NOTICE:

- 1. THE INSURANCE POLICY THAT YOU HAVE PURCHASED IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED "NON-ADMITTED" OR "SURPLUS LINES" INSURERS.
- 2. THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT WHICH APPLIES TO CALIFORNIA LICENSED INSURERS.
- 3. THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.
- 4. CALIFORNIA MAINTAINS A LIST OF ELIGIBLE SURPLUS LINE INSURERS APPROVED BY THE INSURANCE COMMISSIONER. ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST.
- 5. FOR ADDITIONAL INFORMATION ABOUT THE INSURER YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR "SURPLUS LINE" BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT THE FOLLOWING TOLL-FREE TELEPHONE NUMBER: 1-800-927-4357.
- 6. IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE BOUND IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS GOING TO LAPSE WITHIN TWO BUSINESS DAYS OR BECAUSE YOU WERE REQUIRED TO HAVE COVERAGE WITHIN TWO BUSINESS DAYS, AND YOU DID NOT RECEIVE THIS DISCLOSURE FORM AND A REQUEST FOR YOUR SIGNATURE UNTIL AFTER COVERAGE BECAME EFFECTIVE, YOU HAVE THE RIGHT TO CANCEL THIS POLICY WITHIN FIVE DAYS OF RECEIVING THIS DISCLOSURE. IF YOU CANCEL COVERAGE, THE PREMIUM WILL BE PRORATED AND ANY BROKER FEE CHARGED FOR THIS INSURANCE WILL BE RETURNED TO YOU.

NORTH SHORE MANAGEMENT ASSOCIATES, INC.

5 Revere Drive, Suite 200, Northbrook, IL 60062 Phone (847) 205-5282 Fax (847) 205-5310

INSURED'S NAME AND N	MAILING	ADDRESS:	PRODUCER:				
						I A. M. rd Time at	
Inception (Month, Day, Year)		Expiration (M	Expiration (Month, Day, Year)		Years the location of property involved.		
Amount of Insurance		Prepaid Term Premium Due at Inception		State Tax & Stamping Fees	CAT Fee	Inspection Fee	
TOTAL AMOUNT DUE				Please Read Carefully THIS POLICY WORDING HAS BEEN AMENDED AND MAY NOT BE CONCURRENT WITH THE WORDING ON OTHER POLICIES.			
Amount*	Description, Perils and Locations of Insured						
Part of							
Excess of	on:						
*All limits are per occurrence and in the aggregate annually (separately as respects flood and earthquake							
including EQSL where applicable).	SITUA	ГЕ:					
UNDERLYING DEDUCTIE	BLE(S) OR	LIMITS:					

CANCELLATION:

WORDING OR FORMS ATTACHED:

See attached form NSF 2150. at Northbrook, Illinois on

CERTIFIED ORIGINAL

THE INSURANCE COMPANY(IES) AND/OR UNDERWRITERS SIGNATORY HERETO (HEREINBEFORE CALLED THE COMPANY) EACH FOR ITSELF SEVERALLY BUT NOT JOINTLY DO(ES) INSURE FOR THE AMOUNT UNDERWRITTEN FOR EACH AND EVERY LOSS COVERED HEREUNDER AS SET FORTH UNDER THEIR RESPECTIVE NAMES SUBJECT TO ANNUAL AGGREGATE WORDING AS PER THE ATTACHED.

IN WITNESS WHEREOF, THE FOLLOWING COMPANY(IES) AND/OR UNDERWRITERS EXECUTE AND ATTEST THESE PRESENTS, AND SUBSCRIBE FOR THE AMOUNTS OF THE INSURANCE PROVIDED HEREUNDER AS SHOWN:

INSURERS AND ASSIGNED POLICY NUMBERS	LIMIT OF LIABILITY	ANNUAL PREMIUM	TAXES & STAMPING FEES
SHELTER REINSURANCE COMPANY	Y	Q.	JEL TED DE
			HELTER RE AXES & FEE
HUDSON SPECIALTY			ID CDDC
			JD SPEC XES & FEE
UNDERWRITERS AT LLOYD'S			
			OYD'S XES & FEE
TOTALS:			

BY:

AUTHORIZED SIGNATURE

APPLICABLE FORMS AND ENDORSEMENTS

Forms and endorsements listed below apply to and are made part of this policy at time of issue.

NSF 2150 POLICY NO.

WARRANTY POLICY

Named Insured:

In consideration of the premium charged, this company agrees to provide coverage on: (As more fully defined in the Warranty Policy) As per Policy Declaration Page

Against Loss or Damage caused by or resulting from:

At the Location(s) shown below:

For the following Limit(s) of Liability:

Part of

Excess of

Warranted same terms (other than Limits of Liability, Rate(s), and except as otherwise provided herein), and conditions as and to follow the settlements of:

(or its identical replacement) (hereinafter referred to as the "Warranty Company") and that they have at the time of any loss at least: Part of Excess of

(subject only to reduction by amount of any loss not reinstated) on the identical subject matter and risk and in identically the same proportion on each separate part thereof.

The premium hereon is calculated at:

plus taxes and fees as shown on declarations page.

Any alteration in the Warranty Company's rate(s) shall be advised immediately to this company which shall be entitled to revise the rate(s) or premium hereon.

This policy is otherwise subject without notice to the same conditions, endorsements and assignments as are or may be assumed in the Warranty Company's insurance on which this policy is based.

IMPORTANT NOTICE:

This policy contains a Warranty on the part of the Insured that certain other insurance in a specified amount is carried by the Insured.

Under the terms of this contract, if such other insurance is reduced, or the contract providing such other insurance expires or is cancelled, then this coverage automatically terminates, unless consent to such change is obtained and incorporated into this policy by specific endorsement thereon signed by agent or an authorized representative of this company.

It is the responsibility of the Insured to procure such endorsement. It is not the duty of this company, nor the duty of any agent or employee of the Insured or this company, to protect the Insured against a violation of said Warranty or a failure on the part of the Insured to procure such endorsement.

Attached to and forming a part of policy number: , which consists of the following subscribers:

of the: North Shore Management Associates, Inc.

issued to:

effective:

dated:

AUTHORIZED REPRESENTATIVE

NDS1024 (edt. 12/98)

MINIMUM PREMIUM CLAUSE

IN THE EVENT OF CANCELLATION OF THIS POLICY BY THE INSURED, A MINIMUM PREMIUM OF 25% OF INCEPTION SHALL BECOME EARNED; ANY CONDITIONS OF THE POLICY TO THE CONTRARY NOTWITHSTANDING.

FAILURE OF THE INSURED TO MAKE TIMELY PAYMENT OF PREMIUM SHALL BE CONSIDERED A REQUEST BY THE INSURED FOR THE COMPANY TO CANCEL. IN THE EVENT OF SUCH CANCELLATION BY THE COMPANY FOR NON-PAYMENT OF PREMIUM THE MINIMUM PREMIUM SHALL BE DUE AND PAYABLE; PROVIDED HOWEVER, SUCH NON-PAYMENT CANCELLATION SHALL BE RESCINDED IF THE INSURED REMITS THE FULL PREMIUM WITHIN 10 DAYS OF RECEIVING IT.

IN THE EVENT OF ANY OTHER CANCELLATION BY THE COMPANY THE EARNED PREMIUM SHALL BE COMPUTED PRO-RATA, NOT SUBJECT TO THE MINIMUM PREMIUM.

CF1525

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Attached to and forming a part of policy number	issued by:	, North Shore Management
issued to: effective date:	BY:	David W Emmile
enective date.		AUTHORIZED REPRESENTATIVE