



## Insurance Policy

### FINE ART PERSONAL COLLECTION COVERAGE FORM

LEON BLACK AND DEBRA BLACK, ETAL  
760 Park Avenue  
New York, New York 10021

Policy Number: UM00013309SP13A  
Policy Period: May 8, 2013 to May 8, 2014

As presented by:

WELLS FARGO INSURANCE SERVICES USA, INC.

XL SPECIALTY INSURANCE COMPANY, INC.  
A member of the XL Capital group  
505 Eagleview Boulevard  
PO Box 636  
Exton, PA 19341-0636  
USA

**XL** INSURANCE

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EFTA02693295

**LEON BLACK AND DEBRA BLACK, et al**

**760 Park Avenue**

**New York, New York, 10021**

**XL Specialty Insurance Company Policy #UM00013309SP13A**

**Term: May 8, 2013 to May 8, 2014**

**Annual Premium: \$120,000.**

**1. PROPERTY INSURED:**

This policy insures **antiques and objects of art of every nature and description** owned by the Insured or **owned by members of the Insured's family (including Trusts)** or in the **custody or control** of the Insured or for which the Insured has assumed liability prior to loss.

LLC's?

**2. TERRITORIAL LIMITS:**

The property insured is covered while on the premises of the Insured and/or in transit including personally conveyed and/or while on exhibition and/or anywhere within the **"World"**.

**3. PERILS INSURED:**

THIS POLICY INSURES AGAINST ALL RISKS OF LOSS OR DAMAGE TO INSURED PROPERTY EXCEPT AS HEREINAFTER EXCLUDED.

**4. EXCLUSIONS:**

This policy does not insure against loss or damage occasioned by:

- A) Wear and tear, gradual deterioration, moths, vermin, inherent vice.
- B) Damage sustained due to and directly resulting from any repairing, restoration or retouching process, *unless such work is performed by a restorer/conservator whose profession is restoration/conservation.*
- C) Loss or damage resulting from or caused by: (1) Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces or; (b) by military, naval or airforces; or (c) by an agent of any such government, power, authority or forces; (2) Any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulation, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.



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- D) The peril of flood to property located in the basement of any premises.
- E) Against loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this policy; however, subject to the foregoing and all provisions of this policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.

**5. EXCESS INSURANCE:**

Privilege is hereby granted to place excess insurance for amounts over and above the limits provided hereunder. Furthermore, such excess insurance shall not be considered as "Other Insurance" as defined in Paragraph 20 of this policy.

**6. VALUATION AND LIMITS OF LIABILITY:**

**AMOUNT OF INSURANCE: \$100,000,000**

The Company acknowledges that the amounts indicated in the Insured's inventory records/appraisal files are the agreed values.

It is further understood and agreed that if the actual market value at the time of loss is higher than the Insured's inventory records/appraisal files, then the current market value will be used in the settlement of such claim.

The limit of the Company in any one loss, disaster or casualty is limited to \$100,000,000 which is primary insurance/first loss coverage.

**7. PARTIAL LOSS AGREEMENT:**

In case of partial loss due to the perils insured against, the amount of loss shall be the cost and expense of restoration including additional charges incurred in connection therewith.

Depreciation, if any, after restoration, to be agreed upon between the Insured and the Company.

In the event the Insured and the Company cannot agree on the amount of depreciation, property to be sold at public auction and net proceeds are for the account of the Insured. The Company to pay the Insured the difference between the amount so realized and the insured value of the property.

In no event shall this Company be liable for more than the insured value of the property.



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Partial Loss: Cost +  
Depreciation.  
Full Loss:  
scheduled value/  
FMV

**8. PAIR AND SET:**

In the event any portion of the property insured hereunder is lost, damaged, or destroyed, which affects the value of the remaining portion, at the option of the Insured; (1) the Company agrees to pay the insured value of the entire property and the Insured agrees to surrender the damaged or sound portions to the Company or (2) the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the set, giving consideration to the importance of said article or articles.

