

SiteOne Landscape Supply, Inc.  
 Form 4  
 December 06, 2016

**FORM 4** UNITED STATES SECURITIES AND EXCHANGE COMMISSION  
 Washington, D.C. 20549

OMB APPROVAL  
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Check this box if no longer subject to Section 16. Form 4 or Form 5 obligations may continue. See Instruction 1(b).

**STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP OF SECURITIES**

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934, Section 17(a) of the Public Utility Holding Company Act of 1935 or Section 30(h) of the Investment Company Act of 1940

(Print or Type Responses)

1. Name and Address of Reporting Person \*  
 CD&R Associates VIII, Ltd.

2. Issuer Name and Ticker or Trading Symbol  
 SiteOne Landscape Supply, Inc.  
 [SITE]

5. Relationship of Reporting Person(s) to Issuer  
 (Check all applicable)

(Last) (First) (Middle)

3. Date of Earliest Transaction (Month/Day/Year)  
 12/05/2016

\_\_\_\_ Director  
 \_\_\_\_ Officer (give title below)  
 10% Owner  
 \_\_\_\_ Other (specify below)

C/O MAPLES CORPORATE SERVICES LIMITED, P.O. BOX 309, UGLAND HOUSE

(Street)

4. If Amendment, Date Original Filed(Month/Day/Year)

6. Individual or Joint/Group Filing(Check Applicable Line)  
 \_\_\_\_ Form filed by One Reporting Person  
 Form filed by More than One Reporting Person

GRAND CAYMAN, E9 KY1-1104

(City) (State) (Zip)

**Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned**

1. Title of Security (Instr. 3)	2. Transaction Date (Month/Day/Year)	2A. Deemed Execution Date, if any (Month/Day/Year)	3. Transaction Code (Instr. 8)	4. Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5)	5. Amount of Securities Beneficially Owned Following Reported Transaction(s) (Instr. 3 and 4)	6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	7. Nature of Indirect Beneficial Ownership (Instr. 4)
			Code	V	Amount	(A) or (D)	Price
Common Stock	12/05/2016		S		6,753,137	D	\$ 33
					11,046,541	I	

By affiliate <sup>(1)</sup>  
(2)

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

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SEC 1474 (9-02)

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**Table II - Derivative Securities Acquired, Disposed of, or Beneficially Owned**  
(e.g., puts, calls, warrants, options, convertible securities)

1. Title of Derivative Security (Instr. 3)	2. Conversion or Exercise Price of Derivative Security	3. Transaction Date (Month/Day/Year)	3A. Deemed Execution Date, if any (Month/Day/Year)	4. Transaction Code (Instr. 8)	5. Number of Derivative Securities Acquired (A) or Disposed of (D) (Instr. 3, 4, and 5)	6. Date Exercisable and Expiration Date (Month/Day/Year)	7. Title and Amount of Underlying Securities (Instr. 3 and 4)	8. Price of Derivative Security (Instr. 5)	9. Number of Derivative Securities Owned Beneficially (Instr. 3 and 4)
				Code	V (A) (D)	Date Exercisable	Expiration Date	Title	Amount or Number of Shares

## Reporting Owners

Reporting Owner Name / Address	Relationships			
	Director	10% Owner	Officer	Other
CD&R Associates VIII, Ltd. C/O MAPLES CORPORATE SERVICES LIMITED P.O. BOX 309, UGLAND HOUSE GRAND CAYMAN, E9 KY1-1104		X		
CD&R ASSOCIATES VIII, LP C/O MAPLES CORPORATE SERVICES LIMITED P.O. BOX 309, UGLAND HOUSE GRAND CAYMAN, E9 KY1-110		X		
CD&R Investment Associates VIII, Ltd. C/O MAPLES CORPORATE SERVICES LIMITED P.O. BOX 309, UGLAND HOUSE GRAND CAYMAN, E9 KY1-1104		X		
CD&R Landscapes Holdings, L.P. C/O MAPLES CORPORATE SERVICES LIMITED PO BOX 309, UGLAND HOUSE, S. CHURCH ST. GEORGE TOWN, GRAND CAYMAN, E9 KY1-1104		X		

## Signatures

CD&R Associates VIII, Ltd. By: /s/ Theresa A. Gore, VP, Treas. and Asst. Sec.	12/06/2016
**Signature of Reporting Person	Date
CD&R Associates VIII, L.P. By: CD&R Investment Associates VIII, Ltd., its general partner, By: /s/ Theresa A. Gore, VP, Treas. and Asst. Sec.	12/06/2016
**Signature of Reporting Person	Date
CD&R Investment Associates VIII, Ltd. By: /s/ Theresa A. Gore, VP, Treas. and Asst. Sec.	12/06/2016

\_\_Signature of Reporting Person

Date

CD&R Landscapes Holdings, L.P. By: CD&R Associates VIII, Ltd., its general partner, By:  
/s/ Theresa A. Gore, VP, Treas. and Asst. Sec.

12/06/2016

\_\_Signature of Reporting Person

Date

## Explanation of Responses:

\* If the form is filed by more than one reporting person, *see* Instruction 4(b)(v).

\*\* Intentional misstatements or omissions of facts constitute Federal Criminal Violations. *See* 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).

CD&R Associates VIII, Ltd., as the general partner of CD&R Landscapes Holdings, L.P. ("CD&R Holdings"), CD&R Associates VIII, L.P., as the sole stockholder of CD&R Associates VIII, Ltd., and CD&R Investment Associates VIII, Ltd., as the general partner of CD&R Associates VIII, L.P., may each be deemed to beneficially own the shares of Common Stock held by CD&R Holdings.

(2) Each of CD&R Associates VIII, Ltd., CD&R Associates VIII, L.P. and CD&R Investment Associates VIII, Ltd. expressly disclaims beneficial ownership of the shares of Common Stock held by CD&R Holdings, except to the extent of its pecuniary interest therein.

