11. If yes, what is the name of the state agency to which you are providing goods and/or R.I Housing
12. If the answer to question 10 is "no", are you a state vendor because you are related to a contracting Yes [] No []
13. If the answer to question 12 is "yes", what is the nature of your relationship with the contracting party?
Attorney for firm

14. If you are a related party, provide the name and address of the contracting party and the state agency involved in such contract.

Kiernan, Plunkett & Redihan Rhode Island Housing
 Name of Contracting Party State Agency
91 Friendship Street
 Address1

Address2
Providence RI 02903
 City State Zip

15. If you are the contracting party, have you surveyed all related parties and does this affidavit contain all reportable political contributions made by such related parties? Yes [] No []
16. If the answer to question 15 is "no", have you notified all such parties of the requirements of the law and of their obligation to file this affidavit if they have made reportable political contributions? Yes [] No []
17. If the answer to question 16 is "yes", provide the names and addresses of related parties who might be required to file this affidavit and the nature of such relationship.

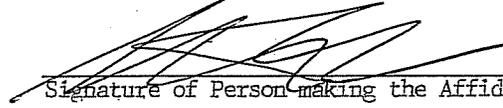
Name	Address	Relationship
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18. What is the total gross amount in dollars, of contracts entered into during the said preceding 24 month period between the contracting period and ALL state agencies? Include all contracts regardless of amount. If you are filing this affidavit as a party related to the contracting party and do not have knowledge of the information required by this question, please so state by marking "Yes." NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period. Yes [] No []

State Agency	Date of Contract	Amount of Contract	FEIN #	P.O. #
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Total Gross Amount:

State of:
 County of:


 Signature of Person making the Affidavit

Subscribed and sworn to or Affirmed before me, an official authorized to administer oaths in the jurisdiction where this affidavit was made, on this

29th day of June 20 10

 Signature of Notary or Other Person Authorized to Administer

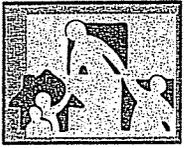
Mareen B. Fontneau
 Printed Name of Notary or Other Person Authorized to Administer Oaths

Thomas C. Plunkett

1.	02/04/09	Sen. Theresa Paiva-Weed	\$200.00
2.	02/16/09	Lt. Gov. Elizabeth Rogers	\$100.00
3.	03/29/09	East Greenwich Democratic Town Committee	\$ 60.00
4.	06/06/09	Sen. Michael Lenihan	\$ 75.00
5.	06/26/09	Gen Treasurer Frank Caprio	\$500.00
6.	08/27/09	Congressman James Langevin	\$275.00
7.	08/31/09	Atty General Patrick Lynch	\$500.00
8.	10/10/09	Congressman James Langevin	\$300.00
9.	10/26/09	East Greenwich Democratic Town Committee	\$100.00

Charles N. Redihan, Jr.

1.	03/12/09	Friends of Dan Connor	\$100.00
2.	06/26/09	Caprio Committee	\$500.00
3.	08/22/09	Langevin for Congress	\$300.00
4.	12/22/09	Caprio Committee	\$250.00
5.	12/28/09	John Fernandes for Atty General	\$400.00
6.	03/03/10	Roberts for Rhode Island	\$ 50.00
7.	04/27/10	Reed Committee	\$250.00



Rhode Island Housing
working together to bring you home

February 1, 2010

Robert N. Huseby, Esq.
Kiernan, Plunkett & Redihan
The Remington Building
91 Friendship Street
Providence, Rhode Island 02903

Re: Foreclosure/Bankruptcy Counsel
Engagement Letter

Dear Mr. Huseby:

This letter shall serve to summarize our understanding with regard to the engagement of the law firm of KIERNAN, PLUNKETT & REDIHAN ("Counsel") for the provision of legal services to Rhode Island Housing and Mortgage Finance Corporation ("Rhode Island Housing").

The engagement will involve representation of Rhode Island Housing on an as requested basis with regard to Homeownership program loans held by Rhode Island Housing that have defaulted. The terms of the engagement will be for one year commencing December 1, 2009 and ending November 30, 2010. Rhode Island Housing may renew this agreement for an additional one year term subject to funding availability.

Our agreement with respect to the engagement is as follows:

Foreclosures: Foreclosure representation shall include, but not be limited to: representation of the Corporation in the foreclosure of defaulted mortgages held by Rhode Island Housing; drafting of correspondence and notices as required by law or requested by Rhode Island Housing; co-ordination of advertisements and auctioneer services as required by law or requested by Rhode Island Housing; attendance at foreclosure sales; preparation of sales documents and deed; along with such other services as are necessary or desirable to accomplish the objectives of Rhode Island Housing.

Bankruptcy Representation: Bankruptcy representation shall include, but not be limited to: representation of Rhode Island Housing in the bankruptcy proceedings of mortgagors; attention to and completion of the following as necessary or advisable: 1) entry of appearance and filing of claims, 2) responses to notices, 3) attendance at debtor's §341 hearing, and 4) the filing of

petitions for relief from stay; along with such other representation as may be necessary or advisable.

Fees: Fees charged by Counsel shall be in compliance with those set forth by Fannie Mae in Announcement 08-19, dated August 6, 2008, and attached hereto as Exhibit A (as it may be amended from time to time).

Additionally the following fee schedule is provided for certain other services:

Evictions:	\$500.00
Auctioneers Fee:	\$150.00
Auctioneers Continuance Fee:	\$100.00

Counsel hereby agrees that it will not charge a continuance fee if the continuation request is timely.

In the event that representation in any particular matter results in an extraordinary expenditure of time, Counsel may, with the prior written consent of Rhode Island Housing, charge for additional work by attorneys at the rate of \$150.00 per hour for FY 2010 and not more than \$155.00 per hour for FY 2011. Counsel represents that the rate of compensation charged to Rhode Island Housing does not exceed the rate of compensation charged by Counsel to its preferred public or private clients.

Reimbursables: Counsel shall invoice at cost for reimbursable costs, included, but not limited to: copying, fax, long distance telephone, auctioneer charges not paid for by third parties, advertisements and mailing charges incurred in the provision of legal services to Rhode Island Housing.

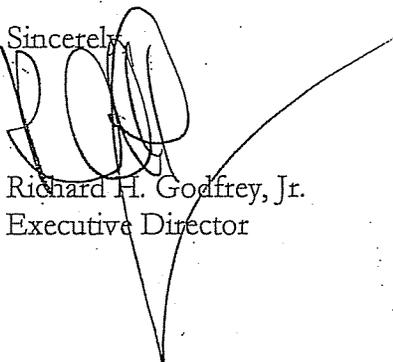
E-Verify: In accordance with Executive Order 08-01 (available at www.governor.ri.gov), Counsel certifies that it has registered and uses the federal E-Verify program established by the Department of Homeland Security in partnership with the Social Security Administration to verify and confirm that all new hires are authorized to work in the United States. Counsel agrees that it shall provide such documentation of its registration with and use of E-Verify as Rhode Island Housing may reasonably require.

Major State Decision-Maker: Except as set forth in an attachment to this agreement, Counsel represents and warrants that no "Major State Decision-maker", as defined in R.I.G.L. Section 42-6-1, nor the spouse or dependent child of such person, holds (i) a ten percent or greater equity interest, or (ii) a Five Thousand Dollar or greater cash interest in the firm. Counsel agrees promptly to notify Rhode Island Housing in the event that a Major State Decision-maker, or the spouse or dependent child of such person, acquires an interest as set forth above, and to deliver a copy of the annual financial disclosure required to be filed with the Rhode Island Ethics Commission.

Other terms: This agreement shall be construed in accordance with the laws of the State of Rhode Island. This agreement shall be binding upon and inure to the benefit of the parties and their respective administrators, legal representative, successors and assigns.

Once executed, this agreement constitutes the entire agreement of the parties with respect to matters involving the engagement of Counsel, the payment of fees in connection therewith, and supersedes any prior understanding or oral agreements between the parties respecting the engagement and may only be modified by written agreement of the parties.

Sincerely,



Richard H. Godfrey, Jr.
Executive Director

Agreed and Accepted this _____ day of February, 2010

By _____

(Name Printed), (Title)\

State of Rhode Island and Providence Plantations
BOARD of ELECTIONS
CAMPAIGN FINANCE DIVISION
50 Branch Avenue, Providence Rhode Island 02904
TEL (401) 222-2345

RHODE ISLAND
BOARD OF ELECTIONS
10 NOV 22 AM 10:41

AFFIDAVIT OF STATE VENDOR
UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND

Statement Under Oath of Affirmation

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information

1. Name, address and telephone number of person making this affidavit

MR. Joseph Pratt

Name of Person Making this Affidavit

295 Promenade Street

Address1

Address2

Providence, RI 02908

City State Zip

401 521-5980

Phone

2. Within the 24 month period preceding the date of the contract with the state agency, or with respect to the contracts that are not in writing within the 24 month period preceding the date of notification that the contract has reached the \$5000 threshold, have you contributed an aggregate amount of more than \$250 within a calendar year to any R.I. general officer, candidate for R.I. general office, any member of the general assembly or candidate for general assembly, or any R.I. political party? (includes an individual contracting party, or business entity on behalf of a related party, or a related party reporting on his/her own behalf) NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period.

