



City of Lawton

City Transit Trust

Agenda

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Tuesday, November 7, 2023

2:00 PM

Lawton City Hall

Call To Order

Roll Call

Old Business

1. Consider allowing HTG-Lawton Management LLC and LATS to use 'The City of Lawton Transit Trust as the first named insured for LATS liability insurance. [23-982](#)

Attachments: [Hudson Insurance Package Policy](#)
[Hudson Insurance Policy Umbrella](#)
[22-23_PEA0005234-03_AUTO_POLICY_Insured_Copy_pdf_2477553](#)

New Business

2. Consider accepting the recommendation and approving the contract from Tripspark Technologies for a fixed route technology ecosystem and paratransit & and demand response software suite for the Lawton Area Transit System and allow the General Manager to execute the 5-year contract for their software and services. [23-988](#)

Attachments: [Sole Source upgrade & justification letter](#)
[Contract between LATS & Tripspark](#)

3. Receive a presentation for introducing micro-transit availability within Lawton and Fort Sill and take action as necessary. [23-997](#)

Adjournment



City of Lawton

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Commentary

File #: 23-982

Agenda Date: 11/7/2023

Agenda No: 1.

ITEM TITLE:

Consider allowing HTG-Lawton Management LLC and LATS to use 'The City of Lawton Transit Trust as the first named insured for LATS liability insurance.

INITIATOR: Charlotte Brown, Community Services Director

STAFF INFORMATION SOURCE: LATS General Manager

BACKGROUND: Most insurance underwriters will not write an insurance quote unless the first name insured is an actual public entity (City of Lawton Transit Trust/City of Lawton), not a private third-party such as HTG-Lawton Mgt LLC. The main reason for this is due to the governmental tort liability protection. HTG-Lawton Mgt LLC will still be listed as additional insureds on the insurance policies. By adding Lawton City Transit Trust as the first insured, it will allow more insurance underwriters to participate when the LATS brokers accept bids for insurance premiums on an annual basis. More competition means the potential for lower rates and thus savings for the City of Lawton Transit Trust.

EXHIBIT: Hudson Insurance Package Policy
Hudson Insurance Umbrella Policy
Hudson Insurance Auto Policy

KEY ISSUES: None.

FUNDING SOURCE: : FTA (50%) and the Trust (50%)

STAFF RECOMMENDED COUNCIL ACTION: Allow HTG-Lawton Management LLC and LATS to use 'The City of Lawton Transit Trust as the first named insured for LATS liability insurance.



Underwritten by: Hudson Insurance Company
100 William Street
New York, NY 10038

1-212-978-2800

In Witness Whereof, the Company has caused this policy to be executed and attested.

A handwritten signature in dark ink, appearing to read "Dina Daskalakis".

Dina G. Daskalakis
Secretary

A handwritten signature in dark ink, appearing to read "Christy L. Gallagher".

Christopher L. Gallagher
President

The information contained herein replaces any similar information contained elsewhere in the policy.

Hudson Insurance Company

POLICYHOLDER NOTICE—OKLAHOMA

This notice is required by the Oklahoma Department of Insurance.

This policy does not provide coverage for:

Other exclusions apply. Please read the entire policy carefully to determine rights, duties and what is and is not covered. Contact your agent if you have any questions.

Hudson Insurance Company

CLAIM REPORTING INFORMATION

Your insurance policy has been placed with the Hudson Insurance Group,.

Our commitment to you is to provide fast, fair claim service. Promptly reporting an event that could lead to a claim, as required by your policy, helps us fulfill this commitment to you. Please refer to your policy for this and all other terms and conditions.

To report a claim, you may contact the Hudson Insurance Group 24 hours a day, 7 days a week, by calling **1-800-884-1138** or email the Claims general mailbox at

HudsonClaims300@hudsoninsgroup.com .

Thank you for your business and as always, we appreciate the opportunity to serve you.

HOW TO REPORT A CLAIM
<p>Call 1-800-884-1138 or visit our Web site at www.hudsoninsgroup.com</p> <p>In order to expedite this process, please be prepared to furnish as much of the following information as possible:</p> <ul style="list-style-type: none">• Your policy number• Date, time and location of the loss/accident• Details of the loss/accident• Name, address and phone number of any involved parties• If applicable, name of law enforcement agency or fire department along with the incident number <p>Please refer to your policy for specific claim reporting requirements.</p>

Hudson Insurance Company

100 William Street

New York, NY 10038

Tel.: 212-978-2800 Fax: 212-978-2899

Public Entity Policy

IMPORTANT: IF ATTACHED, EMPLOYMENT PRACTICES LIABILITY COVERAGE AND FIREFIGHTERS PROFESSIONAL LIABILITY COVERAGE ARE CLAIMS MADE COVERAGES. IF ATTACHED, PUBLIC OFFICIALS LIABILITY COVERAGE MAY BE CLAIMS MADE COVERAGE OR CLAIMS MADE AND REPORTED COVERAGE. IF ATTACHED, LAW ENFORCEMENT LIABILITY COVERAGE MAY BE CLAIMS MADE COVERAGE. PLEASE READ YOUR POLICY CAREFULLY.

THIS POLICY JACKET, WITH THE COVERAGE FORM(S), DECLARATIONS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THIS POLICY.

IN WITNESS WHEREOF, We have caused this policy to be executed by our President and our Corporate Secretary at New York, New York.

Handwritten signature of Dima Daskal in black ink.

Secretary

Handwritten signature of Christy Z. Gallo in black ink.

President

COMMON POLICY DECLARATIONS

PEP0005271-02

Renewal of Number

Hudson Insurance Company100 William Street
New York, NY 10038
Tel.: 212-978-2800 Fax: 212-978-2899

PEP0005271-03

Policy Number**Name Insured and Mailing Address**HTG-Lawton Management LLC
(See Schedule of Named Insureds)
P.O. Box 286
Lawton, OK 73502**Agent Name and Address**Euclid Public Sector, LLC
234 Spring Lake Drive
Itasca, IL 60143**Policy Period**

From: 12/01/2022

To: 12/01/2023

Term: 1 Year

12:01 A.M., Standard Time at your mailing address shown on the Declarations.

Business Description: Public Entity

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage.

Coverage Part(s)	Premium
Commercial Property Coverage Part	\$ <u>Not Included</u>
Commercial General Liability Coverage Part	\$ <u>Included</u>
Law Enforcement Liability Coverage Part—Occurrence Coverage	\$ <u>Not Included</u>
Law Enforcement Liability Coverage Part—Claims Made Coverage	\$ <u>Not Included</u>
Public Officials Liability Coverage Part—Occurrence Coverage	\$ <u>Not Included</u>
Public Officials Liability Coverage Part—Claims Made Coverage	\$ <u>Not Included</u>
Employment Practices Liability Coverage Part—Claims Made Coverage	\$ <u>Included</u>
Commercial Inland Marine Coverage Part	\$ <u>Not Included</u>
Commercial Crime and Fidelity Coverage Part	\$ <u>Not Included</u>
Firefighters Professional Liability Coverage Part—Claims Made Coverage	\$ <u>Not Included</u>
Emergency Dispatchers Liability Coverage Part—Occurrence Coverage	\$ <u>Not Included</u>
Scholastic Legal Liability Coverage Part—Claims Made Coverage	\$ <u>Not Included</u>
	\$ _____
	\$ _____
Total Policy Premium	\$ <u>5,053.00</u>

Form(s) and Endorsement(s) made a part of this policy at time of issue:

Refer to Schedule of Forms and Endorsements

THIS IS A NON-PARTICIPATING POLICY WITH REGARD TO PAYING DIVIDENDS TO POLICYHOLDERS.

THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS, COMPLETE THE ABOVE-NUMBERED POLICY.

**HUDSON INSURANCE COMPANY
SCHEDULE OF NAMED INSURED**

Policy No. PEP0005271-03

Named Insured HTG-Lawton Management LLC

NAMED INSURED SCHEDULE

HTG-Lawton Management LLC
Hendrickson Transportation Group LLC
dba The Lawton Area Transit System

Hudson Insurance Company

SCHEDULE OF FORMS AND ENDORSEMENTS

Policy No.: PEP0005271-03

Effective Date: 12/01/2022

12:01 A.M. Standard Time

Named Insured: HTG-Lawton Management LLC

<u>Form</u>	<u>Edition</u>	<u>Name</u>
<u>Common Forms</u>		
UTI-COVPG	01-16	Cover Page
NOTN0046OK	02-00	Policyholder Notice - Oklahoma
NOTX0178CW	02-06	Claim Reporting Information
PE-J-2	03-00	Public Entity Policy
PE-D-4	10-20	Common Policy Declarations and Schedule of Named Insureds
UT-SP-2	12-95	Schedule of Forms and Endorsements
IL P 001	01-04	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
IL 00 17	11-98	Common Policy Conditions
PE-COM-1	10-20	Public Entity Common Policy Conditions
PE-COM-2	10-20	Public Entity Policy Common Liability Exclusions and Common Liability Definitions
IL 09 85	12-20	Disclosure Pursuant to Terrorism Risk Insurance Act
IL 01 79	10-02	Oklahoma Notice
IL 02 36	09-07	Oklahoma Changes - Cancellation & Nonrenewal
PE-57s-OK	06-13	Amendatory Endorsement - Oklahoma
PE-58s-OK	04-00	Asbestos Exclusion - Oklahoma
PE-344	03-21	Cyber Exclusion
PE-344s	05-21	Cyber Exclusion
<u>General Liability Forms</u>		
PE-SD-4	06-13	Commercial General Liability Coverage Part Supplemental Declarations Occurrence Coverage
PE-328s	06-13	Exclusion - Dams
PE-331s	06-13	Public Entity Enhanced General Liability Extension Endorsement
PE-335s	06-13	Public Entity Employee Benefit Liability
CG 00 01	04-13	Commercial General Liability Coverage Form
IL 00 21	09-08	Nuclear Energy Liability Exclusion Endorsement
CG 20 26	04-13	Additional Insured - Designated Person or Organization
CG 20 26	04-13	Additional Insured - Designated Person or Organization
CG 21 06	05-14	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - With Limited Bodily Injury Exception
CG 21 47	12-07	Employment - Related Practices Exclusion
CG 21 56	04-13	Exclusion - Funeral Services
CG 21 67	12-04	Fungi or Bacteria Exclusion
CG 21 84	01-15	Exclusion of Certified Nuclear, Biological, Chemical or Radiological Acts of Terrorism; Cap on Losses from Certified Acts of Terrorism
CG 22 31	07-98	Exclusion - Riot, Civil Commotion or Mob Action - Governmental

UT-SP-2 (12-95)

Subdivisions

CG 22 43	04-13	Exclusion - Engineers, Architects or Surveyors Professional Liability
CG 22 44	04-13	Exclusion - Services Furnished by Health Care Providers
CG 22 50	04-13	Exclusion - Failure to Supply
CG 22 51	07-98	Exclusion- Law Enforcement Activities
CG 22 56	07-98	Exclusion - Injury to Volunteer Firefighters
CG 22 96	04-13	Limited Exclusion - Personal and Advertising Injury - Lawyers
CG 24 04	12-19	Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation)
GL-341s	08-12	Hydraulic Fracturing Exclusion
UT-3g SAMEXL	01-20	Sexual Abuse and/or Molestation Liability Exclusion
UT-74g	08-95	Punitive or Exemplary Damage Exclusion
UT-266g	05-98	Asbestos Exclusion
UT-267g	05-98	Lead Contamination Exclusion
HUD-GL 3066	06-20	Fungi, Virus or Bacteria Exclusion

Employment Practices Forms

PE-SD-7	07-99	Employment Practices Liability Coverage Part Supplemental Declarations Claims Made Coverage
PE-EPLI-2	06-12	Public Entity Policy Employment Practices Liability Coverage Form Claims Made Coverage
PE-117s	03-00	Retroactive Date Endorsement
PE-168s	01-98	Changes - Who Is An Insured (Boards, Commissions and Other Units Exception) (PEP II)
PE-315s	06-12	Third Party Coverage Endorsement

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or

- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

Hudson Insurance Company

PUBLIC ENTITY COMMON POLICY CONDITIONS

The Coverage Forms shown below are subject to the following Common Policy Conditions:

Law Enforcement Liability Coverage Form (Occurrence Coverage)
Law Enforcement Liability Coverage Form (Claims Made Coverage)
Public Officials Liability Coverage Form (Occurrence Coverage)
Public Officials Liability Coverage Form (Claims Made Coverage)
Public Officials Liability Coverage Form (Claims Made and Reported Coverage)
Employment Practices Liability Coverage Form (Claims Made Coverage)
Emergency Dispatchers Liability Coverage Form (Occurrence Coverage)
Firefighters Professional Liability Coverage Form (Claims Made Coverage)
Scholastic Legal Liability Coverage Form (Claims Made Coverage)

Please refer to the Common Policy Declarations to determine which of these coverages applies to your insurance policy.

1. Bankruptcy

Bankruptcy or insolvency of the insured or of an insured's estate will not relieve us of our obligations under this policy.

2. Cancellation

- a. The first Named Insured shown in the Common Policy Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (1) Ten (10) days before the effective date of cancellation, if we cancel for nonpayment of any premium when due; or
 - (2) Sixty (60) days before the effective date of cancellation, if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation by us will state the effective date of the cancellation. The "policy period" will end on that date.
- e. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. When We Do Not Renew

- a. If we decide not to renew this policy, we will mail or deliver written notice of non-renewal to the first Named Insured at least sixty (60) days before the end of the "policy period."
- b. If notice is mailed, we will mail it to the last mailing address known to us of the first Named Insured. Proof of mailing will be sufficient proof of notice.

4. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Common Policy Declarations is authorized to make changes in the

terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

5. Examination Of Your Books And Records

We may examine your books and records as they relate to this policy at any time during the "policy period" and up to three years afterward. We may do the same as to the books and records of any organization you newly acquire or form that is deemed to be a Named Insured under this policy.

6. Inspections And Surveys

We have the right but are not obligated to:

- a. Make inspections and surveys at any time;
- b. Give you reports on the conditions we find; and
- c. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. Such inspections are not safety inspections. We do not undertake any duty to provide for the health or safety of any person and we do not represent or warrant that conditions:

- a. Are safe or healthful; or
- b. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations on our behalf.

7. Liberalization

If we adopt a change during the "policy period" in this form or rules that would broaden the coverage of this policy without charge, such broader coverage will apply to this policy when the change becomes effective in your state. Such broader coverage applies only until the end of the "policy period."

8. Premiums

- a. The first Named Insured:
 - (1) Is responsible for payment of all premiums when due; and
 - (2) Will be the payee for any return premiums we pay.
- b. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

9. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent.

Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

10. Conflicting Statutes

Terms of this policy which are in conflict with the statutes of the state wherein this policy is issued are hereby amended to conform to such statutes.

11. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

12. Legal Action Against Us

No person or organization has a right under this policy:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the limit of liability.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

13. Separation Of Insureds

Except with respect to the Limits of Liability and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom "claim" is made or "suit" is brought.

14. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or a part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Hudson Insurance Company

PUBLIC ENTITY POLICY

COMMON LIABILITY EXCLUSIONS AND COMMON LIABILITY DEFINITIONS

The Coverage Forms shown below are subject to the following Common Liability Exclusions and Common Liability Definitions:

Law Enforcement Liability Coverage Form (Occurrence Coverage)
Law Enforcement Liability Coverage Form (Claims Made Coverage)
Public Officials Liability Coverage Form (Occurrence Coverage)
Public Officials Liability Coverage Form (Claims Made Coverage)
Public Officials Liability Coverage Form (Claims Made and Reported Coverage)
Employment Practices Liability Coverage Form (Claims Made Coverage)
Emergency Dispatchers Liability Coverage Form (Occurrence Coverage)
Firefighters Professional Liability Coverage Form (Claims Made Coverage)
Scholastic Legal Liability Coverage Form (Claims Made Coverage)

Please refer to the Common Policy Declarations to determine which of these coverages applies to your insurance policy.

A. COMMON LIABILITY EXCLUSIONS

The following exclusions apply to the liability coverages designated in the Common Policy Declarations. Refer to the individual coverage forms for additional exclusions.

This policy does not apply to:

1. Pollution

- a. "Bodily injury," "property damage" or "personal injury" arising out of, or "wrongful act(s)" which result in the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

Paragraph 1.a. does not apply to "bodily injury," "property damage" or "personal injury" arising out of, or "wrongful act(s)" which result in heat, smoke or fumes from a hostile fire:

- (1) At or from any Named Insured's premises; or
- (2) At or from any site or location on which any Named Insured or any contractors or subcontractors working directly or indirectly on any Named Insured's behalf are performing operations.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

- b. Any loss, cost or expense arising out of any:
- (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
 - (2) "Claim" or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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2. War

"Bodily injury" or "property damage," however caused, arising, directly or indirectly, out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

3. Asbestos

Injury or damage arising out of:

- a. Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos;
- b. The use of asbestos in construction or manufacturing any good, product or structure;
- c. The removal of asbestos from any good, product or structure; or
- d. The manufacture, sale, transportation, storage or disposal of asbestos or goods or products containing asbestos.

The coverage afforded by the policy does not apply to payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense of "claim" or "suit" related to any of the above.

This exclusion does not apply in the following states: New Jersey, Pennsylvania, Oklahoma and Vermont.

4. Nuclear Energy Liability

- a. Any injury or damage:
 - (1) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which:
 - (a) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - (b) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by or with any person or organization.
- b. Expenses incurred under Medical Payments Coverage, with respect to "Bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
- c. Any injury or damage resulting from the "hazardous properties" of "nuclear material," if:
 - (1) The "nuclear material":
 - (a) Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or

- (b) Has been discharged or dispersed therefrom;
- (2) The “nuclear material” is contained in “spent fuel” or “waste” at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (3) The injury or damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operations or use of any “nuclear facility,” but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion c. applies only to “property damage” to such “nuclear facility” and any property thereat.

As used in this exclusion:

“Hazardous properties” includes radioactive, toxic or explosive properties.

“Nuclear material” means “source material,” “special nuclear material” or “by-product material.”

“Source material,” “special nuclear material” and “by-product material” have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

“Spent fuel” means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a “nuclear reactor.”

“Waste” means any waste material:

- a. Containing “by-product material” other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its “source material” content; and
- b. Resulting from the operation by any person or organization of any “nuclear facility” included under paragraphs a. and b. of the definition of “nuclear facility.”

“Nuclear facility” means:

- a. Any “nuclear reactor”;
- b. Any equipment or device designed or used for:
 - (1) Separating the isotopes of uranium or plutonium;
 - (2) Processing or utilizing “spent fuel”; or
 - (3) Handling, processing or packaging “waste”;
- c. Any equipment or device used for the processing, fabricating or alloying of “special nuclear material” if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- d. Any structure, basin excavation, premises or place prepared or used for the storage or disposal of “waste”;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

“Nuclear reactor” means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

Injury or damage includes all forms of radioactive contamination of property.

5. Dams

"Bodily injury," "property damage," "personal injury" or "advertising injury" arising out of, or "wrongful act(s)" which result in the rupture, bursting, overtopping, accidental discharge, or structural failure of any dam, levee, or dike that you own, operate, use, maintain, license, permit or inspect, or located on any property you rent or lease including a sublease.

6. Eminent Domain

Any injury or damage arising out of or resulting from a taking that involves or is in any way related to the principles of eminent domain, inverse condemnation, adverse possession, right of prescription or dedication by adverse use or by whatever name used, whether "claim(s)" is made directly against any insured or by virtue of any agreement entered into by or on behalf of any insured.

7. Workers Compensation and Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

B. COMMON LIABILITY DEFINITIONS

Throughout this policy words and phrases that appear in quotation marks are defined terms. The following definitions apply to the Liability coverages designated in the Common Policy Declarations. Please refer to the individual coverage forms for additional definitions.

1. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment, but "auto" does not include "mobile equipment."
2. "Bodily injury" means bodily injury, mental anguish, emotional distress, sickness or disease sustained by any person, including death resulting from any of these at any time.
3. "Coverage territory" means all parts of the world if the insured's responsibility to pay damages is determined in a "suit" brought in the United States of America (including its territories and possessions), Puerto Rico or Canada or in a settlement we agree to.
4. "Loading or unloading" means the handling of property:
 - a. After it is moved from the place where it is accepted for movement into or onto an "aircraft," watercraft or "auto";
 - b. While it is in or on an "aircraft," watercraft or "auto"; or
 - c. While it is being moved from an "aircraft," watercraft or "auto" to the place where it is finally delivered;but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the "aircraft," watercraft or "auto."
5. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent, but any land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus that is attached) owned or leased by you shall be deemed an "auto" and not "mobile equipment," if the only reason for considering it "mobile equipment" is that it is maintained for use exclusively on streets or highways owned by you;

- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in 5.a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in 5.a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not “mobile equipment” but will be considered “autos”:
 - (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing;
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- 6. “Policy period” means the period beginning with the inception date shown in the Common Policy Declarations and ending with the earlier of:
 - a. The date of cancellation of this policy; or
 - b. The expiration date shown in the Common Policy Declarations.
- 7. “Wrongful act(s)” means “law enforcement wrongful act(s),” “public officials wrongful act(s),” “employment practices wrongful act(s),” “emergency dispatchers wrongful act(s),” “firefighters wrongful act(s),” or “scholastic legal liability wrongful acts.”

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

SCHEDULE – PART I
Terrorism Premium (Certified Acts) \$26.00 This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies): Commercial General Liability Coverage Part Additional information, if any, concerning the terrorism premium:
SCHEDULE – PART II
Federal share of terrorism losses 80 % (Refer to Paragraph B. in this endorsement.)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

OKLAHOMA NOTICE

The following statement is added to the policy:

WARNING:

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy, containing any false, incomplete or misleading information, is guilty of a felony.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OKLAHOMA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the **Cancellation Common Policy Condition is replaced by the following:**

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- a.** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b.** 30 days before the effective date of cancellation if we cancel for any other reason.

After coverage has been in effect for more than 45 business days or after the effective date of a renewal of this policy, no notice of cancellation will be issued by us unless it is based on at least one of the following reasons:

- (1)** Nonpayment of premium;
- (2)** Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted under it;
- (3)** Discovery of willful or reckless acts or omissions by you that increase any hazard insured against;
- (4)** The occurrence of a change in the risk that substantially increases any hazard insured against after insurance coverage has been issued or renewed;

(5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any covered property or its occupancy that substantially increases any hazard insured against;

(6) A determination by the Insurance Commissioner that the continuation of the policy would place us in violation of the insurance laws of this state;

(7) Your conviction of a crime having as one of its necessary elements an act increasing any hazard insured against; or

(8) Loss of or substantial changes in applicable reinsurance.

B. The following are added to the Common Policy Conditions and supersede any provisions to the contrary:

1. Nonrenewal

a. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured at least 45 days before:

- (1)** The expiration date of this policy; or
- (2)** An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.

- b. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us.
- c. If notice is mailed:
 - (1) It will be considered to have been given to the first Named Insured on the day it is mailed.
 - (2) Proof of mailing will be sufficient proof of notice.
- d. If notice of nonrenewal is **not** mailed or delivered at least 45 days before the expiration date or an anniversary date of this policy, coverage will remain in effect until 45 days after notice is given. Earned premium for such extended period of coverage will be calculated pro rata based on the rates applicable to the expiring policy.
- e. We will **not** provide notice of nonrenewal if:
 - (1) We, or another company within the same insurance group, have offered to issue a renewal policy; or
 - (2) You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.
- f. If we have provided the required notice of nonrenewal as described in **B.1.a.** above, and thereafter extend the policy for a period of 90 days or less, we will **not** provide an additional nonrenewal notice with respect to the period of extension.

2. Premium Or Coverage Changes At Renewal

- a. If we elect to renew this policy, we will give written notice of any premium increase, change in deductible, or reduction in limits or coverage, to the first Named Insured, at the last mailing address known to us.
- b. Any such notice will be mailed or delivered to the first Named Insured at least 45 days before:
 - (1) The expiration date of this policy; or
 - (2) An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.