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, *see* Instruction 6 for procedure.

Potential persons who are to respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB number. **Roman; font-size: 11pt">loss due to liability imposed upon the Insured as a result of the unlawful disclosure of non-public material information by the Insured or any Employee, or as a result of any Employee acting upon such information, whether authorized or unauthorized.**

Insuring Clause (G) of this policy does not cover any **Loss:**

23) caused by an identifiable **Employee** or a person or persons in collusion with any **Employee**.

Prior knowledge by any **Employee** that a fraudulent or malicious act by any other person or persons, has been or will be perpetrated, shall for the intent and purpose of this policy be deemed to be collusion if such **Employee** willfully or deliberately withholds knowledge from the **Insured** of any such act. Such withholding of knowledge from the **Insured** because of a threat to do bodily harm to any person or damage to the **Insured**'s premises or property shall not be deemed to be or to constitute collusion.

24) resulting from the accessing of any confidential information.

This exclusion shall not apply to the extent that such confidential information is used to support or facilitate the commission of an act covered under this policy.

25) resulting from mechanical failure, faulty construction, error in design, latent defect, wear or tear, gradual deterioration, electrical disturbance, **Recording Media** failure or breakdown or any malfunction or error in programming or errors or omissions in processing.

This exclusion shall not apply to the extent that the occurrence of any of the events listed in the above enables the commission of an act covered under this policy.

26) by reason of the input of **Electronic Data** by a third party who had authorised access to an authentication mechanism.

This exclusion shall not apply:

- (a) where the third party referred to above obtained access beyond the level for which that third party was authorised;

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- (b) theft of funds or **Property** transferred to any third party recipient as a result of any such input provided there is no collusion between such third party recipient and the person effecting such transfer and that it is a condition of coverage hereunder that the **Insured** takes all reasonable steps to secure the recovery of such funds.

27) resulting from **Computer Programs** which were corrupted or which contained fraudulent or malicious features at the time of their acquisition from a vendor or consultant, where those **Computer Programs** were developed for sale to or are sold to multiple consumers.

This exclusion shall not apply where:

- (a) no other purchaser of said **Computer Programs** has notified the same vendor or consultant of the same fraudulent features during a period of sixty (60) days from the date of **Discovery**;
- (b) at the time of **Discovery** such fraudulent features were contained solely on the **Computer Programs** sold to the **Insured**;
- (c) such fraudulent features were inserted subsequent to the date of acquisition by the **Insured**.

## 5. LOSS DISCOVERED

This policy applies to **Loss Discovered** by the **Insured** during the **Policy Period** or the **Extended Reporting Period** (if applicable).

## 6. AGGREGATE LIMIT OF LIABILITY

### A) Aggregate Limit of Liability

The **Insurer**'s total liability for all **Losses** discovered during the **Policy Period** shall not exceed the **Limit of Liability**. The **Limit of Liability** shall be reduced by the amount of any payment made under the terms of this policy.

Upon exhaustion of the **Limit of Liability** by such payments:

- (a) the **Insurer** shall have no further liability for **Loss** or **Losses** regardless of when discovered and whether or not previously reported to the **Insurer**; and
- (b) the **Insurer** shall have no obligation under General Agreement E) to continue the defense of the **Insured**, and upon notice by the **Insurer** to the **Insured** that the **Limit of Liability** has been exhausted; the **Insured** shall assume all responsibility for its defense at its own cost.

The **Limit of Liability** shall not be increased or reinstated by any recovery made and applied in accordance with sub-clause C) of Section 9. In the event that a loss of **Property** is settled by the **Insurer** through the use of a lost

instrument bond, such loss shall not reduce the **Limit of Liability**.

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**B) Single Loss Limit of Liability**

Subject to the **Limit of Liability**, the **Insurer**'s liability for each **Single Loss** shall not exceed the applicable **Single Loss Limit** shown in Item 4 of the Declarations. If a **Single Loss** is covered under more than one Insuring Agreement or Coverage, the maximum payable shall not exceed the largest applicable **Single Loss Limit**.

**7. NOTICE/PROOF - LEGAL PROCEEDINGS AGAINST INSURER**

- A) The **Insured** shall give written notice to the **Insurer** of any **Loss** as soon as reasonably practicable after it has been **Discovered** and in any event within thirty (30) days after the end of the **Policy Period**.
- B) The requirement contained in sub-clause A) above to give notice of a **Loss** shall be suspended and of no effect if such notice is in respect of a **Restricted Notification**. The suspension of the requirement to notify the **Insurer** of any **Loss** under sub-clause A) above in respect of a **Restricted Notification** shall end when and to the extent that the relevant legal or regulatory prohibition is lifted. Such notification, if permitted to do so by the regulatory, police or prosecuting authority, shall be accompanied by evidence as to why the **Insured** was initially prevented from disclosing the existence of any **Loss** to the **Insurer**. On such notification, the **Loss** shall be deemed to have been **Discovered** and the **Insurer** notified at the time the **Responsible Officer** first became aware of the **Loss**.
- C) Within six (6) months after such **Discovery** (or, where a **Restricted Notification** applies, within six (6) months of the relevant legal or regulatory prohibition being lifted), the **Insured** shall furnish to the **Insurer** proof of loss, duly sworn, with full known particulars. At the **Insured**'s request, and upon agreement of the **Insurer**, such period of time shall be extended to permit the **Insured** more time to determine the amount and/or particulars of its loss.
- D) Lost **Certificated Securities** listed in a proof of loss shall be identified by certificate or bond numbers if such securities were issued therewith.
- E) Legal proceedings for the recovery of any **Loss** hereunder shall not be brought prior to the expiration of sixty (60) days after the original proof of **Loss** is filed with the **Insurer**.
- F) This policy affords coverage only in favour of the **Insured**. No suit, action or legal proceedings shall be brought hereunder by anyone other than the named **Insured**.
- G) If the **Insured** is an institution under the supervision of the Federal Home Loan Bank Board, it is understood and agreed that in case of any **Loss** hereunder discovered either by the **Insured** or by the Federal Home Loan Bank of which the **Insured** is a member, the said Federal Home Loan Bank is empowered to give notice of the **Loss** to the **Insurer** within the period limited therefore.