Yes [] No []

3. If the answer to question 2 is "yes", provide the name of the R.I. general officer, candidate for R.I. general office, member of the general assembly or candidate for general assembly, or R.I. political party and the date and the amount of each contribution. List all contributions even if reported on a previously filed affidavit. However please indicate the previously reported contributions by the letter "PR" following the date of the contribution listed below. *See attached.*

Name of Officer, Candidate or Political Party	Date of Contribution	Amount of Contribution	Name of Contributor	Relationship to Contracting Party
---	----------------------	------------------------	---------------------	-----------------------------------

4. What is the date of execution of the written contract requiring filing of this affidavit
[Such contract must be filed with this affidavit]

08/06/2010

5. If the contract requiring the filing of this affidavit is not in writing,
when were you first notified that the contract had reached the \$5000 threshold?

6. If the contract requiring the filing of this affidavit is not in writing, describe the goods and/or services to be provided, the state agency involved, and the term or duration of such contract. If the term is indefinite, so state.

Agency	Goods / Services	Contract Expire Date
--------	------------------	----------------------

7. Is this affidavit made by you as an individual or on behalf of a business entity? Individual [] Business Entity [

8. If on behalf of a business entity, what is the name and nature of the business entity?

The Louis Berger Group, Inc

221966254

Business Name

FEIN#

Corporation [

Partnership [

Sole Proprietorship [

Other Business Entity [

9. If "Other Business Entity" is checked above what is the nature of such business entity?

10. Are you a state vendor because you are the contracting party in a contract with a state Yes [x] No []
11. If yes, what is the name of the state agency to which you are providing goods and/or Narragansett Bay Commission.
12. If the answer to question 10 is "no", are you a state vendor because you are related to a contracting Yes [] No []
13. If the answer to question 12 is "yes", what is the nature of your relationship with the contracting party?
14. If you are a related party, provide the name and address of the contracting party and the state agency involved in such contract.

Name of Contracting Party _____ State Agency _____

Address1 _____

Address2 _____

City _____ State _____ Zip _____

15. If you are the contracting party, have you surveyed all related parties and does this affidavit contain all reportable political contributions made by such related parties? Yes [x] No []
16. If the answer to question 15 is "no", have you notified all such parties of the requirements of the law and of their obligation to file this affidavit if they have made reportable political contributions? Yes [] No []
17. If the answer to question 16 is "yes", provide the names and addresses of related parties who might be required to file this affidavit and the nature of such relationship.

Name	Address	Relationship
------	---------	--------------

18. What is the total gross amount in dollars, of contracts entered into during the said preceding 24 month period between the contracting period and ALL state agencies? Include all contracts regardless of amount. If you are filing this affidavit as a party related to the contracting party and do not have knowledge of the information required by this question, please so state by marking "Yes." NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period. Yes [] No []

See attached

State Agency	Date of Contract	Amount of Contract	FEIN #	P.O. #
--------------	------------------	--------------------	--------	--------

Total Gross Amount:

State of: RI
 County of: Providence

Joseph Probst
 Signature of Person making the Affidavit

Subscribed and sworn to or Affirmed before me, an official authorized to administer oaths in the jurisdiction where this affidavit was made, on this

19th day of November 20 10

Elizabeth M. West
 Signature of Notary or Other Person Authorized to Administer

Elizabeth M. West
 Printed Name of Notary or Other Person Authorized to Administer Oaths

**ELIZABETH M. WEST
 NOTARY PUBLIC
 STATE OF RHODE ISLAND
 MY COMMISSION EXPIRES 9/22/2013**

Question 3
Detail

Name of Candidate	Date of Contribution	Amount of Contribution	Name of Contributor	Relationship to Contracting Party
Frank Caprio	Sep-10	\$500	D. James Stamatis	Corporate Officer

Question.18 detail

<u>State Agency</u>	<u>Date of Contract</u>	<u>Amount of Contract</u>	<u>FEIN#</u>	<u>PO#</u>
RIAC	6/6/2008	\$ 179,922.00	221966254	22207
RIAC	7/1/2008	\$ 28,213.00	221966254	19574
NBC	8/20/2008	\$ 734,335.00	221966254	337984
RIDEM	10/7/2008	\$ 14,450.00	221966254	MPA309-B06067
RIAC	10/8/2008	\$ 22,595.00	221966254	22720
RIDEM	12/9/2008	\$ 1,430.00	221966254	MPA309
RIDEM	1/9/2009	\$ 400.00	221966254	MPA309
RIAC	1/30/2009	\$ 35,595.00	221966254	22720
NBC	2/25/2009	\$ 4,894,849.00	221966254	337984
RIDEM	3/13/2009	\$ 111,291.00	221966254	MPA309
RIAC	3/16/2009	\$ 35,797.00	221966254	22720
RIAC	6/22/2009	\$ 7,876.70	221966254	22720
RIAC	7/1/2009	\$ 28,590.00	221966254	22720
RIAC	7/10/2009	\$ 12,124.89	221966254	22720
NBC	8/17/2009	\$ 250,000.00	221966254	325054
RIDEM	9/11/2009	\$ 298,548.00	221966254	MPA309
RIDEM	10/27/2009	\$ 33,250.00	221966254	MPA309
NBC	12/2/2009	\$ 168,867.06	221966254	346606
RIAC	12/28/2009	\$ 37,969.66	221966254	22720
RIAC	1/11/2010	\$ 9,709.13	221966254	22207
RIDEM	3/4/2010	\$ 9,943.00	221966254	MPA309
RIDEM	3/5/2010	\$ 115,550.00	221966254	MPA309
RIDEM	4/2/2010	\$ 30.00	221966254	MPA309
RIAC	4/5/2010	\$ 18,539.35	221966254	22720
RIAC	4/5/2010	\$ 10,862.27	221966254	22207
RIAC	5/3/2010	\$ 5,597.19	221966254	22207
RIAC	5/6/2010	\$ 208,577.07	221966254	23520-001
RIAC	6/1/2010	\$ 20,000.00	221966254	TBD
NBC	6/23/2010	\$ 488,555.00	221966254	337984
RIAC	7/1/2010	\$ 30,612.00	221966254	22720
RIDEM	7/28/2010	\$ 15,027.00	221966254	MPA309
RIDEM	8/2/2010	\$ 15,594.00	221966254	MPA309
NBC	8/6/2010	\$ 19,231,855.00	221966254	348644
NBC	8/12/2010	\$ 29,495.87	221966254	346606
RIDEM	8/24/2010	\$ 20,704.00	221966254	MPA309
NBC	9/23/2010	\$ 33,226.00	221966254	337984
RIDEM	9/29/2010	\$ 71,327.00	221966254	MPA309
RIDEM	10/13/2010	\$ 34,083.85	221966254	MPA309
RIAC	10/21/2010	\$ 3,505.04	221966254	22207
NBC	11/3/2010	\$ 12,572.64	221966254	346606

State of Rhode Island and Providence Plantations
BOARD of ELECTIONS
CAMPAIGN FINANCE DIVISION
50 Branch Avenue, Providence Rhode Island 02904
TEL (401) 222-2345

RHODE ISLAND
BOARD OF ELECTIONS

AFFIDAVIT OF STATE VENDOR 2011 MAR 23 AM 10:37
UNDER CHAPTER 17-27 OF THE GENERAL LAWS OF RHODE ISLAND

Statement Under Oath of Affirmation

The undersigned, upon oath or affirmation, does hereby make the following statements and provide the following information

1. Name, address and telephone number of person making this affidavit

MR. Robert G Padula

Name of Person Making this Affidavit

129 Liberty Road

Address1

Address2

Exeter, RI 02822

City State Zip

401 884-7800

Phone

2. Within the 24 month period preceding the date of the contract with the state agency, or with respect to the contracts that are not in writing within the 24 month period preceding the date of notification that the contract has reached the \$5000 threshold, have you contributed an aggregate amount of more than \$250 within a calendar year to any R.I. general officer, candidate for R.I. general office, any member of the general assembly or candidate for general assembly, or any R.I. political party? (includes an individual contracting party, or business entity on behalf of a related party, or a related party reporting on his/her own behalf) NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period.

Yes [x] No []

3. If the answer to question 2 is "yes", provide the name of the R.I. general officer, candidate for R.I. general office, member of the general assembly or candidate for general assembly, or R.I. political party and the date and the amount of each contribution. List all contributions even if reported on a previously filed affidavit. However please indicate the previously reported contributions by the letter "PR" following the date of the contribution listed below.

