4:22-cv-04140-SLD-RLH # 52-2 Filed: 06/20/25 Page 1 of 28 E-FILED Friday, 20 June, 2025 11:42:25 PM Clerk, U.S. District Court, ILCD

Exhibit 2

STIPULATION REGARDING LOSS APPRAISAL PROTOCOL

It is hereby stipulated and agreed by and between AKSHARBRAHMA CORP., d/b/a AMERICAN MOTOR INN and NAUTILUS INSURANCE COMPANY that the following Stipulation (the "Protocol") will govern the appraisal proceedings regarding loss suffered by real estate and improvements known as American Motor Inn, located at 4300 11th Street in Rock Island, Illinois (the "Property") which occurred as a result of an August 10, 2020 storm and/or February 2021 ice dam event.

Nautilus issued an insurance policy to Aksharbrahma Corp. d/b/a American Motor Inn ("AMI") insuring the Property under policy number NN1151211 for the policy period of July 15, 2020 to July 15, 2021 ("Nautilus Policy").

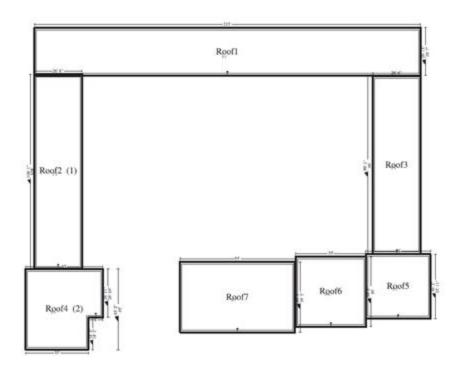
I. SCOPE OF APPRAISAL

A. In addition to addressing disputed questions of valuation, the parties are also in agreement that the panel shall be empowered to determine certain issues regarding causation and the scope of repairs necessary to return to the Property to its pre-loss condition. The following will provide an overview of the general damage categories at issue to assist the panel in understanding the specific issues to be addressed as part of this appraisal.

ROOF DAMAGE

The Property consists of a one-story "U"-shaped structure. Residential units comprised the north, west, and south areas of the building, and the administration office was located at the northeast building corner. The building consists of multiple roof sections with varying coverings. There is a steep-sloped metal roof building in the center of the property which is not at issue in this matter. The remaining roof structure was divided into seven (7) section by Nautilus for purposes of the claim adjustment. The following diagram roughly represents the various roof sections at issue.

Page 3 of 28



Nautilus agreed to make payment for Roofs 1, 2, 4, and 7. AMI takes the position that the remaining three (3) roof sections (Roofs 3, 5, and 6) incurred storm damage and will be irreparably damaged during the process of replacing Roofs 1 and 7 such that Roofs 3, 5, and 6 will also require removal and replacement to properly remedy the storm/ice dam damage to the roof sections that Nautilus has previously agreed to cover.

2. INTERIOR ROOM DAMAGE

As a result of the storm and/or ice dam event, a number of interior rooms were damaged. Nautilus agreed to cover the damage to some but not all of the rooms. The parties also dispute the extent of damage sustained to those rooms that Nautilus agreed to cover.

- B. The appraisers and, failing agreement of the appraisers, then any one appraiser and the umpire who agree, shall resolve those questions as set forth on **Exhibit A** of this Protocol. AMI and Nautilus believe that at least one on-site inspection by the appraisers will be required to resolve the questions.
- C. To the extent that the appraisal panel determines that Roof(s) 3, 5 and/or 6 will sustain irreparable damage during the process of replacing Roofs 1 and/or 7 such that Roof(s) 3, 5 and/or 6 will also require replacement, Nautilus hereby agrees that it will abide by that finding and not seek to deny coverage for any roof section subject to that determination on the grounds that it did not suffer loss caused by a covered peril. Nautilus' agreement in this regard, however, is not intended as a waiver of any other issue and is subject to the following provisions that are specifically reserved by Nautilus.

Pursuant to the Replacement Cost provision of the Nautilus Policy, Nautilus has no obligation to pay on a replacement cost basis for any loss or damage until the lost or damaged property is actually repaired or replaced. It remains Nautilus' position that until the damaged property is actually repaired or replaced, Nautilus is only obligated to pay the actual cash value of the property. By agreeing to abide by the appraisal panel's determination as to the need to replace Roof(s) 3, 5 and/or 6, Nautilus does not intend to waive this provision.