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## 8. VALUATION

### A) Deductions

In determining the amount collectible under this policy for any **Loss**, all funds received and able to be lawfully retained by the **Insured** from any source whatsoever in connection with any matter from which a claimed **Loss** has arisen, including payments and receipts of principal, interest, dividends, commissions and the like, whenever received, shall be deducted from the amount actually paid out, advanced, taken or otherwise lost. The value of all property (including **Property**) received and able to be lawfully retained by the **Insured** from any source whatsoever in connection with any matter from which a claimed **Loss** has arisen, whenever received, shall likewise be deducted from the **Insured**'s claimed **Loss**. It is understood, however, that nothing in this policy shall be construed to mean that a claim is not recoverable hereunder until the amount of such deductions have been ascertained.

### B) Securities

- (i) If **Certificated Securities** are able to be reissued then the **Insured** may reissue them, or arrange for them to be reissued, with the prior approval of the **Insurer** (such approval shall not be unreasonably delayed or withheld) and the value of those **Certificated Securities** shall be the actual cost of their reissue plus any interest charges incurred in doing so.
- (ii) To the extent that the **Limit of Liability** is not exhausted by the **Insured** in the reissuing of **Certificated Securities** in accordance with sub-clause B) (i) above, the amount of **Loss** shall also include any premium required to be paid by the **Insured** to purchase lost instrument bonds for the reissuing of duplicate **Certificated Securities** without reference to their total face value.
- (iii) The amount of **Loss** shall also include any sums which the **Insured** may be required to pay either during the **Policy Period** or any time thereafter by reason of any lost instrument bonds issued or purchased by the **Insured** as referred to in sub-clause B) (ii) above.
- (iv) The **Insured** shall pay the cost of obtaining such lost instrument bond referred to in sub-clause B) (iii) above for that portion of the **Loss** which falls within the applicable deductible amount or which is in excess of the **Limit of Liability** remaining available for the payment of **Loss**.
- (v) The **Insurer** shall reimburse the **Insured** for the cost of obtaining such lost instrument bond referred to in sub-clause B) (iii) above for the amount of **Loss** which exceeds the applicable deductible amount and is within the **Limit of Liability**.
- (vi) If for any reason it is not possible to re-issue **Certificated Securities** the value of such **Certificated Securities** shall be determined by the closing London market value of such **Certificated Securities** on the day of **Discovery** of the **Loss** (or if **Discovered** during a weekend or national holiday, on the next business day thereafter). The basis of valuation shall include any accrued interest (including coupons), dividends and privileges up to the date of **Discovery** of the **Loss**.

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- (vii) The valuation of **Certificated Securities** shall include external interest or interest charges up to the date of **Discovery** of the **Loss** necessarily incurred by the **Insured**, or for which the **Insured** is legally liable, as the direct result of a loss of **Certificated Securities** covered under this policy.
- (viii) In case of a loss of subscription, conversion, redemption or other similar privileges the value of such privileges shall be the closing London market value of such privileges immediately preceding the expiration thereof.

C) Precious Metals

The value of precious metals shall be determined by their average London market value on the day of **Discovery** of the **Loss** (or if **Discovered** during a weekend or national holiday, on the next business day thereafter).

D) Electronic Data, Electronic Communications and Computer Programs

- (i) To the extent that a **Loss** comprises solely the cost of reconstituting **Electronic Data, Electronic Communications** or **Computer Programs** following the **Impairment** of such **Electronic Data, Electronic Communications** or **Computer Programs**, the valuation of such **Electronic Data, Electronic Communications** or **Computer Programs** shall be the cost of labor for the actual transcription or copying in order to reproduce such **Electronic Data, Electronic Communications** or **Computer Programs**, including the cost of purchasing a software licence necessary to reproduce such **Electronic Data, Electronic Communications** or **Computer Programs**.

If **Electronic Data** or **Computer Programs** were purchased from a third party, the valuation of such **Electronic Data** or **Computer Programs** shall include the purchase price of that **Electronic Data** or **Computer Programs** from that third party if that price is less than the cost of transcription or copying.

- (ii) If **Electronic Data** cannot be reproduced and that **Electronic Data** represents:
  - 1) securities, or other instruments having a value, then the valuation shall be as indicated in sub-clause B) (Securities) above; or
  - 2) **Evidences of Debt**, then the valuation of such items shall be as indicated in sub-clause B) (Securities) above; if such **Evidences of Debt** cannot be valued as indicated in sub-clause B) (Securities) above, then the **Evidences of Debt** shall be valued in accordance with sub-clause H) (Lending) below. In the event that it is not possible to value the **Evidences of Debt** as indicated in sub-clause B), Securities above or in accordance with in sub-clause H) (Lending) below, then the valuation of such **Evidences of Debt** shall be the actual monetary value of the debt on the day of **Discovery** of the **Loss** (or if **Discovered** during a weekend or national holiday, on the next business day);
  - 3)

**Money**, then the valuation of such **Electronic Data** shall be its actual monetary value at the time of the **Loss**. However, in the event that such **Loss** is suffered in a currency other than the currency stated in the Declarations, then the valuation of such **Electronic Data** shall be as indicated in sub-clause I) (Currency Valuation) below.