Name of Officer, Candidate or Political Party	Date of Contribution	Amount of Contribution	Name of Contributor	Relationship to Contracting Party
Frank T Caprio	12/23/2008	1,000.00	Mr. Robert G Padula	Principal of Broker of
Frank T Caprio	12/31/2009	1,000.00	Mr. Robert G Padula	Principal of Broker of
Frank T. Caprio	06/30/2010	1,000.00	Mr. Robert G Padula	Principal of Broker of
Lincoln D Chafee	06/17/2009	150.00	Mr. Robert G Padula	Principal of Broker of
Lincoln D Chafee	04/02/2010	250.00	Mr. Robert G. Padula	Principal of Broker of

4. What is the date of execution of the written contract requiring filing of this affidavit
[Such contract must be filed with this affidavit]

07/31/2010

5. If the contract requiring the filing of this affidavit is not in writing,
when were you first notified that the contract had reached the \$5000 threshold?

6. If the contract requiring the filing of this affidavit is not in writing, describe the goods and/or services to be provided, the state agency involved, and the term or duration of such contract. If the term is indefinite, so state.

Agency

Goods / Services

Contract Expire Date

7. Is this affidavit made by you as an individual or on behalf of a business entity? Individual Business Entity

8. If on behalf of a business entity, what is the name and nature of the business entity?

Gencorp Insurance Group, Inc. 05-0466036
Business Name FEIN#

Corporation Partnership Sole Proprietorship Other Business Entity

9. If "Other Business Entity" is checked above what is the nature of such business entity?

Insurance Agency

10. Are you a state vendor because you are the contracting party in a contract with a state Yes No

11. If yes, what is the name of the state agency to which you are providing goods and/or services?

12. If the answer to question 10 is "no", are you a state vendor because you are related to a contracting Yes No

13. If the answer to question 12 is "yes", what is the nature of your relationship with the contracting party?

Gencorp is an insurance broker AGCS Insurance Co. Gencorp acted as a broker between AGCS and the RI

14. If you are a related party, provide the name and address of the contracting party and the state agency involved in such contract.

Allianz/AGCS Insurance Company The Rhode Island Lottery
Name of Contracting Party State Agency

260 Franklin Street
Address1

Suite 700
Address2

Boston MA 02110
City State Zip

Boston
City

MA 02110
State Zip

MA 02110
State Zip

15. If you are the contracting party, have you surveyed all related parties and does this affidavit contain all reportable political contributions made by such related parties? Yes No

16. If the answer to question 15 is "no", have you notified all such parties of the requirements of the law and of their obligation to file this affidavit if they have made reportable political contributions? Yes No

17. If the answer to question 16 is "yes", provide the names and addresses of related parties who might be required to file this affidavit and the nature of such relationship.

Name Address Relationship

18. What is the total gross amount in dollars, of contracts entered into during the said preceding 24 month period between the contracting period and ALL state agencies? Include all contracts regardless of amount. If you are filing this affidavit as a party related to the contracting party and do not have knowledge of the information required by this question, please so state by marking "Yes." NOTE: If this is a semi-annual filing (i.e. January 1 to June 30 or July 1 to December 31), you must report contributions made from the date of execution of the last contract entered into during such semi-annual period to the date which is 24 months prior to the first day of the same semi-annual period. Yes No

State Agency Date of Contract Amount of Contract FEIN # P.O. #

Total Gross Amount:

State of: RI
County of: Kent

[Signature]
Signature of Person making the Affidavit

Subscribed and sworn to or Affirmed before me, an official authorized to administer oaths in the jurisdiction where this affidavit was made, on this 21st day of March 2011

[Signature]
Signature of Notary or Other Person Authorized to Administer Oaths

Anne R. Nicoll My Commission expires: 7/31/2011
Printed Name of Notary or Other Person Authorized to Administer Oaths

Reference #: 100928-376
Date: 9/28/2010
Center: Customer
Name: The Rhode Island Lottery
File Name:
Description: Allianz XS Prop 7/31/10-11
Index 1:
Index 2:
Doc Type: Policy



Allianz Global Corporate & Specialty®

POLICY NUMBER
MXI93021872

Transaction Type
New

Coverage for policies other than
WORKERS' COMPENSATION is
provided in the following company
54 - AGCS MARINE
INSURANCE COMPANY

MANDATORY PREMIUM TRANSACTION FORM

Named Insured and Mailing Address

THE RHODE ISLAND LOTTERY DBA THE LOT
1425 PONTIAC AVENUE
CRANSTON, RI 02920

Change Effective Date: 07/31/2010
Policy Period Inception Date: 07/31/2010
Expiration Date: 07/01/2011

PREMIUM SUMMARY:

Premium \$ 81126

Producer: GENCORP INSURANCE GROUP
16 MAIN STREET
EAST GREENWICH, RI 02818

Transaction Date 09/15/2010

THIS IS NOT A BILL

Mandatory Premium Transaction Form 01 05



Allianz Global Corporate & Specialty®

AGCS Marine Insurance Company

"Insured Copy"



Table of Contents

POLICY NUMBER MXI-93021872

Named Insured
**THE RHODE ISLAND LOTTERY,
DBA THE LOT**

Producer
**GENCORP INSURANCE GROUP
16 MAIN STREET
EAST GREENWICH, RI 02818**

<i>Document</i>	<i>Number of Pages</i>
TER 9020PHN 01 10 - IMPORTANT NOTICE REGARDING TERRORISM COVERAGE	2
XSP 2010DEC 01 10 - EXCESS PROPERTY DECLARATIONS	5
XSP 2010 01 10 - EXCESS PROPERTY COVERAGE FORM.....	12
NIM 1050 01 10 - COMMERCIAL INLAND MARINE CONDITIONS	4
IL 00 17 11 98 - COMMON POLICY CONDITIONS	1
IL 02 73 01 10 - RHODE ISLAND CHANGES - CANCELLATION AND NONRENEWAL.....	3
TER 9000 01 10 - CERTIFIED ACTS OF TERRORISM EXCLUSION.....	2



Allianz Global Corporate & Specialty®

AGCS Marine Insurance Company

**IMPORTANT NOTICE REGARDING TERRORISM COVERAGE –
TER 9020PHN 01 10**

Insured: THE RHODE ISLAND LOTTERY, Policy Number: MXI93021872
DBA THE LOT

Producer: GENCORP INSURANCE GROUP Effective Date: 07/31/2010

This notice applies to the type(s) of insurance provided under this policy that are subject to the Terrorism Risk Insurance Act, as amended ("The Act"). You are hereby notified that under The Act you have a right to purchase insurance coverage for losses arising out of **certified acts of terrorism**, as defined in Section 102(1) of The Act: The term **certified act of terrorism** means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and 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.

YOU SHOULD KNOW THAT WHEN COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURER'S LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEEDS \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Our records indicate that you previously rejected coverage for losses arising out of **certified acts of terrorism**, as defined by The Act, when we provided you a quote for insurance. Accordingly, your policy does not currently provide this coverage. However, The Act requires that we again make an offer at this time. If you wish to change your decision and purchase terrorism coverage, you must contact your agent or broker representing the AGCS Marine Insurance Company and request coverage so we can provide you

with a new quote. If you do not do so, it will be presumed that you have rejected this offer of terrorism coverage.

Please note that any coverage mandated by applicable Standard Fire Policy laws in your state will not be affected by your rejection of terrorism coverage.

This offer of coverage for losses due to terrorist acts, as defined by The Act, if accepted, will be subject to the limit(s), terms and conditions of any policy or endorsement subsequently issued.

If you have any questions about this or any other insurance matter, please contact your agent or broker representing AGCS Marine Insurance Company.



Allianz Global Corporate & Specialty®

EXCESS PROPERTY POLICY DECLARATIONS

POLICY NUMBER

MXI93021872

The Company issuing this policy is indicated by the Company Code (first letter or number) in the POLICY NUMBER, as follows:
A STOCK COMPANY

Renewal of Policy Number /Previous Policy Number
NEW

054 - AGCS Marine Insurance Company

AGCS Marine Insurance Company
33 West Monroe Street,
Chicago, IL 60603

Producer Code: **S-00090675**
Producer or Agent Name:
GENCORP INSURANCE GROUP
Address:
16 MAIN STREET
EAST GREENWICH, RI 02818

Named Insured: THE RHODE ISLAND LOTTERY,
DBA THE LOT

Mailing Address: 1425 PONTIAC AVENUE
CRANSTON, RI 02920

Policy Period: From: 07/31/2010 To: 07/01/2011 at 12:01 A.M. Standard Time the mailing address of the First Named Insured, shown above.

The Named Insured is a(n) CORPORATION

Business or Operations of the Named Insured: Casinos

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.

COVERAGE FORM(S) AND ENDORSEMENTS MADE A PART OF THIS POLICY AT INCEPTION:

XSP 2010DEC 01 10, XSP 2010 01 10, NIM 1050 01 10, IL 00 17 11 98, IL 02 73 01 10, TER 9020PHN 01 10, TER 9000 01 10

These Declarations together with the Coverage Form(s) and Endorsements, if any, issued to form a part thereof, complete the above numbered policy.

- Terrorism Risk Insurance Act - Certified Acts Coverage - Covered \$**
- Terrorism Risk Insurance Act - Certified Acts Coverage - Not Covered \$ 0**

PREMIUM PAYABLE AT INCEPTION \$ 81,126

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its President and Secretary.