- c. If notice is mailed:
 - (1) It will be considered to have been given to the first Named Insured on the day it is mailed.
 - (2) Proof of mailing will be sufficient proof of notice.
- d. If the first Named Insured accepts the renewal, the premium increase or coverage changes will be effective the day following the prior policy's expiration or anniversary date.
- e. If notice is **not** mailed or delivered at least 45 days before the expiration date or anniversary date of this policy, the premium, deductible, limits and coverage in effect prior to the changes will remain in effect until:
 - (1) 45 days after notice is given; or
 - (2) The effective date of replacement coverage obtained by the insured;
 whichever occurs first.
 If the first Named Insured then elects **not** to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring policy.
- f. We will **not** provide notice of the following:
 - (1) Changes in a rate or plan filed pursuant to the Property and Casualty Competitive Loss Cost Rating Act applicable to an entire class of business;
 - (2) Changes which are based upon the altered nature or extent of the risk insured; or
 - (3) Changes in policy forms filed with or approved by the Insurance Commissioner and applicable to an entire class of business.

Hudson Insurance Company

**ENDORSEMENT
NO.** _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
PEP0005271-03	12/01/2022	HTG-Lawton Management LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT—OKLAHOMA

- A. Condition 2. Cancellation of the **PUBLIC ENTITY COMMON POLICY CONDITIONS** is deleted in its entirety and is replaced by the following:

2. Cancellation

- a. The first Named Insured shown in the Common Policy Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (1) Ten (10) days before the effective date of cancellation, if we cancel for nonpayment of any premium when due; or
 - (2) Sixty (60) days before the effective date of cancellation, if we cancel for any other reason.
- c. If this policy is in effect for forty-five (45) business days or less and is not a renewal of a policy we issued, we may cancel for any reason.
- d. If this policy has been in effect for more than forty-five (45) business days or is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any "claims" submitted under it;
 - (3) Discovery of willful or reckless acts or omissions by you that increase any hazard insured against;
 - (4) The occurrence of a change in the risk that substantially increases any hazard insured against after insurance coverage has been issued or renewed;
 - (5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any covered property or its occupancy that substantially increases any hazard insured against;
 - (6) A determination by the Insurance Commissioner that the continuation of the policy would place us in violation of the insurance laws of this state;
 - (7) Your conviction of a crime having as one of its necessary elements an act increasing any hazard insured against; or
 - (8) Loss of or substantial changes in applicable reinsurance.

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- e. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
 - f. Notice of cancellation by us will state the effective date of the cancellation. The "policy period" will end on that date.
 - g. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
 - h. If notice is mailed, proof of mailing will be sufficient proof of notice.
- B. Condition 3. When We Do Not Renew of the **PUBLIC ENTITY COMMON POLICY CONDITIONS** is deleted in its entirety and is replaced by the following:
3. When We Do Not Renew
- a. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured at least sixty (60) days before:
 - (1) The end of the "policy period"; or
 - (2) An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.
 - b. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us.
 - c. If notice is mailed:
 - (1) It will be considered to have been given to the first Named Insured on the day it is mailed.
 - (2) Proof of mailing will be sufficient proof of notice.
 - d. If notice of nonrenewal is not mailed or delivered at least sixty (60) days before the end of the "policy period" or an anniversary date of this policy, coverage will remain in effect until sixty (60) days after notice is given. Earned premium for such extended period of coverage will be calculated pro rata based on the rates applicable to the expiring policy.
 - e. We will not provide notice of nonrenewal if:
 - (1) We, or another company within the same insurance group, have offered to issue a renewal policy; or
 - (2) You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.
 - f. If we have provided the required notice of nonrenewal as described in 3.a. above, and thereafter extend the policy for a period of ninety (90) days or less, we will not provide an additional nonrenewal notice with respect to the period of extension.

C. The following Condition is added to the **PUBLIC ENTITY COMMON POLICY CONDITIONS:**

Premium Or Coverage Changes At Renewal

- 1. If we decide to renew this policy, we will give written notice of any premium increase, change in deductible, or reduction in limits or coverage, to the first Named Insured, at the last mailing address known to us.
- 2. Any such notice will be mailed or delivered to the first Named Insured at least sixty (60) days before:

- If the first Named Insured then elects not to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring policy.

- D. The first paragraph of **SECTION VII—EXTENDED REPORTING PERIOD—BASIC AND OPTIONAL SUPPLEMENTAL** of the **PUBLIC OFFICIALS LIABILITY COVERAGE FORM CLAIMS MADE COVERAGE**, **SECTION VII—EXTENDED REPORTING PERIOD** of the **PUBLIC OFFICIALS LIABILITY COVERAGE FORM CLAIMS MADE AND REPORTED COVERAGE**, **SECTION VII—EXTENDED REPORTING PERIOD—BASIC AND OPTIONAL SUPPLEMENTAL** of the **LAW ENFORCEMENT LIABILITY COVERAGE FORM CLAIMS MADE COVERAGE** and **SECTION VII—EXTENDED REPORTING PERIOD—BASIC AND OPTIONAL SUPPLEMENTAL—COVERAGE A ONLY** of the **FIREFIGHTERS PROFESSIONAL LIABILITY COVERAGE FORM** is deleted in its entirety and is replaced by the following:

- a. Has a retroactive date; or
- b. Provides coverage on other than a Claims Made basis.

James E. Margulis / _____
 AUTHORIZED REPRESENTATIVE DATE

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Hudson Insurance Company

ENDORSEMENT
NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
PEP0005271-03	12/01/2022	HTG-Lawton Management LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS EXCLUSION—OKLAHOMA

The following exclusion is added to **A. COMMON LIABILITY EXCLUSIONS** of the **COMMON LIABILITY EXCLUSIONS AND COMMON LIABILITY DEFINITIONS**.

The coverage afforded by this policy does not apply to injury or damage arising out of:

1. Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos;
2. The use of asbestos in construction or manufacturing any good, product or structure;

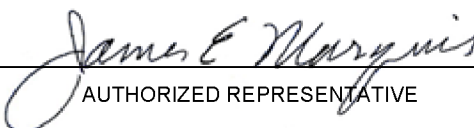
3. The removal of asbestos from any good, product or structure; or
4. The manufacture, sale, transportation, storage or disposal of asbestos or goods or products containing asbestos.

The coverage afforded by the policy does not apply to payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense of "claim" or "suit" related to any of the above.

By signing below, the Named Insured agrees to accept the terms and conditions of this endorsement.

Insured's Signature

Date



AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
PEP0005271-03	12/01/2022	HTG-Lawton Management LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER EXCLUSION

This endorsement modifies insurance provided under the following:

LAW ENFORCEMENT LIABILITY COVERAGE FORM (OCCURRENCE COVERAGE)
LAW ENFORCEMENT LIABILITY COVERAGE FORM (CLAIMS MADE COVERAGE)
PUBLIC OFFICIALS LIABILITY COVERAGE FORM (OCCURRENCE COVERAGE)
PUBLIC OFFICIALS LIABILITY COVERAGE FORM (CLAIMS MADE COVERAGE)
PUBLIC OFFICIALS LIABILITY COVERAGE FORM (CLAIMS MADE AND REPORTED COVERAGE)
EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM (CLAIMS MADE COVERAGE)
EMERGENCY DISPATCHERS LIABILITY COVERAGE FORM (OCCURRENCE COVERAGE)
FIREFIGHTERS PROFESSIONAL LIABILITY COVERAGE FORM (CLAIMS MADE COVERAGE)
SCHOLASTIC LEGAL LIABILITY COVERAGE FORM (CLAIMS MADE COVERAGE)

A. SECTION II – EXCLUSIONS is amended to include the following:

We will not be obligated to make any payment for any damage or **"claim"** nor to defend any **"suit"** in connection with any **"claim"** made against the insured:

Based upon, arising from or attributable to, in whole or in part, a cyber incident which includes, but is not limited to:

- a. Unauthorized access to or use of any computer system (including electronic data).
- b. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer or computer system (including electronic data) and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system (including electronic data) or otherwise disrupt its normal functioning or operation.
- c. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.
- d. Expenses for breach management or other incident response related to paragraphs a. through c, inclusive, above.
- e. Financial loss or other theft of funds or property related to paragraphs a. through d., inclusive, above.
- f. Expenses or payments to recover data, computers, or computer systems related to an actual or threatened event that is related to paragraphs b. and c. above.
- g. Regulatory fines, penalties and related defense expenses which relate to paragraphs a. through f., inclusive, above.

Such damage or “**claim**” is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the damage or “**claim**”.

James E. Margulis / _____
 AUTHORIZED REPRESENTATIVE DATE

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Hudson Insurance Company

ENDORSEMENT
NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
PEP0005271-03	12/01/2022	HTG-Lawton Management LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER EXCLUSION

This endorsement modifies insurance provided under the following:

**BUILDING AND PERSONAL PROPERTY COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL INLAND MARINE COVERAGE FORM
BUILDERS RISK COVERAGE FORM
GOVERNMENT CRIME COVERAGE FORM (LOSS SUSTAINED FORM)**


A. The following exclusion is added to the **EXCLUSIONS** section of each Coverage Form listed above:

This insurance does not apply to and we will not be obligated to make any payment nor to defend any suit in connection with any claim made against the insured:

Based upon, arising from or attributable to, in whole or in part, a cyber incident which includes, but is not limited to:

- a. Unauthorized access to or use of any computer system (including electronic data).
- b. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer or computer system (including electronic data) and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system (including electronic data) or otherwise disrupt its normal functioning or operation.
- c. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.
- d. Expenses for breach management or other incident response related to paragraphs a. through c, inclusive, above.
- e. Financial loss or other theft of funds or property related to paragraphs a. through d., inclusive, above.
- f. Expenses or payments to recover data, computers, or computer systems related to an actual or threatened event that is related to paragraphs b. and c. above.
- g. Regulatory fines, penalties and related defense expenses which relate to paragraphs a. through f., inclusive, above.

Such damage or claim is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the damage or claim.



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Hudson Insurance Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTAL DECLARATIONS OCCURRENCE COVERAGE

These supplemental declarations form a part of policy number: PEP0005271-03

COVERAGE	LIMITS OF LIABILITY
Each Occurrence Limit.....	\$1,000,000
Personal Injury And Advertising Injury Limit	\$1,000,000 any one person or organization
Damage to Premises Rented To You Limit.....	\$100,000 any one premises
Medical Expense Limit.....	\$5,000 any one person
General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000
Products/Completed Operations Aggregate Limit.....	\$2,000,000

FORMS AND ENDORSEMENTS (other than applicable forms and endorsements shown elsewhere in the policy).
Forms and endorsements applying to this Coverage Part and made part of this policy at time of issue:
Refer to Schedule of Forms and Endorsements

THIS SUPPLEMENTAL DECLARATION TOGETHER WITH THE COMMON POLICY DECLARATIONS,
COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS COMPLETE
THE ABOVE-NUMBERED POLICY.

**ENDORSEMENT
NO. _____**

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
PEP0005271-03	12/01/2022	HTG-Lawton Management LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION—DAMS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Description And Location Of Premises:

If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

[If left blank this exclusion applies in all states to all dams]:

The following exclusion is added to paragraph 2. Exclusions of SECTION I—COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY and paragraph 2. Exclusions of SECTION I—COVERAGE B—PERSONAL AND ADVERTISING INJURY LIABILITY:

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of, or "wrongful act(s)" which result in the rupture, bursting, overtopping, accidental discharge, or structural failure of any dam, levee, or dike that you own, operate, use, maintain, license, permit or inspect, or located on any property you rent or lease including a sublease.

James E. Margolis /
AUTHORIZED REPRESENTATIVE DATE

Hudson Insurance Company

ENDORSEMENT
NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
PEP0005271-03	12/01/2022	HTG-Lawton Management LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUBLIC ENTITY ENHANCED GENERAL LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. SCHEDULE OF ADDITIONAL COVERAGES AND LIMITS

This endorsement is subject to the provisions of the policy to which it is attached. The following are added to **SECTION I—COVERAGES**:

Additional Coverages	Each Occurrence	Coverage Aggregate
Crisis Management Emergency Response Expenses	\$10,000	\$30,000
Identity Theft Expenses	\$10,000	\$30,000
Workplace Violence Counseling	\$10,000	\$30,000

1. ADDITIONAL COVERAGES

a. Crisis Management Emergency Response Expenses

- (1) We will reimburse you for “crisis management emergency response expenses” incurred because of a “crisis event” to which this insurance applies. The “crisis event” must take place during the policy period and within the coverage territory. The amount of such reimbursement is limited to \$10,000 per occurrence subject to a \$30,000 coverage aggregate. No other obligation or liability to pay sums or perform acts or services is covered. No deductible applies to this coverage.
- (2) We will reimburse only those “crisis management emergency response expenses” which are incurred during the policy period as shown in the Declarations of the policy to which this coverage is attached and reported to us within six months of the date the “crisis event” was initiated.

b. Identity Theft Expenses

We will reimburse any elected or appointed officials of the Named Insured for “Identity Theft Expenses” incurred as the direct result of any “Identity Theft” that occurs during the policy period. The limit for this coverage will be \$10,000 per occurrence subject to a \$30,000 coverage aggregate. No deductible applies to this coverage.

c. Workplace Violence Counseling

In the event that “workplace violence” occurs at any of the insured’s premises during the policy period, the Company will reimburse the Insured for expenses incurred for the emotional

counseling of any employee, temporary worker or volunteer worker of the Insured during the policy period. The limit for this coverage will be \$10,000 per occurrence subject to a \$30,000 coverage aggregate. No deductible applies to this coverage.

2. LIMITS OF LIABILITY

- a.** When coverage is provided by this endorsement and any other coverage form or endorsement attached to this policy, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Liability.
- b.** If this policy and any other coverage part or policy issued to you by us, or any company affiliated with us, apply to the same occurrence, offense, wrongful act, accident or loss, the maximum Limits of Liability under all such coverage parts or policies combined shall not exceed the highest applicable Limits of Liability or Limit of Insurance under any one coverage part or policy.
- c.** Limit of Liability or Limits of Insurance identified in the **SCHEDULE OF ADDITIONAL COVERAGES AND LIMITS** of this endorsement are not excess of, but are in addition to the applicable Limits of Insurance stated in the Declarations.
- d.** The coverage aggregate limits shown in the **SCHEDULE OF ADDITIONAL COVERAGES AND LIMITS** of this endorsement are the most we will pay for the Additional Coverages to which this endorsement applies, regardless of the number of:
 - (1) Insureds;
 - (2) "Crisis events"; "Identity Theft" acts; or "Workplace Violence" offenses; or
 - (3) Persons or organizations making claims or bringing "suits."

B. The Exclusions section is amended as follows:

- 1.** The following exclusions are added to **SECTION I—COVERAGES, COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE**, paragraph **2. Exclusions**:

This insurance does not apply to:

a. Lawyer's Professional Liability

Any injury or damage arising out of the rendering or failure to render professional services, by any person acting in the capacity as a lawyer.

b. Landfills

"Bodily injury," "property damage," "personal injury" or "advertising injury" arising out of:

- (1) The ownership, maintenance or use of the landfill shown in the schedule or any property located on these premises;
- (2) Operations on those premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of those premises; or
- (3) Goods or products manufactured at, or distributed from those premises.

However, this exclusion does not apply to:

- (a) Your liability for "bodily injury" occurring on these landfills; or
- (b) Your liability for "property damage" to non-owned autos on these landfills.

c. Airports

"Bodily injury," "property damage," "personal injury" or "advertising injury" arising out of activities at any airfield, runway, hangar, airport, airpark, heliport, or similar property that you own,

operate, use, maintain, license, permit, or inspect, or located on any property you rent or lease, including a sublease.

d. Jails

“Bodily injury,” “property damage,” “personal injury” or “advertising injury” arising out of the operation, maintenance or use of any jail, jail premises, holding cell or detention cell.

e. Eminent Domain

Any injury or damage arising out of or resulting from a taking that involves or is in any way related to the principles of eminent domain, inverse condemnation, adverse possession, right of prescription or dedication by adverse use or by whatever name used, whether claim(s) is made directly against any insured or by virtue of any agreement entered into by or on behalf of any insured.

2. The following is added to **SECTION I—COVERAGES, COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE**, paragraph 2. **Exclusions**, exclusion **c. Liquor Liability**:

However, this exclusion does not apply to “bodily injury” or “property damage” arising out of the selling, serving or furnishing of alcoholic beverages at functions or activities that:

- a.** Do not exceed five consecutive days in duration per activity or function; and
- b.** Are sponsored by you or others on your behalf.

As long as the total number of all activities or functions does not exceed ten (10) calendar days per “policy period.”

3. Under **SECTION I—COVERAGES, COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE**, paragraph 2. **Exclusions**, exclusion **e. Employers Liability**, subparagraph (1), item (b) is replaced by:

- (b) Performing duties related to the conduct of the insured’s business, except with respect to the rendering or failure to render emergency aid or emergency paramedical services to “employees” of the insured by any nurse, emergency medical technician, or paramedic who is employed by the insured to provide such services; or

4. Under **SECTION I—COVERAGES, COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE**, paragraph 2. **Exclusions**, exclusion **f. Pollution**, the following is added to paragraph (1) item (d):

However, subparagraph (d) does not apply to the storage, application, or use of any pesticide herbicide, fungicide, or fertilizer by you or on your behalf, if such application or use meets all standards of any statute, ordinance, regulation, or license requirement of any federal, state, or local government which apply to those operations. This includes, but is not limited to, the use of such substances in the treatment of sewage facilities, swimming pools, or water utilities.

5. The following are added to **SECTION I—COVERAGES, COVERAGE C—MEDICAL PAYMENTS**, paragraph 2. **Exclusions**:

We will not pay expenses for “bodily injury” to any inmate, patient or prisoner who is being treated, cared for, detained or imprisoned in any of your facilities.

- C.** Under **SECTION I—COVERAGES, SUPPLEMENTARY PAYMENTS—COVERAGES A AND B**, paragraph 1., subparagraph **b.** and **d.** are replaced by:

- 1. Up to \$2,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this Coverage Form applies. We do not have to furnish these bonds.

2. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$1,000 per day because of time off from work.

D. SECTION II—WHO IS AN INSURED is replaced by:

1. Each of the following is an insured:

- a. You;
- b. Any commission, board, authority, administrative department or other similar unit operated by or under your jurisdiction;
- c. Your "employees" and authorized volunteers, including emergency medical technicians and paramedics; but only for acts within the scope of their employment as authorized by you or as covered under paragraph 2. **Who Is An Insured Extension—Good Samaritan Liability** of this section D. However, none of these "employees" or authorized volunteers is an insured for:
 - (1) "Bodily injury" or "personal injury" to co-"employees" or volunteers while in the course of their employment or while acting on your behalf, except for "bodily injury" arising out of the administration of emergency aid, as authorized by you, by one "employee" or volunteer to another;
 - (2) "Bodily injury" or "personal injury" arising out of providing or failing to provide professional health care services, but only if the "employee" or volunteer is licensed as a physician, dentist, psychiatrist or nurse; or
 - (3) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
 - (i) You; or
 - (ii) Any of your "employees";
- d. Any duly elected or appointed officials and members of your governing body;
- e. Any person or organization with whom you agreed, pursuant to a written or oral "insured contract," to provide insurance such as is afforded under this Coverage Form, but only with respect to your operations, "your work," or facilities owned or used by you.

This provision applies only:

- (1) If the injury or damage occurs subsequent to the execution of such "insured contract"; and
- (2) While such "insured contract" is in force, or until the end of the "policy period," whichever is earlier; and
- (3) To any person or organization not insured under any endorsements forming a part of this policy.

In addition to the foregoing, none of the following are insureds:

- (a) Lessors of equipment with respect to injury or damage arising out of such lessors' sole negligence;
- (b) Owners, managers, or lessors of land or premises, with respect to:
 - (i) Any "occurrence" or offense which takes place after you cease to lease such land, or you cease to be a tenant in that premises; or

- (ii) Structural alterations, new construction or demolition operations performed by or on their behalf.
- f. Any organization you newly acquire or form, other than a joint venture, over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - (1) Coverage under this provision is afforded only until the one hundred twentieth (120th) day after you acquire or form the organization, or the end of the “policy period,” whichever is earlier.
 - (2) Coverage does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization.
 - (3) Coverage does not apply to “personal injury” or “advertising injury” arising out of an offense committed before you acquired or formed the organization.
 - (4) Coverage does not apply to “employee benefits injury” arising out of an offense committed before you acquired or formed the organization.
 - (5) We reserve the right within the one hundred twenty (120) day coverage period to endorse your policy to exclude coverage for the new organization; we will provide thirty (30) days’ notice before such new organization is excluded.

We may make an additional premium charge for the new organization for any period covered, including the first one hundred twenty (120) days.

No person or organization is an insured with respect to the conduct of any current or past joint venture that is not shown as a Named Insured in the Common Policy Declarations.

2. Who Is An Insured Extension—Good Samaritan Liability

Your employed and authorized volunteer nurses, volunteer firefighters, emergency medical technicians and paramedics are additional insureds for actions which they render or fail to render at the scene of an accident or medical emergency requiring sudden action for humanitarian reasons.

The scene of such accident or medical emergency may be outside the scope of their employment with you or outside your jurisdiction.

However, this insurance will not apply if the nurses, emergency medical technicians, and paramedics are performing those actions on behalf of another medical emergency organization for which they may be either “employees” or volunteers.


E. Under SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit, subparagraph a. is replaced by:

- a. You must see to it that we are notified as soon as practicable of an “occurrence” or an offense which may result in a claim under this policy. This requirement applies only when such “occurrence” or offense is known to any of the following:
 - (1) You;
 - (2) Any “executive officer” or insurance manager of an insured; or
 - (3) Any elected or appointed official, if an insured is a political subdivision or public entity.

F. SECTION V—DEFINITIONS is amended as follows:

- 1. The following definitions are added:
 - a. “Crisis Event” means an occurrence resulting from a man-made emergency situation, which results in significant adverse regional or national media coverage about you including, but not limited to:

- (1) Intentional acts, except those committed by you or your employees, such as arson, a bombing, the taking of hostages, a mass shooting, or terrorism (if coverage under the Terrorism Risk Insurance Act is elected under the policy);
 - (2) A building, structure or equipment collapse not caused by an act of nature;
 - (3) An automobile, watercraft or aircraft accident;
 - (4) Spread of food-borne illness; or
 - (5) An explosion.
 - b. "Crisis Management Emergency Response Expenses" mean those expenses incurred for services provided by a "crisis management firm." However, "crisis management emergency response expenses" shall not include compensation, fees, benefits, overhead, charges or expenses of any insured or any of your employees, nor shall "crisis management emergency response expenses" include any expenses that are payable on your behalf or reimbursable to you under any other valid and collectible insurance.
 - c. "Crisis Management Firm" means any service provider you hire that is acceptable to us. Our consent will not be unreasonably withheld.
 - d. "Identity Theft," means the act of knowingly transferring or using, without lawful authority, a means of identification of an Officer or Director (or spouse thereof) of the Named Insured with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under an applicable state or local law.
 - e. "Identity Theft Expenses," means:
 - (1) Costs for notarizing affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies;
 - (2) Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors; or
 - (3) Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.
 - f. "Workplace Violence," means any intentional use of or threat to use deadly force by any person, with intent to cause harm and that results in bodily injury, or death of a member of the Insured or any other person while on the insured's premises.
2. Definition 3. "Bodily Injury" is replaced by:
3. "Bodily injury" means bodily injury, mental anguish, emotional distress, sickness or disease sustained by any person, including death resulting from any of these at any time.



AUTHORIZED REPRESENTATIVE / DATE

Hudson Insurance Company

ENDORSEMENT
NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
PEP0005271-03	12/01/2022	HTG-Lawton Management LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUBLIC ENTITY EMPLOYEE BENEFIT LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Coverage	Limits of Liability
Employee Benefits Programs	\$1,000,000 Each Employee \$2,000,000 Aggregate

A. The following is added to the **SECTION I—COVERAGES**:

COVERAGE—EMPLOYEE BENEFITS LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph E. (**SECTION III—LIMITS OF INSURANCE**) of this endorsement; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments of the Commercial General Liability Coverage Form.

b. This insurance applies to damages only if:

- (1) The act, error or omission is negligently committed in the "administration" of your "employee benefit program";
- (2) The act, error or omission takes place in the "coverage territory," and;
- (3) The act, error or omission occurs during the policy period.