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E) Recording Media

The value of **Recording Media** shall be the replacement cost of **Recording Media** of the equivalent kind or quality plus the value of any **Electronic Data** or **Computer Programs** stored on such **Recording Media**, as described in sub-clause D) (Electronic Data, Electronic Communications and Computer Programs) above.

F) Books of Accounts and Records

The value of books of accounts or other records used by the **Insured** in the conduct of their business, shall be the cost of blank books, blank pages or other materials plus the cost of labor and computer time for the actual transcription or copying of data which shall have been furnished by the **Insured** in order to reproduce such books and other records.

G) Other Property

In the case of the loss of, damage to, or destruction of any property (including **Property**) other than as described in sub-clauses B) to F) above, the value of such property (including **Property**) shall be the actual cash value of such property (including **Property**) on the day of **Discovery** (or if **Discovered** during a weekend or national holiday, on the next business day thereafter).

H) Lending

The value of **Lending** shall be the amount of monies paid out, advanced or withdrawn by the **Insured** in relation to such **Lending** (subject always to sub-clause A) (Deductions) above).

I) Currency Valuation

In the event that a **Loss** is suffered in a currency other than the currency stated in the Declarations, the rate of exchange applicable thereto for the purposes of determining the valuation of **Loss** shall be the closing mid-spot rate on the London market on the day of **Discovery** of its **Loss** (or if **Discovered** during a weekend or national holiday, on the next business day thereafter).

## 9. ASSIGNMENT-SUBROGATION-RECOVERIES-COOPERATION

- A) In the event of payment under this policy, the **Insured** shall deliver, if so requested by the **Insurer**, an assignment of such of the **Insured**'s rights, title and interest and causes of action as it has against any person or entity to the extent of the **Loss** payment.
- B) In the event of payment under this policy, the **Insurer** shall be subrogated to all of the **Insured**'s rights of recovery therefore against any person or entity to the extent of such payment, provided, however, that the **Insurer** shall not be subrogated to any such rights or claims one named **Insured** under this policy may have against another named **Insured** under this policy.

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- C) Recoveries, whether effected by the **Insurer** or by the **Insured** shall be applied net of the expense of such recovery first to the satisfaction of the **Insured**'s **Loss** which would otherwise have been paid but for the fact that it is in excess of either the **Limit of Liability** or the **Single Loss Limit**, secondly, to the **Insurer** as reimbursement of amounts paid in settlement of the **Insured**'s claim, and thirdly, to the **Insured** in satisfaction of any deductible amount. Recovery on account of **Loss** of securities as set forth in the sub-clause B of Section 8 or recovery from reinsurance and/or indemnity of the **Insurer** shall not be deemed a recovery as used herein.
- D) Upon the **Insurer**'s request and at reasonable times and places designated by the **Insurer** the **Insured** shall:
- 1) submit to examination by the **Insurer** and subscribe to the same under oath; and
  - 2) produce for the **Insurer**'s examination all pertinent records; and
  - 3) cooperate with the **Insurer** in all matters pertaining to the **Loss**.
- E) The **Insured** shall execute all papers and render assistance to secure the **Insurer** the rights and causes of action provided for herein. The **Insured** shall do nothing after discovery of **Loss** to prejudice such rights or causes of action.

#### 10. LIMIT OF LIABILITY UNDER THIS POLICY AND PRIOR INSURANCE

With respect to any **Loss** set forth in Section 6 of this policy which is recoverable or recovered in whole or in part under any other bonds or policies issued by the **Insurer** 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 **Insurer** under this policy and under such bonds or policies shall not exceed, in the aggregate, the amount carried hereunder on such **Loss** or the amount owed to the **Insured** under such other bonds or policies, as limited by terms and conditions thereof, for any such **Loss** if the latter amount be the larger.

If the coverage of this policy supersedes in whole or in part the coverage of any other bond or policy of insurance issued by an insurer other than the **Insurer** and terminated, canceled or allowed to expire, the **Insurer**, with respect to any loss sustained prior to such termination, cancellation or expiration and discovered within the period permitted under such other bond or policy for the discovery or loss there under, shall be liable under this policy only for that part of such **Loss** covered by this policy as is in excess of the amount recoverable or recovered on account of such **Loss** under such other bond or policy, anything to the contrary in such other bond or policy notwithstanding.

#### 11. OTHER INSURANCE OR INDEMNITY

Coverage afforded hereunder shall apply only as excess over any valid and collectible insurance or indemnity obtained by the **Insured**, or by one other than the **Insured** on **Property** subject to exclusion 17) or by a **Transportation Company**, or by another entity on whose premises the loss occurred or which employed the person causing the loss or the messenger conveying the **Property** involved.

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## 12. OWNERSHIP

This policy shall apply to loss of **Property**: (1) owned by the **Insured**; (2) held by the **Insured** in any capacity; or (3) for which the **Insured** is legally liable. This policy shall be for the sole use and benefit of the **Insured** named in the Declarations.

## 13. DEDUCTIBLE AMOUNT

The **Insurer** shall be liable hereunder only for the amount by which any **Single Loss** exceeds the **Single Loss** deductible amount for the Insuring Agreement or Coverage applicable to such **Loss**, subject to the **Limit of Liability** and the applicable **Single Loss Limit**.

## 14. TERMINATION OR CANCELATION

This policy terminates as an entirety upon occurrence of any of the following:

- (a) sixty (60) days after the receipt by the **Insured** of a written notice from the **Insurer** of its desire to cancel this policy; or
- (b) immediately upon the receipt by the **Insurer** of a written notice from the **Insured** of its desire to cancel this policy; or
- (c) immediately upon the taking over of the **Insured** by a receiver or other liquidator or by State or Federal officials; or
- (d) immediately upon the taking over of the **Insured** by another institution; or
- (e) immediately upon exhaustion of the **Limit of Liability**; or
- (f) immediately upon expiration of the **Policy Period**.