Secretary



President

Countersignature of Authorized Agent:

Producer: **GENCORP INSURANCE GROUP**
16 MAIN STREET
EAST GREENWICH, RI 02818

Date 09/15/2010 LJJ

EXCESS PROPERTY POLICY DECLARATIONS - Continued

A. EXCESS LIMIT(S) OF LIABILITY:

The "company" shall not be liable in any one occurrence, irrespective of the number of locations involved, for more than the percentage shown in any respective Excess Layer below, being its pro-rata share of the "ultimate net loss" to the Insured excess of the Primary Insurer(s) and Excess Underlying Insurer(s) Layer Limit(s) shown in Item B. of the DECLARATIONS of this "policy". In no event, however, shall the liability of the "company" exceed the least of the following

Excess Layer Number:				
Company's Participation in Layer (\$)	Being % part of	100% Layer Limit (\$)	Excess of Attachment Point (\$)	As Respect Covered Perils
67,000,000	100	67,000,000	100,000,000	in any one "occurrence"; except
Not Applicable	Not Applicable	Not Applicable	Not Applicable	in the annual aggregate for all losses during the Policy Period as respects loss or damage caused by or resulting from the peril of flood, if insured hereunder; and
67,000,000	100	67,000,000	100,000,000	in the annual aggregate for all losses during the Policy Period as respects loss or damage caused by or resulting from the peril of earthquake, if insured hereunder; and
Not Applicable	Not Applicable	Not Applicable	Not Applicable	in any one occurrence as respects loss or damage caused by or resulting from Terrorism as defined and limited by [insert form number(s) and title(s)].

EXCESS PROPERTY POLICY DECLARATIONS – Continued

B. SCHEDULE OF UNDERLYING INSURANCE

Primary Insurer(s):

Carrier:	Employer's Fire Insurance Company		
Policy Number:	710013792		
Policy Term:	From: 07/31/2010	To: 07/01/2011	
Company's Participation in Layer (\$)	Being % part of	100% Layer Limit (\$)	As Respect Covered Perils
100,000,000	100	100,000,000	in any one "occurrence"; except
100,000,000	100 NO FLOOD	100,000,000	in any one "occurrence"; except in the annual aggregate for all losses during the Policy Period as respects loss or damage caused by or resulting from the peril of flood, if insured thereunder; and
100,000,000 50,000,000	100	100,000,000 50,000,000	in the annual aggregate for all losses during the Policy Period as respects loss or damage caused by or resulting from the peril of earthquake, if insured thereunder.

Underlying Excess Insurer(s):

Excess Layer Number:	1	Carrier:	Not Applicable Great America	Policy Number:	Not Applicable
Policy Term:	From: 07/31/2010		To: 07/01/2011		
Company's Participation in Layer (\$)	Being % part of	100% Layer Limit (\$)	As Respect Covered Perils		
Not Applicable	Not Applicable	Not Applicable	in any one "occurrence"; except		
Not Applicable	Not Applicable	Not Applicable	in any annual aggregate for all losses during th Policy Period as respects loss of damage caused by or resulting from the peril of flood, if insured thereunder; and		
Not Applicable 50,000,000	Not Applicable	Not Applicable 50,000,000	in the annual aggregate for all losses during the Policy Period as respects loss or damage caused by or resulting from the peril of earthquake, if insured thereunder.		

EXCESS PROPERTY POLICY DECLARATIONS — Continued

C. SCHEDULE OF "FORMS ATTACHED"

D. INSURED PROPERTY OR INTERESTS SCHEDULE
As specified in the "Forms attached" except as hereafter stated:

E. PERILS INSURED SCHEDULE
As specified in the "Forms attached" except as hereafter stated:

F. COVERED LOCATIONS SCHEDULE
Insured Property or interests at the location(s) specified in the "Forms attached" except as hereafter stated:

G. SUPPLEMENTAL NAMED INSURED SCHEDULE

H. DROP DOWN PROVISION SCHEDULE - (The Block Must be Checked for this to Apply)

Drop Down Provision Schedule Applies:

1. The perils of flood except for locations in:
- and/or
2. The perils of earthquake except for locations in:

I. PRIORITY OF PAYMENTS PROVISION SCHEDULE- (The Block Must be Checked for this to Apply).

Specific Perils in the "Forms attached" that are Excluded from this Provision:

J. SUBLIMITS PARTICIPATION PROVISION SCHEDULE - (The Block Must be Checked for this to Apply).

Specific "Underlying Insurance" Sublimits Included in this Provision:



Allianz Global Corporate & Specialty®

AGCS Marine Insurance Company

EXCESS PROPERTY COVERAGE FORM

PROVISIONS

A. INSURING AGREEMENT

In consideration of the premium charged, and subject to the terms, exclusions, limits and conditions contained herein or endorsed hereon, the "company" agrees to insure the Named Insured as shown in the DECLARATIONS or the Supplemental Named Insured Schedule of this "policy" (hereafter the Insured) for the "company's" pro-rata share of the Insured's "ultimate net loss" in excess of an amount not less than the amount recoverable by the Insured from the Primary Insurer(s) and/or the Underlying Excess Insurer(s) as shown in the Item B. of the DECLARATIONS of this "policy" up to the full amount of this company's limit(s) shown for the Layer(s) in Item A. of the DECLARATIONS of this "policy", but not in any event for more than the interest of the Insured, against the following:

Direct physical loss or damage to insured property described in the Insured Property or Interests Schedule of the DECLARATIONS of this "policy", and the actual loss sustained as a result of the interruption of business as may be provided by this "policy", while located or contained at locations as described in the Covered Locations Schedule of the DECLARATIONS of this "policy", occurring during the policy period and caused by any perils insured as stated in the Perils Insured Schedule of the DECLARATIONS of this "policy", and which are also covered by and defined in the "Forms attached".

The inclusion of more than one Insured shall not operate to increase the liability of the "company" hereunder.

In the event that matters are not provided for under this "policy" but are addressed by the "Forms attached", then those matters shall be governed by the terms and conditions of the "Forms attached". However, it is agreed and understood that this "policy" insures against loss or damage as per the terms and conditions of the "Forms attached" except where the provisions, terms, conditions, exclusions or definitions provided by this "policy" are more restrictive or in conflict with those of the "Form attached". In that event, this "policy" shall govern, and those portions of the "Forms attached" in conflict are declared null and void.

This "policy" and the "company's" liability hereunder shall not attach until after the "Underlying Insurers" have paid or have admitted liability for the full amount of their respective liability as set forth in Item B of the DECLARATIONS of this "policy". Only then shall the "company's" liability(ies) be those set forth in the Item A. of the DECLARATIONS of this "policy", and the "company" shall be liable to pay its pro-rata share of the "ultimate net loss" up to the full amount of such Excess Limit(s) of Liability.

All Limits of Liability specified throughout this "policy" are excess of any deductible(s) or other self-insured retention amount(s) borne by the Insured.

B. UNDERLYING SUBLIMITS PROVISIONS

Except as provided elsewhere in this "policy", it is agreed that the policy(ies) of the Primary Insurers and/or of the Underlying Excess Insurer(s) contain(s) various sublimits applying to certain coverages and/or perils. For any such coverages and/or perils subject to a sublimit under the policy(ies) of the Primary Insurer(s) and/or of the Underlying Excess Insurer(s) of less than or equal to this "policy's" attachment, it is agreed that the maximum amount recoverable by the Insured will be limited to the sublimit(s) of policy(ies) of the Primary Insurers and/or of the Underlying Excess Insurer(s), and no coverage applies under this "policy" in excess of such sublimit(s).

C. DROP DOWN PROVISION

This provision only applies when an "X" has been shown in the Drop Down Provision Schedule of the DECLARATIONS of this "policy" and only for those perils at locations shown in that Schedule. In the event of reduction or exhaustion of the annual aggregate Limits of Liability for those perils in the policies issued by the "Underlying Insurers" by reasons of loss(es) thereunder caused by or resulting from said perils, this "policy" shall:

1. attach excess of those reduced underlying limits and the applicable deductible(s) and/or other self-insured retention(s) contained in the policy(ies) of the Primary Insurer(s), but only to the extent that such loss or damage is insured both hereunder and in the policy(ies) of the "Underlying Insurers", and in no event to exceed the Excess Limit(s) of Liability for those same perils stated in this "policy";
2. continue in force as "Underlying Insurance" for loss or damage caused by or resulting from those perils, subject to the applicable deductible(s) and/or other self-insured retention(s) contained in the policy(ies) issued by the Primary Insurer(s), but only to the extent that such loss or damage is insured both hereunder and in the policy(ies) of the "Underlying Insurers", and in no event to exceed the Excess Limit(s) of Liability for those same perils stated in this "policy".

