

## RIDER

To be attached to and form part of Bond No. 62857530
It is hereby mutually agreed and understood by and between Western Surety Company and Imperial Embassy condominium one inc
that instead of as originally written; the bond is changed or revised in the particulars checked below:
Principal Name changed to:
Principal Address changed to:
Vehicle/Vessel/Hull Information changed to:
Lost Instrument Information changed to:
Identification Number changed to:
Penalty Amount changed to:
Additional or Event Location:
Effective Date changed to:
Expiration Date changed to:
The following bond information changed: UNDER THE DEFINITION OF EMPLOYEE:  THE COVERAGE ON ALL OFFICERS, EMPLOYEES, AND MEMBERS, EXCEPT: PRESIDENT, VICE PRESIDENT/TREASURER, SECRETARY AND DIRECTOR, IS HEREBY EXCLUDED.  But in no event shall Western Surety Company's total liability for all locations exceed the aggregate
amount set forth in the bond, regardless of the number of years this bond remains in force, the number of claims made, or the number of renewal premiums payable or paid.  It is further understood and agreed that all other terms and conditions of this bond shall remain
This Rider becomes effective on the $\frac{25th}{day}$ day of $\frac{August}{day}$ , $\frac{2020}{day}$ .
Signed this 21st day of August , 2020 .
WESTERN SURETY COMPANY
By

Form F12361



## RIDER

To be attached to and form part of Bond No. 62857530
It is hereby mutually agreed and understood by and between Western Surety Company and IMPERIAL EMBASSY CONDOMINIUM ONE INC
that instead of as originally written; the bond is changed or revised in the particulars checked below:
Principal Name changed to:
<ul> <li>Principal Address changed to:</li> <li>C/O AMERI-TECH COMMUNITY MGMT., 24701 U S HWY. 19 N., STE. 102,</li> <li>CLEARWATER, FL 33763</li> <li>Vehicle/Vessel/Hull Information changed to:</li> </ul>
Lost Instrument Information changed to:
Identification Number changed to:
Penalty Amount changed to:
Additional or Event Location:
Effective Date changed to:
Expiration Date changed to:
The following bond information changed:
But in no event shall Western Surety Company's total liability for all locations exceed the aggregate amount set forth in the bond, regardless of the number of years this bond remains in force, the number of claims made, or the number of renewal premiums payable or paid.  It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.  This Rider becomes effective on the 28th day of,
Form F9586



## RIDER

	It is	hereby	mutually	agreed	and	und	ers	tood	by	and	between	the	Insured
and	WESTERN	SURETY	COMPANY	, that	inste	ead	of a	as o	rigi	inal:	ly writte	en:	

The address has been changed to read:

5207 Trouble Creek Rd. New Port Richey FL 34652

No further changes other than above.

Nothing herein contained shall be he	eld to vary, alter, waive or extend any of the terms, limits or
conditions of the bond,	, except as hereinabove set forth.
twelve and one minute o'clock a.m., stand	27th day of March , 2018 , at dard time.
Attached to and forming part of	bond No. <u>62857530</u>
issued by WESTERN SURETY  Imperial Embassy Condominium On	COMPANY of Sioux Falls, South Dakota, to
Imperiar ambassy condominium of	
Signed this28th_ day ofMarc	<u>ch</u> , <u>2018</u> .
	WESTERN SURETY COMPANY
	By Paul T. Bruflat, Vice President
Form 128-1-2015	Taul 1. Diana, vice Hesiaen



(A Stock Company, herein called the Underwriter)

#### COMMERCIAL BLANKET BOND

Bond No. 62857530

## **DECLARATIONS**

Item 1. Name of Insured: Imperial Embassy Condominium One Inc

(herein called the Insured)

Principal Address 4747 Azalea Drive (No.) (Street)

New Port Richey Florida
(City) (State)

- **Item 2.** Bond Period: From noon on the 25th day of August , 2016 , to noon on the effective date of the cancelation or termination of this Bond, standard time at the Principal Address as to each of said dates.
- **Item 3.** Limit of liability: \$ \$50,000.00

- **Item 4.** The liability of the Underwriter is subject to the following condition or to the terms of the following riders attached hereto:
- **Item 5.** The Insured by the acceptance of this Bond gives notice to the Underwriter terminating or canceling prior bond(s) or Policy(ies) No.(s)

such termination or cancelation to be effective as of the time this Bond becomes effective.

#### **INSURING AGREEMENT**

The Underwriter, in consideration of the payment of the premium, and subject to the Declarations made a part hereof the General Agreements, Conditions and Limitations, and other terms of this Bond, agrees to indemnify the Insured against any loss of money or other property which the Insured shall sustain through any fraudulent or dishonest act or acts committed by any of the Employees, acting alone or in collusion with others, to an amount not exceeding in the aggregate the amount stated in Item 3 of the Declarations.