This policy terminates as to the subsequent acts of any **Employee** or any partner, officer or employee of any processor

(a) as soon as any **Insured**, or any director or officer not in collusion with such person, learns of any dishonest or fraudulent act or **Theft** committed by such person at any time, whether in the employment of the **Insured** or otherwise, whether or not of the type covered under Insuring Agreement (A), against the **Insured** or any other person or entity, without prejudice to the loss of any **Property** then in transit in the custody of such person, or (b) fifteen (15) days after the receipt by the **Insured** of a written notice from the **Insurer** of its desire to cancel this policy as to such person.

Termination of the policy as to any **Insured** terminates liability for any **Loss** sustained by such **Insured** which is **Discovered** after the effective date of such termination.

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Notwithstanding anything to the contrary contained in this Section 14, this policy shall not be canceled, terminated or modified except after written notice shall have been given by the acting party to the affected party and the Securities and Exchange Commission not less than sixty (60) days prior to the effective date of cancelation, termination or modification.

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If the **Insured** is an institution **Insured** by the Federal Savings and Loan Insurance Corporation, termination or cancellation of this policy in its entirety, whether by the **Insured** or the **Insurer**, as provided in parts (a) and (b) in the first paragraph of this Section 14, shall not take effect prior to the expiration of ten (10) days from the receipt by the Federal Home Loan Bank of which the **Insured** is a member of written notice of such termination or cancellation unless an earlier date of termination or cancellation is approved by said Federal Home Loan Bank.

#### 15. NOTICE PROVISIONS

This policy shall not be canceled or terminated as provided in Section 14, or modified by rider, except after written notice shall have been given by the acting party to the affected party, and to the Securities and Exchange Commission, Washington, D.C., not less than sixty (60) days prior to the effective date of such cancellation, termination or modification.

#### 16. HEADINGS

The descriptions in the headings and any sub-headings of this policy (including any titles given to any endorsement attached hereto) are inserted solely for convenience and do not constitute any part of the terms or conditions hereof.

#### 17. DISPUTES

Any disputes in connection with the coverage afforded by this policy that cannot be resolved between the **Insured** and **Insurer** within fourteen (14) days of that dispute first arising shall be submitted to the American Arbitration Association under and in accordance with its then prevailing commercial arbitration rules. It is further understood and agreed that the arbitration will be held in New York, U.S.A. and that the awards rendered by the arbitrator(s) shall be final and binding upon the parties and judgement thereon may be entered in any court having jurisdiction thereof.

#### 18. EXTENDED REPORTING PERIOD

If the **Insurer** or the **Insured** shall cancel or decline to renew this policy, the **Insured** shall have the right, upon payment of an additional premium of one hundred per cent (100%) of the **Full Annual Premium**, to an extended reporting period of three hundred and sixty five (365) days following the effective date of such cancellation or non-renewal in which to give written notice to the **Insurer** of any **Loss Discovered** during such extended reporting period arising out of acts committed or events occurring prior to the end of the **Policy Period** and otherwise covered by this policy.

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The rights contained in this Section 18 shall terminate, however, unless written notice of such election together with the additional premium due is received by the **Insurer** within thirty (30) days of the effective date of cancelation or non-renewal. The additional premium for the extended reporting period shall be fully earned at the inception of the extended reporting period. The extended reporting period is not cancelable. The rights contained within this Section 18 shall not apply to any cancelation of this policy resulting from non-payment of premium.

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## 19. DEFINITIONS

Terms appearing in bold type font in this policy shall be defined as follows:

**Acceptance** means a draft, which the drawee has, by signature written thereon, engaged to honor as presented.

**Account Code** means a confidential and protected string of characters that identifies or authenticates a person and permits said person to gain access to a **Telephone System** for the purpose of making long distance toll calls or utilizing voice mail box messaging capabilities or other similar functional features of a **Telephone System**.

**Application** means:

(i) the application for this policy, any attachment to any such application, any other materials submitted with or incorporated into any such application and any documents submitted to the **Insurer** specifically in connection with the underwriting of this policy; and,

(ii) to the extent made by or required of the **Insureds**: any public documents filed during the twelve (12) month period immediately prior to the inception date of this policy by the **First Named Insured** with the Securities and Exchange Commission or any similar federal, state, local or foreign regulatory body, and any other written public statement or certification required by law to be made by the Chief Executive Officer, Chief Financial Officer or other Executive Officer of the **First Named Insured** regarding the accuracy, completeness or adequacy of such **Insured s** financial statements, SEC filings, or internal controls; whether or not such public documents, statements or certifications are furnished to the **Insurer**.

**Certificate of Deposit** means an acknowledgment in writing by a **Financial Organization** of receipt of **Money** with an engagement to repay it.

**Certificated Security** means a share, participation or other interest in property or an enterprise of the issuer or an obligation of the issuer, which is:

(i) represented by an instrument issued in bearer or registered form;

(ii) of a type commonly dealt in on securities exchanges or markets or commonly recognized in any area in which it is issued or dealt in as a medium for investment; and

(iii) either one of a class or series or by its terms divisible into a class or series of shares, participations, interests or obligations.