2. Exclusions

This insurance does not apply to:

a. Dishonest, Fraudulent, Criminal Or Malicious Acts

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury," "property damage" or "personal and advertising injury."

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. InsufficiencyOf Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program."

e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any "claim" based upon:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or
- (3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program."

f. Workers' Compensation And Similar Laws

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. AvailableBenefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

Taxes, fines or penalties, including but not limited to those imposed under the Internal Revenue Code or any similar state or local law.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

- B.** For the purposes of the coverage provided by this endorsement the following applies to the **SUPPLEMENTAL PAYMENTS—COVERAGES A AND B**:
1. All references to **SUPPLEMENTARY PAYMENTS—COVERAGES A AND B** are replaced by **SUPPLEMENTARY PAYMENTS—COVERAGES A, B AND EMPLOYEE BENEFITS LIABILITY**.
 2. Paragraphs **1.b.** and **2.** of the Supplementary Payments provision do not apply.
- C.** For the purposes of the coverage provided by this endorsement, **SECTION II—WHO IS AN INSURED** is replaced by the following:
1. You.
 2. Any commission, board, authority, administration department or other similar unit operated by or under your jurisdiction who is or was authorized to administer your “employee benefit program.”
 3. Each of your “employees” who is or was authorized to administer your “employee benefit program.”
 4. Any duly elected or appointed officials and members of your governing body who is or was authorized to administer your “employee benefit program.”
 5. Any organization you newly acquire or form, other than a joint venture or, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the one hundred twentieth (120th) day after you acquire or form the organization or the end of the policy period, whichever is earlier.
 - b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.
- D.** For the purposes of the coverage provided by this endorsement, **SECTION III—LIMITS OF INSURANCE** is replaced by the following:
1. **Limits Of Insurance**
 - a. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) “Claims” made or “suits” brought;
 - (3) Persons or organizations making “claims” or bringing “suits”;
 - (4) Acts, errors or omissions; or
 - (5) Benefits included in your “employee benefit program.”
 - b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the “administration” of your “employee benefit program.”
 - c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one “employee,” including damages sustained by such “employee’s” dependents and beneficiaries, as a result of:
 - (1) An act, error or omission; or

(2) A series of related acts, errors or omissions;

negligently committed in the “administration” of your “employee benefit program.”

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the “employee benefit program.”

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

- E. For the purposes of the coverage provided by this endorsement, Conditions **2.** and **4.** of **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS** are replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or “Claim” Or “Suit”

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a “claim.” To the extent possible, notice should include:
- (1) What the act, error or omission was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

- b. If a “claim” is made or “suit” is brought against any insured, you must:

- (1) Immediately record the specifics of the “claim” or “suit” and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the “claim” or “suit” as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the “claim” or “suit”;
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the “claim” or defense against the “suit”; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

- d. No insured will, except at that insured’s own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis and that applies to an act, error or omission.
- (2) When this insurance is excess, we will have no duty to defend the insured against any “suit” if any other insurer has a duty to defend the insured against that “suit.” If no other insurer defends, we will undertake to do so, but we will be entitled to the insured’s rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of the total amount that all such other insurance would pay for the loss in absence of this insurance; and the total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Schedule of this endorsement.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer’s share is based on the ratio of its applicable limits of insurance of all insurers.

F. For the purposes of the coverage provided by this endorsement, the following definitions are added to the **SECTION V—DEFINITIONS Section:**


1. “Administration” means:

- a.** Providing information to “employees,” including their dependents and beneficiaries, with respect to eligibility for or scope of “employee benefit programs”;
- b.** Handling records in connection with the “employee benefit program”; or
- c.** Effecting, continuing or terminating any “employee’s” participation in any benefit included in the “employee benefit program.”

However, “administration” does not include handling payroll deductions.

- 2. “Cafeteria plans” means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.**
- 3. “Claim” means any demand, or “suit,” made by an “employee” or an “employee’s” dependents and beneficiaries, for damages as the result of an act, error or omission.**
- 4. “Employee benefit program” means a program providing some or all of the following benefits to “employees,” whether provided through a “cafeteria plan” or otherwise:**

- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
 - e. Any other similar benefits designated in the Schedule or added thereto by endorsement.
- G. For the purposes of the coverage provided by this endorsement, Definitions 5. and 18. in the **Definitions** section are replaced by the following:
- 5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."
 - 18. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.



AUTHORIZED REPRESENTATIVE

DATE

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1)** "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a)** At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i)** "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii)** "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b)** At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c)** Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i)** Any insured; or
 - (ii)** Any person or organization for whom you may be legally responsible; or
 - (d)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i)** "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii)** "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (e)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;provided that:
 - (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
- you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
- a. Medical expenses under Coverage **C**;
- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication; provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1)** Power cranes, shovels, loaders, diggers or drills; or
 - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2)** Cherry pickers and similar devices used to raise or lower workers;
- f.** Vehicles not described in Paragraph **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2)** The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

**COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY**

1. The insurance does not apply:
 - A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

- (c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

The City Transit Trust
212 SW 9th St.
Lawton, OK 73501

Terry K Bell II Trust
2505 SE 6th Street
Lawton, OK 73501

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Where Required By Written Contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY – WITH LIMITED BODILY INJURY EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.p. of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

- p. **Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- B. The following is added to Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – FUNERAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of errors or omissions in the handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved errors or omissions in the handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

- B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

- C. The following definition is added to the Definitions Section:**

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION OF CERTIFIED NUCLEAR,
BIOLOGICAL, CHEMICAL OR RADIOLOGICAL ACTS
OF TERRORISM; CAP ON LOSSES FROM CERTIFIED
ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism". However, this exclusion applies only when one or more of the following are attributed to such act:

1. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
2. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
3. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

- C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

- D. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – RIOT, CIVIL COMMOTION OR MOB ACTION – GOVERNMENTAL SUBDIVISIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. Riot, civil commotion or mob action; or
2. Any act or omission in connection with the prevention or suppression of a riot, civil commotion or mob action.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or any engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.

Professional services include:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you or any engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – SERVICES FURNISHED BY HEALTH CARE PROVIDERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description Of Operations:

Any activities at a hospital, clinic, medical center, trauma center, nursing home, convalescent home, home for the aged, home for the physically handicapped or orphaned, mental-psychopathic institution, sanitarium, dispensary, infirmary, institution for the restrained and/or treatment of alcohol, drug, narcotic and/or mental cases and any other healthcare facility that you own, operate, use, maintain, license, permit, or inspect, or located on any property you rent or lease, including a sublease,

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

With respect to any operation shown in the Schedule, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The rendering of or failure to render:
 - a. Medical, surgical, dental, X-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;
 - b. Any health or therapeutic service, treatment, advice or instruction; or
 - c. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

2. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
3. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved that which is described in Paragraph 1., 2. or 3.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – FAILURE TO SUPPLY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to "bodily injury" or "property damage" arising out of the failure of any insured to adequately supply gas, oil, water, electricity, steam or biofuel.

This exclusion does not apply if the failure to supply results from the sudden and accidental injury to tangible property owned or used by any insured to procure, produce, process or transmit the gas, oil, water, electricity, steam or biofuel.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – LAW ENFORCEMENT ACTIVITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission resulting from law enforcement activities of your police department or any of your other law enforcement agencies, including their agents or "employees".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – INJURY TO VOLUNTEER FIREFIGHTERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury" or "personal and advertising injury" to any volunteer firefighters whether or not they are members of your organization, while in the course of their duties as such.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED EXCLUSION – PERSONAL AND ADVERTISING INJURY – LAWYERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. **Exclusions** of **Section I – Coverage B – Personal And Advertising Injury**:

2. Exclusions

This insurance does not apply to "personal and advertising injury" arising out of the rendering of or failure to render professional services as a lawyer.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services as a lawyer.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

The City Transit Trust
212 SW 9th St.
Lawton, OK 73501

Terry K Bell II Trust
2505 SE 6th Street
Lawton, OK 73501

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

Hudson Insurance Company

ENDORSEMENT
NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
PEP0005271-03	12/01/2022	HTG-Lawton Management LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HYDRAULIC FRACTURING EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART ERRORS AND OMISSIONS COVERAGE PART

- A. The following is added to Paragraph 2. **Exclusions of Section I—Coverage A. Bodily Injury And Property Damage Liability** of the Commercial General Liability Coverage Part and Paragraph 2. **Exclusions of SECTION I—COVERAGE** of the Errors And Omissions Coverage Part:

This insurance does not apply to:

Hydraulic Fracturing

1. "Bodily injury," "property damage" or "error or omission":
 - a. Arising, in whole or in part, out of any operation involving substances under pressure being pumped underground with the objective of creating fractures in geologic formations to facilitate the release and extraction of hydrocarbons, including, but not limited to, oil or natural gas. Such operations include, but are not limited to, "hydraulic fracturing," "gas fracking" and/or the actual, alleged, threatened or suspected contact with, exposure to, existence of or presence of any "flowback" or the handling, transporting, storage, release or disposal of any "flowback" by any insured or by any other person or entity; or
 - b. Caused, directly or indirectly or in whole or in part, by the movement, in any direction, of earth or land arising, in whole or in part, out of any operation involving substances under pressure being pumped underground with the objective of creating fractures in underground

geologic formations to facilitate the release and extraction of hydrocarbons, including, but not limited to, oil or natural gas. Such operations include, but are not limited to, "hydraulic fracturing" or "gas fracking."

2. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, remediating or disposing of, or in any way responding to or assessing the effects of "hydraulic fracturing," "gas fracking" or "flowback," by any insured or by any other person or entity.

We will have no duty to settle any claim or defend any "suit" against the insured arising out of or in any way related to items 1. or 2. above.

- B. The following is added to Paragraph 2. **Exclusions of Section I—Coverage B. Personal And Advertising Injury Liability** of the Commercial General Liability Coverage Part:

This insurance does not apply to:

Hydraulic Fracturing

1. "Personal and advertising injury":
 - a. Arising, in whole or in part, out of any operation involving substances under pressure being pumped underground with the objective of creating fractures in underground geologic formations to facilitate the release and extraction of hydrocarbons, including, but not limited to, oil or natural gas. Such operations include,

but are not limited to, "hydraulic fracturing," "gas fracking" and/or the actual, alleged, threatened or suspected contact with, exposure to, existence of or presence of any "flowback" or the handling, transporting, storage, release or disposal of any "flowback" by any "insured" or by any other person or entity; or


b. Caused, directly or indirectly or in whole or in part, by the movement, in any direction, of earth or land arising, in whole or in part, out of any operation involving substances under pressure being pumped underground with the objective of creating fractures in underground geologic formations to facilitate the release and extraction of hydrocarbons, including, but not limited to, oil or natural gas. Such operations include, but are not limited to, "hydraulic fracturing" or "gasfracking."

2. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, remediating or disposing of, or in any way responding to or assessing the effects of "hydraulic fracturing," "gas fracking" or "flowback," by any insured or by any other person or entity.

We will have no duty to settle any claim or defend any "suit" against the insured arising out of or in any way related to items 1. or 2. above.

For purposes of this endorsement, the following definitions apply:

1. "Hydraulic fracturing," or hydrofracking means the process by which water, "proppants," chemicals and/or other fluid additives are injected at high pressure into underground geologic formations to create fractures, to facilitate the extraction of any hydrocarbons including but not limited to natural gas and/or oil.
2. "Flowback" means any substance containing returned "hydraulic fracturing" fluid, including but not limited to water, "proppants," "hydraulic fracturing" fluid additives; and, any hydrocarbon compounds, salts, conventional pollutants, organics, metals, and naturally occurring radioactive material brought to the surface with the water.
3. "Gas fracking" or liquefied propane/butane gas fracturing means the waterless process by which propane gel and "proppants" are injected at high pressure into underground geologic formations to create fractures, to facilitate the release and extraction of natural gas.
4. "Proppant" means particles that are used to keep fractures open after a hydraulic fracturing treatment.



AUTHORIZED REPRESENTATIVE / DATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SEXUAL ABUSE AND/OR MOLESTATION LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following Coverage Forms:

BUSINESS AUTO COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PUBLIC SECTOR EXCESS LIABILITY COVERAGE FORM
COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM
EMERGENCY DISPATCHERS LIABILITY COVERAGE FORM (OCCURRENCE)
EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
FIREFIGHTERS PROFESSIONAL LIABILITY COVERAGE FORM (CLAIMS MADE)
LAW ENFORCEMENT LIABILITY COVERAGE FORM (CLAIMS MADE)
LAW ENFORCEMENT LIABILITY COVERAGE FORM (OCCURRENCE)
PUBLIC OFFICIALS LIABILITY COVERAGE FORM (CLAIMS MADE AND REPORTED
COVERAGE)
PUBLIC OFFICIALS LIABILITY COVERAGE FORM (CLAIMS MADE)
SCHOLASTIC LEGAL LIABILITY COVERAGE FORM (CLAIMS MADE)

This insurance does not apply to any “bodily injury”, “injury”, “injury or damage”, “property damage”, “personal and advertising injury”, “emergency dispatchers wrongful act(s)”, “firefighters wrongful act(s)”, “scholastic legal liability wrongful act(s)”, “public officials wrongful act(s)”, “employment practices wrongful act(s)”, or “law enforcement wrongful act(s)” arising out of:

1. The actual or threatened sexual abuse or molestation by any person. This includes any “claim” resulting from negligent employment, investigation, supervision or retention of any person;
2. The negligent reporting of or failure to report suspected, actual or threatened sexual abuse or molestation to the proper person or authority; or
3. Any other situation or circumstance that directly or indirectly constitutes actual, threatened or alleged sexual abuse or molestation, however caused.
Sexual abuse includes, but is not limited to, sexual assault, “sexual molestation”, sexual exploitation or sexual injury. It does not include sexual harassment.

For the purposes of this endorsement, “sexual molestation” means physical sexual abuse of any person, including but not limited to, any nonconsensual sexual physical involvement or physical sexual contact.

Hudson Insurance Company

ENDORSEMENT
NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
PEP0005271-03	12/01/2022	HTG-Lawton Management LLC

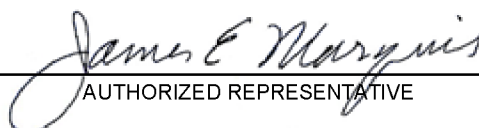
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION

In consideration of the premium charged, it is agreed that this policy does not apply to a claim of or indemnification for punitive or exemplary damages.

Punitive or exemplary damages also include any damages awarded pursuant to statute in the form of double, treble or other multiple damages in excess of compensatory damages.

If suit is brought against any insured for a claim falling within coverage provided under the policy, seeking both compensatory and punitive or exemplary damages, then the Company will afford a defense to such action; however, the Company will have no obligation to pay for any costs, interest or damages attributable to punitive or exemplary damages.



AUTHORIZED REPRESENTATIVE

DATE

Hudson Insurance Company

ENDORSEMENT
NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
PEP0005271-03	12/01/2022	HTG-Lawton Management LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS EXCLUSION

This policy does not apply to:

- (1) Damages in any way or to any extent arising out of or involving asbestos, asbestos fibers, or any product containing asbestos or asbestos fibers.
- (2) Any economic loss, diminution of property value, abatement costs, or any other loss, cost or expense including equitable relief, in any way or to any extent arising out of or involving asbestos, asbestos fibers

or any product containing asbestos or asbestos fibers.

- (3) Any fees, fines, costs, or expenses of any nature whatsoever in the investigation or defense of any claim or suit arising out of or involving asbestos, asbestos fibers, or any product containing asbestos or asbestos fibers.



AUTHORIZED REPRESENTATIVE

DATE

Hudson Insurance Company

ENDORSEMENT
NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
PEP0005271-03	12/01/2022	HTG-Lawton Management LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEAD CONTAMINATION EXCLUSION

This policy does not apply to:

1. Any damages arising out of the ingestion, inhalation or absorption of lead in any form.

2. Any loss, cost or expense arising out of any:

(a) Request, demand or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead.



AUTHORIZED REPRESENTATIVE

DATE

FUNGI, VIRUS OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

- A. The following is added to **Paragraph 2., Exclusions of SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY ; Paragraph 2, Exclusions of Coverage C – MEDICAL PAYMENTS** in the Commercial General Liability Coverage Part; and **Paragraph 2, Exclusions of SECTION I – COVERAGES PRODUCTS/COMPLETED OPERATIONS BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of the Products/Completed Operations Coverage Part:

2. Exclusions

This insurance does not apply to:

Fungi, Virus, or Bacteria

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi", "virus", bacteria or other microorganism, whether related, in any manner, to a declared or undeclared "epidemic or pandemic" that induces or is capable of inducing physical distress, illness or disease regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. This exclusion applies, whether or not due to the insured's negligence, unintentional act or wrongdoing in the:
 1. Abating, testing for, monitoring, clean up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi", "virus", bacteria or other microorganism, by any insured or by any other person or entity.
 2. Failure to provide any state or governmental mandated personal protective equipment;
 3. Failure to prevent the spread of the disease;
 4. Failure to report the disease to authorities; or

5. Supervising, hiring, employing, training or monitoring of others, whether or not infected with and spread a communicable disease, by any insured.

This exclusion further applies to defense costs, fines and penalties related, in any manner, to the above. We shall have no duty to investigate, defend or settle any claim or "suit" related, in any manner, to the above.

It is further understood that this insurance will not become excess of any reduced or exhausted aggregate limit of any other insurance as a result of claims, suits, demands, judgments or causes of action arising any way out of or in any way related to the above.

This exclusion does not apply to any "fungi" or bacteria that are on, or are contained in, a good or product intended for bodily consumption.

- B. The following exclusion is added to **Paragraph 2. Exclusions of COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** in the Commercial General Liability Coverage Part:

2. Exclusions

This insurance does not apply to:

Fungi, Virus or Bacteria

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi", "virus", bacteria or microorganism, whether related, in any manner, to a declared or undeclared "epidemic or "pandemic", regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. This exclusion applies, whether or not due to the insured's negligence, unintentional act or wrongdoing in the:
 1. Abating, testing for, monitoring, clean up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi", "virus", bacteria or other microorganism, by any insured or by any other person or entity.
 2. Failure to provide any state or governmental mandated personal protective equipment;
 3. Failure to prevent the spread of the disease;
 4. Failure to report the disease to authorities; or

5. Supervising, hiring, employing, training or monitoring of others, whether or not infected with and spread a communicable disease, by any insured.

This exclusion further applies to defense costs, fines and penalties related, in any manner, to the above. We shall have no duty to investigate, defend or settle any claim or "suit" related, in any manner, to the above.

It is further understood that this insurance will not become excess of any reduced or exhausted aggregate limit of any other insurance as a result of claims, suits, demands, judgments or causes of action arising any way out of or in any way related to the above.

C. The following is added to **SECTION V – DEFINITIONS:**

"Epidemic or pandemic" means an outbreak of an infectious disease transmissible from person to person (whether by direct contact with an affected individual, by casual contact with an affected person's secretions or objects touched by an affected person, by airborne means or by indirect means) that spreads and affects a significant proportion of a population, either geographically or globally.

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

"Virus" means any type of submicroscopic infectious agent that replicates only inside the living cells of an organism.

All other terms and conditions remain unchanged.

Hudson Insurance Company

EMPLOYMENT PRACTICES LIABILITY COVERAGE PART SUPPLEMENTAL DECLARATIONS CLAIMS MADE COVERAGE

THIS IS A CLAIMS MADE COVERAGE PART. PLEASE READ IT CAREFULLY.

These supplemental declarations form a part of policy number: PEP0005271-03

COVERAGE	LIMITS OF LIABILITY
Employment Practices Liability Coverage Form	<u>\$1,000,000</u> each Employment Practices Wrongful Act
	<u>\$1,000,000</u> Annual Aggregate
Deductible	<u>\$10,000</u> each Employment Practices Wrongful Act
Designee of Named Insured to report claims and receive notices: Randy Simmons; Director of Maintenance	
Notice of claim will be given to: Hudson Insurance Company 100 William Street New York, NY 10038	
<u>FORMS AND ENDORSEMENTS</u> (other than applicable forms and endorsements shown elsewhere in the policy). Forms and endorsements applying to this Coverage Part and made part of this policy at time of issue: Refer to Schedule of Forms and Endorsements	

THIS SUPPLEMENTAL DECLARATION TOGETHER WITH THE COMMON POLICY DECLARATIONS, COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS COMPLETE THE ABOVE NUMBERED POLICY.

Hudson Insurance Company
A Stock Insurance Company, herein called the Company
PUBLIC ENTITY POLICY
EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
CLAIMS MADE COVERAGE

Various provisions in this policy restrict coverage. Please read the entire policy carefully to determine rights, duties and what is and what is not covered.

Throughout this policy the words “you” and “your” refer to the Named Insured in the Common Policy Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words “we,” “us” and “our” refer to the insurance company shown on the Common Policy Declarations as the insurer.

Within this Coverage Form the word “insured” means any person or organization qualifying as such under **SECTION III—EMPLOYMENT PRACTICES LIABILITY—WHO IS AN INSURED.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI—EMPLOYMENT PRACTICES LIABILITY—DEFINITIONS.**

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SECTION I—COVERAGES

1. INSURING AGREEMENT

We will pay on behalf of the insured all “loss” resulting from “employment practices wrongful act(s)” but only with respect to “claims” first made against the insured during the “policy period” or Extended Reporting Period. The “employment practices wrongful act(s)” must occur within the “coverage territory.”

2. DEFENSE AND SUPPLEMENTARY PAYMENTS

We will have the right and duty to defend any “suit” against the insured even if any of the allegations of

the “suit” are groundless, false or fraudulent. We may make an investigation of any “claim” or “suit” as we deem expedient. We will not be obligated to pay any “claim” or judgment or to defend any “suit” after the applicable limit of our liability has been exhausted by payment of judgments or settlements.

The insured, except at its own cost and for its own account, will not, without our written consent, make any payment, admit any liability, settle any “claim,” assume any obligation, or incur any expense.

We will have the right, but no duty, to appeal any judgment.

Subject to the Limit of Liability stated in the Employment Practices Liability Coverage Part Supplemental Declarations as applicable to each “employment practices wrongful act,” we will pay all costs taxed against the insured in any “suit” defended by us and all interest on the entire amount of any judgment therein, which does not exceed the limit of our liability.

We will pay, in addition to the applicable Limit of Liability:

- a. All “loss adjustment expenses” ;
- b. All reasonable expenses incurred by the insured at our request to assist in the investigation or defense of a “claim” or “suit.” Expenses, as used here, do not include salaries of your officers or employees, except for actual loss of earnings, up to \$500 a day, because of time off from work;
- c. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Liability, we will not pay any prejudgment interest based on that period of time after the offer;
- d. Premium on appeal bonds required in any “suit” defended by us and the cost of attachment or similar bonds.

SECTION II—EXCLUSIONS

We will not be obligated to make any payment nor to defend any “suit” in connection with any “claim” made against the insured:

1. Based upon or attributable to any insured enjoying unjust enrichment; or gaining profit, advantage or remuneration to which the insured is not entitled.
2. Arising out of the deliberate violation of any federal, state, or local statute, ordinance, rule or regulation committed by or with the knowledge and consent of the insured.
3. Based upon or arising out of any activity or circumstances for which you or we may be held liable under the Fair Labor Standards Act of 1938 (including amendments thereto) or any state or common law regarding wage or hour laws including, but not limited to, laws governing minimum wages, hours worked, and overtime compensation, including any record keeping and reporting of records.

This exclusion includes actions, “claims” or “suits” brought by or on behalf of individuals or agencies seeking wages, fines, penalties, taxes, disgorgement or other affirmative relief or compensation but does not include “claims” or “suits” based on the Equal Pay Act of 1963 (including amendments thereto).

This exclusion shall not apply to any “claim” arising from or in consequence of any actual or alleged “retaliation”.