## **GENERAL AGREEMENTS**

INDECEMBED OF AMERICA'S OLDEST BONDING COMPANY . ONE OF AMERICA'S OLDEST BONDING COMPANIES

**CONSOLIDATION - MERGER** 

A. If, through consolidation or merger with, or purchase of assets of, some other concern, any persons shall become Employees, the Insured shall give the Underwriter written notice thereof and shall pay an additional premium computed pro rata from the date of such consolidation, merger or purchase to the end of the current premium period.

JOINT INSURED

**B.** If more than one Insured is covered under this Bond, the Insured first named shall act for itself and for every other Insured for all purposes of this Bond. Knowledge possessed or discovery made by any Insured or by any partner or officer thereof shall, for the purposes of Sections 6, 7 and 12, constitute knowledge possessed or discovery made by every Insured. Cancelation of the insurance hereunder as respects any Employee as provided in Section 12 shall apply to every Insured. If, prior to the cancelation or termination of this Bond in its entirety, this Bond is canceled or

Form 370-4-2016 Page 1 of 4

#### JOINT INSURED (cont.)

terminated as to any Insured, there shall be no liability for any loss sustained by such Insured unless discovered within one year from the date of such cancelation or termination. The liability of the Underwriter for loss sustained by any or all of the Insured shall not exceed the amount for which the Underwriter would be liable had all such loss been sustained by any one of the Insured. Payment by the Underwriter to the Insured first named of any loss under this Bond shall fully release the Underwriter on account of such loss. If the Insured first named ceases for any reason to be covered under this Bond, then the Insured next named shall thereafter be considered as the Insured first named for all purposes of this Bond.

#### LOSS UNDER PRIOR BOND OR POLICY

C. If the coverage of this Bond is substituted for any prior bond or policy of insurance carried by the Insured or by any predecessor in interest of the Insured, which prior bond or policy is terminated, canceled or allowed to expire as of the time of such substitution, the Underwriter agrees that this Bond applies to loss which is discovered as provided in Section 1 of the Conditions and Limitations and which would have been recoverable by the Insured or such predecessor under such prior bond or policy except for the fact that the time within which to discover loss thereunder had expired; provided:

- (1) the indemnity afforded by this General Agreement C shall be a part of and not in addition to the amount of insurance afforded by this Bond;
- (2) such loss would have been covered under this Bond had this Bond with its agreements, limitations and conditions as of the time of such substitution been in force when the acts or defaults causing such loss were committed; and
- (3) recovery under this Bond on account of such loss shall in no event exceed the amount which would have been recoverable under this Bond in the amount for which it is written as of the time of such substitution, had this Bond been in force when such acts or defaults were committed, or the amount which would have been recoverable under such prior bond or policy had such prior bond or policy continued in force until the discovery of such loss, if the latter amount be smaller.

# THE FOREGOING INSURING AGREEMENT AND GENERAL AGREEMENTS ARE SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS:

#### BOND PERIOD, TERRITORY, DISCOVERY

Section 1. Loss is covered under this Bond only if discovered not later than one year from the end of the Bond Period.

Subject to General Agreement C, this Bond applies only to loss sustained by the Insured through fraudulent or dishonest acts committed during the Bond Period by any of the Employees engaged in the regular service of the Insured within any of the States of the United States of America, the District of Columbia, Virgin Islands, Puerto Rico, Canal Zone or Canada or while such Employees are elsewhere for a limited period.

#### **EXCLUSION**

Section 2. This Bond does not apply to loss, or to that part of any loss, as the case may be, the proof of which, either as to its factual existence or as to its amount, is dependent upon an inventory computation or a profit and loss computation.

## **DEFINITION OF EMPLOYEE**

Section 3. As used in this Bond, "Employee" means any natural person (except a director or trustee of the Insured, if a corporation, who is not also an officer or employee thereof in some other capacity) while in the regular service of the Insured in the ordinary course of the Insured's business during the Bond Period and whom the Insured compensates by salary, wages or commissions and has the right to govern and direct in the performance of such service, but does not mean any broker, factor, commission merchant, consignee, contractor or other agent or representative of the same general character. The words "while in the regular service of the Insured" shall include the first 30 days thereafter; subject, however, to Sections 12 and 13.

## LOSS CAUSED BY UNIDENTIFIABLE EMPLOYEES

Section 4. If a loss is alleged to have been caused by the fraud or dishonesty of any one or more of the Employees and the Insured shall be unable to designate the specific Employee or Employees causing such loss, the Insured shall nevertheless have the benefit of this Bond, subject to the provisions of Section 2 of this Bond, provided that the evidence submitted reasonably proves that the loss was in fact due to the fraud or dishonesty of one or more of the said Employees, and provided, further, that the aggregate liability of the Underwriter for any such loss shall not exceed the amount stated in Item 3 of the Declarations.