For purposes of determining Replacement Cost and Actual Cash Value, the Nautilus Policy provides that the cost of repair or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property. (See Subsection 3.f. of Section G. (Optional Coverages) of Nautilus Policy at pages NIC000084 - NIC000085). By agreeing to abide by the appraisal panel's determination as to the need to replace Roof(s) 3, 5 and/or 6, Nautilus does not intend to waive this provision.¹

With respect to the Increased Cost Of Construction Additional Coverage, the Nautilus Policy provides that there is no obligation to pay for the Increased Cost of Construction until the property is actually repaired or replaced at the same or another premises and unless the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. By agreeing to abide by the appraisal panel's determination as to the need to replace Roof(s) 3, 5 and/or 6, Nautilus does not intend to waive this provision. Additionally, reference to this provision in the Protocol shall not be construed as an admission by AMI with respect to the application to and/or effect of this provision on the claims at issue in the ongoing Lawsuit. Both parties reserve all rights with respect to this provision.

- D. Neither the appraisers nor the umpire shall have authority to decide questions of law. In connection with the appraisal proceeding, the appraisers and the umpire shall not attempt to resolve any issue involving interpreting the terms and conditions of the Nautilus Policy. Any such questions of law shall be addressed either by agreement of Nautilus and AMI or by the Court in the matter styled Aksharbrahma Corp. d/b/a American Motor Inn v. Nautilus Insurance Company, case number 22 cv 4140 which is filed in the United States District Court for the Central District of Illinois, Rock Island Division (the "Lawsuit").
- E. The parties acknowledge the appraisal panel and any appraisal award will be limited by what was visible at the time of the appraisal panel inspection and a possibility exists that other damage or repair items, which are not identifiable by visual inspection, may be determined at the time of replacement and/or repair of such damage. AMI reserves its right to provide supplemental estimates to Nautilus of additional damage or repair items that were not

_

¹ As an Additional Coverage, the Policy covers Increased Cost of Construction, including increased cost incurred to comply with the minimum standards of an ordinance or law in the course of repair, rebuilding or replacement of the damaged parts of the Property, subject to certain limitations. (See Subsection 4.e. of Section A. (Building and Personal Property Coverage Form) of Nautilus Policy at NIC000074).

identifiable by visual inspection at the time of the appraisal panel inspection, but which were identified during the replacement and/or repair of the storm damage to the subject property, which is at issue in this Protocol. Should any additional damage or repair items be presented, Nautilus reserves the right to assess that damage or repair item upon presentment. By agreeing to this provision, Nautilus does not concede coverage for or the cost of any additional damage or repair items which may be presented.

II. THE PANEL

- A. AMI names Nicholas Vretis [Office: 309-292-4221; Email: nvretis@gmail.com] to act as its appraiser.
- B. Nautilus names Meredith Reschly of the Olds Professional Centre, LTD [1114 N. Leroy Street, Suite 114 Fenton, MI 48430; Office: 810-629-4829; Email: mlr@oldsproctr.com] to act as its appraiser.
- C. The appraisers will proceed to attempt to agree on an individual with the experience and competence to determine the issues set forth on Exhibit A to act as umpire. The selected umpire shall have no financial interest in the outcome and no disqualifying conflicts of interest.
- D. If the appraisers cannot agree as to selection of an umpire within twenty one (21) days after this Protocol is provided to said appraisers, either Nautilus or AMI may petition the court through the Lawsuit for selection of an umpire.
- E. To the maximum extent permitted by law, no party will assert any claims against either the appraisers or the umpire, or their respective firms, seeking to hold them or their firms liable for any act or omission in the performance of their duties as appraiser or umpire.

III. DISCOVERY

- A. The parties agree that within 14 days of the execution of this agreement by Nautilus, AMI and their respective appraisers, Nautilus and AMI will provide to the appraisal panel with any currently available claim documents, reports of experts, damage estimates or other materials that may assist the panel in rendering a decision. Additionally, a supplemental inspection of the property is being coordinated by the parties to accomplish additional coring of the roof structure to ascertain the nature and composition of the various roofs. Upon completion of the supplemental inspection, the appraisal panel will be provided the results of the supplemental inspection.
- B. Any disputed issues with regard to any documents provided to the Panel and pertinent to the issues within the scope of the appraisal panel's authority, shall be resolved by the panel. Any determinations made by the Panel with respect to the documents shall in no way affect the discoverability or admissibility of any document in the Lawsuit.