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**Computer or Telephonic Fraud** means:

- (i) the **Impairment** of:
  - (a) any **Electronic Data** (including but not limited to any **Electronic Data** contained in any **Electronic Communication**); and/or
  - (b) any **Computer Programs**; and/or
  - (c) any **Uncertificated Security**; and/or
  - (d) any **Electronic Communications** on which the **Insured**, or any **Financial Organization** or **Service Bureau** acting on behalf of the **Insured**, have acted or relied; and/or
- (ii) the **Insured**, or any **Financial Organization** or **Service Bureau** acting on behalf of the **Insured**, having acted or relied upon any **Electronic Communications** or **Telephonic Communications**, purporting to have been, but were not, sent or made by:
  - (a) any office or department of the **Insured**; and/or
  - (b) another **Financial Organization**; and/or
  - (c) a customer or client of the **Insured**, any shareholder of or subscriber to shares issued by any **Fund** or an authorized representative of such customer, client, shareholder or subscriber when acting in that capacity; and/or
  - (d) a **Service Bureau**;
- (iii) a **Financial Organization**, a customer or client of the **Insured**, any shareholder of or subscriber to shares issued by any **Fund** or an authorized representative of such customer, client, shareholder or subscriber when acting in that capacity or a **Service Bureau** having acted or relied upon any **Electronic Communications** or **Telephonic Communications**, purporting to have been, but were not, sent or made by:
  - (a) the **Insured**; or
  - (b) another **Financial Organization** or **Service Bureau** acting on behalf of the **Insured**; and/or

- (iv) the unauthorised use of an **Account Code** or **System Password** contained in a **Telephone System** owned or leased by the **Insured**, with the intention of directing telephone toll charges onto the **Insured**.

**Computer Programs** means a collection of instructions that describes a task, or set of tasks, to be carried out by a **Computer System**, including but not limited to application software, operating systems, firmware and compilers.

**Computer System** means a computer and all input, output, processing, storage (including but not limited to off-line media libraries), intranets and communication facilities including related communication or open systems networks and extranets which are connected directly or indirectly to such a device.

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**Counterfeit** means an imitation of an actual valid original, which is intended to deceive and to be taken as the original.

**Custodian** means:

- (i) any party with which the **Insured** has a written or electronic agreement for the provision of purchasing services, safekeeping, registration and entitlement records for the **Insured**;
- (ii) any regulated central securities depository.

**Custodian** shall also include a sub-custodian, being any regulated person or organization which:

- (a) is involved in the provision of custodial services; and
- (b) has a written or electronic agreement with the custodian detailed in sub-clause (i) or (ii) above for the provision of such services.

**Deductible** means the amount stated in Item 6 of the Declarations.

**Depository** means any securities depository (other than any foreign securities depository) in which a **Fund** may deposit its securities in accordance with Rule 17f-4 under the Investment Company Act of 1940.

**Discovered** or **Discovery** means when any **Responsible Officer** first becomes aware of, or has any knowledge of, any act, omission or event which could reasonably be foreseen to give rise to a **Loss** covered by this policy, even though the exact amount or details of such **Loss**, act, omission or event are not known at the time of such discovery.

**Discovery** also occurs when any **Responsible Officer** first receives notice of an actual or potential claim in which it is alleged that the **Insured** is liable to a third party under circumstances which, if true would constitute a loss under this policy.

**Electronic Communications** means instructions, messages, information or payments that have been, or appear to have been:

- (i) transmitted electronically:
  - (a) through an **Electronic Communication System**; or

- (b) over the Internet; or
- (ii) communicated through the delivery of **Recording Media**.

**Electronic Communication System** means systems which permit the electronic transmission of instructions, messages, information or payments, including but not limited to:

- (i) touch tone telephone communication systems;
- (ii) telex, TWX or telefacsimile; and
- (iii) **Computer Systems** which operate automated teller machines or point of sale terminals.

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**Electronic Data** means facts or information converted to a form usable in a **Computer System** or an **Electronic Communications System** and which is stored on or capable of being stored on **Recording Media**.

**Employee** means:

- (i) any of the **Insureds** officers or employees while performing services for the **Insureds** offices; and
- (ii) any of the officers or employees of any predecessor of the **Insured** whose principal assets are acquired by the **Insured** by consolidation or merger with, or purchase of assets or capital stock of, such predecessor; and
- (iii) attorneys retained by the **Insured** to perform legal services for the **Insured** and the employees of such attorneys while such attorneys or the employees of such attorneys are performing such services for the **Insured**; and
- (iv) guest students pursuing their studies or duties in any of the **Insureds** offices; and
- (v) directors or trustees of the **Insured** but only while performing acts coming within the scope of the usual duties of an officer or employee or while acting as a member of any committee duly elected or appointed to examine or audit or have custody of or access to the property of the **Insured**; and
- (vi) any individual or individuals assigned to perform the usual duties of an employee within the premises for the **Insured**, by any agency furnishing temporary personnel on a contingent or part-time basis; and
- (vii) each natural person, partnership or corporation authorized by written or electronic agreement with the **Insured** to perform services as electronic data processor of checks or other accounting records of the **Insured**; and
- (viii) any employee or any partner of any named **Insured**; and
- (ix) any consultant whilst performing services or duties on behalf of the **Insured**; and
- (x) each officer, partner or employee of:
  - (a) any **Depository** or **Exchange**;
  - (b)

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any nominee in whose name is registered any security included in the systems for the central handling of securities established and maintained by any **Depository**; and

(c) any recognized service company which provides clerks or other personnel to any **Depository** or **Exchange** on a contract basis,  
while such officer, partner or employee is performing services for any **Depository** in the operation of systems for the central handling of securities; and

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(xi) each officer, director, trustee, partner or employee of:

(a) an investment adviser;

(b) an underwriter (distributor);

(c) a transfer agent or shareholder accounting record-keeper; or

(d) an administrator authorized by written or electronic agreement to keep financial and/or other required records,

for a **Fund**, but only while:

(1) such officer, partner or employee is performing acts coming within the scope of the usual duties of an officer or employee of an **Insured**; or

(2) such officer, director, trustee, partner or employee is acting as a member of any committee duly elected or appointed to examine or audit or have custody of or access to the **Property** of the **Insured**; or

(iii) such director or trustee (or anyone acting in a similar capacity) is acting outside the scope of the usual duties of a director or trustee.