## OWNERSHIP OF MONEY OR OTHER PROPERTY

Section 5. The insured property may be owned by the Insured, or held by the Insured in any capacity whether or not the Insured is liable for the loss thereof, or may be property as respects which the Insured is legally liable.

#### PRIOR FRAUD, DISHONESTY OR CANCELATION

Section 6. The coverage of this Bond shall not apply to any Employee from and after the time that the Insured or any partner or officer thereof not in collusion with such Employee shall have knowledge or information that such Employee has committed any fraudulent or dishonest act in the service of the Insured or otherwise, whether such act be committed before or after the date of employment by the Insured.

If, prior to the issuance of this Bond, any fidelity insurance in favor of the Insured or any predecessor in interest of the Insured and covering one or more of the Insured's Employees shall have been canceled as to any of such Employees by reason of the giving of written notice of cancelation by the insurer issuing such fidelity insurance, whether the Underwriter or not, and if such Employees shall not have been reinstated under the coverage of such fidelity insurance or superseding fidelity insurance, the Underwriter shall not be liable on account of such Employees unless the Underwriter shall agree in writing to include such Employees within the coverage of this Bond.

#### LOSS — NOTICE — PROOF — ACTION AGAINST UNDERWRITER

Section 7. Upon knowledge or discovery of loss under this Bond, the Insured shall: (a) give notice thereof as soon as practicable to the Underwriter or any of its authorized agents, and (b) file detailed proof of loss, duly sworn to, with the Underwriter within four months after the discovery of loss

Upon the Underwriter's request, the Insured shall produce for the Underwriter's examination all pertinent records, at such reasonable times and places as the Underwriter shall designate, and shall cooperate with the Underwriter in all matters pertaining to loss or claims with respect thereto.

No action shall lie against the Underwriter unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Bond, nor until ninety days after the required proofs of loss have been filed with the Underwriter, nor at all unless commenced within two years from the date when the Insured discovers the loss. If any limitation of time for notice of loss or any legal proceeding herein contained is shorter than that permitted to be fixed by agreement under any statute controlling the construction of this Bond, the shortest permissible statutory limitation of time shall govern and shall supersede the time limitation herein stated.

#### **RECOVERIES**

Section 8. If the Insured shall sustain any loss covered by this Bond which exceeds the amount of indemnity provided by this Bond, the Insured shall be entitled to all recoveries (except from suretyship, insurance, reinsurance, security or indemnity taken by or for the benefit of the Underwriter) by whomsoever made, on account of such loss under this Bond until fully reimbursed, less the actual cost of effecting the same; and any remainder shall be applied to the reimbursement of the Underwriter.

#### LIMITS OF LIABILITY

Section 9. Indemnification by the Underwriter for any loss under this Bond shall not reduce the Underwriter's liability for other losses under this Bond whenever sustained. The Underwriter's total liability under this Bond for any loss caused by any Employee or in which such Employee is concerned or implicated is limited to the amount stated in Item 3 of the Declarations.

Regardless of the number of years this Bond shall continue in force and the number of premiums which shall be payable or paid, the limit of liability stated in Item 3 of the Declarations shall not be cumulative from year to year or period to period.

## LIMIT OF LIABILITY UNDER THIS BOND AND PRIOR INSURANCE

Section 10. With respect to loss caused by any Employee or in which such Employee is concerned or implicated or which is chargeable to any Employee as provided in Section 4 and which occurs partly during the Bond Period and partly during the period of other bonds or policies issued by the Underwriter to the Insured or to any predecessor in interest of the Insured and terminated or canceled or allowed to expire and in which the period for discovery has not expired at the time any such loss thereunder is discovered, the total liability of the Underwriter under this Bond and under such other bonds or policies shall not exceed, in the aggregate, the amount stated in Item 3 of the Declarations or the amount available to the Insured under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss, if the latter amount be the larger.

#### OTHER INSURANCE

Section 11. If there is available to the Insured any other insurance or indemnity covering any loss covered by this Bond, the Underwriter shall be liable hereunder only for that part of such loss which is in excess of the amount recoverable or recovered from such other insurance or indemnity.

#### CANCELATION AS TO ANY EMPLOYEE

Section 12. This Bond shall be deemed canceled as to any Employee: (a) immediately upon discovery by the Insured, or by any partner or officer thereof not in collusion with such Employee, of any fraudulent or dishonest act on the part of such Employee; or (b) at noon, standard time as aforesaid, upon the effective date specified in a written notice mailed to the Insured. Such date shall be not less than fifteen days after the date of mailing. The mailing by the Underwriter of notice as aforesaid to the Insured at the address shown in this Bond shall be sufficient proof of notice. Delivery of such written notice by the Underwriter shall be equivalent to mailing.