IV. APPRAISAL PROCEEDING

- A. The appraisers shall meet to attempt in good faith to resolve any disputes or differences and to narrow the disputes and differences that must be addressed in the proceedings before the umpire. If the appraisers agree, their agreement shall be noted in writing as the result of the appraisal on that issue. By agreement of both appraisers, or at any time either appraiser decides that further discussions between the appraisers concerning their disputes and differences are no longer beneficial, the appraisers, or either appraiser, may demand participation of the umpire.
- B. The appraisers shall keep a complete written record of the disputes and materials submitted to the umpire and shall provide Nautilus (James M. Eastham, jeastham@tlsslaw.com) and AMI (Keisha N. Douglas, kdouglas@califf.com) with a copy of such record at the time any dispute is submitted to the umpire.
- C. All communications between the appraisers and the umpire concerning any disputed item shall be recorded in a manner agreed to by the panel. The cost of that recording shall be divided equally between AMI and Nautilus.
- D. It shall be for the Panel to decide on the procedures to be used to resolve any item in dispute that the appraisers present to the umpire.

V. COMMUNICATIONS WITH PARTY APPRAISER AND UMPIRE

A. Neither AMI, Nautilus, nor their respective counsel shall have any ex parte communication with the umpire or with the other party's appraiser. The appraisers shall not have any ex parte communications with the umpire. AMI and their representatives may communicate ex parte with AMI's appraiser. Nautilus and their representatives may communicate ex parte with Nautilus' appraiser.

VI. APPRAISAL EXPENSES

- A. One-half of the umpire's compensation shall be paid by AMI and one-half paid by the Nautilus.
- B. AMI shall pay all the compensation of their appraiser, and Nautilus shall pay all the compensation of their appraiser.
- C. The expenses of appraisal shall be paid one-half by AMI and one-half by Nautilus.
- D. AMI reserves the right to seek reimbursement for any of these expenses through the Lawsuit.

VII. DEFINITIONS

The following definitions shall be utilized by the Panel in resolving those questions as set forth on **Exhibit A** of this Protocol.

A. Actual Cash Value² – Actual cash value is calculated as the amount it would cost to repair or replace Covered Property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. Actual Cash Value applies to valuation of Covered Property regardless of whether that property has sustained partial or total loss or damage.

For purposes of calculating Actual Cash Value, only the property structure and materials are subject to a reasonable deduction for deterioration, depreciation and obsolescence, and deterioration, depreciation and obsolescence may not be applied to the intangible labor component.

B. Replacement Cost³ – The cost to replace the building and/or contents (without deduction for depreciation) as it existed at the date and time of loss, with other property of comparable material and quality and used for the same purpose. Replacement Cost shall include an appropriate allowance for demolition and debris removal.

The cost of repair or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property. (See Subsection 3.f. of Section G. (Optional Coverages) of Nautilus Policy at pages NICO00084 - NICO00085).

C. Increased cost attributable to enforcement of or compliance with any ordinance or law⁴ – The costs to comply with the minimum standards of an ordinance or law in the course of repair, rebuilding or replacement of damaged parts of the Property.

VIII. EFFECTIVE DATE

A. The Protocol shall become effective between AMI and Nautilus upon execution of the Protocol by AMI, Nautilus, and the parties' respective appraisers. Upon selection of an umpire, the selected umpire shall be requested to execute the Protocol. The umpire's agreement or failure to agree to execute shall have no bearing on the effectiveness of the Protocol as between AMI, Nautilus, and the parties' respective appraisers. Should the selected umpire decline to execute this Protocol, AMI and Nautilus will undertake further discussion to address how to

² See Endorsement titled "Actual Cash Value" (Form E600 (11/15)) in Nautilus Policy. (Nautilus Policy page NIC000011).

³ See Subsection 3 of Section G (Building and Personal Property Coverage Form) of Nautilus Policy at NIC000084.

⁴ See Subsection 4.e. of Section A. (Building and Personal Property Coverage Form) of Nautilus Policy at NIC000074.

proceed.