**Employee** does not include any officer, director, trustee, partner or employee of a transfer agent, shareholder accounting record-keeper or administrator:

(a) which is not an affiliated person (as defined in section 2(a) of the Investment Company Act of 1940) of a **Fund** or of the adviser or underwriter of such **Fund**; or

(b) which is a Bank (as defined in section 2(a) of the Investment Company Act of 1940).

**Evidence of Debt** means an instrument, including a **Negotiable Instrument**, executed by a customer or client of the **Insured** and held by the **Insured** which in the regular course of business is treated as evidencing the customer's or client's debt to the **Insured**.

**Exchange** means any national securities exchange registered under the Securities Exchange Act of 1934.

**Extended Reporting Period** means the extended reporting period set forth under Section 18 (Extended Reporting Period) of this policy.

**Financial Organization** means:

- (i) any bank, credit institution, financial institution, undertaking for collective investment in securities, investment firm, stockbroker, asset management company, building society, friendly society, or similar organization;
- (ii) a regulated investment exchange or automated clearing house.
- (iii) any **Custodian**.

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**First Named Insured** means the entity first named in Item 1 of the Declarations.

**Forgery** means the signing of the name of another person or organization with intent to deceive; it does not mean a signature, which consists in whole, or in part of one's own name signed with or without authority, in any capacity, for any purpose.

**Fraudulent Retention** means:

- (i) the wrongful retention of funds or **Property** by a third party recipient without contractual or other legal right to such retention;
- (ii) the inability to recover any funds or **Property** erroneously transferred into the account of a third party recipient, despite all reasonable efforts to secure such recovery, solely because:
  - (a) the third party recipient is unknown; or
  - (b) such funds or **Property** have been misappropriated.

**Full Annual Premium** means the premium level in effect immediately prior to the end of the **Policy Period**.

**Fund(s)** means the investment company(ies) which are:

- (i) specifically listed in this policy; or
- (ii) created or acquired during the **Policy Period** in accordance with General Agreement B) (3).

**Guarantee** means a written undertaking obligating the signer to pay the debt of another to the **Insured** or its assignee or to a financial institution from which the **Insured** has purchased participation in the debt if the debt is not paid in accordance with its terms.

**Impairment** means fraudulent, dishonest, malicious or criminal:

- (i) preparation; and/or
- (ii) input; and/or

(iii) modification; and/or

(iv) deletion,  
whether actual or attempted by or at the behest of any person or persons.

**Instruction** means a written order to the issuer of an **Uncertificated Security** requesting that the transfer, pledge or release from pledge of the **Uncertificated Security** specified be registered.

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**Insured** means:

- (i) the **Named Insured**; and
- (ii) any other entity designated as an **Additional Named Insured** under this policy.

**Insurer** means AXIS Specialty Europe SE.

**Legal Proceeding** means any legal proceeding brought to determine the **Insured**'s liability for any **Loss**, claim or damage which, if established, would constitute a collectible **Loss** under this policy.

**Lending** or **Loan** means any of the following:

- (i) all extensions of credit by the **Insured** and all transactions creating a creditor or lessor relationship in favour of the **Insured**, including but not limited to transactions by which the **Insured** assumes an existing creditor or lessor relationship and includes any such extensions of credit, whether authorised or unauthorised; and/or
- (ii) any note, account, agreement or other **Evidence of Debt** assigned or sold to, or discounted or otherwise acquired by the **Insured**, including but not limited to the purchase, discounting or other acquisition of false or genuine accounts or invoices.

**Letter of Credit** means an engagement in writing by a **Financial Organization** or other person made at the request of a customer that the **Financial Organization** or other person will honor drafts or other demands for payment upon compliance with the conditions specified in the **Letter of Credit**.

**Limit of Liability** means the amount stated in Item 3 of the Declarations.

**Loss** means:

- (i) direct financial loss sustained by the **Insured** and as set out in the policy;
- (ii) **Preparation Costs**; and/or
- (iii) **Verification and Reconstitution Costs**.

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**Malicious Code** means any unauthorised, corrupting or harmful software code, including but not limited to computer viruses, Trojan horses, keystroke loggers, spyware, adware, worms and logic bombs.

**Money** means a medium of exchange in current use authorized or adopted by a domestic or foreign government as a part of its currency.

**Named Insured** means the entity(ies) specified in Item 1 of the Declarations.

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**Negotiable Instrument** means any writing:

- (i) signed by the maker or drawer; and
- (ii) containing any unconditional promise or order to pay a sum certain in **Money** and no other promise, order, obligation or power given by the maker or drawer; and
- (iii) is payable on demand or at a definite time; and
- (iv) is payable to order or bearer.

**Policy Period** means the period of time from the inception date shown in Item 2 of the Declarations to the earlier of the expiration date shown in Item 2 of the Declarations or the effective date of cancelation of this policy.

**Preparation Costs** means costs, charges, fees, disbursements and expenses incurred and/or paid by the **Insured**, with the prior written approval by the **Insurer** (such approval not to be unreasonably delayed or withheld), for independent outside accountants, solicitors or other specialists or professional persons to determine, or attempt to determine the amount and/or extent of any direct financial loss covered under this policy.

**Prior Policy** means the policy identified in Item 10 of the Declarations.

**Property** means **Money, Certificated Securities, Uncertificated Securities, Negotiable Instruments, Certificates of Deposit**, documents of title, **Acceptances, Evidences of Debt**, security agreements, **Withdrawal Orders**, certificates of origin or title, **Letters of Credit**, insurance policies, abstracts of title, deeds and mortgages on real estate, revenue and other stamps, tokens, unsold state lottery tickets, books of account and other records whether recorded in writing or electronically, gems, jewellery, precious metals of all kinds and in any form, and tangible items of personal property which are not hereinbefore enumerated.