4. Brought about or contributed to by fraud, dishonesty, bad faith or malicious act(s) of an insured; however, notwithstanding the foregoing, the insured will be protected under the terms of this Coverage Form, as to any “claims” upon which “suit” may be brought against them by reason of any alleged fraud, dishonesty, bad faith or malicious act(s) on the part of any insured, unless a judgment or other final adjudication thereof adverse to such insured will establish that the fraud, dishonesty, bad faith or malicious act(s) committed by such insured were material to the cause of action so adjudicated.
5. For any damage arising out of “bodily injury,” or for damage to or destruction of any property, including diminution of value or loss of use thereof.
6. For assault and battery.
7. Alleging any violation of civil rights other than employment related civil rights.
8. Arising out of:
 - a. Any “employment practices wrongful act(s)” which takes place prior to the “policy period” if the insured had knowledge of circumstances which could reasonably be expected to give rise to a “claim”; or
 - b. Any “loss” for which the insured is entitled to indemnity or payment by reason of having given notice of any circumstances which might give rise to a “claim” under any policy or policies the term of which has expired prior to the inception date of this policy.
9. Based upon or arising out of any activity for which the insured is acting in a fiduciary capacity under the Employee Retirement Income Security Act of 1974, its amendments and any regulation or order issued pursuant thereto, or to any other employee benefit plan.

10. Based upon or arising out of any activity or circumstances for which you or we may be held liable under the National Labor Relations Act of 1938 (NLRA), the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the Occupational Safety and Health Act (OSHA), the Worker Adjustment and Retraining Notification Act (WARN), Social Security, any worker's compensation, unemployment compensation or disability benefits law or under similar law. This exclusion shall not apply to any "claim" arising from or in consequence of any actual or alleged "retaliation".
11. Based upon or arising out of any liability assumed by the insured under any contract or agreement, unless the insured would have been legally liable in the absence of such contract or agreement.
12. By the Named Insured or on its behalf.
13. Any "claim(s)" arising out of any collective bargaining agreements.

SECTION III—EMPLOYMENT PRACTICES LIABILITY—WHO IS AN INSURED

Each of the following is an Insured:

1. You;
2. All persons who were, now are, or will be your lawfully elected, appointed or employed officials;
3. Members of commissions, boards or other units operated by and under your jurisdiction and within apportionment of the total operating budget indicated in the application form, provided that the insurance afforded will not extend to any of the following boards, commissions or units unless specifically endorsed hereon: schools, airports, transit authorities, hospitals and other health care facilities, municipally owned gas or electric utilities, housing authorities or port authorities;
4. All "employees" and "volunteer workers"; and
5. The estates, heirs, legal representative or assigns of deceased persons who were insureds at the time of an "employment practices wrongful act(s)" but only to the extent that they would otherwise be provided coverage under this Coverage Form.

However none of the following are insureds under this Coverage Form:

1. Any insured, including you, with respect to the operation of boards, commissions or other units, the mem-

bers of which are not afforded coverage under 3. above; and

2. All persons or entities who are on retainer, are a consultant or are under contract for services, for any insured.

SECTION IV—LIMITS OF LIABILITY

Regardless of the number of insureds under this Coverage Form, persons or organizations who sustain damages payable under this Coverage Form, and/or "suit(s)" brought under this Coverage Form, our liability is limited as follows:

1. The Limit of Liability shown in the Employment Practices Liability Coverage Part Supplemental Declarations as applicable to each "employment practices wrongful act" is the limit of our liability for all "loss" and all costs taxed against the insured arising out of one "employment practices wrongful act" covered by this Coverage Form.
2. The Limit of Liability shown in the Employment Practices Liability Coverage Part Supplemental Declarations as applicable to the Annual Aggregate is subject to the above provision respecting each "employment practices wrongful act" and is the maximum limit of our liability for each "policy period." In no event will our total Limit of Liability be increased for any Extended Reporting Period.
3. Subject to the Limits of Liability stated above, we will only be liable to pay for damages in excess of the "deductible" shown in the Employment Practices Liability Coverage Part Supplemental Declarations for each and every "employment practices wrongful act." In the event we expend funds either for damages or "loss adjustment expense" on behalf of the insured, we will be reimbursed for such expenditures up to the amount of the "deductible" in the Employment Practices Liability Coverage Part Supplemental Declarations. Upon written demand by us, the amount of such "deductible" will be payable to us within thirty (30) days.
4. "Claims" based on or arising out of the same act or interrelated acts of one or more insureds will be considered to be based on a single "employment practices wrongful act" and only one each "employment practices wrongful act" Limit of Liability and only one "deductible" will be applicable to such single "employment practices wrongful act."

SECTION V—CONDITIONS

1. Two Or More Coverage Forms

If this Coverage Form and/or the Law Enforcement Liability Coverage Form and/or the Public Officials Liability Coverage Form and/or the Firefighters Professional Liability Coverage Form and/or the Emergency Dispatchers Liability Coverage Form apply to the same “claim,” the maximum Limit of Liability under all the Coverage Forms shall not exceed the highest applicable Limit of Liability under any one Coverage Form. The “deductible” applicable to the Coverage Form providing the highest applicable Limit of Liability will be the “deductible” applied to the “claim.” If the limits are the same for all Coverage Forms, the lowest applicable “deductible” will apply.

2. Settlement

We have the right to investigate any “claim” or “suit,” but we will not settle or compromise a “claim” or “suit” without your written consent. If consent is refused and you elect to contest the “claim” or “suit” or continue legal proceedings, then our liability for the “claim” or “suit” will not exceed the amount for which the “claim” or “suit” could have been settled, plus “loss adjustment expense” incurred up to the date of your refusal, plus seventy percent (70%) of all “loss” in excess of the amount of the settlement offer acceptable to us and the claimant and seventy (70%) of all “loss adjustment expense” incurred after the date of your refusal to consent to a settlement offer acceptable to us and the claimant.

In no event shall our liability under this policy for “loss” exceed the applicable limits of our liability of the remaining portion of the Annual Aggregate Limit of Liability. You shall be solely responsible for thirty percent (30%) of all “loss” in excess of the amount of the settlement offer acceptable to us and the claimant, and thirty percent (30%) of all “loss adjustment expense” incurred after the date of your refusal.

We will not be obligated to pay any “claim” or judgment or to defend any “suit” after the applicable limit of our liability have been exhausted by payment of judgments or settlements.

3. Insured’s Duties In The Event Of A “Claim” Or “Suit”

- a. In the event of a “claim,” immediate written notice containing particulars sufficient to identify the insured and also reasonably obtainable information

with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, will be given by or for the insured to us or any of our authorized agents;

- b. If a “claim” is made or a “suit” is brought against the insured, the insured will immediately forward to us every demand, notice, summons or other process received by them or their representative;
- c. The insured will cooperate with us and, at our request, consent to being examined and questioned by a representative of ours, under oath if necessary, attend hearings, depositions and trials and will assist in effecting settlement, securing and giving evidence, and obtaining the attendance of witnesses in the conduct of “suit(s),” as well as in the giving of written statement or statements to our representatives and defense. In the event of a “claim” occurring likely to involve us hereunder, the insured will not make any payment, assume any liability or incur any expense without our consent first being obtained. We will have full discretion in the handling of any “claim,” and the insured will give full information and assistance as we may reasonably require.

4. Other Insurance

The insurance afforded by this Coverage Form is excess over any other insurance, whether primary, excess, contingent or on any other basis, except when purchased specifically to apply in excess of this insurance.

We will have no duty under this Coverage Form to defend any “suit” that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured’s rights against all those other insurers.

When both this insurance and the other insurance apply to the “loss” on the same basis, we will not be liable under this Coverage Form for a greater proportion of the “loss” than that stated in the applicable contribution provision below:

- a. **CONTRIBUTION BY EQUAL SHARES.** If all of such other valid and collectible insurance provides for contribution by equal shares, we will not be liable for a greater proportion of such “loss” than would be payable if each insurer contributes an equal share until the share of each

insurer equals the lowest applicable limit of liability under any one policy or the full amount of the “loss” is paid, and with respect to any amount of “loss” not so paid, the remaining insurers then continue to contribute equal shares of the remaining amount of the “loss” until each such insurer has paid its limits in full or the full amount of the “loss” is paid;

- b. **CONTRIBUTION BY LIMITS.** If any of such other insurance does not provide for contribution by equal shares, we will not be liable for a greater proportion of such “loss” than that which the applicable Limit of Liability under this Coverage Form, for such “loss,” bears to the total applicable limit of liability of all valid and collectible insurance against such “loss.”

5. Sovereign Immunity

It is agreed that we will not raise the defense of sovereign immunity to which the insured may be entitled by reason of its being a public and/or governmental entity, unless the insured requests us to raise such defense by written notice to us not less than ten (10) days before the time to file an answer to any “suit.” It is further agreed that the insured hereby releases us from all liability because of our failure to raise such defense, except in cases where the insured specifically requests us to do so in a manner provided herein.

6. Awareness Provision

- a. If, during the “policy period” or the Extended Reporting Period, the insured receives written or oral notice from any party that it is the intention of such party to hold the insured responsible for any “employment practices wrongful act(s),” the insured will give written notice to us as soon as practicable but no later than the end of the “policy period” or Extended Reporting Period, if applicable. Any subsequent “claim(s),” made against the insured arising out of such “employment practices wrongful act(s)” will be deemed to have been made during the “policy period” or Extended Reporting Period, if applicable. No coverage for such “claim” shall exist under any subsequent policy written by us. However, if the renewal policy is written by us, the insured will have sixty (60) days after the expiration date of this policy to report any “claim” first made during this “policy period”.

- b. In the event of any “claim” occurring hereunder, notice to us will be given to the company shown in the Employment Practices Liability Coverage Part Supplemental Declarations. Notice will be deemed to be received if sent by prepaid mail, properly addressed.

SECTION VI—EMPLOYMENT PRACTICES LIABILITY—DEFINITIONS

Whenever used in this Coverage Form, the following words have these meanings:

1. “Bodily Injury” means bodily injury, sickness or disease sustained by any person, including death, resulting from any one of these at any time. Bodily injury does not include mental anguish or emotional distress.
2. “Claim” means:
 - a. A written notice from any party that it is their intention to hold the insured responsible for “loss” resulting from an “employment practices wrongful act” covered by this Coverage Form;
 - b. Any notice that requires you to participate in an administrative hearing conducted by the EEOC or by any federal, state or local agency with a similar purpose.
3. “Deductible” means the amount in the Employment Practices Liability Coverage Part Supplemental Declarations that the insured must contribute to “loss” and “loss adjustment expense.”
4. “Discrimination” means any violation of a person’s right with respect to:
 - a. That person’s race, color, national origin, religion, gender, marital status, age, sexual orientation, or physical or mental disability;
 - b. Any other class or characteristic afforded rights under any federal, state, or local law, rule or regulation.
5. “Employee” means a person who is employed by you for wages or salary or formerly employed by you for wages or salary. “Employee” includes a “leased worker”. “Employee” does not include a “volunteer worker” or a prisoner employed by any insured.
6. “Employment practices wrongful act(s)” means any actual or alleged:

- a. "Discrimination" against any of your current, former or prospective "employees" or "volunteer workers";
 - b. Wrongful termination of any of your current, former or prospective "employees" or "volunteer workers", whether actual or constructive;
 - c. "Sexual Harassment" of any of your current, former or prospective "employees" or "volunteer workers";
 - d. "Retaliation" against any of your current, former or prospective "employees" or "volunteer workers";
 - e. Wrongful or unfair discipline of any of your current, former or prospective "employees" or "volunteer workers";
 - f. Wrongful hiring, supervision, or demotion of, or failure to promote, any of your current, former, or prospective "employees" or "volunteer workers";
 - g. Misrepresentation to, or defamation, libel, slander, disparagement or invasion of privacy of, any of your current, former, or prospective "employees" or "volunteer workers"; or
 - h. Failure to provide or enforce adequate or consistent policies and procedures relating to any "Employment practices wrongful acts(s)".
7. "Leased worker" means a person leased to you by a labor-leasing firm under a written agreement between you and the labor-leasing firm to perform duties related to the conduct of your business.
 8. "Loss" means any monetary amount, non-monetary, and/or injunctive relief which the insured(s) is legally obligated to pay as a result of "employment practices wrongful act(s)" covered by this Coverage Form and will include, but not be limited to, judgments, settlements, back and front pay and legal fees and expenses of a claimant awarded pursuant to a court order or judgment but "loss" will not include fines imposed by law, or matters which may be deemed uninsurable under the law pursuant to which this Coverage Form will be construed.
 9. "Loss adjustment expense" means all expenditures including, but not limited to, costs of investigations, experts, adjustment services, legal services and court costs incurred by us as a result of coverage afforded by this Coverage Form. "Loss adjustment expense" will not include salaries of our employees.
 10. "Retaliation" means any actual or alleged adverse employment action by you against any of your current, former, or prospective "employees" or "volunteer workers" because they:
 - a. Oppose or report any alleged unlawful practice by you;
 - b. Testify, assist or participate in any manner in an investigation or proceeding regarding any alleged unlawful practice by you; or
 - c. Exercise a right protected by law.
 - 11 "Sexual Harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
 - a. Submission to such conduct is made, either explicitly or implicitly, a term and condition of an individual's employment;
 - b. Submission to, or rejection of, such conduct is used as the basis for employment decisions affecting an individual; or
 - c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.
 12. "Suit" means a civil proceeding in which monetary damages, non-monetary, and/or injunctive relief are alleged because of an "employment practices wrongful act" to which this Coverage Form applies. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
 13. "Volunteer worker" means a person, other than a prisoner, who:
 - a. Is not an "employee";
 - b. Donates his or her work; and
 - c. Is not paid a fee, salary or other compensation for that work.

**SECTION VII—EXTENDED REPORTING PERIOD—
BASIC AND OPTIONAL SUPPLEMENTAL**

An Extended Reporting Period, described below, will be provided if this Coverage Form is nonrenewed or canceled, unless we cancel for nonpayment of premium or if we renew or replace coverage with insurance that:

- a. Has a retroactive date; or
 - b. Provides coverage on other than a Claims-Made basis.
1. A Basic Extended Reporting Period is automatically provided without additional charge. This period begins at the end of the “policy period” and lasts for sixty (60) days. The Basic Extended Reporting Period does not apply to “claim(s)” covered under any subsequent policy.
 2. Coverage for an optional Supplemental Extended Reporting Period must be added by endorsement and an additional premium charge must be paid. Such period starts sixty (60) days after the end of the “policy period.”
 3. You will have a one-time option to elect the period of time for which the Supplemental Extended Reporting Period will apply, which in no event will exceed thirty-six (36) months. The available one-time options and the additional premium charge for each option are listed below:
 - a. Twelve (12) month option—70% of the Annualized Coverage Form Premium;
 - b. Twenty-four (24) month option—120% of the Annualized Coverage Form Premium;
 - c. Thirty-six (36) month option—150% of the Annualized Coverage Form Premium.

Once in effect, the Supplemental Extended Reporting Period may not be canceled and the applicable premium is fully earned.

4. This right to purchase the Supplemental Extended Reporting Period will terminate unless written notice is given to us no later than sixty (60) days after the effective date of cancellation or nonrenewal of this Coverage Form. Payment in full of the Supplemental Extended Reporting Period premium and any outstanding premiums or recoveries owed to us will be made concurrently with such written notice for such Supplemental Extended Reporting Period to become effective.

5. The Extended Reporting Period does not extend the “policy period” or change the scope of coverage provided. Subject to this Coverage Form’s terms, Limits of Liability, exclusions and conditions, this Coverage Form is extended to apply to “claim(s)” first made against the insured during the Basic Extended Reporting Period, or, if purchased, the Supplemental Extended Reporting Period, but only to “claim(s)” due to “employment practices wrongful act(s)” committed prior to the end of the “policy period.”
6. The Extended Reporting Period does not reinstate or increase this Coverage Form’s Limits of Liability. “Claim(s)” which are first received and recorded during the Basic Extended Reporting Period or the Supplemental Extended Reporting Period, if it is in effect, will be deemed to have been made on the last day of the “policy period.”

Hudson Insurance Company

ENDORSEMENT
NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
PEP0005271-03	12/01/2022	HTG-Lawton Management LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RETROACTIVE DATE ENDORSEMENT

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

We will not make any payment or defend any "suit" on behalf of the insured for "employment practices wrongful act(s)" committed or alleged to have been committed prior to the following retroactive date:


12/1/2020.

Signature of Authorized Representative

Date

Type Name of Authorized Representative

Title



AUTHORIZED REPRESENTATIVE

DATE

**ENDORSEMENT
NO. _____**

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
PEP0005271-03	12/01/2022	HTG-Lawton Management LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES—WHO IS AN INSURED (Boards, Commissions and Other Units Exception) (PEP II)

This endorsement modifies insurance provided under the following:

PUBLIC OFFICIALS LIABILITY COVERAGE FORM
EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

Item 3. of **SECTION III—PUBLIC OFFICIALS—WHO IS AN INSURED** of the **PUBLIC OFFICIALS LIABILITY COVERAGE FORM** is extended to provide coverage for members of the following board(s), commission(s) or unit(s):

N/A

Item 3. of **SECTION III—EMPLOYMENT PRACTICES LIABILITY—WHO IS AN INSURED** of the **EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM** is extended to provide coverage for members of the following board(s), commission(s) or unit(s):

Transit Authorities

James E. Margulis /
AUTHORIZED REPRESENTATIVE DATE

Hudson Insurance Company

ENDORSEMENT
NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
PEP0005271-03	12/01/2022	HTG-Lawton Management LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIRD-PARTY COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

In consideration of an additional premium, the Coverage Form is amended as follows:

The following is added to Definition 6. "Employment practices wrongful act(s)" of **SECTION VI—EMPLOYMENT PRACTICES LIABILITY—DEFINITIONS**:

"Employment practices wrongful act(s)" also means any of the following actual or alleged practices which are directed against any "business invitee" by an insured in his or her capacity as such, and for which remedy is sought by "business invitee" under any civil law whether federal, state or local:

1. Harassment (including sexual harassment);
2. "Discrimination"; or
3. Humiliation, invasion of privacy, or infliction of emotional distress or mental anguish.

The following definition is added to **SECTION VI—EMPLOYMENT PRACTICES LIABILITY—DEFINITIONS**:

"Business Invitee" means a natural person, solely in their capacity as one who is invited to enter into

and remain on any premises owned or operated by the insured for a purpose directly or indirectly connected with the business or commercial dealings therein. A "business invitee" shall not, under any circumstances, include a trespasser, prisoner, or any other person who enters any premises of the insured without its knowledge or permission, or any "employee."

With respect to this endorsement, the following exclusion is added to **SECTION II—EXCLUSIONS**:

We will not be obligated to make any payment nor to defend any "suit" in connection with any "claim" made against the insured that arises from, relates to, or in any way involves the Fair Housing Act, Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Federal Truth-In-Lending Act, or any other state or federal fair lending statutes and/or regulations relating thereto, including but not limited to, redlining, credit discrimination or steering.

Additional Premium: \$ Included in total premium



AUTHORIZED REPRESENTATIVE

DATE

Hudson Insurance Company

CLAIM REPORTING INFORMATION

Your insurance policy has been placed with the Hudson Insurance Group,.

Our commitment to you is to provide fast, fair claim service. Promptly reporting an event that could lead to a claim, as required by your policy, helps us fulfill this commitment to you. Please refer to your policy for this and all other terms and conditions.

To report a claim, you may contact the Hudson Insurance Group 24 hours a day, 7 days a week, by calling **1-800-884-1138** or email the Claims general mailbox at

HudsonClaims300@hudsoninsgroup.com .

Thank you for your business and as always, we appreciate the opportunity to serve you.

HOW TO REPORT A CLAIM
<p>Call 1-800-884-1138 or visit our Web site at www.hudsoninsgroup.com</p> <p>In order to expedite this process, please be prepared to furnish as much of the following information as possible:</p> <ul style="list-style-type: none">• Your policy number• Date, time and location of the loss/accident• Details of the loss/accident• Name, address and phone number of any involved parties• If applicable, name of law enforcement agency or fire department along with the incident number <p>Please refer to your policy for specific claim reporting requirements.</p>

Hudson Insurance Company
Hudson Excess Insurance Company
Hudson Specialty Insurance Company

NOTICE TO POLICYHOLDERS
RESTRICTIONS OF COVERAGE

This notice has been prepared in conjunction with the implementation of changes to your policy on the following forms. It contains a brief synopsis of any significant restrictions and clarifications of coverage that were made in each policy form and endorsement.

Please read your policy, and the endorsements attached to your policy, carefully.

CU 21 27—Fungi or Bacteria Exclusion (Commercial Liability Umbrella)

When this endorsement is attached to your policy:

- Coverage is restricted to exclude bodily injury or property damage arising, directly or indirectly, out of any fungi, including but not limited to mold, or bacteria on or in a building or structure. This exclusion applies whether or not any other cause, event, material or product contributed in any sequence to the injury or damage.
- Coverage is clarified to exclude personal and advertising injury arising, directly or indirectly, out of any fungi, including but not limited to mold, or bacteria on or in a building or structure. This exclusion applies whether or not any other cause, event, material or product contributed in any sequence to the injury or damage.
- Coverage is restricted to exclude clean-up costs associated with fungi or bacteria.

The exclusion does not apply to fungi or bacteria intended for consumption, such as mushrooms.

XL-1503—Fungi or Bacteria Exclusion (Excess Liability)

When this endorsement is attached to your policy:

- Coverage is restricted to exclude injury or damages arising, directly or indirectly, out of any fungi, including but not limited to mold, or bacteria on or in a building or structure. This exclusion applies whether or not any other cause, event, material or product contributed in any sequence to the injury or damage.
- Coverage is restricted to exclude clean-up costs associated with fungi or bacteria.

The exclusion does not apply to fungi or bacteria intended for consumption, such as mushrooms.



Underwritten by:

Hudson Excess Insurance Company

100 William Street • New York, NY 10038

(212) 978-2800

In Witness Whereof, the Company has caused this policy to be executed and attested.

A handwritten signature in black ink, appearing to read 'Dina Daskal'.

Secretary

A handwritten signature in black ink, appearing to read 'Christy Z. Sallof'.

President

The information contained herein replaces any similar information contained elsewhere in the policy.

DECLARATIONS**COMMERCIAL LIABILITY UMBRELLA POLICY**

PEU0005234-02

Renewal of Number

Hudson Excess Insurance Company100 William Street
New York, NY 10038

Tel.: 212-978-2800 Fax: 212-978-2899

PEU0005234-03

Policy Number

ITEM 1. NAMED INSURED AND MAILING ADDRESSHTG-Lawton Management LLC
(See Schedule of Named Insureds)
P.O. Box 286
Lawton, OK 73502**AGENT NAME AND ADDRESS**Euclid Public Sector, LLC
234 Spring Lake Drive
Itasca, IL 60143**ITEM 2. POLICY PERIOD**

From: 12/01/2022 To: 12/01/2023

12:01 A.M. Standard Time at your mailing address shown above.