D. PRIORITY OF PAYMENTS PROVISION

This provision only applies when an "X" has been shown in the Priority of Payments Provision Schedule of the DECLARATIONS of this "policy" and excludes those perils shown in that Schedule

In determining the amount of any one loss, disaster or casualty for which this "policy" is excess, the total loss for all coverages caused by any combination of perils, one or more of which is insured against under the "Forms attached" shall be used even though all such perils or coverages are not insured against under this "policy". Any recoveries made under the "Forms attached" shall be considered as first applying to those perils and/or coverages not insured against by this "policy". Upon exhaustion of the Limit(s) of Liability of the "Underlying Insurance" of Item B. of the DECLARATIONS, this "policy" shall be liable for the loss in excess of the Limits of Liability of the "Underlying Insurance" as respects those perils and/or coverages insured hereunder subject to the limit(s) and sublimit(s) of this "policy".

Specific perils covered in the "Forms attached" may not be eligible for this Priority of Payment Provision. Those perils are shown in the Priority of Payments Schedule of the DECLARATIONS of this "policy".

E. SUBLIMITS PARTICIPATION PROVISION

This provision only applies when an "X" has been shown in the Sublimits Participation Provision Schedule of DECLARATIONS of this "policy" and includes only those sublimits

as shown in that Schedule. In the event that certain sublimits of liability apply on a ground-up basis over all layers of this "policy" and "Underlying Insurance" participating in the "ultimate net loss", then this "company's" participation, if any, in such specified sublimits shall be in proportion to its participation in the overall limit(s) shown for the Layer(s) in Item A. of the DECLARATIONS of this "policy". The specific sublimits of liability to which this provision applies are shown in the Sublimits Participation Schedule of the DECLARATIONS of this "policy". The inclusion of coverage on any of these sublimit(s) shall not increase the limit(s) of liability or the amounts recoverable as specified or provided for elsewhere in this "policy".

CONDITIONS

A. MAINTENANCE OF "UNDERLYING INSURANCE"

It is a condition of this "policy" that the policy(ies) of the "Underlying Insurers" shall be maintained in full effect during the policy period except for any reduction or exhaustion of perils subject to annual aggregate Limits of Liability contained therein solely by the payment of losses during the policy period. In the event that the policy(ies) issued by the "Underlying Insurers" are not so maintained, or if there is any increase in the scope of coverage provided thereunder, the insurance provided by this "policy" shall then apply in the same manner as though said policy(ies) issued by the "Underlying Insurers" had been so maintained and unchanged.

B. SALVAGE AND RECOVERIES

When, in connection with any loss hereunder, any salvage or recovery is received subsequent to the payment of such loss, the loss shall be figured on the basis on which it would have been settled had the amount of salvage or recovery been known at the time the loss was originally determined. Any amounts thus found to be due either party with the other shall be paid promptly. The expense of all proceedings necessary to such recoveries shall be apportioned between the interests concerned in the ratio of their respective recoveries as finally settled. If there should be no recovery and proceedings are conducted solely by this "company", the expense thereof shall be borne by this "company".

C. CANCELLATION

This "policy" may be cancelled by the First Named Insured shown in the DECLARATIONS by mailing to the "company" written notice stating when thereafter such cancellation shall be effective. This "policy" may be cancelled by the "company" by mailing to the First Named Insured at the mailing address shown in this "policy" or the last known address written notice stating when, not less than the ninety (90) days thereafter, such cancellation shall be effective, except cancellation for non-payment of premium where ten (10) days written notice shall be given. The mailing of notice as aforementioned shall be sufficient proof of notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Insured or by the "company" shall be equivalent to mailing. If this "policy" is cancelled by the "company", any premium refund due shall be calculated on a pro-rata basis. If this "policy" is cancelled by the Insured, any premium refund due shall be calculated using the "company's" standard short-rate tables.

D. CONFORMITY TO STATUTE

Terms of this "policy" which are in conflict with the statutes of the state wherein this "policy" is issued are hereby amended to conform to such statutes.

E. OTHER INSURANCE

This "policy", (except as provided below under item F., Excess Insurance, item G.,

Underlying Insurance, or item H., Contributing Insurance of the CONDITIONS of this "policy") shall not cover to the extent of any other insurance, whether prior or subsequent hereto in date and by whomsoever effected, directly or indirectly covering the same property against the same peril(s), and the "company" shall be liable only for the excess amount beyond the amount due from such other insurance and subject otherwise to all terms, conditions, exclusions, and limits (including Excess Limit(s) of Liability) contained in this "policy".

F. EXCESS INSURANCE

Permission is granted by the "company" for the Insured to purchase excess insurance over the Excess Limit(s) of Liability set forth in this "policy" without prejudice to this "policy", and the existence of such excess insurance, if any, shall not reduce any liability under this "policy"

G. UNDERLYING INSURANCE

The Insured is given permission to purchase underlying insurance and this "policy" shall be excess of and not contribute in any way with such "underlying insurance". This "policy" shall attach only after such "underlying insurance" has been exhausted and then shall cover loss or damage to the extent covered in this "policy".

H. CONTRIBUTING INSURANCE

Permission is granted for the Insured to purchase contributing insurance. Contributing insurance is insurance written upon the same plan, terms, conditions or provisions as those contained in this "policy". This insurance shall contribute in accordance to the percentage (%) specified in Item A, the Excess Limit(s) of Liability Schedule of the DECLARATIONS of this "policy" for loss or damage covered by this "policy" with other contributing insurance defined above.

EXCLUSIONS

If the exclusions provided by this "policy" or any of its endorsements are more restrictive or in conflict with those of the "Forms attached", this "policy" shall govern, and those exclusions of the "Forms attached" in conflict are declared null and void.

- A.** We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

1. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this coverage form.

2. Nuclear Hazard

- a.** Any weapon employing atomic fission or fusion; or

- b. Nuclear reaction or radiation, or radioactive contamination from any other cause. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this coverage form.

3. War And Military Action

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

Exclusions A.1. through A.3. apply whether or not the loss event results in widespread damage or affects a substantial area.

B. ELECTRONIC DATE RECOGNITION EXCLUSION

1. Notwithstanding any other terms or conditions, this "policy" does not insure against any loss, damage, cost, claim or expense directly or indirectly arising out of or relating to:
 - a. The failure of any System, whether the property of the Insured or others, to Recognize any Data involving any Date Change; or,
 - b. Any Modification of any System, whether the property of the Insured or others, to permit such System to Recognize any Data involving any Date Change.

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

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

In the event direct physical loss or damage not otherwise excluded by this "policy" results to any System, this "policy" does not insure against any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, arising out of or relating to any Modification of any System, whether the property of the Insured or others, to permit such System to Recognize any Data involving any Date Change.

2. As respects this clause, the following definitions apply:
 - a. System means any computer system, hardware, firmware, program, or software or any microchip, integrated circuit, or similar device in computer equipment or non-computer equipment.

- b. Recognize means to recognize, interpret, calculate, compare, differentiate, distinguish, accept, sequence or process.
- c. Data means any data, instruction or information.
- d. Date Change means the date change to the year 2000, the date change in any leap year or any other date change.
- e. Modification means any modification, change, addition, alteration or correction.

C. ELECTRONIC DATA LIMITATION

1. Notwithstanding any other terms or conditions, this policy does not insure against:
 - a. Loss, damage, corruption, destruction, distortion, interruption, disruption, erasure, deletion, alteration, loss of use, reduction in functionality, loss of access to, denial of access to or breakdown of electronic data from any cause whatsoever except for losses directly caused by any of the following causes: fire, lightning, "explosion", "windstorm", "hail", "aircraft" or "vehicle" impact, "riot", "civil commotion", "smoke", and "sprinkler leakage" or "leakage from fire protection equipment", all occurring during the policy period to property insured by this "policy".
 - b. Any time element loss, including, but not limited to, interruption of business, extra expense, rental value, royalties, expediting expense and leasehold interest, resulting from any loss, damage, corruption, destruction, distortion, interruption, disruption, erasure, deletion, alteration, loss of use, reduction in functionality, loss of access to, denial of access to, or breakdown of electronic data excluded by paragraph a. above.

This "policy" will not pay the cost of any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by or for any Insured to determine, rectify, or test for any loss, damage, corruption, destruction, distortion, interruption, disruption, erasure, deletion, alteration, loss of use, reduction in functionality, loss of access to, denial of access to or breakdown of electronic data excluded by paragraph a. above.

In addition, this policy will not pay for the repair, replacement or modification of any computer hardware, including microprocessors, firewalls, routers, or hubs, computer application software, computer operating systems and related software, or computer networks and related hardware and software to correct any deficiencies, change any features, or otherwise prevent the occurrence of any loss, damage, corruption, destruction, distortion, interruption, disruption, erasure, deletion, alteration, loss of use, reduction in functionality, loss of access to, denial of access to or breakdown of electronic data excluded by paragraph a. above.

Nevertheless, if fire or "explosion" is not excluded from this "policy" and a fire or "explosion" results directly or indirectly from any loss, damage, corruption, destruction, distortion, interruption, disruption, erasure, deletion, alteration, loss of use, reduction in functionality, loss of access to, denial of access to, or breakdown of electronic data excluded by paragraph a. above, any loss or damage insured under this policy arising directly from that fire or "explosion" shall (subject to the terms, exclusions, limits and conditions of this policy) be covered.