**Property** shall include **Recording Media**.

**Recording Media** means the physical components or materials on which **Electronic Data** or **Computer Programs** can be recorded.

**Responsible Officer** means the person(s) stated under Item 9 of the Declarations.

**Restricted Notification** means when the **Insured** is prevented from disclosing the existence of any **Loss** to the **Insurer** after it has been **Discovered** due to any legal or regulatory prohibition, following any investigation or

enquiry commenced by or on behalf of any regulatory, police or prosecuting authority anywhere in the world.

**Self-Regulatory Organization** means any association of investment advisers or securities dealers registered under the federal securities laws, or any **Exchange**.

**Service Bureau** means a natural person, partnership or corporation authorised by written or electronic agreement with the **Insured** to perform data processing services using **Computer Systems**.

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**Single Loss** means all covered **Loss**, including court costs and legal costs, charges, fees, disbursements and expenses incurred by the **Insurer** under General Agreement E), resulting from:

- (i) any one act or series of related acts of burglary, robbery or attempt thereof, in which no **Employee** is implicated; or
- (ii) any one act or series of related unintentional or negligent acts or omissions on the part of any person (whether an **Employee** or not) resulting in damage to or destruction or misplacement of property; or
- (iii) all acts or omissions other than those specified in (i) and (ii) preceding, caused by any person (whether an **Employee** or not) or in which such person is implicated; or
- (iv) any one casualty or event not specified in (i), (ii) or (iii) preceding.

**Single Loss Limit** means the amount(s) stated in Item 4 of the Declarations.

**Statement of Uncertificated Security** means a written statement of the issuer of an **Uncertificated Security** containing:

- (i) a description of the issue of which the **Uncertificated Security** is a part;
- (ii) the number of shares or units: transferred to the registered owner; pledged by the registered owner to the registered pledgee; released from pledge by the registered pledgee; registered in the name of the registered owner on the date of the statements; or subject to pledge on the date of the statement;
- (iii) the name and address of the registered owner and registered pledgee;
- (iv) a notation of any liens and restrictions of the issuer and any adverse claims to which the **Uncertificated Security** is or may be subject or a statement that there are none of those liens, restrictions or adverse claims; and
- (v) the date the transfer of the shares or units to the new registered owner of the shares or units was registered, the pledge of the registered pledgee was registered or of the statement, if it is a periodic or annual statement.

**System Password** means a confidential and protected string of characters that identifies or

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authenticates a person and permits said person to gain access to the **Telephone System** or any portion thereof in order to perform security functions, system administration or maintenance functions.

**Telephonic Communications** means instructions, messages, information or payments made over the telephone or by Voice over Internet Protocol (VoIP), or other forms of IP or broadband telephony.

**Telephone System** means a private branch exchange, a third party hosted telephony service, voice mail processor, automated call-back attendant or a **Computer System** with a similar capacity.

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**Tested** means a method of authenticating the contents of a communication by utilizing:

- (i) a valid test key, including but not limited to a digital signature, public key cryptography, asymmetric cryptography or other similar technologies or encryption methods, for the purpose of protecting the integrity of that communication; or
- (ii) a Personal Identification Number (PIN); or
- (iii) a call back procedure to an authorised person, other than the individual initiating the communication.

**Theft** means robbery, burglary or hold-up, occurring with or without violence or the threat of violence.

**Transportation Company** means any organization, which provides its own or leased vehicles for transportation or which provides freight forwarding or air express services.

**Uncertificated Security** means a share, participation or other interest in property of or an enterprise of the issuer or an obligation of the issuer, which is:

- (i) not represented by an instrument and the transfer of which is registered upon books maintained for that purpose by or on behalf of the issuer;
- (ii) of a type commonly dealt in on securities exchanges or markets; and
- (iii) each one of a class or series or by its terms divisible into a class or series of shares, participations, interests or obligations.

**Verification and Reconstitution Costs** means costs, charges, fees, disbursements and expenses incurred and/or paid by the **Insured**, with the prior written approval by the **Insurer** (such approval not to be unreasonably delayed or withheld), for the verification or reconstitution or removal of:

- (i) **Computer Programs** or **Electronic Data** which have been the subject of **Impairment**; or
- (ii) **Malicious Code**.

**Withdrawal Order** means a non-negotiable instrument, other than an **Instruction**, signed by a customer or client of the **Insured** or any shareholder of or subscriber to shares issued by any **Fund** authorizing the **Insured** to debit the customer's, client's, shareholder's or subscriber's account in the amount of funds stated therein.



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**ENDORSEMENT NO. 1 ATTACHING TO SECTION A AND SECTION B**

**ADDITIONAL INSURED ENDORSEMENT**

This endorsement forms a part of Policy number B080120420P16 issued to ABERDEEN AUSTRALIA EQUITY FUND INC.

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

This policy is endorsed to provide cover for the following Additional Named Insured:

FIRST AUSTRALIA FUND INC.

All other terms, conditions and exclusions remain unchanged.

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**ENDORSEMENT NO. 2 ATTACHING TO SECTION A AND SECTION B**

**NO CLAIMS BONUS ENDORSEMENT**

This endorsement forms a part of Policy number B080120420P16 issued to ABERDEEN AUSTRALIA EQUITY FUND INC.

The **Insurer** agrees to pay a 2.5% no claims bonus at the end of the second consecutive 12 month policy period provided no claims or circumstances have been notified to the **Insurer** during the policy periods. For the purposes of the no claims bonus any Extended Reporting Period invoked or extension of coverage granted by the **Insurer** shall be deemed part of the policy period and must elapse without any claims or circumstances being notified to the **Insurer** for the Insured to qualify for the no claims bonus.

The 2.5% no claims bonus will be calculated upon the 2017 12 month policy periods annual premium and payable upon successful renewal with the **Insurer** in 2018.

All other terms, conditions and exclusions remain unchanged.

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