THE UNDERSIGNED HAVE CAREFULLY READ THE FOREGOING AGREEMENT, FULLY UNDERSTAND IT, SIGN THIS AS A FREE AND VOLUNTARY ACT AND SPECIFICALLY WARRANT AND REPRESENT THAT HE/SHE HAS THE FULL AUTHORITY TO ENTER INTO THIS AGREEMENT.

Date: 5, 2023	Aksharbrahma Corp. d/b/a American Motor Inn By: Keisha M. Daylas TS Attorney
Date:, 2023	Nautilus Insurance Company By:
Date: 5_, 2023	AMI's Appraiser By:
Date:, 2023	Nautilus' Appraiser By:
Date:, 2023	Umpire (to be executed upon selection) By:

proceed.

THE UNDERSIGNED HAVE CAREFULLY READ THE FOREGOING AGREEMENT, FULLY UNDERSTAND IT, SIGN THIS AS A FREE AND VOLUNTARY ACT AND SPECIFICALLY WARRANT AND REPRESENT THAT HE/SHE HAS THE FULL AUTHORITY TO ENTER INTO THIS AGREEMENT.

Date:	, 2023	
		Aksharbrahma Corp. d/b/a American Motor Inn
		Ву:
Date:	Jane 05 , 2023	
		Nautilus Insurance Company
	By: Barry Vice	
Date:, 2023	2000	
	, 2023	AMI's Appraiser
		Ву:
Date:, 2023	2022	
	, 2023	Nautilus' Appraiser
		Ву:
Date:, 2023		
	, 2023	Umpire (to be executed upon selection)
		Ву:

EXHIBIT A

Items For Resolution In Appraisal

Pursuant to the Nautilus Policy, "the cost of repair or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property". To the extent that the Panel determines that there are increased costs attributable to enforcement of or compliance with any ordinance or law in connection with the replacement of any of the roof sections, such costs should not be included in determining either the Actual Cash Value or Replacement Cost of the items below. Rather, in that instance the parties ask that the Panel please identify the nature and amount of the increased costs attributable to enforcement of or compliance with any ordinance or law separately where indicated.

1. Roof 1

A. Please determine the Actual Cash Value (as defined in Section VII of this Agreement) of Roof 1.

RESPONSE:

B. Please determine the Replacement Cost (as defined in Section VII of this Agreement) of Roof 1.

RESPONSE:

C. If applicable, please determine the nature and amount of increased cost attributable to enforcement of or compliance with any ordinance or law (as defined in Section VII of this Agreement) in connection with the replacement of Roof 1.

RESPONSE:

2. Roof 2

A. Please determine the Actual Cash Value of Roof 2.

RESPONSE:

B. Please determine the Replacement Cost of Roof 2.

C. If applicable, please determine the nature and amount of increased cost attributable to enforcement of or compliance with any ordinance or law in connection with the replacement of Roof 2.

RESPONSE:

3. Roof 4

A. Please determine the Actual Cash Value of Roof 4.

RESPONSE:

B. Please determine the Replacement Cost of Roof 4.

RESPONSE:

C. If applicable, please determine the nature and amount of increased cost attributable to enforcement of or compliance with any ordinance or law in connection with the replacement of Roof 4.

RESPONSE:

4. Roof 7

A. Please determine the Actual Cash Value of Roof 7.

RESPONSE:

B. Please determine the Replacement Cost of Roof 7.

RESPONSE:

C. If applicable, please determine the nature and amount of increased cost attributable to enforcement of or compliance with any ordinance or law in connection with the replacement of Roof 7.

5. Roof 3

A. Did Roof 3 sustain damage during the August 10, 2020 storm and/or February 2021 ice dam event?

RESPONSE:

i. If you answered yes to question 5.A., please determine the Actual Cash Value of Roof 3.

RESPONSE:

ii. If you answered yes to question 5.A., please determine the Replacement Cost of Roof 3.

RESPONSE:

iii. If you answered yes to question 5.A., if applicable, please determine the nature and amount of increased cost attributable to enforcement of or compliance with any ordinance or law in connection with the replacement of Roof 3.

RESPONSE:

B. Will Roof 3 sustain irreparable damage during the process of replacing Roofs 1 and/or 7 such that Roof 3 will also require replacement?