#### CANCELATION OF BOND

Section 13. This Bond may be canceled by the Insured by mailing to the Underwriter written notice stating when thereafter the cancelation shall be effective. This Bond may be canceled by the Underwriter by mailing to the Insured at the address shown in this Bond written notice stating when, not less than fifteen days thereafter, such cancelation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice either by the Insured or by the Underwriter shall be equivalent to mailing.

If the Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Underwriter cancels, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancelation is effected or as soon as practicable after cancelation becomes effective, but payment or tender of unearned premium is not a condition of cancelation.

Dated this <u>24th</u> day o	ofAugust	, 2016.
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Appointed Agent of Surety

Doub T. Proflet, Vice President

SURETY COMPANY

Bond No. <u>628575</u>30

#### **EXCESS INDEMNITY ENDORSEMENT**

- 1. It is agreed that, subject to the terms of the bond to which this endorsement is attached, the amount of excess indemnity on the Employees performing the duties of the following positions shall be the amount set opposite the names of such positions, respectively. It is further agreed that the amount of such excess indemnity shall apply only to so much of any loss or losses sustained through any fraudulent or dishonest act or acts committed after such excess indemnity becomes effective as are in excess of the amount recoverable or recovered on account of such loss or losses under said bond.
- 2. It is further agreed that the liability of the Underwriter under this endorsement on account of any one Employee in any one or more of such positions (in the original or an increased or decreased amount) shall not exceed the largest single amount of indemnity on any one position occupied by such Employee.
- 3. It is further agreed that no excess losses shall be recoverable under this endorsement unless caused by an Employee who has been identified as having caused such loss, anything to the contrary in said bond or this Endorsement notwithstanding.

POSITIONS	LOCATION	TOTAL NUMBER OR EMPLOYEES IN EACH POSITION	AMOUNT OF EXCESS INDEMNITY ON EACH EMPLOYEE
	NO EXCESS INDEMNITY APPLIED FOR.		

Dated this	24th	day of	August	, <u>2016</u> .
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Appointed Agent of Surety

WESTERN) SURETY COMPANY

Paul T. Bruflat, Vice President



It is hereby mutually agreed and understood by and between the Insured and Western Surety Company, that instead of as originally written:

This endorsement, issued by WESTERN SURETY COMPANY, forms a part of the policy to which it is attached.

In addition to the coverage provided by this policy for any loss of money or other property which the Insured shall sustain through any fraudulent or dishonest act or acts committed by any of the Employees, acting alone or in collusion with others, to an amount not exceeding in the aggregate the amount stated in Item 3 of the Declarations, this Bond shall also cover such fraudulent or dishonest act or acts committed by the Management Agent of the Insured subject to all the limits of liability, exclusions and other conditions of this Bond. As used in this Bond, "Management Agent" means any person who has contracted to provide funds control or disbursement services to the Insured. The term "Management Agent" shall also include any natural person employed by such Management Agent who has access to or custody of the funds of the Insured while in the regular service of the Management Agent during the Bond Period.

Nothing herein contained	shall be held t	o vary, alter, w	aive	or exten	id any c	of the ter	rms, limits	s or
conditions of the Bond	, excep	t as hereinabove :	set fo	orth.				
This Rider becomes effective	ve on the25	oth day of		Aug	ust		2016	_ , at
twelve and one minute o'clock :	a.m., standard t	ime.				,		,
Aftached to and forming pa issued by WFSTERN	art of	Bond		No. <u>628</u>	<u>857530</u>			
* WE TO US TO THE TO SEE T			of	Sioux	Falls,	South	Dakota,	to
Imperial Embassy Condom:	inium One In	<u> </u>						
								·
Signed this24th d	ay ofAug	ust,20	16	- •				

WESTER SURETY COMPANY

Paul T. Bruffat, Vice President



It is hereby mutually agreed and understood by and between the Insured and Western Surety Company, that instead of as originally written:

The definition of Employee found in Section 3 of the follows:	ne bond be amended to read as
The coverage on all officers, employees and members for:	s, is hereby excluded, except
President Vice President Secretary	
Tresurer Director	
No further changes other than above.	
Nothing herein contained shall be held to vary, alter, waive	ve or extend any of the terms, limits or
conditions of theBond, except as hereinabove set	t forth.
This Rider becomes effective on the <u>25th</u> day of	
twelve and one minute o'clock a.m., standard time.	
Attached to and forming part of Bond	No. <u>62857530</u>
issued by WESTERN SURETY COMPANY o	of Sioux Falls, South Dakota, to
Imperial Embassy Condominium One Inc	
Signed this 24th day of August, 2016	
WES	TERN SURETY COMPANY
	FIT RULL
By	Paul T. Bruflat, Senior Vice President

Form F8896