**9. NEWLY ACQUIRED PROPERTY: (AMOUNT OF INSURANCE POLICY WORDING)**

If the Insured acquires during the term of this policy other objects of art, the provisions of this policy shall apply thereto for the actual cash value of said objects not exceeding 25% of the aggregate amount of the schedule, provided the Insured reports such additions within 90 days from the date acquired and pays pro rata additional premium thereon from date acquired.

**10. SUBROGATION CLAUSE:**

The Company may require from the Insured an assignment of all rights of recovery against any party for loss or damage to the extent that payment thereof is made by the Company. Notwithstanding, the Company will not be granted recourse against carriers, packers, customers or other bailees except with the Insured's and/or their Agent's prior consent.

**11. NO BENEFIT TO BAILEE:**

This insurance shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

**12. LOSS CLAUSE:**

Any loss hereunder shall not reduce the amount of this policy, except in the event of payment of claim for total loss of an item specifically scheduled hereon. If claim is paid for total loss of one or more scheduled items, the unearned premium applicable to such items will be refunded to the Insured or applied to the premium due on item(s) replacing those on which the claim was paid.

**13. MISREPRESENTATION AND FRAUD:**

This entire policy shall be void if, whether before or after a loss, the Insured has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the Insured therein, or in case of any fraud or false swearing by the Insured relating thereto.

in conflict  
with voided  
#9



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**14. NOTICE OF LOSS:**

The Insured shall as soon as practicable report in writing to **Wells Fargo Insurance Services USA, Inc., 330 Madison Avenue, New York, N.Y. 10017**, every loss, damage or occurrence which may give rise to a claim under this policy. The Insured shall also file, if requested by the Company, within ninety (90) days from date of discovery of such loss, damage or occurrence, a detailed proof of loss.

**15. BUY BACK AGREEMENT:**

In the event of a loss insured hereunder wherein the Company has made payment, the Company agrees to offer the Insured first choice of buying back recovered property. The Insured shall have the right to repurchase from the Company such property. There is no time limitation for this right.

It is understood and agreed that the Company may request an amount no higher than the amount which was paid by them when the original claim settlement was made.

Damaged property of the Insured on which a total loss has been paid may be repurchased by the Insured at the then fair market value of such damaged property.

The Company agrees to notify the Insured of their right to repurchase recovered property or damaged property and the Insured shall have sixty (60) days from date of such notice to exercise this repurchase right.

Title passes to  
Insurer upon  
partial loss?

**16. EXAMINATION UNDER OATH:**

The Insured shall submit, and insofar as is within his or their power, cause all other persons interested in the property including employees, to submit to examination under oath by any persons named by the Company relative to any and all matters in connection with a claim, and subscribe the same and produce for examination, all books of account, bills, invoices and other vouchers or certified copies thereof, if originals be lost, at such reasonable time and place as may be designated by the Company or its representatives, and shall permit extracts and copies thereof to be made.

**17. SETTLEMENT OF LOSS:**

All adjusted claims shall be paid or made good to the Insured within thirty (30) days after presentation and acceptance of satisfactory proof of interest and loss at the office of this Company.



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**18. PROTECTION OF PROPERTY:**

In case of loss, it shall be lawful and necessary for the Insured, his or their factors, servants and assigns, to sue, labor and travel for, in and about the defense, safeguard and recovery of the property insured hereunder, or any part thereof, without prejudice to this insurance, nor shall the acts of the Insured or the Company, in recovering, saving and preserving the property insured in case of loss be considered a waiver or an acceptance of abandonment. The expenses so incurred shall be borne by the Insured and the Company proportionately to the extent of their respective interests.

**19. SUIT:**

No suit, action or proceeding for the recovering of any claim under this policy shall be sustainable in any court of law or equity unless the same be commenced within twelve (12) months next after discovery by the Insured of the occurrence which gives rise to the claim, provided however, that if by the laws of the State within which this policy is issued such limitation is invalid, then any such claims shall be void unless such action, suit or proceeding be commenced within the shortest limit of time permitted by the laws of such State.

**20. OTHER INSURANCE:**

It is understood and agreed that any insurance granted herein shall not cover (except as to the legal liability of the Insured) when there is any other insurance which would attach if this policy had not been issued, whether such insurance be in the name of the Insured or any third party. It is, however, understood and agreed, that if under the terms of such other insurance (in the absence of this policy) the liability would be a less amount than would have been recoverable under this policy (in the absence of such other policy) then this policy attaches on the difference.