2. Electronic Data Processing Media Valuation:

Notwithstanding any provision to the contrary within this "policy" in the event of direct physical loss or damage to electronic data processing media insured by this "policy", the basis of valuation shall be, if such items are actually reproduced, the cost of blank media plus the costs of copying the electronic data from back ups or from originals of a previous generation, but no liability is assumed for any other cost, including research, engineering, programming, or assembling or gathering information, incurred in restoring or recreating data or programs lost, nor any liability inconsistent with the terms of this endorsement.

3. Definitions Applicable to this Exclusion:

- a. Electronic data means electronic data of any kind including, but not limited to, facts, concepts, data, or other information in a form useable by computers or other electronic or electromagnetic data processing equipment, including computer software and all other coded instructions for the processing or manipulation of data on such equipment.
- b. Media means the materials upon which data is recorded, including but not limited to, paper tapes, cards, electronic memory circuits, and magnetic or optical storage devices.

D. FUNGI EXCLUSION

Notwithstanding any other terms or conditions, this "policy" does not insure against any costs or expense to clean-up, remove or remediate any "fungi", or any cost or expense incurred to test for, monitor, or assess the existence, concentration of effects of "fungi".

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

E. "POLLUTION" AND "CONTAMINATION" EXCLUSION INCLUDING ASBESTOS, DIOXIN, OR POLYCHLORINATED BIPHENYLS REMOVAL

This "policy" does not cover:

- 1. Loss or damage arising out of or in connection with:
 - a. The removal of asbestos, dioxin or polychlorinated biphenyls (hereinafter referred to in this exclusion as materials) from any structure, or fixture, or item of personal property, or product, unless the materials are damaged by a peril not otherwise excluded under this "policy";
 - b. Demolition or increased cost of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating such materials;
 - c. Any governmental direction or request declaring that such materials present in or part of or utilized on any undamaged portion of the Insured's property can no longer be used for the purpose for which it was intended or installed and must be removed or modified.

2. Expenses, fines, penalties or costs incurred or sustained by the Insured or imposed on the Insured at the order of any government agency, court or other authority, in connection with any kind or description of environmental impairment including seepage or "pollution" or "contamination" from any cause whatsoever.
3. Loss, damage, costs or expenses in connection with any kind of description of seepage and/or "pollution" and/or "contamination", direct or indirect, arising from any cause whatsoever.

Nevertheless, if fire is not excluded from this "policy" and a fire arises directly or indirectly from seepage and/or "pollution" and/or "contamination", any loss or damage insured under this "policy" arising directly from that fire shall (subject to the terms, exclusions, limits and conditions of this "policy") be covered.

However, if the insured property is the subject of direct physical loss or damage for which the "company" has paid or agreed to pay, then this "policy" (subject to its terms, exclusions, limits and conditions) insures against direct physical loss or damage to the insured property caused by resulting seepage and/or "pollution" and/or "contamination"; provided that nothing in the foregoing shall be construed to mean that this "policy" covers the costs of decontamination or removal or restoration or replacement of water, soil, or any other substance on or under the premises at any location covered hereunder.

The Insured shall give notice to the "company" of intent to claim no later than twelve (12) months after the date of the original physical loss or damage.

DEFINITIONS

A. "Aircraft" or "Vehicles"

The term "aircraft" or "vehicles" shall mean actual physical contact of aircraft (which term shall include self-propelled missiles and spacecraft) or objects falling there from, or of vehicles running on land or tracks, with the property covered hereunder, or with the building containing such property except loss:

1. by any vehicle (other than aircraft) owned or operated by the Insured or by any occupant of the described premises or by any employee of the Insured or such occupant, but liability is assumed for such direct loss to buildings or structures covered under this "policy";
2. from ordinary wear and tear or accumulative damage;
3. by any aircraft aground when being taxied or moved inside or outside of buildings, but liability is assumed for such direct loss to buildings or structures covered under this "policy";
4. to aircraft or vehicles causing the loss.

B. "Company" or "Company's"

The terms "company" or "company's" shall mean the company providing this insurance "policy"

C. "Explosion"

1. The term "explosion" means explosion except loss by explosion in or of the following property owned, operated, or controlled by the Insured:

- a. steam boilers, steam turbines, steam engines, steam pipes interconnecting any

of the foregoing, or gas turbines;

- b. moving or rotating machinery or parts of same when such loss is caused by centrifugal force or mechanical breakdown;
 - c. any property undergoing pressure test to the extent of loss to such property undergoing test, including equipment attached to and forming part of such property.
2. The foregoing exceptions a. through c. are modified to the extent that liability is specifically assumed for loss resulting from:
 - a. malicious use of explosives;
 - b. explosion of accumulated gases or unconsumed fuel within the firebox (or the combustion chamber) of any fired vessel, other than gas turbines, or within the flues or passages which conduct the gases of combustion there from.
3. The following are not explosions within the intent or meaning of this clause:
 - a. electric arcing or any coincident rupture of electrical equipment due to such arcing;
 - b. bursting, rupture, or collapse caused by freezing;
 - c. shock waves generated by aircraft, generally known as "sonic boom";
 - d. bursting, rupture or collapse of any safety disc, rupture diaphragm or fusible plug.

D. "Forms attached"

The term "Forms attached" means those forms specified in the Schedule of "Forms attached" of the Declarations of this "policy".

E. "Fungi"

The term "fungi" shall mean any form of fungus including, but not limited to, yeast, mold, mildew, rust, smut, Mushroom, spores, mycotoxins, odors, or any other substances, products, or byproducts produced by, released by, or arising out of the current or past presence of fungi.

F. "Occurrence"

The term "occurrence" shall mean any one loss, disaster or casualty, or series of losses, disasters or casualties arising out of one event. When the word applies to loss or losses from the perils of tornado, "wind", "named windstorm", "hail", "riot", "riot attending a strike", "civil commotion", "malicious mischief", flood, earthquake, or earth movement, if such perils are covered under this "policy", one event shall be construed to be all losses arising during a continuous period of seventy-two (72) hours. When filing proof of loss, the Insured may elect the moment at which such seventy-two (72) hour period shall be deemed to have commenced, which shall not be earlier than when the first loss to property or interests insured under this "policy" occurs. However, the "company" shall not be liable hereunder for any loss or damage:

1. occurring before this "policy" becomes effective; or
2. arising from an "occurrence" which is in progress at the time this "policy" becomes effective, even if such loss or damage occurs after this "policy" becomes effective; or
3. occurring after the expiration of this "policy", except loss or damage arising from an "occurrence" in progress at the time this "policy" expires.

- G. "Policy"**
The term "policy" shall mean all of this "company's" form, endorsements, exclusions, terms and conditions attached that are exclusive of the "Forms attached".
- H. "Pollution" and/or "Contamination"**
The terms "pollution" and/or "contamination" shall mean the presence of any material which after its release or discharge can cause or threaten damage to human health and/or human welfare, or causes or threatens damage, deterioration, loss of value, marketability and/or loss of use to insured property, including, but not limited to, bacteria, virus, or hazardous substances as listed in the Federal Water Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, and/or Toxic Substances Control Act, or as designated by the US Environmental Protection Agency
- I. "Riot", "Civil Commotion", "Vandalism" or "Malicious Mischief"**
1. The terms "riot", "civil commotion", "vandalism" or "malicious mischief" shall mean riot, riot attending a strike, civil commotion, vandalism, or malicious mischief including:
 - a. direct physical loss or damage by acts of striking employees of the owner or tenant(s) at locations while occupied by said striking employees;
 - b. direct physical loss or damage from pillage and looting occurring;
 - c. during and at the immediate place of a riot, riot attending a strike, or civil commotion; or
 - d. d. during the occupancy by striking employees.

The terms "vandalism" or "malicious mischief" as used herein are restricted to and include only willful and malicious damage or destruction.
 2. No liability is assumed under riot, civil commotion, vandalism or malicious mischief for any loss by:
 - a. "explosion";
 - b. depreciation, delay, deterioration, change in temperature, humidity or atmospheric conditions, interference with customary operations, loss of market, increased cost of operation or maintenance, or any other consequential or indirect loss;
 - c. inability of the Insured to carry on normal operations because of strike or for loss caused by the deliberate slowing down of, or interfering with, business operations by any employee or employees.
- J. "Smoke"**
The term "smoke" shall mean smoke causing sudden and accidental physical loss or damage but does not include smoke from agricultural smudging or industrial operations.
- K. "Sonic Boom or Sonic Shock Wave"**
The terms "sonic boom" or "sonic shock wave" shall mean sonic shock waves generated by "aircraft" or spacecraft.
- L. "Sprinkler Leakage" or "Leakage from Fire Protective Equipment"**

1. The terms "sprinkler leakage" or "leakage from fire protective equipment" shall mean:

- a. water or other substance discharged from within any part of the "Fire Protective Equipment" for the covered location or from an adjoining uninsured location;
- b. collapse or fall of tanks forming a part of the "Fire Protective Equipment" or the component parts or supports of such tanks;
- c. freezing of "Fire Protective Equipment"

In the event of loss from this peril, liability is specifically assumed for the cost of restoring the damaged portion of the "Fire Protective Equipment" if such equipment is covered by this "policy", except that, in the event of loss or damage under a. above, liability for restoring the damaged portion of the "Fire Protective Equipment" is limited to the cost of restoring only that portion from which the water or other substance causing the loss or damage was discharged.