RESPONSE:

i. If you answered yes to question 5.B., please determine the Actual Cash Value of Roof 3.

RESPONSE:

ii. If you answered yes to question 5.B., please determine the Replacement Cost of Roof 3.

RESPONSE:

iii. If you answered yes to question 5.B., if applicable, please determine the nature and amount of increased cost attributable to enforcement of or compliance with any ordinance or law in connection with the replacement of Roof 3.

6. Roof 5

A. Did Roof 5 sustain damage during the August 10, 2020 storm and/or February 2021 ice dam event?

RESPONSE:

i. If you answered yes to question 6.A., please determine the Actual Cash Value of Roof 5.

RESPONSE:

ii. If you answered yes to question 6.A., please determine the Replacement Cost of Roof 5.

RESPONSE:

iii. If you answered yes to question 6.A., if applicable, please determine the nature and amount of increased cost attributable to enforcement of or compliance with any ordinance or law in connection with the replacement of Roof 5.

RESPONSE:

B. Will Roof 5 sustain irreparable damage during the process of replacing Roofs 1 and/or 7 such that Roof 5 will also require replacement?

RESPONSE:

i. If you answered yes to question 6.B., please determine the Actual Cash Value of Roof 5.

RESPONSE:

ii. If you answered yes to question 6.B., please determine the Replacement Cost of Roof 5.

RESPONSE:

iii. If you answered yes to question 6.B., if applicable, please determine the nature and amount of increased cost attributable to enforcement of or compliance with any ordinance or law in connection with the replacement of Roof 5.

7. Roof 6

A. Did Roof 6 sustain damage during the August 10, 2020 storm and/or February 2021 ice dam event?

RESPONSE:

i. If you answered yes to question 7.A., please determine the Actual Cash Value of Roof 6.

RESPONSE:

ii. If you answered yes to question 7.A., please determine the Replacement Cost of Roof 6.

RESPONSE:

iii. If you answered yes to question 7.A., if applicable, please determine the nature and amount of increased cost attributable to enforcement of or compliance with any ordinance or law in connection with the replacement of Roof 6.

RESPONSE:

B. Will Roof 6 sustain irreparable damage during the process of replacing Roofs 1 and/or 7 such that Roof 6 will also require replacement?

RESPONSE:

i. If you answered yes to question 7.B., please determine the Actual Cash Value of Roof 6.

RESPONSE:

ii. If you answered yes to question 7.B., please determine the Replacement Cost of Roof 6.

RESPONSE:

iii. If you answered yes to question 7.B., if applicable, please determine the nature and amount of increased cost attributable to enforcement of or compliance with any ordinance or law in connection with the replacement of Roof 6.

8. Gutters

A. Did any gutters sustain damage during the August 10, 2020 storm and/or February 2021 ice dam event?

RESPONSE:

i. If you answered yes to question 8.A., please itemize such damage and determine its Actual Cash Value.

RESPONSE:

ii. If you answered yes to question 8.A., please itemize such damage and determine its Replacement Cost.

RESPONSE:

iii. If you answered yes to question 8.A., if applicable, please determine the nature and amount of increased cost attributable to enforcement of or compliance with any ordinance or law in connection with the replacement of the gutters.

RESPONSE:

9. Downspouts

A. Did any downspouts sustain damage during the August 10, 2020 storm and/or February 2021 ice dam event?

RESPONSE:

i. If you answered yes to question 9.A., please itemize such damage and determine its Actual Cash Value.

RESPONSE:

ii. If you answered yes to question 9.A., please itemize such damage and determine its Replacement Cost.

iii. If you answered yes to question 9.A., if applicable, please determine the nature and amount of increased cost attributable to enforcement of or compliance with any ordinance or law in connection with the replacement of the downspouts.

RESPONSE:

10. Administrative Office (Northeast Corner of Building)

A. Please determine the Actual Cash Value of the damaged ceiling in the Administrative Office in the Northeast corner of the building. For purposes of clarity, Nautilus previously agreed to pay for the ceiling in the 33' 4" x 11' 8" room located at the Northeast Corner of Building. Please limit your response directly below to this area.

RESPONSE:

B. Please determine the Replacement Cost of the damaged ceiling in the Administrative Office in the Northeast corner of the building. For purposes of clarity, Nautilus previously agreed to pay for the ceiling in the 33' 4" x 11' 8" room located at the Northeast Corner of Building. Please limit your response directly below to this area.