ITEM 3. DESCRIPTION OF BUSINESS**FORM OF BUSINESS:**

- ☐ Individual ☐ Partnership ☐ Joint Venture ☐ Limited Liability Company ☒ Other
☐ Organization, including a Corporation (But Not including a Partnership, Joint Venture or Limited Liability Company)

BUSINESS DESCRIPTION: Public Entity**ITEM 4. LIMITS OF INSURANCE:**

Each Occurrence Limit (Liability Coverage) \$1,000,000
 Personal and Advertising Injury Limit \$1,000,000
 Any one person or organization
 Aggregate Limit (Liability Coverage) (except with respect to "covered autos") \$1,000,000
 Other: Not Applicable \$Not Applicable
Not Applicable \$Not Applicable
 Retained Limit: (1) Underlying Insurance (See **ITEM 5.**); or (2) Self-Insured Retention \$10,000

ITEM 5. SCHEDULE OF UNDERLYING INSURANCE:

See Schedule A

ITEM 6. PREMIUM COMPUTATION:

☒ Flat Premium \$3,270.00
☐ Audit Period (if applicable): ☐ Annually ☐ Semi-Annually ☐ Quarterly ☐ Monthly
 Estimated Deposit Premium \$
 Estimated Exposure Base: _____ Rate: _____ Per: _____
 Policy Minimum Premium \$

ITEM 7. ENDORSEMENTS ATTACHED TO THE POLICY AT INCEPTION:

Refer to Schedule of Forms and Endorsements

THIS COMMERCIAL LIABILITY UMBRELLA DECLARATIONS AND THE SCHEDULE A, TOGETHER WITH
 THE COMMON POLICY CONDITIONS AND THE COVERAGE FORM(S) AND ENDORSEMENT(S),
 IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

**HUDSON EXCESS INSURANCE COMPANY
SCHEDULE OF NAMED INSURED**

Policy No. PEU0005234-03

Named Insured HTG-Lawton Management LLC

NAMED INSURED SCHEDULE

HTG-Lawton Management LLC
Hendrickson Transportation Group LLC
dba The Lawton Area Transit System

Hudson Excess Insurance Company

SCHEDULE A—SCHEDULE OF UNDERLYING INSURANCE UMBRELLA LIABILITY

Policy No.: PEU0005234-03

Effective Date: 12/01/2022

12:01 A.M. Standard Time

Named Insured: HTG-Lawton Management LLC

INSURER, POLICY NUMBER AND POLICY PERIOD	TYPE OF COVERAGE	APPLICABLE LIMITS
Commercial General Liability		
Insurer's Name Hudson Insurance Company		\$ <u>1,000,000</u> Each Occurrence
		\$ <u>1,000,000</u> Personal and Advertising Injury
Policy Number PEP0005271-03		\$ <u>2,000,000</u> General Aggregate (other than products/ completed operations)
		*Per Policy _____
Policy Period 12/01/2022-12/01/2023		\$ <u>2,000,000</u> Products/Completed Operations Aggregate
*General Aggregate Applies		
Auto Liability		Bodily Injury and Property Damage Limit
Insurer's Name Not Applicable		\$ _____ Each Accident
	Uninsured/Underinsured Motorists	
		\$ <u>NOT APPLICABLE</u> Each Accident or
Policy Number		\$ <u>NOT APPLICABLE</u> Each Person
Policy Period		\$ <u>NOT APPLICABLE</u> Each Accident
Employer's Liability		Bodily Injury Limit
Insurer's Name Not Applicable		\$ _____ Each Accident (by accident) **
		\$ _____ Policy Limit (by disease) **
Policy Number		\$ _____ Each Employee (by disease) **
Policy Period		** or unlimited in states where benefits are unlimited.

Hudson Excess Insurance Company

SUPPLEMENTARY SCHEDULE OF UNDERLYING INSURANCE UMBRELLA LIABILITY

Policy No. PEU0005234-03

Effective Date: 12/01/2022

12:01 A.M. Standard Time

Named Insured: HTG-Lawton Management LLC

Type of Coverage: Employee Benefits Liability	Applicable Limits \$1,000,000 Each Accident Included In General Aggregate
Insurer: Hudson Insurance Company	
Policy Number: PEP0005271-03	
Policy Period: 12/01/2022 to 12/01/2023	
Type of Coverage: Employment Practices Liability	Applicable Limits \$1,000,000 Each Wrongful Act \$1,000,000 Annual Aggregate
Insurer: Hudson Insurance Company	
Policy Number: PEP0005271-03	
Policy Period: 12/01/2022 to 12/01/2023	
Type of Coverage: Not Applicable	Applicable Limits
Insurer:	
Policy Number:	
Policy Period:	
Type of Coverage: Not Applicable	Applicable Limits
Insurer:	
Policy Number:	
Policy Period:	

Hudson Excess Insurance Company

SCHEDULE OF FORMS AND ENDORSEMENTS

Policy No.: PEU0005234-03

Effective Date: 12/01/2022

12:01 A.M. Standard Time

Named Insured: HTG-Lawton Management LLC

<u>Form</u>	<u>Edition</u>	<u>Name</u>
<u>Common Forms</u>		
NOTX0178CW	02-06	Claim Reporting Information
NOTX0146CW	05-02	Notice to Policyholders Restrictions of Coverage
UTS-COVPG	01-16	Cover Page
UM-D-1	01-17	Commercial Liability Umbrella Declarations and Schedule of Named Insureds
UM-SP-1	12-08	Schedule A- Schedule of Underlying Insurance Umbrella Liability
UM-SP-2	07-96	Supplementary Schedule of Underlying Insurance Umbrella Liability
UTS-SP-2	12-95	Schedule of Forms and Endorsements
IL P 001	01-04	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
IL 00 17	11-98	Common Policy Conditions
IL 02 36	09-07	Oklahoma Changes - Cancellation & Nonrenewal
IL 09 85	12-20	Disclosure Pursuant to Terrorism Risk Insurance Act
SS-OK	05-17	Service of Suit Endorsement - Oklahoma
<u>Umbrella Forms</u>		
CU 00 01	04-13	Commercial Liability Umbrella Coverage Form
CU 00 04	05-09	Recording and Distribution of Material or Information in Violation of Law Exclusion
CU 21 23	02-02	Nuclear Energy Liability Exclusion Endorsement
CU 21 25	12-01	Total Pollution Exclusion Endorsement
CU 21 27	12-04	Fungi or Bacteria Exclusion
CU 21 40	01-15	Exclusion of Certified Nuclear, Biological, Chemical or Radiological Acts of Terrorism; Cap on Losses from Certified Acts of Terrorism
CU 21 50	03-05	Silica or Silica-Related Dust Exclusion
CU 22 03	09-00	Exclusion - Riot, Civil Commotion or Mob Action - Governmental Subdivisions
UMS-0112-PE	07-02	All Hazards in Connection with Designated Landfill Exclusion
UMS-0160	07-02	Asbestos Exclusion
UM-0291-PE	07-02	Underlying Claims-Made Endorsement
UMS-0366	06-21	Cyber Exclusion
UM-0511	07-02	Employee Benefits Liability Exclusion
UMS-0735-PE	07-02	Governmental Subdivision Exclusion
UMS-0821	07-02	Lead Contamination Exclusion
UM-1196-PE	03-03	Public Entity - Professional Lines Endorsement
UMS-1425-PE	07-02	Volunteer Firefighters and Workers Injuries Exclusion
UM-2343	12-05	Underlying Sublimit Coverage Exclusion
UTS-74g	08-95	Punitive or Exemplary Damage Exclusion
UTS-3g SAMEXL	01-20	Sexual Abuse and/or Molestation Liability Exclusion
UTS-3g	03-92	Amendatory Endorsement - Lawyers and Engineers

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OKLAHOMA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the **Cancellation Common Policy Condition is replaced by the following:**

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- a.** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b.** 30 days before the effective date of cancellation if we cancel for any other reason.

After coverage has been in effect for more than 45 business days or after the effective date of a renewal of this policy, no notice of cancellation will be issued by us unless it is based on at least one of the following reasons:

- (1)** Nonpayment of premium;
- (2)** Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted under it;
- (3)** Discovery of willful or reckless acts or omissions by you that increase any hazard insured against;
- (4)** The occurrence of a change in the risk that substantially increases any hazard insured against after insurance coverage has been issued or renewed;

(5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any covered property or its occupancy that substantially increases any hazard insured against;

(6) A determination by the Insurance Commissioner that the continuation of the policy would place us in violation of the insurance laws of this state;

(7) Your conviction of a crime having as one of its necessary elements an act increasing any hazard insured against; or

(8) Loss of or substantial changes in applicable reinsurance.

B. The following are added to the Common Policy Conditions and supersede any provisions to the contrary:

1. Nonrenewal

a. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured at least 45 days before:

- (1)** The expiration date of this policy; or
- (2)** An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.

- b. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us.
- c. If notice is mailed:
 - (1) It will be considered to have been given to the first Named Insured on the day it is mailed.
 - (2) Proof of mailing will be sufficient proof of notice.
- d. If notice of nonrenewal is **not** mailed or delivered at least 45 days before the expiration date or an anniversary date of this policy, coverage will remain in effect until 45 days after notice is given. Earned premium for such extended period of coverage will be calculated pro rata based on the rates applicable to the expiring policy.
- e. We will **not** provide notice of nonrenewal if:
 - (1) We, or another company within the same insurance group, have offered to issue a renewal policy; or
 - (2) You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.
- f. If we have provided the required notice of nonrenewal as described in **B.1.a.** above, and thereafter extend the policy for a period of 90 days or less, we will **not** provide an additional nonrenewal notice with respect to the period of extension.

2. Premium Or Coverage Changes At Renewal

- a. If we elect to renew this policy, we will give written notice of any premium increase, change in deductible, or reduction in limits or coverage, to the first Named Insured, at the last mailing address known to us.
- b. Any such notice will be mailed or delivered to the first Named Insured at least 45 days before:
 - (1) The expiration date of this policy; or
 - (2) An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.

- c. If notice is mailed:
 - (1) It will be considered to have been given to the first Named Insured on the day it is mailed.
 - (2) Proof of mailing will be sufficient proof of notice.
- d. If the first Named Insured accepts the renewal, the premium increase or coverage changes will be effective the day following the prior policy's expiration or anniversary date.
- e. If notice is **not** mailed or delivered at least 45 days before the expiration date or anniversary date of this policy, the premium, deductible, limits and coverage in effect prior to the changes will remain in effect until:
 - (1) 45 days after notice is given; or
 - (2) The effective date of replacement coverage obtained by the insured;
 whichever occurs first.
 If the first Named Insured then elects **not** to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring policy.
- f. We will **not** provide notice of the following:
 - (1) Changes in a rate or plan filed pursuant to the Property and Casualty Competitive Loss Cost Rating Act applicable to an entire class of business;
 - (2) Changes which are based upon the altered nature or extent of the risk insured; or
 - (3) Changes in policy forms filed with or approved by the Insurance Commissioner and applicable to an entire class of business.

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

SCHEDULE – PART I
Terrorism Premium (Certified Acts) \$61.00 This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies): Commercial Liability Umbrella Coverage Part Additional information, if any, concerning the terrorism premium:
SCHEDULE – PART II
Federal share of terrorism losses 80 % (Refer to Paragraph B. in this endorsement.)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Hudson Excess Insurance Company

**SERVICE OF SUIT ENDORSEMENT - OKLAHOMA
SS – OK (05/17)**

It is hereby agreed by the Company and the Named Insured that:

In the event of a failure by the Company to pay any amount claimed to be due under this policy, the Company will, at the Named Insured's request, submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give the court jurisdiction. Nothing in this endorsement constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. In a suit instituted against the Company under this contract, the Company agrees to abide by the final decision of the court or of any appellate court in the event of an appeal.

Pursuant to any statute of any state, territory or district of the United States of America which makes a provision therefore, the Company will designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as the Company's true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Named Insured or its beneficiary arising out of this contract of insurance.

The officer named below is authorized and directed to accept service of process on the Company's behalf:

**Commissioner of Insurance
Five Corporate Plaza
3625 NW 56th Street, Suite 100
Oklahoma City, OK 73152-3408**

Having accepted service of process on the Company behalf, the officer is authorized to mail the process or a true copy to:

**Dina G. Daskalakis
Hudson Excess Insurance Company
Administrative Office
100 William Street, 5th floor
New York, NY 10038**

All Other Terms and Conditions of This Policy Remain Unchanged.

Named Insured: HTG-Lawton Management LLC
Policy Number: PEU0005234-03
Endorsement Effective Date: 12/01/2022
Endorsement Number: 1
Endorsement Issue Date: 12/01/2022

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such "bodily injury" or "property damage" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. At our discretion, we may investigate any "occurrence" that may involve this insurance and settle any resultant claim or "suit" for which we have the duty to defend. But:
 - (1) The amount we will pay for the "ultimate net loss" is limited as described in Section III – Limits Of Insurance; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B.
- b. This insurance applies to "bodily injury" or "property damage" that is subject to an applicable "retained limit". If any other limit, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "bodily injury" or "property damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "underlying insurance".
- c. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1.a. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- d. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1.a. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- e. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1.a. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- f. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

- (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage" involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

This exclusion does not apply to the extent that valid "underlying insurance" for the liquor liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the liquor liability risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. ERISA

Any obligation of the insured under the Employee Retirement Income Security Act of 1974 (ERISA), and any amendments thereto or any similar federal, state or local statute.

f. Auto Coverages

- (1) "Bodily injury" or "property damage" arising out of the ownership, maintenance or use of any "auto" which is not a "covered auto"; or
- (2) Any loss, cost or expense payable under or resulting from any first-party physical damage coverage; no-fault law; personal injury protection or auto medical payments coverage; or uninsured or underinsured motorist law.

g. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

With respect to injury arising out of a "covered auto", this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits. For the purposes of this insurance, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

This exclusion does not apply to the extent that valid "underlying insurance" for the employer's liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the employer's liability risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

h. Employment-related Practices

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the injury-causing event described in Paragraph (a), (b) or (c) above occurs before employment, during employment or after employment of that person.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

i. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time; or
- (2) "Pollution cost or expense".

This exclusion does not apply if valid "underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the pollution risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

j. Aircraft Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 50 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (4) The extent that valid "underlying insurance" for the aircraft or watercraft liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" or "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the aircraft or watercraft risks described above will follow the same provisions, exclusions and limitations that are contained in the "underlying insurance", unless otherwise directed by this insurance; or

(5) Aircraft that is:

- (a) Chartered by, loaned to, or hired by you with a paid crew; and
- (b) Not owned by any insured.

k. Racing Activities

"Bodily injury" or "property damage" arising out of the use of "mobile equipment" or "autos" in, or while in practice for, or while being prepared for, any prearranged professional or organized racing, speed, demolition, or stunting activity or contest.

l. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

m. Damage To Property

"Property damage" to:

- (1) Property:
 - (a) You own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property; or
 - (b) Owned or transported by the insured and arising out of the ownership, maintenance or use of a "covered auto".
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (1)(b), (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to liability assumed under a written Trailer Interchange agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

n. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

o. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

p. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

q. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or

- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

r. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

s. Professional Services

"Bodily injury" or "property damage" due to rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
- (3) Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
- (4) Engineering services, including related supervisory or inspection services;
- (5) Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
- (6) Any health or therapeutic service treatment, advice or instruction;
- (7) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
- (8) Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;
- (9) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (10) Body piercing services;
- (11) Services in the practice of pharmacy;
- (12) Law enforcement or firefighting services; and
- (13) Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", involved the rendering of or failure to render any professional service.

t. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

This exclusion does not apply if valid "underlying insurance" for the electronic data risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

u. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such "personal and advertising injury" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. At our discretion, we may investigate any offense that may involve this insurance and settle any resultant claim or "suit" for which we have the duty to defend. But:

- (1) The amount we will pay for the "ultimate net loss" is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" that is subject to an applicable "retained limit". If any other limit, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "personal and advertising injury" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "underlying insurance".
- c. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. "Personal and advertising injury":

(1) Knowing Violation Of Rights Of Another

Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

(2) Material Published With Knowledge Of Falsity

Arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

(3) Material Published Prior To Policy Period

Arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

(4) Criminal Acts

Arising out of a criminal act committed by or at the direction of the insured.

(5) Contractual Liability

For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to:

- (a) Liability for damages that the insured would have in the absence of the contract or agreement.
- (b) Liability for false arrest, detention or imprisonment assumed in a contract or agreement.

(6) Breach Of Contract

Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

(7) Quality Or Performance Of Goods – Failure To Conform To Statements

Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

(8) Wrong Description Of Prices

Arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

(9) Infringement Of Copyright, Patent, Trademark Or Trade Secret

Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

(10) Insureds In Media And Internet Type Businesses

Committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

(11) Electronic Chatrooms Or Bulletin Boards

Arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

(12) Unauthorized Use Of Another's Name Or Product

Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

(13) Pollution

Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

(14) Employment-related Practices

To:

- (a)** A person arising out of any:
 - (i)** Refusal to employ that person;
 - (ii)** Termination of that person's employment; or
 - (iii)** Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (b)** The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraph **(i)**, **(ii)** or **(iii)** above is directed.

This exclusion applies whether the injury-causing event described in Paragraph **(i)**, **(ii)** or **(iii)** above occurs before employment, during employment or after employment of that person.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(15) Professional Services

Arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (a)** Legal, accounting or advertising services;
- (b)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
- (c)** Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
- (d)** Engineering services, including related supervisory or inspection services;
- (e)** Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;

- (f)** Any health or therapeutic service treatment, advice or instruction;
- (g)** Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
- (h)** Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;
- (i)** Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (j)** Body piercing services;
- (k)** Services in the practice of pharmacy;
- (l)** Law enforcement or firefighting services; and
- (m)** Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

(16) War

However caused, arising, directly or indirectly, out of:

- (a)** War, including undeclared or civil war;
- (b)** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (c)** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

(17) Recording And Distribution Of Material Or Information In Violation Of Law

Arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (a)** The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (b)** The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (c)** The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (d)** Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

b. "Pollution cost or expense".

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

- 1.** We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend, when the duty to defend exists:
 - a.** All expenses we incur.
 - b.** Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "occurrence" we cover. We do not have to furnish these bonds.
 - c.** The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - e.** All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g.** All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2.** When we have the right but not the duty to defend the insured and elect to participate in the defense, we will pay our own expenses but will not contribute to the expenses of the insured or the "underlying insurer".
- 3.** If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a.** The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b.** This insurance applies to such liability assumed by the insured;
 - c.** The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d.** The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e.** The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f.** The indemnitee:
 - (1)** Agrees in writing to:
 - (a)** Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c)** Notify any other insurer whose coverage is available to the indemnitee; and

- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
- (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. Except for liability arising out of the ownership, maintenance or use of "covered autos":
 - a. If you are designated in the Declarations as:

- (1) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- (2) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- (3) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- (4) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- (5) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

- b. Each of the following is also an insured:

- (1) Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

- (a) "Bodily injury" or "personal and advertising injury":
 - (i) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" in the course of his or her employment or performing duties related to the conduct of your business or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (ii) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (a)(i) above; or

- (iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (a)(i) or (ii) above.

- (b) "Property damage" to property:
 - (i) Owned, occupied or used by;

- (ii) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- (2) Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- (3) Any person or organization having proper temporary custody of your property if you die, but only:
 - (a) With respect to liability arising out of the maintenance or use of that property; and
 - (b) Until your legal representative has been appointed.
- (4) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- c. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - (1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - (2) Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - (3) Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
2. Only with respect to liability arising out of the ownership, maintenance or use of "covered autos":
 - a. You are an insured.
 - b. Anyone else while using with your permission a "covered auto" you own, hire or borrow is also an insured except:
 - (1) The owner or anyone else from whom you hire or borrow a "covered auto". This exception does not apply if the "covered auto" is a trailer or semitrailer connected to a "covered auto" you own.
 - (2) Your "employee" if the "covered auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a "covered auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a "covered auto".
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a "covered auto" owned by him or her or a member of his or her household.
 - (6) "Employees" with respect to "bodily injury" to:
 - (a) Any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
 - (b) The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph (a) above.
- c. Anyone liable for the conduct of an insured described above is also an insured, but only to the extent of that liability.
3. Any additional insured under any policy of "underlying insurance" will automatically be an insured under this insurance.

Subject to Section III – Limits Of Insurance, if coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

 - a. Required by the contract or agreement, less any amounts payable by any "underlying insurance"; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance".

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made, "suits" brought, or number of vehicles involved; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" under:
 - a. Coverage A, except "ultimate net loss" because of "bodily injury" or "property damage" arising out of the ownership, maintenance or use of a "covered auto"; and
 - b. Coverage B.
3. Subject to Paragraph 2. above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under Coverage A because of all "bodily injury" and "property damage" arising out of any one "occurrence".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all "ultimate net loss" because of all "personal and advertising injury" sustained by any one person or organization.
5. If there is "underlying insurance" with a policy period that is nonconcurrent with the policy period of this Commercial Liability Umbrella Coverage Part, the "retained limit(s)" will only be reduced or exhausted by payments for:
 - a. "Bodily injury" or "property damage" which occurs during the policy period of this Coverage Part; or
 - b. "Personal and advertising injury" for offenses that are committed during the policy period of this Coverage Part.

However, if any "underlying insurance" is written on a claims-made basis, the "retained limit(s)" will only be reduced or exhausted by claims for that insurance that are made during the policy period, or any Extended Reporting Period, of this Coverage Part.

The Aggregate Limit, as described in Paragraph 2. above, applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – CONDITIONS

1. Appeals

If the "underlying insurer" or insured elects not to appeal a judgment in excess of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section III – Limits Of Insurance.

2. Bankruptcy

a. Bankruptcy Of Insured

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

b. Bankruptcy Of Underlying Insurer

Bankruptcy or insolvency of the "underlying insurer" will not relieve us of our obligations under this Coverage Part.

However, this insurance will not replace the "underlying insurance" in the event of bankruptcy or insolvency of the "underlying insurer". This insurance will apply as if the "underlying insurance" were in full effect.

3. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense, regardless of the amount, which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

- (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Other Insurance

- a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
 - (1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and

- (2) The total of all deductible and self-insured amounts under all that other insurance.

6. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

7. Representations Or Fraud

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us;
- c. We have issued this policy in reliance upon your representations; and
- d. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

8. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

9. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

10. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

11. Loss Payable

Liability under this Coverage Part does not apply to a given claim unless and until:

- a. The insured or insured's "underlying insurer" has become obligated to pay the "retained limit"; and
- b. The obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant and us.

12. Transfer Of Defense

When the underlying limits of insurance have been used up in the payment of judgments or settlements, the duty to defend will be transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or "suits" seeking damages to which this insurance applies which would have been covered by the "underlying insurance" had the applicable limit not been used up.

13. Maintenance Of/Changes To Underlying Insurance

Any "underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of the aggregate limit in accordance with the provisions of such "underlying insurance" that results from payment of claims, settlement or judgments to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "underlying insurance". Failure to maintain "underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "underlying insurance" were in full effect.

If there is an increase in the scope of coverage of any "underlying insurance" during the term of this policy, our liability will be no more than it would have been if there had been no such increase.

You must notify us in writing, as soon as practicable, if any "underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "underlying insurance" is changed.

14. Expanded Coverage Territory

- a. If a "suit" is brought in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured will initiate a defense of the "suit". We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred for the defense of a "suit" seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured's behalf, we will reimburse the insured for such sums.

- b. All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.
- c. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Canada or Puerto Rico.
- d. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payments of claims, judgments or settlements.

Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, disability, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".
4. "Coverage territory" means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.
5. "Covered auto" means only those "autos" to which "underlying insurance" applies.
6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
7. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".
 - g. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraphs **f.** and **g.** do not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or

- (3) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a "covered auto" over a route or territory that person or organization is authorized to serve by public authority.
10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
11. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

 - (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".
13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Pollution cost or expense" means any loss, cost or expense arising out of any:

- a.** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- b.** Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

17. "Products-completed operations hazard":

- a.** Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b.** Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

18. "Property damage" means:

- a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

With respect to the ownership, maintenance or use of "covered autos", property damage also includes "pollution cost or expense", but only to the extent that coverage exists under the "underlying insurance" or would have existed but for the exhaustion of the underlying limits.

For the purposes of this insurance, with respect to other than the ownership, maintenance or use of "covered autos", electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

19. "Retained limit" means the available limits of "underlying insurance" scheduled in the Declarations or the "self-insured retention", whichever applies.

20. "Self-insured retention" means the dollar amount listed in the Declarations that will be paid by the insured before this insurance becomes applicable only with respect to "occurrences" or offenses not covered by the "underlying insurance". The "self-insured retention" does not apply to "occurrences" or offenses which would have been covered by "underlying insurance" but for the exhaustion of applicable limits.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent or the "underlying insurer's" consent.
- 22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 23. "Ultimate net loss" means the total sum, after reduction for recoveries or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of settlement or judgments or any arbitration or other alternate dispute method entered into with our consent or the "underlying insurer's" consent.
- 24. "Underlying insurance" means any policies of insurance listed in the Declarations under the Schedule of "underlying insurance".
- 25. "Underlying insurer" means any insurer who provides any policy of insurance listed in the Schedule of "underlying insurance".
- 26. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 27. "Your product":
 - a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- 28. "Your work":
 - a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- A. Exclusion u. of Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

u. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1)** The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2)** The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3)** The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4)** Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

- B. Exclusion a.(17) of Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

a. "Personal and advertising injury":

(17) Recording And Distribution Of Material Or Information In Violation Of Law

Arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (a)** The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (b)** The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (c)** The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (d)** Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

I. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

(1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or **(b)** has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

II. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";
- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

Exclusion **i.** under Paragraph **2.**, **Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

i. Pollution

- (1)** "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time; or
- (2)** "Pollution cost or expense".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

FUNGI OR BACTERIA

- a.** "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b.** Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

- B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

FUNGI OR BACTERIA

- a.** "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b.** Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

- C. The following definition is added to the Definitions Section:**

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION OF CERTIFIED NUCLEAR,
BIOLOGICAL, CHEMICAL OR RADIOLOGICAL ACTS
OF TERRORISM; CAP ON LOSSES FROM CERTIFIED
ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism". However, this exclusion applies only when one or more of the following are attributed to such act:

1. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
2. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
3. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part or underlying insurance to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or underlying insurance.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

- C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

- D. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

SILICA OR SILICA-RELATED DUST

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

SILICA OR SILICA-RELATED DUST

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

C. The following definitions are added to the Definitions Section:

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – RIOT, CIVIL COMMOTION OR MOB ACTION – GOVERNMENTAL SUBDIVISIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. Riot, civil commotion or mob action; or
2. Any act or omission in connection with the prevention or suppression of a riot, civil commotion or mob action.