2. The term "Fire Protective Equipment" includes tanks, water mains, hydrants, or valves, and any other equipment whether used solely for fire protection or jointly for fire protection and for other purposes but does not include:

- a. branch piping from a joint system where such branches are used entirely for purposes other than fire protection;
- b. any underground water mains or appurtenances located outside of the covered location and forming a part of the public water distribution system;
- c. any pond or reservoir in which the water is impounded by a dam;
- d. any aqueduct, penstock, or associated surge tanks.

M. Ultimate Net Loss"

The term "ultimate net loss" shall mean the actual loss sustained by the Insured as a direct result of the action of perils insured against by this "policy" and the policy(ies) specified in Item B. of the DECLARATIONS of this "policy" after making deductions for deductible(s) and/or other self-insured retention(s) to be borne by the Insured, all recoveries, salvages and other insurances (other than recoveries under the policy(ies) of the "Underlying Insurers") whether recoverable or not.

N. "Underlying Insurance"

The term "underlying insurance" shall mean the insurance coverage provided under the policy(ies) issued by the "Underlying Insurers".

O. "Underlying Insurers"

The term "underlying insurers" shall mean all Primary Insurer(s) and Underlying Excess Insurer(s) as detailed in Item B. Schedule of Underlying Insurance of the DECLARATIONS of this "policy".

P. "Wind", "Windstorm" or "Hail"

The terms "wind", "windstorm" or "hail" shall mean the direct action of wind or the direct action of hail whether accompanied by wind or not, but no liability is assumed under this peril for loss:

1. caused directly or indirectly by rain, snow, sleet, ice, (other than hail), sand or dust whether driven by wind or not, except that, if the building(s) covered or

containing the property covered shall first sustain actual damage to roof or walls by the direct action of wind or hail this "policy" shall cover such loss to the interior of the building(s) or the property covered therein as may be caused by rain, snow, sleet, sand or dust entering the building(s) through openings in the roof or walls concurrently broken open by direct action of wind or hail; however, in the event of coincident or ensuing flood, liability hereunder is limited to such loss or damage above the flood high water mark;

2. caused when weight of snow, rainwater, ice or sleet is a contributing factor to the fall or collapse of a building or structure or any part thereof.

Commercial Inland Marine Conditions

Policy Amendment(s) Commercial Inland Marine

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

Loss Conditions

A. Abandonment

There can be no abandonment of any property to us.

B. Appraisal

If you and we fail to agree on the amount of loss, either one can ask that the amount of loss be established by appraisal. To start the appraisal process either you or we must make the request in writing to the other. Each must then choose a competent, independent appraiser and give the name and address of that appraiser to the other. This must be done within 30 days after the written request for appraisal is received.

The two appraisers must then choose a competent and impartial umpire. If they do not agree on an umpire within 15 days, either you or we may have an umpire selected by a court located in the same state as the covered property. The appraisers will then set the amount of the loss. A copy of their report will be given to you and to us. The amount they agree upon will be the amount of loss.

If the appraisers fail to agree within a reasonable period of time, they will give the umpire a statement of their differences. A written agreement signed by any two of the three will set the amount of the loss. You will pay your appraiser and we will pay ours. The umpire's fee and other appraisal expenses will be shared equally by you and us.

If we submit to an appraisal, we will still retain our right to deny the claim.

C. Duties in the Event of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

1. Notify the police if a law may have been broken.

2. Give us prompt notice of the loss or damage. Include a description of the property involved. You must also file with us or our agent, a detailed sworn proof of loss within ninety (90) days following the loss or damage. We will supply you with the necessary forms.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
4. Take all reasonable steps to protect the Covered Property from further damage and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also if feasible, set the damaged property aside and in the best possible order for examination. If you move the covered property to a safe place, that property will continue to be covered and we will reimburse you for the reasonable expenses for doing so. You must tell us as soon as practical that you have moved the covered property to a safe place.
5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.
6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
7. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

8. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
9. Cooperate with us in the investigation or settlement of the claim.

D. Insurance Under Two or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
2. We will not pay you more than your financial interest in the Covered Property.
3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property.

We will not pay the owners more than their financial interest in the Covered Property.

4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense. The expenses we incur will not reduce the applicable limit for coverage described under Property Covered.
5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:
 - a. We have reached agreement with you on the amount of the loss; or
 - b. An appraisal award has been made.
6. We will not be liable for any part of a loss that has been paid or made good by others.
7. If we recover any part of a loss from another party, after we deduct the expenses of making the recovery we will share the recovery with you. Your share will be the

proportion that your share of the loss bears to the total amount of the loss.

8. We will pay for the removal of covered property damaged from a covered cause of loss up to the lesser of 10% of the limit of insurance or \$50,000. This is in addition to the limit of insurance.

F. Other Insurance

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

G. Pair, Sets or Parts

1. Pair or Set

In case of loss or damage to any part of a pair or set we may:

- a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or
- b. Pay the difference between the value of the pair or set before and after the loss or damage.

2. Parts

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

H. Labeled Goods

If covered property bearing labels, packaging or wrappers is lost or damaged, we will pay you an amount sufficient to replace those labels, packaging or wrappers.

I. Loss Payee

If a loss payee is named in the Declarations, we will pay you and the loss payee, as the interest of each may appear.

J. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

K. Reinstatement of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

L. Transfer of Rights of Recovery Against Others to Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. If that person or organization does anything to impair our rights after a loss, we will not have to pay the loss. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if; at time of loss, that party is one of the following:
 - a. Someone insured by this insurance; or
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you.

This will not restrict your insurance.

General Conditions

A. Concealment, Misrepresentation or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. Control of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance. The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. Legal Action Against Us

1. No one may bring us a legal action against us under this Coverage Part unless:
 - a. There has been full compliance with all the terms of this Coverage Part; and
 - b. The action is brought within 2 years after you first have knowledge of the direct loss or damage.
2. You agree not to sue us or involve us in another action proceeding after 2 years have past since you discovered the loss or damage giving rise to such action. If the state law applicable to this coverage requires a different time period within which suit may be brought, this provision is amended to conform to such law.

D. No Benefit to Bailee

No person or organization, other than you, having custody of Covered Property, will benefit from this insurance.

E. Policy Period, Coverage Territory

We cover loss or damage commencing:

1. During the policy period shown in the General Declarations and the policy period begins and ends at 12:01 a.m., Standard Time, at your address shown in the General Declarations. But if this policy replaces a policy which expires at noon Standard Time on the effective date of this policy, then this policy will not be effective until the policy being replaced expires. In those states which require policy periods to begin and end at noon Standard Time, this policy will begin and end at noon Standard Time. And,
2. Within the coverage territory.

F. Valuation

The value of property will be the least of the following amounts:

1. The actual cash value of that property;
2. The cost of reasonably restoring that property to its condition immediately before loss or damage; or

3. The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

G. Your Name and Address

Your name and address as the Named Insured shall be as specified in the General Declarations.

H. The Declarations

The Declarations shows you which coverages you have purchased and the limits of insurance that apply. You have only those coverages and amounts of insurance. If this coverage applies only at specified locations, they are shown in the Declarations.

By accepting this policy, you agree that:

- a. The statements in the Declarations are your agreements and representations.
- b. That this policy is issued in reliance on the truth of such representations.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
RHODE ISLAND CHANGES – CANCELLATION
AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. When this endorsement is attached to the Standard Property Policy **CP 00 99**, the term Coverage Part in this endorsement is replaced by the term Policy.

B. With respect to the:

Capital Assets Program (Output Policy) Coverage Part
 Commercial Inland Marine Coverage Part
 Commercial Property Coverage Part
 Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions
 Farm – Livestock Coverage Form
 Farm – Mobile Agricultural Machinery And Equipment Coverage Form;
 Paragraph 1. of the **Cancellation** Common Policy Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by giving, mailing or delivering advance written notice of cancellation to us or to the insurance agent or producer who issued the policy.

C. With respect to all Coverage Parts and Policies addressed in this endorsement, the **Cancellation** Common Policy Condition is amended by replacing Paragraphs 2., 3., 5. and 6. with the following:

2. We may cancel this policy by giving, mailing or delivering to the first Named Insured and the insurance producer of record, if any, written notice of cancellation at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. 30 days before the effective date of cancellation if we cancel for any other reason.