RESPONSE:

C. If applicable, please determine the nature and amount of increased cost attributable to enforcement of or compliance with any ordinance or law in connection with the damaged ceiling in the Administrative Office in the Northeast corner of the building. For purposes of clarity, Nautilus previously agreed to pay for the ceiling in the 33' 4" x 11' 8" room located at the Northeast Corner of Building. Please limit your response directly below to this area.

RESPONSE:

D. Did any other areas of the administrative office (Northeast Corner of Building) sustain damage from the August 10, 2020 storm and/or February 2021 ice dam event?

RESPONSE:

i. If you answered yes to question 10.D., please itemize such damage and determine its Actual Cash Value.

RESPONSE:

ii. If you answered yes to question 10.D., please itemize such damage and determine its Replacement Cost.

RESPONSE:

iii. If you answered yes to question 10.D., if applicable, please determine the nature and amount of increased cost attributable to enforcement of or compliance with any ordinance or law in connection with the replacement or repair of any such damage.

RESPONSE:

11. Room 115

A. Did Room 115 sustain damage from the August 10, 2020 storm and/or February 2021 ice dam event?

RESPONSE:

i. If you answered yes to question 11.A., please itemize such damage determine its Actual Cash Value of .

RESPONSE:

ii. If you answered yes to question 11.A., please determine the Replacement Cost of such damage.

RESPONSE:

iii. If you answered yes to question 11.A., if applicable, please determine the nature and amount of increased cost attributable to enforcement of or compliance with any ordinance or law in connection with the replacement or repair of any such damage.

RESPONSE:

12. Room 117

A. Did Room 117 sustain damage from the August 10, 2020 storm and/or February 2021 ice dam event?

i. If you answered yes to question 12.A., please itemize such damage and determine its Actual Cash Value.

RESPONSE:

ii. If you answered yes to question 12.A., please itemize such damage and determine its Replacement Cost.

RESPONSE:

iii. If you answered yes to question 12.A., if applicable, please determine the nature and amount of increased cost attributable to enforcement of or compliance with any ordinance or law in connection with the replacement or repair of any such damage.

RESPONSE:

13. Room 119

A. Did Room 119 sustain damage from the August 10, 2020 storm and/or February 2021 ice dam event?

RESPONSE:

i. If you answered yes to question 13.A., please itemize such damage and determine its Actual Cash Value.

RESPONSE:

ii. If you answered yes to question 13.A., please itemize such damage and determine its Replacement Cost.

RESPONSE:

iii. If you answered yes to question 13.A., if applicable, please determine the nature and amount of increased cost attributable to enforcement of or compliance with any ordinance or law in connection with the replacement or repair of any such damage.

14. Room 120

- A. Nautilus previously made payment for damage sustained to the Living Room ceiling and wall(s) in Room 120 as a result of the August 10, 2020 storm and/or February 2021 ice dam event.
 - ii. Please determine the Actual Cash Value of the damaged ceiling and wall(s) in Room 120.

RESPONSE:

iii. Please determine the Replacement Cost of the damaged ceiling and wall(s) in Room 120.

RESPONSE:

iii. If applicable, please determine the nature and amount of increased cost attributable to enforcement of or compliance with any ordinance or law in connection with the replacement or repair of any such damage.

RESPONSE:

B. Did Room 120 sustain any additional damage from the August 10, 2020 storm and/or February 2021 ice dam event?

RESPONSE:

i. If you answered yes to question 14.B., please itemize such damage and determine its Actual Cash Value.

RESPONSE:

ii. If you answered yes to question 14.B., please itemize such damage and determine its Replacement Cost.

RESPONSE:

iii. If you answered yes to question 14.B., if applicable, please determine the nature and amount of increased cost attributable to enforcement of or compliance with any ordinance or law in connection with the replacement or repair of any such damage.

15. Room 126

A. Did Room 126 sustain damage from the August 10, 2020 storm and/or February 2021 ice dam event?

RESPONSE:

i. If you answered yes to question 15.A., please itemize such damage and determine its Actual Cash Value.

RESPONSE:

ii. If you answered yes to question 15.A., please itemize such damage and determine its Replacement Cost.