This clause, however, does not apply to insurance affected on property loaned or consigned to others. The existence of such other insurance or payment of a loss thereunder shall not constitute a defense of any claim otherwise payable under this policy.

**21. APPRAISAL:**

If the Insured and the Company fail to agree as to the amount of loss, each shall, on the written demand of either made within sixty (60) days after receipt of proof of loss by the Company, select a competent and disinterested appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested ~~umpire~~, and failing for fifteen (15) days to agree upon such ~~umpire~~, then on the request of the Insured or the Company, such ~~umpire~~ shall be selected by a judge of a court of record in the State in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the current market value at the time of loss and the amount of loss, and failing to agree shall submit their differences to the ~~umpire~~. An award in writing of any two shall determine the amount of loss. The Insured and the Company shall each pay his or its chosen appraiser and shall bear equally the other expenses of the appraisal and ~~umpire~~. The Company shall not be held to have waived any of its rights by any act relating to appraisal.

Need to think thru co-  
ownership with museum  
- and if they have  
coverage



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**22. CANCELLATION:**

This policy may be cancelled by the Insured by surrender thereof to the Company or 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 Insured at the address shown in this policy or last known address written notice stating when, not less than forty-five (45) days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date of the 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 the Insured cancels, earned premiums shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premiums shall be computed pro rata. Premium adjustments may be made at the time cancellation is effected and, if not then made, shall be made as soon as practicable after cancellation becomes effective.

No notice  
period?

**23. CONFORMITY TO STATUE:**

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.

**24. ASSIGNMENT:**

This policy shall be void if assigned or transferred without the written consent of the Company.

**25. CONFORMANCE:**

The terms and conditions of this form are to be regarded as substituted for those on the policy form attached, the latter being hereby waived, except for such provisions as may be required by law.

**In Witness Whereof, the Company has caused this contract to be signed by a duly authorized representative of the Company**



*[Signature]*  
Authorized Representative



Wells Fargo Insurance Services USA, Inc.

# ENDORSEMENT

Date: May 1, 2013

Endorsement: Effective as of Anniversary Date: May 8, 2013

Attached to and Forming Part of Policy No: UM00013309SP13A

Issued by: XL Specialty Insurance Company

For the Account of: Leon Black and Debra Black, et al

another  
endorsement adds  
Narrows II - but  
only for this policy -  
not the excess  
policies

It is understood and agreed that the NAMED INSUREDS are hereby amended to read as follows:

Leon Black and Debra Black and/or Pent Holdings, Inc. and/or Narrows Holdings, LLC and/or  
Black Family 1997 Trust (Debra Black, John Hannan, Anthony Ressler, Barry Cohen, Trustees)  
and/or Leon D. Black Investment Trust A (Leon Black and John Hannan, Trustees)  
and/or Benjamin Eli Black Trust, Joshua Max Black Trust, Alexander Samuel Black Trust  
and Victoria Rachel Black Trust between U/A/D November 30, 1992 between  
Leon Black, as settlor and Debra Black, Barry Cohen and John Hannan, as trustees  
and/or Benjamin Eli Black Trust, Joshua Max Black Trust, Alexander Samuel Black Trust  
and Victoria Rachel Black Trust between U/A/D August 1, 1988 between Leon Black, as settlor  
and Barry Cohen, as trustees, A.I.MA.

All other terms and conditions remain unchanged.

In Witness Whereof, the Company has caused this endorsement to be signed by a duly authorized  
representative of the Company.



a. heuer  
Authorized Representative



Wells Fargo Insurance Services USA, Inc.

# ENDORSEMENT

Date: May 1, 2013

Endorsement: Effective as of Anniversary Date: May 8, 2013

Attached to and Forming Part of Policy No: UM00013309SP13A

Issued by: XL Specialty Insurance Company

For the Account of: Leon Black and Debra Black, et al

In consideration of the premium charged, it is understood and agreed that property covered hereunder is located primarily at the following locations:

**760 Park Avenue  
New York, New York 10021**

**190 The Narrows Road  
Bedford Hills, New York 10507**

**750 Meadow Lane  
Southampton, New York 11968**

All other terms and conditions remain unchanged.