Hudson Excess Insurance Company

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ALL HAZARDS IN CONNECTION WITH DESIGNATED LANDFILL EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

SCHEDULE

Description and Location of Premises:

ANY AND ALL LANDFILLS UNDER THE CONTROL AND / OR OPERATIONS OF HTG-Lawton Management LLC Hendrickson Transportation Group LLC dba The Lawton Area Transit System

The following exclusion is added to paragraph 2. **Exclusions** of **Section I—Coverage A—Bodily Injury and Property Damage Liability** and paragraph 2. **Exclusions** of **Section I—Coverage B—Personal and Advertising Injury Liability**:

This insurance does not apply to “bodily injury,” “property damage” or “personal and advertising injury” arising out of:

1. The ownership, maintenance or use of the landfill shown in the Schedule or any property located on those premises;

2. Operations on those premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of those premises; or
3. Goods or products manufactured at or distributed from those premises.

However, this exclusion does not apply to:

- (a) Your liability for “bodily injury” occurring on those landfills; or
- (b) Your liability for “property damage” to non-owned autos on those landfills.



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ASBESTOS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

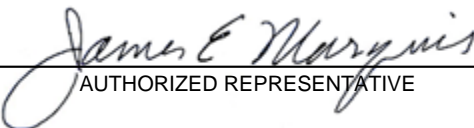
The following is added to paragraph 2. **Exclusions** of **Section I—Coverage A—Bodily Injury And Property Damage Liability** and paragraph 2. **Exclusions** of **Section I—Coverage B—Personal And Advertising Injury Liability**:

This insurance does not apply to:

- (1) "Bodily Injury," "Property Damage" or "Personal and Advertising Injury" in any way or to any extent arising out of or involving asbestos, asbestos fibers, or any product containing asbestos or asbestos fibers.

- (2) Any economic loss, diminution of property value, abatement costs, or any other loss, cost or expense including equitable relief, in any way or to any extent arising out of or involving asbestos, asbestos fibers or any product containing asbestos or asbestos fibers.

- (3) Any fees, fines, costs, or expenses of any nature whatsoever in the investigation or defense of any claim or suit arising out of or involving asbestos, asbestos fibers, or any product containing asbestos or asbestos fibers.



AUTHORIZED REPRESENTATIVE DATE

Hudson Excess Insurance Company

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UNDERLYING CLAIMS-MADE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

IMPORTANT NOTICE: Various provisions of this endorsement restrict coverage. Read this endorsement and the entire policy together carefully to determine rights, duties and what is and is not covered.

RETROACTIVE DATE: 12/1/2020
(Applicable to Claims-Made Coverage Only)

SECTION I—COVERAGES is replaced by the following:

This insurance shall follow the insuring agreement, exclusions, definitions, conditions, and any limitations of the claims-made “underlying insurance” specified in the Schedule of Underlying Insurance as the following Type of Coverage:

Employment Practices Liability

Type of Coverage

provided always that:

1. This insurance applies only if a claim is first made against any insured during the policy period of this policy, but this insurance does not apply to any loss which occurred:
 - (a) Before the Retroactive Date stated in this endorsement; or
 - (b) After the end of the policy period of this policy.
2. To the extent that Extended Reporting Period Coverage is provided in the “underlying insurance,” this policy will provide one or more Extended Reporting Periods as described below. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claim(s) that are covered wrongful acts that occurred before the end of the policy period but

not before the Retroactive Date stated in this endorsement.

- (a) A Basic Extended Reporting Period is automatically provided without additional charge. This period begins at the end of the policy period and lasts for the same time period provided by the “underlying insurance.”
- (b) A Supplemental Extended Reporting Period is available, but only by an endorsement and for an extra charge. The length of the Supplemental Extended Reporting Period shall be the time period specified in the endorsement as the Supplemental Extended Reporting Period or the time period provided by the Supplemental Extended Reporting Period in the “underlying insurance,” whichever is less. This supplemental period starts when the Basic Extended Reporting Period, set forth in paragraph 2.(a) above, ends.

The first Named Insured must give us a written request applicable to both the “underlying insurance” and this policy for the Supplemental Extended Reporting Period endorsement within 60 days after the end of the Policy Period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium for this coverage under both the “underlying insurance” and this policy promptly when due.

The endorsement shall set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period,

Paragraphs 2. and 3. of **SECTION III—LIMITS OF INSURANCE** are replaced as follows:

2. The Aggregate Limit is the most we will pay for the sum of all “ultimate net loss” under covered Wrongful Acts.
3. Subject to 2. above, the Each Claim Limit is the most we will pay for the sum of all “ultimate net loss” because of each covered Wrongful Act.

James E. Maryniss /
AUTHORIZED REPRESENTATIVE DATE

Hudson Excess Insurance Company

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CYBER EXCLUSION

This endorsement modifies insurance provided under the following:

Commercial Liability Umbrella Coverage Form

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2.

Exclusions is amended to include the following:

Cyber Injury

“Bodily injury”, “property damage” or any “suit” arising from or attributable to, in whole or in part, a “cyber injury” which includes, but is not limited to:

- 1) Unauthorized access to or use of any computer system (including electronic data).
- 2) Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer or computer system (including electronic data) and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system (including electronic data) or otherwise disrupt its normal functioning or operation.
- 3) Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.
- 4) Expenses for breach management or other incident response related to paragraphs a. through c, inclusive, above.
- 5) Financial loss or other theft of funds or property related to paragraphs a. through d., inclusive, above.
- 6) Expenses or payments to recover data, computers, or computer systems related to an actual or threatened event that is related to paragraphs b. and c. above.
- 7) Regulatory fines, penalties and related defense expenses which relate to paragraphs a. through f., inclusive, above.

Such “bodily injury”, “property damage” or “suit” is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the “bodily injury”, “property damage” or “suit”.

SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, 2.

Exclusions is amended to include the following:

Cyber Injury

Arising from or attributable to, in whole or in part, a “cyber injury” which includes, but is not limited to:

- 1) Unauthorized access to or use of any computer system (including electronic data).

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- 2) Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer or computer system (including electronic data) and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system (including electronic data) or otherwise disrupt its normal functioning or operation.
- 3) Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.
- 4) Expenses for breach management or other incident response related to paragraphs a. through c, inclusive, above.
- 5) Financial loss or other theft of funds or property related to paragraphs a. through d., inclusive, above.
- 6) Expenses or payments to recover data, computers, or computer systems related to an actual or threatened event that is related to paragraphs b. and c. above.
- 7) Regulatory fines, penalties and related defense expenses which relate to paragraphs a. through f., inclusive, above.

Such "personal and advertising injury" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "personal and advertising injury".

SECTION V – DEFINITIONS is amended to include the following:

"Cyber injury" means any actual, or suspected, intentional or unintentional breach of any data, software or hardware, wherever located, that results in:

- 1) data loss; destruction; disclosure; disruption; inspection; modification; recording; release; review; or use of any personal, or personally identifiable information as defined by federal, state or local laws, statutes or regulations.
- 2) inability to access any website or any electronic system;
- 3) release, introduction or facilitation of any malicious code, including, but not limited to, any computer virus, Trojan horse, worm, spyware, logic bomb, adware, malware or other similar software programs;
- 4) forensic or investigative expenses;
- 5) extortion or terrorism threats;
- 6) monitoring or notification costs or expenses;
- 7) crisis management and public relations expenses;
- 8) data or system recovery, repair, replacement or restoration expenses; or
- 9) business interruption expenses.



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EMPLOYEE BENEFITS LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

The following Exclusion is added to paragraph 2. **Exclusions of Section I—Coverage A—Bodily Injury And Property Damage Liability** and paragraph 2. **Exclusions of Section I—Coverage B—Personal And Advertising Injury Liability**:

Employee Benefits Liability

This insurance does not apply to “bodily injury,” “property damage” or “personal and advertising injury” to any claim or damages made against any Insured arising out of the “Administration” of your “Employee Benefits Program.”

For purposes of this endorsement, the following definitions apply:

“Administration” means:

- (1) Counseling employees with respect to the “Employee Benefits Program”;
- (2) Interpreting your “Employee Benefits Program”;

- (3) Handling records for your “Employee Benefits Program”; or
- (4) Effecting enrollment, termination or cancellation of employees under your “Employee Benefits Program.”

“Employee Benefits Program” means:

- (1) Group Life Insurance, Group Accident or Health Insurance;
- (2) Pension Plans, Employee Stock Subscription Plans, Profit Sharing Plans or Savings Plan;
- (3) Employee Travel or Vacation;
- (4) Worker’s Compensation, Unemployment Insurance or Social Security and Disability Benefits;
- (5) Group Dental Plans; and
- (6) Any other similar benefit plan.



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GOVERNMENTAL SUBDIVISIONS—EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

The following exclusion is added to paragraph 2. **Exclusions of Section I—Coverage A—Bodily Injury and Property Damage Liability** and paragraph 2. **Exclusions of Section I—Coverage B—Personal and Advertising Injury Liability**:


This insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of any activities at a hospital, clinic, medical center, trauma center, nursing home, convalescent home, home for the aged, home for the physically handicapped or orphaned, mental-psychopathic institution, sanitarium, dispensary, infirmary, institution for the treatment of alcohol, drug, narcotic and/or mental cases and any other health care facility that you own, operate, use, maintain, license, permit, or inspect, or located on any property you rent or lease, including a sublease;
2. "Bodily injury," "property damage" or "personal and advertising injury" arising out of activities at any airfield, runway, hangar, airport, airpark, heliport, or similar property that you own, operate, use, maintain, license, permit, or inspect, or located on any property you rent or lease, including a sublease;
3. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional services by or for you including:
 - (a) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - (b) Supervisory, inspection or engineering services;
4. "Bodily injury," "property damage" or "personal and advertising injury" arising out of adverse possession, prescription by adverse use, condemnation, inverse condemnation, land use planning or municipal zoning;
5. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the failure of any "insured" to adequately supply gas, oil, water, electricity or steam. This exclusion does not apply if the failure to supply results from sudden and accidental injury to tangible property owned or used by any insured to procure, produce, process or transmit the gas, oil, water, electricity or steam;
6. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rupture, bursting, overtopping, accidental discharge, or structural failure of any dam, levee, or dike, that you own, operate, use, maintain, license, permit, or inspect, or located on any property you rent or lease, including a sublease;
7. "Bodily injury," "property damage" or "personal and advertising injury" arising out of:

- (a) Riots, civil commotion or mob action; or
 - (b) Any act or omission in connection with the prevention or suppression of a riot, civil commotion or mob action;
8. "Bodily injury," "property damage" or "personal and advertising injury" arising out of any act or omission of your Police Department or any other

Law Enforcement Agency, its agents or employees or members of commissions, boards, or other units operating under the jurisdiction of the Named Insured; or

9. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the operation, maintenance or use of any jail, jail premises, holding cell, or detention cell.



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LEAD CONTAMINATION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

The following exclusion is added to paragraph **2. Exclusions** of **Section I—Coverage A—Bodily Injury And Property Damage**:

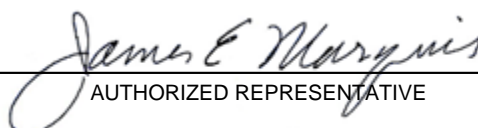
This insurance does not apply to any premises, site or location which is or was at any time owned, or occupied by, or rented or loaned to, any insured, or from the operations of the insured, which result in:

- a. "Bodily injury" arising out of the ingestion, inhalation or absorption of lead in any form;
- b. "Property Damage" arising from any form of lead;
- c. Any loss, cost or expense arising out of any:
 - (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead; or
 - (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead.

The following exclusion is added to paragraph **2. Exclusions** of **Section I—Coverage B—Personal And Advertising Injury Liability**:

This insurance does not apply to "personal and advertising injury" arising from:

- a. Any form of lead; or
- b. Any loss, cost or expense arising out of any:
 - (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead; or
 - (2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead.



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PUBLIC ENTITY—PROFESSIONAL LINES ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

Coverage is provided by this policy for “ultimate net loss” in excess of the applicable limits of insurance specified in the Schedule of Underlying Insurance for:

- Law Enforcement Liability Coverage;
- Public Officials Liability Coverage;
- Employment Practices Liability Coverage;
- Firefighters Professional Liability Coverage; or
- Emergency Dispatchers Liability Coverage.

The terms, conditions, exclusions and definitions of such “underlying insurance” supersede those of this policy, except:

1. As amended by this endorsement; and
2. As respects,
 - a. Premium;
 - b. Deductibles;
 - c. Limits of Liability; and
 - d. Renewal Agreements.

Paragraph 2. of **SECTION III—LIMITS OF INSURANCE** is deleted and replaced with the following:

2. The Aggregate Limit is the most we will pay for the sum of:
 - a. All “ultimate net loss” under Coverage A, except “ultimate net loss” because of “bodily injury” or “property damage” arising out of ownership, maintenance or use of a “covered auto”; and

b. All “ultimate net loss” under Coverage B; and

c. All “ultimate net loss” under the coverages listed in this endorsement.

With respect to this endorsement, the following is added to **SECTION III—LIMITS OF INSURANCE**:

Subject to the Aggregate Limit stated in paragraph 2. above, the Each Occurrence or Each Wrongful Act Limit is the most we will pay for the sum of all “ultimate net loss” because of any one Wrongful Act.

ITEM 4. of the Declarations (Limits of Insurance) Each Occurrence Limit (Liability Coverage) is deleted and replaced with the following:

Each Occurrence or Each Wrongful Act Limit

With respect to this endorsement, the following additional exclusions apply:

This insurance does not apply to “Ultimate Net Loss” arising out of:

1. Backwages, overtime or similar claim(s), even if designated as liquidated damages, under any theory of law, including but not limited to federal, state or local statutes, rules, ordinances or regulations; or for claim(s) arising out of collective bargaining agreements.
2. Claim(s), demands, or actions seeking relief or redress in any form other than monetary damages, or for any fees, costs or expenses which the insured may become obligated to pay as a result of any adverse judgment for declaratory relief or injunctive relief.


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VOLUNTEER FIREFIGHTERS AND WORKERS INJURIES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

The following exclusion is added to paragraph 2. Exclusions of **Section I—Coverage A—Bodily Injury and Property Damage Liability** and paragraph 2. Exclusions of **Section I—Coverage B—Personal and Advertising Injury Liability**:

This insurance does not apply to:

- (1) "Bodily injury" or "personal and advertising injury" to any volunteer firefighter or other volunteer worker, whether or not they are members of your organization, if sustained in the course of volunteer firefighting, rescue squad or ambulance corps operations;

- (2) "Bodily injury" to "personal and advertising injury" to any fellow volunteer firefighter or other volunteer worker, whether or not they are members of your organization, if sustained in the course of volunteer firefighting, rescue squad or ambulance corps operations; or
- (3) "Bodily injury" to any volunteer firefighter or other volunteer worker, whether or not they are members of your organization, if sustained while such person is using or maintaining any "auto."

James E. Margulis / _____
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UNDERLYING SUBLIMIT COVERAGE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

This insurance does not apply to any “occurrence(s)” or offense(s) covered in the “underlying insurance” unless the “underlying insurance” limit for “bodily injury,” “property damage” or “personal and advertising injury” is at least equal to the Applicable Limits as shown on the Schedule Of Underlying Insurance.

James E. Margulis /
AUTHORIZED REPRESENTATIVE DATE

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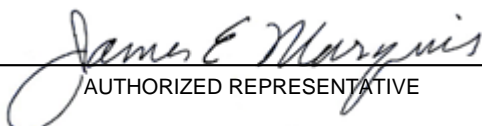
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION

In consideration of the premium charged, it is agreed that this policy does not apply to a claim of or indemnification for punitive or exemplary damages.

Punitive or exemplary damages also include any damages awarded pursuant to statute in the form of double, treble or other multiple damages in excess of compensatory damages.

If suit is brought against the insured for a claim falling within coverage provided under the policy, seeking both compensatory and punitive or exemplary damages, then the Company will afford a defense to such action; however, the Company will have no obligation to pay for any costs, interest or damages attributable to punitive or exemplary damages.



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SEXUAL ABUSE AND/OR MOLESTATION LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following Coverage Forms:

BUSINESS AUTO COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PUBLIC SECTOR EXCESS LIABILITY COVERAGE FORM
COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM
EMERGENCY DISPATCHERS LIABILITY COVERAGE FORM (OCCURRENCE)
EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
FIREFIGHTERS PROFESSIONAL LIABILITY COVERAGE FORM (CLAIMS MADE)
LAW ENFORCEMENT LIABILITY COVERAGE FORM (CLAIMS MADE)
LAW ENFORCEMENT LIABILITY COVERAGE FORM (OCCURRENCE)
PUBLIC OFFICIALS LIABILITY COVERAGE FORM (CLAIMS MADE AND REPORTED
COVERAGE)
PUBLIC OFFICIALS LIABILITY COVERAGE FORM (CLAIMS MADE)
SCHOLASTIC LEGAL LIABILITY COVERAGE FORM (CLAIMS MADE)

This insurance does not apply to any "bodily injury", "injury", "injury or damage", "property damage", "personal and advertising injury", "emergency dispatchers wrongful act(s)", "firefighters wrongful act(s)", "scholastic legal liability wrongful act(s)", "public officials wrongful act(s)", "employment practices wrongful act(s)", or "law enforcement wrongful act(s)" arising out of:

1. The actual or threatened sexual abuse or molestation by any person. This includes any "claim" resulting from negligent employment, investigation, supervision or retention of any person;
 2. The negligent reporting of or failure to report suspected, actual or threatened sexual abuse or molestation to the proper person or authority; or
 3. Any other situation or circumstance that directly or indirectly constitutes actual, threatened or alleged sexual abuse or molestation, however caused.
- Sexual abuse includes, but is not limited to, sexual assault, "sexual molestation", sexual exploitation or sexual injury. It does not include sexual harassment.

For the purposes of this endorsement, "sexual molestation" means physical sexual abuse of any person, including but not limited to, any nonconsensual sexual physical involvement or physical sexual contact.

Hudson Excess Insurance Company

**ENDORSEMENT
NO. _____**

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
PEU0005234-03	12/01/2022	HTG-Lawton Management LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT – LAWYERS & ENGINEERS

This endorsement modifies insurance provided under the following:

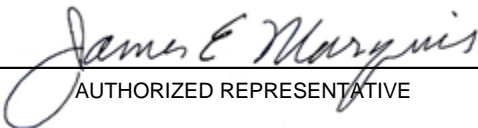
- UMS-0735-PE Governmental Subdivisions – Exclusion
- UMS-0736-PE Governmental Subdivisions – Exclusion (with Jail Provisions)

Exclusion 3 is deleted in its entirety and replaced with the following:

- (3) “Bodily injury”, “property damage”. “personal injury” or “advertising injury” arising out of the rendering or failure to render any professional services by you or for you including:
 - (a) Any person acting in the capacity as a lawyer;
 - (b) The preparation or primary approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - (c) Supervisory, inspection or engineering services.

This exclusion does not apply to professional services of:

- 1) Emergency medical technicians and paramedics but only to the extend that coverage is provided in the underlying; or
- 2) Engineering or surveying services performed by an “employee” of the insured:
 - a) On a single project for which the total contract cost does not exceed \$500,000; or
 - b) For the sole purpose of exercising the insured’s right of review or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications of other engineers or surveyors.



AUTHORIZED REPRESENTATIVE

DATE

Hudson Insurance Company

CLAIM REPORTING INFORMATION

Your insurance policy has been placed with the Hudson Insurance Group,.

Our commitment to you is to provide fast, fair claim service. Promptly reporting an event that could lead to a claim, as required by your policy, helps us fulfill this commitment to you. Please refer to your policy for this and all other terms and conditions.

To report a claim, you may contact the Hudson Insurance Group 24 hours a day, 7 days a week, by calling **1-800-884-1138** or email the Claims general mailbox at

HudsonClaims300@hudsoninsgroup.com .

Thank you for your business and as always, we appreciate the opportunity to serve you.

HOW TO REPORT A CLAIM
<p>Call 1-800-884-1138 or visit our Web site at www.hudsoninsgroup.com</p> <p>In order to expedite this process, please be prepared to furnish as much of the following information as possible:</p> <ul style="list-style-type: none">• Your policy number• Date, time and location of the loss/accident• Details of the loss/accident• Name, address and phone number of any involved parties• If applicable, name of law enforcement agency or fire department along with the incident number <p>Please refer to your policy for specific claim reporting requirements.</p>



Underwritten by: Hudson Insurance Company
100 William Street
New York, NY 10038

1-212-978-2800

In Witness Whereof, the Company has caused this policy to be executed and attested.

A handwritten signature in dark ink, appearing to read "Dina Daskalakis".

Dina G. Daskalakis
Secretary

A handwritten signature in dark ink, appearing to read "Christy L. Gallagher".

Christopher L. Gallagher
President

The information contained herein replaces any similar information contained elsewhere in the policy.

COMMON POLICY DECLARATIONS

PEA0005234-02

Renewal of Number

Hudson Insurance Company

Administrative Office: 100 William Street, 5th floor, New York NY 10038

PEA0005234-03

Policy Number

ITEM 1. Named Insured and Mailing Address

HTG-Lawton Management LLC
(See Schedule of Named Insureds)
P.O. Box 286
Lawton OK 73502

Agent Name and Address

Euclid Public Sector, LLC
234 Spring Lake Drive
Itasca, IL 60143

ITEM 2. Policy Period

From: 12/01/2022

To: 12/01/2023

Term: 1 Year

12:01 A.M., Standard Time at the mailing address shown in ITEM 1.

Business Description: Public Entity

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.

Coverage Part(s)	Premium Summary
Commercial General Liability Coverage Part	\$ <u>NOT INCLUDED</u>
Commercial Property Coverage Part	\$ <u>NOT INCLUDED</u>
Commercial Crime And Fidelity Coverage Part	\$ <u>NOT INCLUDED</u>
Commercial Inland Marine Coverage Part	\$ <u>NOT INCLUDED</u>
Commercial Auto Coverage Part	\$ <u>INCLUDED</u>
Professional Liability Coverage Part	\$ <u>NOT INCLUDED</u>
	\$ _____
	\$ _____
	\$ _____
	\$ _____
Total Policy Premium	\$ <u>124,078.00</u>
	\$ _____
	\$ _____
Policy Total	\$ <u>124,078.00</u>

Form(s) and Endorsement(s) made a part of this policy at time of issue:

Refer to Schedule of Forms and Endorsements

THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH
THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORM(S) AND ENDORSEMENT(S), IF ANY,
COMPLETE THE ABOVE-NUMBERED POLICY.