RESPONSE:

iii. If you answered yes to question 15.A., if applicable, please determine the nature and amount of increased cost attributable to enforcement of or compliance with any ordinance or law in connection with the replacement or repair of any such damage.

RESPONSE:

16. Room 130

- A. Nautilus previously made payment for damage sustained to the Living Room ceiling in Room 130 as a result of the August 10, 2020 storm and/or February 2021 ice dam event.
 - i. Please determine the Actual Cash Value of the damaged ceiling area.

RESPONSE:

ii. Please determine the Replacement Cost of the damaged ceiling area.

RESPONSE:

iii. If applicable, please determine the nature and amount of increased cost attributable to enforcement of or compliance with any ordinance or law in connection with the replacement or repair of any such damage.

B. Did Room 130 sustain any additional damage from the August 10, 2020 storm and/or February 2021 ice dam event?

RESPONSE:

i. If you answered yes to question 16.B., please itemize such damage and determine its Actual Cash Value.

RESPONSE:

ii. If you answered yes to question 16.B., please itemize such damage and determine its Replacement Cost.

RESPONSE:

iii. If you answered yes to question 16.B., if applicable, please determine the nature and amount of increased cost attributable to enforcement of or compliance with any ordinance or law in connection with the replacement or repair of any such damage.

RESPONSE:

17. Room 131

- A. Nautilus previously made payment for damage sustained to the <u>closet</u> ceiling and wall(s) in Room 131 as a result of the August 10, 2020 storm and/or February 2021 ice dam event.
 - i. Please determine the Actual Cash Value of the damaged <u>closet</u> ceiling and wall(s) in Room 131.

RESPONSE:

ii. Please determine the Replacement Cost of the damaged <u>closet</u> ceiling and wall(s) in Room 131.

RESPONSE:

iii. If applicable, please determine the nature and amount of increased cost attributable to enforcement of or compliance with any ordinance or law in connection with the replacement or repair of any such damage.

B. Did Room 131 sustain any additional damage from the August 10, 2020 storm and/or February 2021 ice dam event?

RESPONSE:

i. If you answered yes to question 17.B., please itemize such damage and determine its Actual Cash Value.

RESPONSE:

ii. If you answered yes to question 17.B., please itemize such damage and determine its Replacement Cost.

RESPONSE:

iii. If you answered yes to question 17.B., if applicable, please determine the nature and amount of increased cost attributable to enforcement of or compliance with any ordinance or law in connection with the replacement or repair of any such damage.

RESPONSE:

18. Room 133

- A. Nautilus previously made payment for damage sustained to the Living Room ceiling in Room 133 as a result of the August 10, 2020 storm and/or February 2021 ice dam event.
 - i. Please determine the Actual Cash Value of the damaged Living Room ceiling area.

RESPONSE:

ii. Please determine the Replacement Cost of the damaged Living Room ceiling area.

RESPONSE:

iii. If applicable, please determine the nature and amount of increased cost attributable to enforcement of or compliance with any ordinance or law in connection with the replacement or repair of any such damage.

B. Did Room 133 sustain any additional damage from the August 10, 2020 storm and/or February 2021 ice dam event?

RESPONSE:

i. If you answered yes to question 18.B., please itemize such damage and determine its Actual Cash Value.

RESPONSE:

ii. If you answered yes to question 18.B., please itemize such damage and determine its Replacement Cost.

RESPONSE:

iii. If you answered yes to question 18.B., if applicable, please determine the nature and amount of increased cost attributable to enforcement of or compliance with any ordinance or law in connection with the replacement or repair of any such damage.

RESPONSE:

19. Room 135

A. Did Room 135 sustain any damage from the August 10, 2020 storm and/or February 2021 ice dam event?

RESPONSE:

i. If you answered yes to question 19.A., please itemize such damage and determine its Actual Cash Value.

RESPONSE:

ii. If you answered yes to question 19.A., please itemize such damage and determine its Replacement Cost.

RESPONSE:

iii. If you answered yes to question 19.A., if applicable, please determine the nature and amount of increased cost attributable to enforcement of or compliance with any ordinance or law in connection with the replacement or repair of any such damage.

20. Room 137

A. Did Room 137 sustain any damage from the August 10, 2020 storm and/or February 2021 ice dam event?

RESPONSE:

i. If you answered yes to question 20.A., please itemize such damage and determine its Actual Cash Value.