In Witness Whereof, the Company has caused this endorsement to be signed by a duly authorized representative of the Company.



J. Hagan  
Authorized Representative



Wells Fargo Insurance Services USA, Inc.

# ENDORSEMENT

Date: May 1, 2013

Endorsement: Effective as of Anniversary Date: May 8, 2013

Attached to and Forming Part of Policy No: UM00013309SP13A

Issued by: XL Specialty Insurance Company

For the Account of: Leon Black and Debra Black, et al

It is understood and agreed that this contract of insurance is extended to include the following entity as a  
Loss Payee as their interests may appear:

**Bank of America, N.A.**  
PO Box 30120  
NC1-028-26-08  
Charlotte, NC 28230-0120

All other terms and conditions remain unchanged.

In Witness Whereof, the Company has caused this endorsement to be signed by a duly authorized representative of the Company.



E. H. Hargrove  
Authorized Representative



Wells Fargo Insurance Services USA, Inc.

# ENDORSEMENT

Date: May 1, 2013

Endorsement: Effective as of Anniversary Date: May 8, 2013

Attached to and Forming Part of Policy No: UM00013309SP13A

Issued by: XL Specialty Insurance Company

For the Account of: Leon Black and Debra Black, et al

## ADDITIONAL LIABILITY COVERAGES – LEGAL EXPENSES ONLY

### Defective title

We will pay for reasonable legal costs you incur due to claims made against you for lack of title or defective title to a fine art covered under this policy, of which you were not aware, up to \$150,000 with prior notice to us before incurring any fees or expenses. The most we will pay for all claims for defective title or lack of title during the policy period regardless of the number of claims or the number of articles is \$150,000. This coverage only applies to claims made against you and reported to us during the policy period. This coverage does not apply to defective title or lack of title to a fine art that were known by you prior to taking possession of the article, or could have been discovered by you by making reasonable and proper inquiries as to the article's provenance before receiving it; to any debt incurred by you from a pledge or lien on the article; or arising from your bankruptcy, insolvency, receivership, liquidation or other financial restructuring or difficulties.

### Confiscation

We will pay for reasonable legal costs you incur due to claims made against you due to the Confiscation of fine art covered under this policy, up to \$150,000 with prior notice to us before incurring any fees or expenses. The most we will pay for all claims due to Confiscation during the policy period regardless of the number of claims or the number of articles is \$150,000. This coverage only applies to claims made against you and reported to us during the policy period.

### Misrepresentation

We will pay for reasonable legal costs you incur due to claims made against you for Misrepresentation in the sale of fine art covered under this policy, of which you were not aware, up to \$150,000 with prior notice to us before incurring any fees or expenses. The most we will pay for all claims for Misrepresentation during the policy period regardless of the number of claims or the number of articles is \$150,000. This coverage only applies to claims made against you and reported to us during the policy period. This coverage does not apply to Misrepresentation claims, including legal costs incurred, that were known by you prior to the sale of the article, or could have been discovered by you by making reasonable and proper inquiries before receiving it; to any debt incurred by you from a pledge or lien on the article; or arising from your bankruptcy, insolvency, receivership, liquidation or other financial restructuring or difficulties.

*It is further understood and agreed that there is no coverage for claims arising from the criminal activity on the part of the Named Insured.*

All other terms and conditions remain unchanged.

In Witness Whereof, the Company has caused this endorsement to be signed by a duly authorized representative of the Company.



Authorized Representative



Wells Fargo Insurance Services USA, Inc.

IN WITNESS

XL SPECIALTY INSURANCE COMPANY

REGULATORY OFFICE  
505 EAGLEVIEW BOULEVARD, SUITE 100  
DEPARTMENT: REGULATORY  
EXTON, PA 19341-0636  
PHONE: 800-688-1840

It is hereby agreed and understood that the following In Witness Clause supercedes any and all other In Witness clauses in this policy.

All other provisions remain unchanged.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the Company.



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Bernard R. Horovitz  
President



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Toni Ann Perkins  
Secretary

IL MP 9104 0710 XLS

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