**HUDSON INSURANCE COMPANY
SCHEDULE OF NAMED INSUREDS**

Policy No. PEA0005234-03

Named Insured HTG-Lawton Management LLC

NAMED INSURED SCHEDULE

HTG-Lawton Management LLC
Hendrickson Transportation Group LLC
dba The Lawton Area Transit System

Hudson Insurance Company

SCHEDULE OF FORMS AND ENDORSEMENTS

Policy No. PEA0005234-03

Effective Date: 12/01/2022

12:01 A.M., Standard Time

Named Insured: HTG-Lawton Management LLC

COMMON POLICY FORMS AND ENDORSEMENTS

NOTX0178CW	02-06	Claim Reporting Information
UTI-COVPG	01-16	Cover Page
OPI-D-1	08-10	Common Policy Declarations and Schedule of Named Insureds
UTI-SP-2L	12-95	Schedule of Forms and Endorsements
IL P 001	01-04	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
IL 00 17	11-98	Common Policy Conditions
IL 00 21	09-08	Nuclear Energy Liability Exclusion Endorsement
IL 01 79	10-02	Oklahoma Notice
IL 02 36	09-07	Oklahoma Changes - Cancellation & Nonrenewal
UTI-74g	08-95	Punitive or Exemplary Damage Exclusion

AUTOMOBILE FORMS AND ENDORSEMENTS

CAI-SD-1	10-13	Business Auto Coverage Form Supplemental Declarations
UTI-234	04-06	Schedule of Covered Autos You Own
CA 00 01	11-20	Business Auto Coverage Form
CA 00 38	12-02	War Exclusion
CA 01 32	10-13	Oklahoma Changes
CA 04 44	10-13	Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation)
CA 20 18	10-13	Professional Services Not Covered
CA 20 30	10-13	Emergency Services Volunteer Firefighters and Workers Injuries Excluded
CA 20 48	10-13	Designated Insured for Covered Autos Liability Coverage
CA 31 43	11-15	Oklahoma Uninsured Motorists Coverage - Non-stacked
CA 99 15	12-93	Governmental Bodies Amendatory Endorsement
CA 99 28	11-20	Stated Amount Insurance
CA 99 33	10-13	Employees as Insureds
CAI-141	10-13	Hydraulic Fracturing Exclusion
CAI-54	09-96	Glass Coverage-Waiver of Deductible
CAI-99 70	06-21	Cyber Exclusion
HIC-PE 500-3g	03-92	Composite Rate Endorsement

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or

- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

**COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY**

1. The insurance does not apply:
 - A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

- (c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

OKLAHOMA NOTICE

The following statement is added to the policy:

WARNING:

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy, containing any false, incomplete or misleading information, is guilty of a felony.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OKLAHOMA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the **Cancellation Common Policy Condition is replaced by the following:**

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- a.** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b.** 30 days before the effective date of cancellation if we cancel for any other reason.

After coverage has been in effect for more than 45 business days or after the effective date of a renewal of this policy, no notice of cancellation will be issued by us unless it is based on at least one of the following reasons:

- (1)** Nonpayment of premium;
- (2)** Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted under it;
- (3)** Discovery of willful or reckless acts or omissions by you that increase any hazard insured against;
- (4)** The occurrence of a change in the risk that substantially increases any hazard insured against after insurance coverage has been issued or renewed;

(5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any covered property or its occupancy that substantially increases any hazard insured against;

(6) A determination by the Insurance Commissioner that the continuation of the policy would place us in violation of the insurance laws of this state;

(7) Your conviction of a crime having as one of its necessary elements an act increasing any hazard insured against; or

(8) Loss of or substantial changes in applicable reinsurance.

B. The following are added to the Common Policy Conditions and supersede any provisions to the contrary:

1. Nonrenewal

a. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured at least 45 days before:

- (1)** The expiration date of this policy; or
- (2)** An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.

- b. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us.
- c. If notice is mailed:
 - (1) It will be considered to have been given to the first Named Insured on the day it is mailed.
 - (2) Proof of mailing will be sufficient proof of notice.
- d. If notice of nonrenewal is **not** mailed or delivered at least 45 days before the expiration date or an anniversary date of this policy, coverage will remain in effect until 45 days after notice is given. Earned premium for such extended period of coverage will be calculated pro rata based on the rates applicable to the expiring policy.
- e. We will **not** provide notice of nonrenewal if:
 - (1) We, or another company within the same insurance group, have offered to issue a renewal policy; or
 - (2) You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.
- f. If we have provided the required notice of nonrenewal as described in **B.1.a.** above, and thereafter extend the policy for a period of 90 days or less, we will **not** provide an additional nonrenewal notice with respect to the period of extension.

2. Premium Or Coverage Changes At Renewal

- a. If we elect to renew this policy, we will give written notice of any premium increase, change in deductible, or reduction in limits or coverage, to the first Named Insured, at the last mailing address known to us.
- b. Any such notice will be mailed or delivered to the first Named Insured at least 45 days before:
 - (1) The expiration date of this policy; or
 - (2) An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.

- c. If notice is mailed:
 - (1) It will be considered to have been given to the first Named Insured on the day it is mailed.
 - (2) Proof of mailing will be sufficient proof of notice.
- d. If the first Named Insured accepts the renewal, the premium increase or coverage changes will be effective the day following the prior policy's expiration or anniversary date.
- e. If notice is **not** mailed or delivered at least 45 days before the expiration date or anniversary date of this policy, the premium, deductible, limits and coverage in effect prior to the changes will remain in effect until:
 - (1) 45 days after notice is given; or
 - (2) The effective date of replacement coverage obtained by the insured;
 whichever occurs first.
 If the first Named Insured then elects **not** to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring policy.
- f. We will **not** provide notice of the following:
 - (1) Changes in a rate or plan filed pursuant to the Property and Casualty Competitive Loss Cost Rating Act applicable to an entire class of business;
 - (2) Changes which are based upon the altered nature or extent of the risk insured; or
 - (3) Changes in policy forms filed with or approved by the Insurance Commissioner and applicable to an entire class of business.

Hudson Insurance Company

ENDORSEMENT
NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
PEA0005234-03	12/01/2022	HTG-Lawton Management LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION

In consideration of the premium charged, it is agreed that this policy does not apply to a claim of or indemnification for punitive or exemplary damages.

Punitive or exemplary damages also include any damages awarded pursuant to statute in the form of double, treble or other multiple damages in excess of compensatory damages.

If suit is brought against any insured for a claim falling within coverage provided under the policy, seeking both compensatory and punitive or exemplary damages, then the Company will afford a defense to such action; however, the Company will have no obligation to pay for any costs, interest or damages attributable to punitive or exemplary damages.



AUTHORIZED REPRESENTATIVE

DATE

HUDSON INSURANCE COMPANY
COMMERCIAL AUTO COVERAGE
BUSINESS AUTO COVERAGE FORM SUPPLEMENTAL DECLARATIONS

Policy No.: PEA0005234-03

Effective Date: 12/01/2022

12:01 A.M. Standard Time

Named Insured: HTG-Lawton Management LLC

Item 1. Business Description: Public Entity			
Form of Business: <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Other: Public Entity			
Audit Period (if applicable): <input checked="" type="checkbox"/> Annually <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly			
Item 2. Schedule of Coverages and Covered Autos			
This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.			
Coverages	Covered Autos	Limit: The Most We Will Pay for Any One Accident or Loss	Premium
Covered Autos Liability	1	\$1,000,000	\$65,703
Personal Injury Protection (P.I.P.) (or equivalent No-fault coverage)		Separately stated in each P.I.P. endorsement, minus any Deductible shown therein or scheduled on form.	\$
Added P.I.P. (or equivalent added No-fault coverage)		Separately stated in each Added P.I.P. endorsement.	\$
Property Protection Insurance (P.P.I.) (Michigan only)		Separately stated in the P.P.I. endorsement minus \$ Deductible for each "accident."	\$
Auto Medical Payments		\$ each insured	\$
Medical Expense And Income Loss Benefits (Virginia only)		Separately stated in the Medical Expense And Income Loss Benefits endorsement.	\$
Uninsured Motorists (UM)	2	Separately stated in each UM endorsement.	\$1,404
Underinsured Motorists (UIM) (when not included in UM Coverage)		Separately stated in each UIM endorsement.	\$
Physical Damage Comprehensive Coverage	2	Actual cash value, cost of repair or stated amount, whichever is less, minus any applicable Deductible for each covered "auto." (See Item 4. for hired or borrowed "autos.") See Schedule of Covered Autos You Own. See Item 4. for Hired or Borrowed Autos	\$14,461
Physical Damage Specified Causes of Loss Coverage			\$
Physical Damage Collision Coverage	2		\$42,510
Physical Damage Towing and Labor		\$ for each disablement of a private passenger "auto."	\$
Form(s) and endorsement(s) applying to this coverage form and made a part of this policy at the time of issue: See Schedule of Forms and Endorsements.		Premium for Endorsements	\$
		Estimated Total Premium (This policy may be subject to final audit.)	\$124,078.00

HUDSON INSURANCE COMPANY
COMMERCIAL AUTO COVERAGE
BUSINESS AUTO COVERAGE FORM SUPPLEMENTAL DECLARATIONS (continued)

Policy No.: PEA0005234-03

Effective Date: 12/01/2022

12:01 A.M. Standard Time

Named Insured: HTG-Lawton Management LLC

Item 3. Schedule of Covered Autos You Own
See Schedule of Covered Autos You Own.

Item 4. Schedule of Hired or Borrowed Covered Auto Coverage and Premiums					
Covered Autos Liability Coverage—Cost of Hire Rating Basis for “Autos” NOT used in your Motor Carrier Operations (Other than Mobile Or Farm Equipment)					
State	Estimated Annual Cost of Hire (Primary)	Rate Per Each \$100 Cost of Hire (Primary)	Estimated Annual Cost of Hire (Excess)	Rate Per Each \$100 Cost of Hire (Excess)	Premium
OK	\$IF ANY	\$3.276	\$IF ANY	\$.546	\$246
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
Total Hired Auto Premium					\$246.00

For “autos” **NOT** used in your motor carrier operations, cost of hire means the total amount you incur for the hire of “autos” you don’t own (not including “autos” you borrow or rent from your partners or “employees” or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

Covered Autos Liability Coverage—Cost of Hire Rating Basis for “Autos” used in your Motor Carrier Operations (Other than Mobile or Farm Equipment)					
State	Estimated Annual Cost of Hire (Primary)	Rate Per Each \$100 Cost of Hire (Primary)	Estimated Annual Cost of Hire (Excess)	Rate Per Each \$100 Cost of Hire (Excess)	Premium
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
Total Hired Auto Premium					\$

For “autos” used in your motor carrier operations, cost of hire means:

1. The total dollar amount of costs you incurred for the hire of automobiles (includes “trailers” and semitrailers), and if not included therein;
2. The total remunerations of all operators and drivers’ helpers, of hired automobiles whether hired with a driver by lessor or an “employee” of the lessee, or any other third party; and
3. The total dollar amount of any other costs (e.g., repair, maintenance, fuel, etc.) directly associated with operating the hired automobiles whether such costs are absorbed by the “insured,” paid to the lessor or owner, or paid to others.

HUDSON INSURANCE COMPANY
COMMERCIAL AUTO COVERAGE
BUSINESS AUTO COVERAGE FORM SUPPLEMENTAL DECLARATIONS (continued)

Policy No.: PEA0005234-03

Effective Date: 12/01/2022

12:01 A.M. Standard Time

Named Insured: HTG-Lawton Management LLC

Item 4. Schedule of Hired or Borrowed Covered Auto Coverage and Premiums (continued)			
Physical Damage Coverages—Cost of Hire Rating Basis for All "Autos" (Other than Mobile or Farm Equipment)			
Coverage	Limit of Insurance The Most We Will Pay Deductible	Estimated Annual Cost of Hire For Each State (Excluding Autos Hired With A Driver)	Premium
Comprehensive	Actual cash value, cost of repair or \$ whichever is less, minus \$ Deductible for each covered "auto."	\$	\$
Specified Causes of Loss	Actual cash value, cost of repair or \$ whichever is less, minus \$ Deductible for each covered "auto."	\$	\$
Collision	Actual cash value, cost of repair or \$ whichever is less, minus \$ Deductible for each covered "auto."	\$	\$
Total Hired Auto Premium			\$ N/A

For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.

Hired Or Borrowed Mobile and Farm Equipment

If this box is checked ☐, see Mobile and Farm Equipment Supplementary Schedule.

Item 5. Schedule for Non-ownership Covered Autos Liability			
Named Insured's Business	Rating Basis	Number	Premium
Other Than Garage Service Operations and Other Than Social Service Agencies	Number of Employees	26-100	\$1,110
	Number of Partners (Active and Inactive)		\$
Garage Service Operations	Number of Employees Whose Principal Duty Involves the Operation of Autos		\$
	Number of Partners (Active and Inactive)		\$
Social Service Agencies	Number of Employees		\$
	Number of Volunteers Who Regularly Use Autos To Transport Clients		\$
	Number Of Partners (Active and Inactive)		\$
Total Non-ownership Covered Autos Liability Premium			\$1,110.00

HUDSON INSURANCE COMPANY
COMMERCIAL AUTO COVERAGE
BUSINESS AUTO COVERAGE FORM SUPPLEMENTAL DECLARATIONS (continued)

Policy No.: PEA0005234-03

Effective Date: 12/01/2022

12:01 A.M. Standard Time

Named Insured: HTG-Lawton Management LLC

Item 6. Schedule for Gross Receipts or Mileage Basis		
Address of Business Headquarters Location:		
Type Of Risk (Check One) for each Location: <input type="checkbox"/> Public Autos <input type="checkbox"/> Leasing Or Rental Concerns <input type="checkbox"/> Other		
Rating Basis (Check One) for each Location		Estimated Yearly (Gross Receipts Or Mileage)
<input type="checkbox"/> Gross Receipts (Per \$100) <input type="checkbox"/> Mileage (Per Mile)		
	Rate	Premium
Covered Autos Liability	\$	\$
Personal Injury Protection	\$	\$
Added Personal Injury Protection	\$	\$
Property Protection Insurance (Michigan Only)	\$	\$
Auto Medical Payments	\$	\$
Medical Expense And Income Loss Benefits (Virginia Only)	\$	\$
Uninsured Motorists (UM)	\$	\$
Underinsured Motorists (UIM) (when not included in UM Coverage)	\$	\$
Trailer Interchange	\$	\$
Comprehensive	\$	\$
Specified Causes Of Loss	\$	\$
Collision	\$	\$
Towing And Labor	\$	\$
Total Premium:		\$
Minimum Premium:		\$

When used as a premium basis:

For Public Autos

Gross Receipts means the total amount earned by the named insured for transporting passengers, mail and merchandise. Gross Receipts does not include:

1. Amounts paid to air, sea or land carriers operating under their own permits.
2. Advertising Revenue.
3. Taxes collected as a separate item and paid directly to the government.
4. C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing "autos" operated during the policy period.

HUDSON INSURANCE COMPANY
COMMERCIAL AUTO COVERAGE
BUSINESS AUTO COVERAGE FORM SUPPLEMENTAL DECLARATIONS (continued)

Policy No.: PEA0005234-03 Effective Date: 12/01/2022
12:01 A.M. Standard Time

Named Insured: HTG-Lawton Management LLC

For Rental or Leasing Concerns

Gross Receipts means the total amount earned by the named insured for the leasing or renting of "autos" to others without drivers.

Mileage means the total live and dead mileage of all "autos" leased or rented to others without drivers during the policy period.

THESE SUPPLEMENTAL DECLARATIONS, TOGETHER WITH THE COMMON POLICY DECLARATIONS AND THE FORM(S) AND ENDORSEMENT(S), IF ANY, COMPLETE THE POLICY.

Hudson Insurance Company
SCHEDULE OF COVERED AUTOS YOU OWN

Policy No.: PEA0005234-03 Effective Date: 12/01/2022
12:01 A.M. Standard Time

Named Insured: HTG-Lawton Management LLC

Covered Auto Number	Description		
	Year	Model; Trade Name; Body Type	Serial Number(s); Vehicle ID Number (VIN)
		COMPOSITE RATED POLICY VEHICLE SCHEDULE ON FILE WITH THE COMPANY	

Covered Auto Number	Town & State Where Covered Auto Will Be Principally Garaged	Territory	Original Cost New	Stated Amount

Covered Auto Number	Radius of Operation in Miles	Business Use S=Service R=Retail C=Commercial	Size GVW, GCW or Vehicle Seating Capacity	Age Group	Code

Hudson Insurance Company

SCHEDULE OF COVERED AUTOS YOU OWN (continued)

Policy No.: PEA0005234-03

Effective Date: 12/01/2022

12:01 A.M. Standard Time

Named Insured: HTG-Lawton Management LLC

Coverages—Premiums, Limits and Deductibles				
Covered Auto Number	Liability Premium	P.I.P. Premium	Added P.I.P. Premium	P.P.I. Premium (Michigan only)

Covered Auto Number	Auto Medical Payments		Medical Expense (VA Only) Benefits Premium	Income Loss Benefits (VA Only) Premium	Uninsured Motorist Premium	Underinsured Motorist Premium	Total Liability Premium
	Limit	Premium					

Covered Auto Number	Other Than Collision			Collision		Towing & Labor Premium	Total Physical Damage Premium
	Deductible	Comprehensive Premium	Specified Causes of Loss Premium	Deductible	Premium		
ALL	\$3,000			\$3,000			

BUSINESS AUTO COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this Policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the Policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the Policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the Policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the Policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the Policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this Policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
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B. Owned Autos

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire after the policy period begins of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire after the policy period begins will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.
3. An "auto" that is leased or rented to you without a driver, under a written agreement for a continuous period of at least six months that requires you to provide primary insurance covering such "auto", will be considered a covered "auto" you own.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a registered Gross Vehicle Weight Rating of 3,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;

- b. Repair;
- c. Servicing;
- d. "Loss"; or
- e. Destruction.

SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a.** above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **a.** above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph **a.** or **b.** above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or

- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
- (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

14. Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance or use of "unmanned aircraft".

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing And Labor

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" that is a private passenger type, light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$30 per day, to a maximum of \$900, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the Policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$30 per day, to a maximum of \$900.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:

- a.** Wear and tear, freezing, mechanical or electrical breakdown.
- b.** Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:

- a.** Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b.** Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.
- c.** Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
- d.** Any accessories used with the electronic equipment described in Paragraph **c.** above.

5. Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- a.** Permanently installed in or upon the covered "auto";
- b.** Removable from a housing unit which is permanently installed in or upon the covered "auto";
- c.** An integral part of the same unit housing any electronic equipment described in Paragraphs **a.** and **b.** above; or
- d.** Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limits Of Insurance

1. The most we will pay for:

- a.** "Loss" to any one covered "auto" is the lesser of:
- (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph **b.(1)** above; or
- (3) An integral part of such equipment as described in Paragraphs **b.(1)** and **b.(2)** above.

- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations prior to the application of the Limit Of Insurance, provided that:

- 1. The Comprehensive or Specified Causes Of Loss Coverage deductible applies only to "loss" caused by:
 - a. Theft or mischief or vandalism; or
 - b. All perils.
- 2. Regardless of the number of covered "autos" damaged or stolen, the maximum deductible applicable for all "loss" in any one event caused by:
 - a. Theft or mischief or vandalism; or
 - b. All perils,

will be equal to five times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive or Specified Causes Of Loss Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this Policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this Policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or

(2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this Policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this Policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the Policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and

- (5) Anywhere else in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means:

- 1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
- 2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.

D. "Covered pollution cost or expense" means any cost or expense arising out of:

- 1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
 - (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
 - F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 - G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
 - H. "Insured contract" means:
 - 1. A lease of premises;
 - 2. A sidetrack agreement;
 - 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or

6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
 - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.
- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - 2. Vehicles maintained for use solely on or next to premises you own or rent;
 - 3. Vehicles that travel on crawler treads;
 - 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;

5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers; or
6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
- 1. Damages because of "bodily injury" or "property damage"; or
 - 2. A "covered pollution cost or expense";
- to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

P. "Trailer" includes semitrailer.

Q. "Unmanned aircraft" means an aircraft that is not:

- 1. Designed;
- 2. Manufactured; or
- 3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability Coverage

The War exclusion under Paragraph **B. Exclusions** of **Section II – Liability Coverage** is replaced by the following:

WAR

"Bodily injury", "property damage" or "covered pollution cost or expense" arising directly or indirectly, out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

B. Changes In Garagekeepers Coverage

If the Garagekeepers Coverage endorsement or the Garagekeepers Coverage – Customers' Sound Receiving Equipment endorsement is attached, the following exclusion is added:

We will not pay for "loss" caused by or resulting from the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss":

WAR

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

C. Changes In Auto Medical Payments

If the Auto Medical Payments Coverage endorsement is attached, then Exclusion **C.6.** is replaced by the following:

6. "Bodily injury", arising directly or indirectly, out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Changes In Uninsured/Underinsured Motorists Coverage

If Uninsured and/or Underinsured Motorists Coverage is attached, then the following exclusion is added:

This insurance does not apply to:

WAR

1. "Bodily injury" or "property damage", if applicable, arising directly or indirectly, out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

E. Changes In Personal Injury Protection Coverage

1. If Personal Injury Protection, no-fault, or other similar coverage is attached, and:
 - a. Contains, in whole or in part, a War exclusion, that exclusion is replaced by Paragraph 2.
 - b. Does not contain a war exclusion, Paragraph 2. is added.
2. This insurance does not apply to:

WAR

"Bodily injury" or "property damage", if applicable, arising directly or indirectly, out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

F. Changes In Single Interest Automobile Physical Damage Insurance Policy

The War exclusion is replaced by the following:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OKLAHOMA CHANGES

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Covered Autos Liability Coverage

1. Paragraph **C. Limit Of Insurance** in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.5. Limit Of Insurance – Covered Autos Liability** in the Auto Dealers Coverage Form are changed by adding the following:

Covered Autos Liability Coverage is provided in this Coverage Part in accordance with coverage required by the Compulsory Insurance Law of Oklahoma.

2. Paragraph **2.b.(4)** of the **Who Is An Insured** provision of the Auto Dealers Coverage Form does not apply.

B. Changes In Conditions

1. Paragraph **c.(2)** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition in the Business Auto and Motor Carrier Coverage Forms and Paragraph **c.(2)** of the **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** Condition in the Auto Dealers Coverage Form are replaced by the following:

- (2) Take all reasonable steps, at our expense, to protect the covered "auto" from further damage. Also, keep a record of your expenses for consideration in the settlement of the claim.

2. The **Other Insurance** Condition in the Auto Dealers and Business Auto Coverage Forms and the **Other Insurance – Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are changed by adding the following:

When two policies providing liability coverage apply to an "auto" and:

- a. One provides coverage to a named insured who is an authorized motor vehicle dealer; and
- b. The other provides coverage to a person not engaged in that business; and
- c. At the time of an "accident" a person described in **b.** is operating the "auto", then that person's liability insurance is primary and the dealer's liability insurance is excess over any insurance available to that person, provided:
 - (1) The person is operating the "auto" with the permission of the dealer;
 - (2) The change in financial responsibility is evidenced by a release signed by the person operating the "auto"; and
 - (3) No fee or lease charge has been made by the dealer for the use of the "auto".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: HTG-Lawton Management LLC

Endorsement Effective Date: 12/01/2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

The City Transit Trust
212 SW 9th St.
Lawton, OK 73501

Terry K Bell II Trust
2505 SE 6th Street
Lawton, OK 73501

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL SERVICES NOT COVERED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Covered Autos Liability Coverage is changed by adding the following exclusions:

This insurance does not apply to:

1. "Bodily injury" resulting from the providing or the failure to provide any medical or other professional services.
2. "Bodily injury" resulting from food or drink furnished with these services.
3. "Bodily injury" or "property damage" resulting from the handling of corpses.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMERGENCY SERVICES – VOLUNTEER FIREFIGHTERS' AND WORKERS' INJURIES EXCLUDED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Covered Autos Liability Coverage is changed by adding the following exclusions:

This insurance does not apply to:

1. "Bodily injury" to any volunteer firefighter or other volunteer worker of the "insured" if sustained while such person is engaged in volunteer firefighting, rescue squad or ambulance corps operations.
2. "Bodily injury" to any fellow volunteer firefighter or other volunteer worker of the "insured" if sustained in the course of volunteer firefighting, rescue squad or ambulance corps operations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: HTG-Lawton Management LLC

Endorsement Effective Date: 12/01/2022

SCHEDULE

Name Of Person(s) Or Organization(s):

The City Transit Trust
212 SW 9th St.
Lawton, OK 73501

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OKLAHOMA UNINSURED MOTORISTS COVERAGE – NON-STACKED

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Oklahoma, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured: HTG-Lawton Management LLC

Endorsement Effective Date: 12/01/2022

SCHEDULE

Limit Of Insurance: \$ 50,000

Each "Accident"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

We will pay, in accordance with Title 36, Oklahoma Statutes, all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".