RESPONSE:

ii. If you answered yes to question 20.A., please itemize such damage and determine its Replacement Cost.

RESPONSE:

iii. If you answered yes to question 20.A., if applicable, please determine the nature and amount of increased cost attributable to enforcement of or compliance with any ordinance or law in connection with the replacement or repair of any such damage.

RESPONSE:

21. Room 139

- A. Nautilus previously made payment for some damage sustained to the Living Room ceiling in Room 139 as a result of the August 10, 2020 storm and/or February 2021 ice dam event.
 - i. Please determine the Actual Cash Value of the damaged Living Room ceiling area.

RESPONSE:

ii. Please determine the Replacement Cost of any damaged Living Room ceiling area.

RESPONSE:

iii. If applicable, please determine the nature and amount of increased cost attributable to enforcement of or compliance with any ordinance or law in connection with the replacement or repair of any such damage.

- B. Nautilus previously made payment for some damage sustained to the Bathroom ceiling in Room 139 as a result of the August 10, 2020 storm and/or February 2021 ice dam event.
 - i. Please determine the Actual Cash Value of the damaged Bathroom ceiling area.

RESPONSE:

ii. Please determine the Replacement Cost of any damaged Bathroom ceiling area.

RESPONSE:

iii. If applicable, please determine the nature and amount of increased cost attributable to enforcement of or compliance with any ordinance or law in connection with the replacement or repair of any such damage.

RESPONSE:

C. Did Room 139 sustain any additional damage from the August 10, 2020 storm and/or February 2021 ice dam event?

RESPONSE:

i. If you answered yes to question 21.C., please itemize such damage and determine its Actual Cash Value.

RESPONSE:

ii. If you answered yes to question 21.C., please itemize such damage and determine its Replacement Cost.

RESPONSE:

iii. If you answered yes to question 21.C., if applicable, please determine the nature and amount of increased cost attributable to enforcement of or compliance with any ordinance or law in connection with the replacement or repair of any such damage.

22. Room 127

- A. Nautilus previously made payment for damage sustained to the Living Room ceiling and walls in Room 127 as a result of the August 10, 2020 storm and/or February 2021 ice dam event.
 - i. Please determine the Actual Cash Value of the damaged Living Room ceiling and wall areas.

RESPONSE:

ii. Please determine the Replacement Cost of any damaged Living Room ceiling and wall areas.

RESPONSE:

iii. If applicable, please determine the nature and amount of increased cost attributable to enforcement of or compliance with any ordinance or law in connection with the replacement or repair of any such damage.

RESPONSE:

B. Did Room 127 sustain any additional damage from the August 10, 2020 storm and/or February 2021 ice dam event?

RESPONSE:

i. If you answered yes to question 22.B., please itemize such damage and determine its Actual Cash Value.

RESPONSE:

ii. If you answered yes to question 22.B., please itemize such damage and determine its Replacement Cost.

RESPONSE:

iii. If you answered yes to question 22.B., if applicable, please determine the nature and amount of increased cost attributable to enforcement of or compliance with any ordinance or law in connection with the replacement or repair of any such damage.

23. Room 138

- A. Nautilus previously made payment for damage sustained to the Living Room ceiling and walls in Room 138 as a result of the August 10, 2020 storm and/or February 2021 ice dam event.
 - i. Please determine the Actual Cash Value of the damaged Living Room ceiling and wall areas.

RESPONSE:

ii. Please determine the Replacement Cost of any damaged Living Room ceiling and wall areas.

RESPONSE:

iii. If applicable, please determine the nature and amount of increased cost attributable to enforcement of or compliance with any ordinance or law in connection with the replacement or repair of any such damage.

RESPONSE:

B. Did Room 138 sustain any additional damage from the August 10, 2020 storm and/or February 2021 ice dam event?

RESPONSE:

i. If you answered yes to question 23.B., please itemize such damage and determine its Actual Cash Value.

RESPONSE:

ii. If you answered yes to question 23.B., please itemize such damage and determine its Replacement Cost.

RESPONSE:

iii. If you answered yes to question 23.B., if applicable, please determine the nature and amount of increased cost attributable to enforcement of or compliance with any ordinance or law in connection with the replacement or repair of any such damage.