If this policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

a. Nonpayment of premium;

b. Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;

- c. Activities or omissions on your part which increase any hazard insured against, including a failure to comply with loss control recommendations;
 - d. Change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including but not limited to an increase in exposure due to regulation, legislation, or court decision;
 - e. Loss or decrease of our reinsurance covering all or part of the risk or exposure covered by the policy;
 - f. Determination by the Commissioner of Insurance that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of this state;
 - g. Owner or occupant incendiarism;
 - h. Violation or breach by you of any policy terms or conditions;
 - i. Constructive or actual total loss of the Covered Property; or
 - j. Such other reasons as may be approved by the Commissioner of Insurance.
3. We will give, mail or deliver written notice to the first Named Insured at the address shown on the policy, and to the insurance producer of record, if any.
However, with respect to the:
Capital Assets Program (Output Policy)
Coverage Part
Commercial Inland Marine Coverage Part
Commercial Property Coverage Part
Employment-Related Practices Liability Coverage Part
Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions
Farm – Livestock Coverage Form
Farm – Mobile Agricultural Machinery And Equipment Coverage Form;
We will give, mail or deliver written notice to the first Named Insured at the last address known to us, and to the insurance producer of record, if any.

5. If this policy is cancelled, we will send the first

Named Insured any premium refund due.

The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium:

a. We will compute return premium pro rata and round to the next higher whole dollar when this policy is:

- (1) Cancelled at our request;
- (2) Cancelled because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;
- (3) Cancelled and rewritten by us or a member of our company group;
- (4) Cancelled after the first year, if it is a prepaid policy written for a term of more than one year; or
- (5) Cancelled by us at the request of a premium finance company upon default of the first Named Insured, when this policy is financed under a premium finance agreement.

b. When this policy is cancelled at your request (except when Paragraph a.(2), a.(3) or a.(4) applies), we will return 90% (75% for Equipment Breakdown policies) of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years.

6. Proof of giving, mailing or delivering notice of cancellation will be sufficient proof of notice.

D. With respect to all Coverage Parts and Policies addressed in this endorsement, the following is added to the **Cancellation Common Policy Condition**:

7. We will provide you with the reason or reasons for cancellation if:

a. You request in writing a statement of the

reasons for cancellation; and

b. You agree in writing to hold us harmless from liability for any:

(1) Communication giving notice of, or specifying the reasons for, cancellation; or

(2) Statement made in connection with an attempt to discover or verify the existence of conditions which would be a reason for cancellation as provided under Paragraph C.2.

E. With respect to all Coverage Parts and Policies addressed in this endorsement, the following is added and supersedes any provision to the contrary:

Nonrenewal

1. If we elect not to renew this policy, we will give, mail or deliver to the first Named Insured and the insurance producer of record, if any, written notice of nonrenewal at least 60 days before:

a. The expiration date of the policy; or

b. An anniversary date of the policy, if the policy is written for a term longer than one year or with no fixed expiration date.

2. However, we need not give, mail or deliver this notice if:

a. We have offered to issue a renewal policy; or

b. The first Named Insured has obtained, or has agreed in writing to obtain, replacement coverage.

F. The following is added to the Common Policy Conditions with respect to the Coverage Parts to which this endorsement applies, except the Employment-Related Practices Liability Coverage Part:

If notice of nonrenewal is mailed to the insured, we shall forward the notice of nonrenewal to the last known address of the first Named Insured by first class mail and maintain proof of mailing by the United States Postal Service certificate of mailing. This proof of mailing will be sufficient proof of notice.

G. With respect to the:

Capital Assets Program (Output Policy) Coverage Part

Commercial Inland Marine Coverage Part

Commercial Property Coverage Part

Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions

Farm – Livestock Coverage Form

Farm – Mobile Agricultural Machinery And Equipment Coverage Form;

The following is added to the Common Policy Conditions:

If notice of cancellation is mailed to the insured, we shall forward the notice of cancellation to the last known address of the first Named Insured by first class mail and maintain proof of mailing by the United States Postal Service certificate of mailing. This proof of mailing will be sufficient proof of notice.

H. With respect to a loss payee named in the policy, if any, we will give, mail or deliver written notice of cancellation, subject to C.2. above, and written notice of nonrenewal, subject to E.1. above. Mailing will be accomplished in accordance with the applicable procedure stated in F. or G. above.

I. Under the Mortgageholders Condition, the paragraphs pertaining to cancellation and nonrenewal are replaced by the following:

1. If we cancel this policy, we will give, mail or deliver written notice to the mortgageholder at least:

a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

b. 30 days before the effective date of cancellation if we cancel for any other reason.

2. If we do not renew this policy, we will give, mail or deliver written notice to the mortgageholder at least 10 days before:

a. The expiration date of the policy; or

b. An anniversary date of the policy, if the policy is written for a term longer than one year or with no fixed expiration date.



Allianz Global Corporate & Specialty®

AGCS Marine Insurance Company

POLICY NUMBER: MXI93021872

CERTIFIED ACTS OF TERRORISM EXCLUSION – TER 9000 01 10

This endorsement modifies insurance provided under the following:

**Commercial Inland Marine Coverage Part(s)
Commercial Property Coverage Part(s)**

I. Certified Acts of Terrorism Exclusion

We will not pay for loss, damage, or any liability caused directly or indirectly by a **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.

II. Coverage for Certain Fire Losses

A. 1. If the location of your Covered Property or Property Insured is within a jurisdiction that has a Standard Fire Policy law that does not exempt Commercial Inland Marine, item II.B. (below) further modifies insurance under the following coverage parts:

Commercial Inland Marine Coverage Part(s)
Commercial Property Coverage Part(s)

2. If the location of your Covered Property or Property Insured is within a jurisdiction that has a Standard Fire Policy law that exempts Commercial Inland Marine, item II.B. (below) further modifies insurance under the following coverage parts:

Commercial Property Coverage Part(s)

B. If a **certified act of terrorism** results in fire, then we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property or Property Insured. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements which apply to those forms, or to the Legal Liability Coverage Form, or the Leasehold Interest Coverage Form, or the Net Leasehold Coverage Form.

C. Notwithstanding II.B. above, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act, as amended, exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, as amended, then 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

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Page 1 of 2

insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

III. Application of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part, Coverage Section, or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

IV. Definitions

The following definition is added with respect to the provisions of this endorsement:

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

- A. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act, as amended; and
- B. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is 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.

V. All other terms and conditions of the policy remain unchanged.

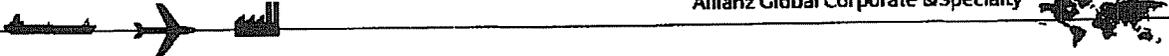
GENCORP INSURANCE GROUP
Joe Padula
16 MAIN STREET
EAST GREENWICH, RI 02818



Allianz Global Corporate & Specialty

Marine Insurance Policy





Allianz Global Corporate & Specialty[®]

Marine Insurance Policy



Allianz 

Insurance Carrier: **54 - AGCS MARINE INSURANCE COMPANY**

Issued to: **THE RHODE ISLAND LOTTERY,
DBA THE LOT**

Agent or Broker Name and Address: **GENCORP INSURANCE GROUP
16 MAIN STREET
EAST GREENWICH, RI 02818**

Underwriting Office: **0Y - BOSTON**

Dear Valued Client,

As you may already know, Allianz Global Corporate & Specialty[®] and Fireman's Fund Insurance Company[®] have combined their marine insurance businesses to form a united global marine operation under a single brand – Allianz Global Corporate & Specialty (AGCS). By combining the two leading specialists within the Allianz group, you are now protected by one of the largest and strongest marine organizations in the world.

This singular approach enables us to offer you an expanded global reach and a greater range of products and services at a local point of contact. You can continue to rely on our expert underwriters, trusted loss control engineers and seasoned claims professionals.

All of us at Allianz Global Corporate & Specialty are extremely enthused about how the new organization is enhancing the capabilities and services we can offer you. We truly appreciate your business and want to thank you for choosing AGCS – the premier provider of Inland Marine & Related Property, Ocean Cargo, and Hull and Marine Liability insurance products.

Sincerely,



Hugh Burgess
Global Marine Head, Americas
Allianz Global Corporate & Specialty
AGCS Marine Insurance Company

Allianz Global Corporate & Specialty[®]

Marine Insurance Policy

Allianz 

Inland Marine & Property Claims Reporting

Our highly skilled Marine Claims professionals are committed to providing our valued clients with the best service possible and they will respond quickly to any claim situation that you may have.

You can notify us of a new claim via any of the following reporting options:

Telephone: **800.558.1606**
Outside of the US: 314.513.1353

Email: **FNOLMarine@agcs.allianz.com**

Fax: **1-888-323-6450**
Outside of the US: 314-513-1345

Mailing Address: **FNOL Marine Claims Unit
AGCS Marine Insurance Company
One Progress Point Parkway
O'Fallon, MO 63368**

If possible, please include the following information in your claim notice or have it available for our customer service representative:

Contact information

Policy #

Date of loss

Description of loss

Marine Billing Statement Questions

If you have questions regarding a bill on a Direct Bill policy please contact Customer Service at 1-800-882-6919 or send an email to billing@agcs.allianz.com. In the email include the Policy#, Insured Name, and Effective Date of the policy.