- b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

- c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

- b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to:

1. "Bodily injury" sustained by:
 - a. Any person who is a "family member" while "occupying", or when struck by, any motor vehicle owned by that person which is not insured for Uninsured Motorists Coverage at the time of the "accident" and to whom no other Uninsured Motorists Coverage is available.
 - b. Any "insured" while "occupying" an "auto":
 - (1) Owned by the Named Insured or any person who is a "family member"; or
 - (2) Furnished or available for the regular use of the Named Insured or any person who is a "family member";
 if such "auto" is not insured under a motor vehicle insurance policy at the time of the "accident".
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
4. Punitive or exemplary damages.
5. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.
2. Any payment made by or on behalf of the owner or operator of a vehicle described in Paragraph **F.3.b.** of the definition of an "uninsured motor vehicle" shall not reduce or be a credit against our limit of insurance.
3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form or Medical Payments Coverage endorsement attached to this Policy.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

E. Changes In Conditions

The **Conditions** of the Policy are changed for **Uninsured Motorists Coverage**, as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.

c. If the coverage under this Coverage Form is provided:

- (1) On a primary basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of insurance bears to the total of all applicable limits of insurance for coverage on a primary basis.
- (2) On an excess basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of insurance bears to the total of all applicable limits of insurance for coverage on an excess basis.

2. Duties In The Event Of Accident, Claim, Suit Or Loss in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved; and
- b. Promptly send us copies of the legal papers if a suit is brought.
- c. A person seeking Uninsured Motorists Coverage must also notify us, in writing, of a tentative settlement between the "insured" and the insurer of an "uninsured motor vehicle" and allow us 60 days to advance payment in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "uninsured motor vehicle". This notice must be sent by certified mail and must include:
 - (1) Written documentation of economic losses;
 - (2) Copies of all medical bills; and
 - (3) Written authorization or a court order allowing us to obtain reports from any employers and medical providers.

3. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

Our rights do not apply under this provision with regard to Uninsured Motorists Coverage if we:

- a. Have been given written notice of a tentative settlement between an "insured" and the insurer of an "uninsured motor vehicle"; and
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 60 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 60 days after receipt of notification:

- a. That payment will be separate from any amount an "insured" is entitled to recover under the provisions of Uninsured Motorists Coverage; and
- b. We also have the right to recover the advanced payment.

4. The following condition is added:

Arbitration

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that is recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply.
- c. Any decision agreed to by the arbitrators will not be binding.
- d. If agreement by arbitration is not reached within three months from the date of demand, the "insured" may bring an action against anyone responsible for the use of a vehicle involved in the "accident".

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;
 - b. That is an underinsured motor vehicle. An underinsured motor vehicle is a motor vehicle or "trailer" for which there is a liability bond or policy at the time of an accident, the liability limits of which are less than the amount of the claim of the person or persons making such claim, regardless of the amount of coverage of either of the parties in relation to each other;
 - c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
 - d. That is a hit-and-run vehicle and neither the driver nor owner can be identified.

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law; or
- b. Designed for use mainly off public roads while not on public roads.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOVERNMENTAL BODIES AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Any land motor vehicle or "trailer" you own or lease that is designed for travel on public roads is an "auto" and not "mobile equipment" if the sole reason for considering it "mobile equipment" is such vehicle is used solely on roads you own.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STATED AMOUNT INSURANCE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured: HTG-Lawton Management LLC

Endorsement Effective Date: 12/01/2022

SCHEDULE

The insurance provided by this endorsement is reduced by the following deductible(s):			
Vehicle Number	Coverage	Limit Of Insurance And Deductible	Premium
See Schedule of Covered Autos		\$ Limit Of Insurance	\$ Included
		\$ Deductible	
		\$ Limit Of Insurance	\$
		\$ Deductible	
		\$ Limit Of Insurance	\$
		\$ Deductible	
Total Premium			\$ Included

NOTE:

The amount shown in the Schedule or in the Declarations is not necessarily the amount you will receive at the time of "loss" for the described property. Please refer to the Limits Of Insurance and Deductible provisions which follow.

Designation Or Description Of Covered "Autos"		
Vehicle Number	Model Year	Trade Name And Model
See Schedule of Covered Autos		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. This endorsement provides only those coverages where a premium is shown in the Schedule. Each of these coverages applies only to the vehicles shown as covered "autos".

B. For a covered "auto" described in the Schedule, **Physical Damage Coverage** is amended as follows:

1. The **Limits Of Insurance** provision is replaced by the following:

Limits Of Insurance

a. The most we will pay for any one "loss" to any one covered "auto" is the least of the following amounts:

(1) The actual cash value of the damaged or stolen property as of the time of the "loss";

(2) The cost of repairing or replacing the damaged or stolen property with property of like kind and quality; or

(3) The Limit Of Insurance shown in the Schedule.

b. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

c. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

2. The **Deductible** provision is replaced by the following:

Deductible

For each covered "auto", our obligation to pay:

a. The actual cash value of the damaged or stolen property as of the time of the "loss" will be reduced by the applicable deductible shown in the Schedule;

b. The cost of repairing or replacing the damaged or stolen property with property of like kind and quality will be reduced by the applicable deductible shown in the Schedule; or

c. The damages for "loss" that would otherwise be payable will be reduced by the applicable deductible shown in the Schedule prior to the application of the Limit Of Insurance shown in the Schedule,

provided that:

(1) Any Comprehensive or Specified Causes Of Loss Coverage Deductible shown in the Schedule applies only to "loss" caused by:

(a) Theft or mischief or vandalism; or

(b) All perils.

(2) Regardless of the number of covered "autos" damaged or stolen, the maximum deductible applicable for all "loss" in any one event caused by:

(a) Theft or mischief or vandalism; or

(b) All perils,

will be equal to five times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive or Specified Causes Of Loss Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEES AS INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the **Section II – Covered Autos Liability Coverage**, Paragraph **A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
PEA0005234-03	12/01/2022	HTG-Lawton Management LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HYDRAULIC FRACTURING EXCLUSION

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM**

With respect to this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following exclusion is added to Paragraph **B. Exclusions** of Section **II—Covered Autos Liability Coverage** in the Business Auto and Motor Carrier Coverage Forms and Paragraph **4. Exclusions** of **Section D. Covered Autos Liability Coverage** in the Auto Dealers Coverage Form:

Hydraulic Fracturing

This insurance does not apply to:

- 1.** "Bodily injury," "property damage" or "covered pollution" cost or expense:
 - a.** "Arising," in whole or in part, out of any operation involving substances under pressure being pumped underground with the objective of creating fractures in geologic formations to facilitate the release and extraction of hydrocarbons, including but not limited to oil or natural gas. Such operations include but are not limited to "hydraulic fracturing," "gas fracking" and/or the actual, alleged, threatened or suspected contact with, exposure to, existence of or presence of any "flowback" or the handling, transporting, storage, release or disposal of any "flowback" by any "insured" or by any other person or entity; or
 - b.** Caused, directly or indirectly or in whole or in part, by any operation involving substances under pressure used for pumping underground with the objective of creating fractures in geologic formations to facilitate the release and extraction of hydrocarbons, including but not limited to oil or natural gas. Such operations include, but are not limited to, "hydraulic fracturing," "gas fracking" and/or the actual, alleged, threatened or suspected contact with, exposure to, existence of or presence of any "flowback" or the handling, transporting, storage, release or disposal of any "flowback" by any "insured" or by any other person or entity, that are, or that are contained in any property that is:
 - (a)** Being transported or towed by, handled or handled for movement into, onto or from, the covered "auto";
 - (b)** Otherwise in the course of transit by any "insured" or by any other person or entity; or

(c) Being stored, disposed of, treated or processed in or upon the covered "auto."

2. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, remediating, disposing of, or in any way responding to or assessing the effects of "hydraulic fracturing," "gas fracking" or "flowback" by any "insured" or by any other person or entity.

We will have no duty to settle any claim or defend any "suit" against the "insured" arising out of or in any way related to items 1. or 2. above.

B. With respect to this endorsement, the following additional definitions apply:

1. "Hydraulic fracturing" or hydrofracking means the process by which water, "proppants," chemicals and/or other fluid additives are injected at high pressure into underground geologic formations to create fractures, to facilitate the extraction of any hydrocarbons including but not limited to natural gas and/or oil.
2. "Flowback" means any substance containing returned "hydraulic fracturing" fluid, including but not limited to water, "proppants," "hydraulic fracturing" fluid additives; and, any hydrocarbon compounds, salts, conventional pollutants, organics, metals, and naturally occurring radioactive material brought to the surface with the water.
3. "Gas Fracking" or liquefied propane/butane gas fracturing means the waterless process by which propane gel and "proppants" are injected at high pressure into geologic formations to create fractures, to facilitate the release and extraction of natural gas.
4. "Proppant" means particles that are used to keep fractures open after a "hydraulic fracturing" treatment.



AUTHORIZED REPRESENTATIVE

DATE

Hudson Insurance Company

ENDORSEMENT
NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
PEA0005234-03	12/01/2022	HTG-Lawton Management LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER EXCLUSION

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form

SECTION I – COVERED AUTOS, Exclusions Paragraph B. is amended to include the following:

Cyber Injury

Any damage, claim, liability, “bodily injury”, “property damage” or “suit” based upon, arising from or attributable to, in whole or in part, a “cyber injury” which includes, but is not limited to:

- a. Unauthorized access to or use of any computer system (including electronic data).
- b. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer or computer system (including electronic data) and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system (including electronic data) or otherwise disrupt its normal functioning or operation.
- c. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.
- d. Expenses for breach management or other incident response related to paragraphs a. through c, inclusive, above.
- e. Financial loss or other theft of funds or property related to paragraphs a. through d., inclusive, above.
- f. Expenses or payments to recover data, computers, or computer systems related to an actual or threatened event that is related to paragraphs b. and c. above.
- g. Regulatory fines, penalties and related defense expenses which relate to paragraphs a. through f., inclusive, above.

Such damage, claim, liability, “bodily injury”, “property damage” or “suit” is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the damage, claim, liability, “bodily injury”, “property damage” or “suit”.

SECTION III – PHYSICAL DAMAGE COVERAGE, Exclusions Paragraph B. is amended to include the following:

Cyber Injury

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We will not pay for any damage, “loss” or “suit” based upon, arising from or attributable to, in whole or in part, a “cyber injury” which includes, but is not limited to:

- a. Unauthorized access to or use of any computer system (including electronic data).
- b. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer or computer system (including electronic data) and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system (including electronic data) or otherwise disrupt its normal functioning or operation.
- c. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.
- d. Expenses for breach management or other incident response related to paragraphs a. through c, inclusive, above.
- e. Financial loss or other theft of funds or property related to paragraphs a. through d., inclusive, above.
- f. Expenses or payments to recover data, computers, or computer systems related to an actual or threatened event that is related to paragraphs b. and c. above.
- g. Regulatory fines, penalties and related defense expenses which relate to paragraphs a. through f., inclusive, above.

Such damage, "loss" or "suit" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the damage, "loss" or "suit".

SECTION V – DEFINITIONS is amended to include the following:

“Cyber injury” means any actual, or suspected, intentional or unintentional breach of any data, software or hardware, wherever located, that results in:

- a. data loss; destruction; disclosure; disruption; inspection; modification; recording; release; review; or use of any personal, or personally identifiable information as defined by federal, state or local laws, statutes or regulations.
- b. inability to access any website or any electronic system;
- c. release, introduction or facilitation of any malicious code, including, but not limited to, any computer virus, Trojan horse, worm, spyware, logic bomb, adware, malware or other similar software programs;
- d. forensic or investigative expenses;
- e. extortion or terrorism threats;
- f. monitoring or notification costs or expenses;
- g. crisis management and public relations expenses;
- h. data or system recovery, repair, replacement or restoration expenses; or
- i. business interruption expenses.

James E Margulis
AUTHORIZED REPRESENTATIVE

DATE _____

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Hudson Insurance Company

ENDORSEMENT
NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
PEA0005234-03	12/01/2022	HTG-Lawton Management LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPOSITE RATE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The premium for this policy for Auto Liability Coverage composite rated on a "per unit" basis by designated classes.

- The composite rate per unit/class is as follows

Class Code	Type of Unit	Rate per Unit	Number of Units	Premium
01499	Light Truck	1252.000	4	\$5,008
05881/05882	Buses (1-20)	1539.400	5	\$7,697
05883	Buses (21-60)	2947.000	18	\$53,046
Hired/Non- Owned	Flat Charge			\$1,356
TOTAL			27	\$67,107

- The Auto Physical Damage Coverage premium is based upon a percentage of the original cost of the vehicles.

Coverage	Rate Per \$100 of Values	Total Values	Premium
Light Trk Comprehensive \$3,000 Deductible	.693	118,234	\$819
Buses (1-20) Comprehensive \$3,000 Deductible	.432	206,286	\$890
Buses (21-60) Comprehensive \$3,000 Deductible	.245	5,222,855	\$12,752
Total			\$14,461

Coverage	Rate Per \$100 of Values	Total Values	Premium
Light Trk Collision \$3,000 Deductible	.828	118,234	\$979
Buses (1-20) Collision \$3,000 Deductible	.563	206,286	\$1,160
Buses (21-60) Collision \$3,000 Deductible	.773	5,222,855	\$40,371
Total			\$42,510

3. Any vehicle to be added for this policy term which does not fall into one of the classifications listed in Item 2. above will be rated according to the rules of the commercial lines manual and subject to all applicable modifiers.
4. The premiums shown is an estimated annual premium based on the number of units on file with the company at policy inception. The insured is to submit a current schedule of owned automobiles at the end of the policy, no later than 30 days past expiration date. The earned premium will be computed based on the number of average number of units for the year in each class shown in 2. above for automobile liability premium. Automobile physical damage premium will be adjusted on the basis of original cost new values of all the vehicles.
5. Auto Physical Damage will be applied to all autos 2002 or newer during the policy term.

James E. Marquis

AUTHORIZED REPRESENTATIVE

DATE



City of Lawton

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Commentary

File #: 23-988

Agenda Date: 11/7/2023

Agenda No: 2.

ITEM TITLE:

Consider accepting the recommendation and approving the contract from Tripspark Technologies for a fixed route technology ecosystem and paratransit & demand response software suite for the Lawton Area Transit System and allow the General Manager to execute the 5-year contract for their software and services.

INITIATOR: Charlotte Brown, Community Services Director

STAFF INFORMATION SOURCE: Ryan Landers, LATS General Manager

BACKGROUND: LATS currently uses Routematch as its solution for on-demand services (Paratransit and Ft. Sill shuttle). Tripspark Technologies recently acquired Routematch and LATS has decided to upgrade its current software service provider to Tripspark (Novus). The new software is a complete overhaul of the current system and will provide the customer with a better service solution. Internally the new software will provide a dynamic operational/dispatch solution that LATS will need for the future expansion of new services.

LATS is also upgrading its current software for its fixed route operation. Currently, LATS uses ETA transit to provide its GPS software solution for fixed route services. LATS has decided that Tripspark Technologies provides the best solution for its fixed route services (Streets). Since Our current service provider for on-demand services was acquired by Tripspark Technologies we can procure this technology as a sole source. The sole source and combination of both services through Tripspark can offer unique advantages such as consolidated service monitoring and significant cost savings as outlined in the sole source letter.

The contract totals \$347,160 (\$277,728 federal and \$69,432 local) for an on-demand software upgrade.

The contract totals \$440,198 (\$353,158 federal and \$88,039 local) for a fixed route software upgrade.

EXHIBIT: Contract between LATS and Tripspark Technologies
Sole source upgrade and justification letter

KEY ISSUES: N/A

FUNDING SOURCE: FTA 5307 funds - 80% Federal & 20% Local

STAFF RECOMMENDED COUNCIL ACTION: Accept the recommendation and approve the contract from Tripspark Technologies for a fixed route technology ecosystem and paratransit & demand response software suite for the Lawton Area Transit System and allow the General Manager to execute the 5-year contract for their software and services.



October 6, 2023

Email: rlanders@ridelats.com

Mr. Ryan Landers
General Manager
Lawton Area Transit System
611 SW Bishop Rd
P.O. Box 286
Lawton, OK 73501

Dear Mr. Landers;

TripSpark Technologies Upgrade & Sole-Source Justification

TripSpark is pleased to present LATs with justification for sole sourcing the upgrade of your demand response scheduling system from Routematch demand response to NOVUS, as well as enabling the additional functionality it offers: Notifications, Passenger Portal, and Rides on Demand. These are direct extensions of Novus, and could not be substituted with 3rd party products. The functionality available through this upgrade include, but are not limited to, the following:

- ✓ **Browser Based** – Novus can be accessed through a browser (i.e. Google Chrome), making ease of use, remote access and future upgrades a breeze.
- ✓ **Passenger Information** - Allow passengers the ability to login through Novus' Passenger Portal and directly manage their accounts, request trips, check ETAs, see their vehicle approaching on a map and the potential to add money to their account.
- ✓ **Passenger Notifications** – Novus Notifications is able to push notifications to your passengers, in SMS, Email and Voice formats, such as reminders of upcoming trips (with the ability to cancel) and real-time updates regarding imminently arriving vehicles.
- ✓ **Rides on Demand**- As your services expand, TripSpark's Rides on Demand application allow general public riders to ride with LATs through downloadable apps, branded to your Agency, making it easily identifiable by providing a familiar interface for your riders.

By enabling these components within NOVUS, LATs will benefit from the following functionality:

- **Driver Initiated Call Outs** -The ability for the driver to initiate an IVR call from the MDT. Common uses would be on the way to the destination or while waiting at the pickup location.
- **Notifications** – Because our notification system is directly integrated with NOVUS, we can do much more than just estimated or scheduled time notifications. There is a long list of additional notification options that LATs can leverage, including but not limited to:
 - **Client No-Show**
 - **Driver Initiated**
 - **Dispatcher Update**
 - **Imminent Arrival Reminder**

- **Imminent Arrival Update**
- **Low Balance Notification**
- **Mass Notification**
- **Trip Booking Confirmation**
- **Trip Cancel Confirmation**
- **Trip Cancel Provider Notification**
- **Trip Reminder - Previous Day**
- **Trip Update - Previous Day**
- **Passenger Portal** – Because we can extend NOVUS out to your riders through a web-based portal, LATS can allow them to:
 - **Book/request, edit, clone or cancel trips.**
 - **Will Calls** – Automatically initiated by the passenger with the push of a button.
 - **ETAs** – The system will not only show your riders the real-time updated status of their arrival, but also allow them to see the vehicle approaching on a map.
- **Sole-Source Purchase Incentive** – By sole-sourcing new technology with TripSpark, we can offer significant financial incentives to meet possible budgetary constraints. As a current customer using Routematch, LATS can upgrade and continue writing the PO to Routematch.

In addition to the upgrade to Novus, TripSpark is thrilled to provide justification of sole sourcing the implementation of our fixed route Streets solution, including but not limited to:

- | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> ✓ Dispatch Module <ul style="list-style-type: none"> ○ CAD/AVL ○ Real-Time vehicle tracking ○ Real-time bus arrival times ○ Absence Management ○ Historical Review ○ Event Management ○ Driver Work Management | <ul style="list-style-type: none"> ✓ Schedule Module <ul style="list-style-type: none"> ○ GTFS real time feed generation ○ Service Interruptions (Detour) Technology ✓ Admin Module ✓ Streets Reports ✓ Traveler information (MyRide) |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

By utilizing both Novus and Streets, LATS will enable several key functionality benefits that only TripSpark can provide with a single vendor solution:

- **Consolidated Service Monitoring** -The ability to monitor all vehicles, demand response and fixed route within a single system.
- **Unmatched Integration** – Products designed by TripSpark have complete compatibility with one another in terms of integration, ensuring that all elements of your system will always be compatible as they are tested end to end with each other before being released. This ensures a seamless upgrade path as you can rest easy knowing that you will never run into incompatibility issues with the different components of our system.

- **Consistent and Reliable Rider Facing Tools** – TripSpark is stable and dependable with steady growth and development. Paratransit, fixed route, and general public riders will have access to a proprietary single app solution ensuring they will always be compatible with back office software.

Above and beyond the clear functional requirements that only TripSpark can provide there are countless operational advantages to a consolidated approach:

Upgrades – Every year TripSpark releases upgrades for the various modules mentioned above. Trying to coordinate these upgrades with various 3rd party vendors can be time consuming and costly. Not to mention incompatibility issues which may arise as a result of one vendor not upgrading their technology at the pace of another.

Support – In any deployment there will always be challenges, but when numerous 3rd party vendors are involved it can add a level of complexity and it can be unclear where the problem truly lies. This can result in finger pointing and delays. Not only does TripSpark have deep knowledge of your agency through our years of partnership, but we are able to seamlessly migrate your existing data and support your upgrade path for a smooth transition like no other vendor can.

TripSpark appreciates your time and previous investments with Routematch. As a valued customer the costs associated with this Novus upgrade are reduced by \$21,741, which is a 65% license discount. TripSpark is also providing a 65% licensing discount for the fixed route Streets solution, providing a reduction of \$103,151. This is a total cost savings of \$124,892.

If you have any questions or require additional information, please contact me directly.

Yours very truly,

Melody Floyd
TripSpark Technologies
Account Executive
Telephone: 678-993-8684
Email: Melody.Floyd@TripSpark.com

SYSTEM SUPPLY AND SUPPORT AGREEMENT

Between

TRAPEZE SOFTWARE GROUP, INC. dba TripSpark Technologies (“TripSpark”), with its principal place of business at 5265 Rockwell Drive NE, Cedar Rapids, Iowa 52402, U.S.A.

And

ROUTEMATCH SOFTWARE LLC (“Routematch”) with its principal place of business at 1230 Peachtree St. NE, Ste. 2800, Atlanta, Georgia 30309, U.S.A.

And

HTG-LAWTON MANAGEMENT LLC dba Lawton Area Transit System (“Customer”) with its principal place at business at 611 SW Bishop Rd, Lawton, Oklahoma 73501, U.S.A.

This Agreement, including its Exhibits (Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F) attached hereto, represents the complete and exclusive agreement between TripSpark and Customer with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between TripSpark and Customer in any way relating to the subject matter of this Agreement. No other terms, conditions, representations, warranties or guarantees, whether written or oral, express, or implied, will form a part of this Agreement or have any legal effect whatsoever. In the event of any conflict or inconsistency between the provisions of this Agreement and the exhibits, the terms and conditions of this Agreement will govern to the extent of such inconsistency. This Agreement may not be modified except by a later written amendment signed by both parties.

Notwithstanding any provision to the contrary under this Agreement, Routematch and Customer further agree that any Routematch product listed in Exhibit A of this Agreement shall continue to be governed by the Routematch Software License and Services Agreement dated March 11, 2010, and Order Form dated February 5, 2018 (“Original Agreement”). Upon Software Acceptance of the named TripSpark Software product listed in Exhibit A, Routematch and Customer acknowledge and agree that the Original Agreement is terminated in all respects and shall have no further force or effect and Routematch shall be deemed to be automatically released from any and all obligations and liability pursuant to the Original Agreement.

TRAPEZE SOFTWARE GROUP, INC.

Signature: _____
Name: _____
Title: _____

ROUTEMATCH SOFTWARE, LLC

Signature: _____
Name: _____
Title: _____

HTG-LAWTON MANAGEMENT LLC

Signature: _____
Name: _____
Title: _____

TERMS AND CONDITIONS

NOW THEREFORE, the parties agree as follows:

1. **Definitions** In this Agreement the capitalized words set out below will have the following meanings:

“Agreement”	this system supply and support agreement between TripSpark and Customer, and the attached exhibits, all of which form an integral part of this Agreement;
“Confidential Information”	all information obtained by the parties from each other under this Agreement but does not include any information which at the time of disclosure is generally known by the public.
“Documentation”	the user documentation pertaining to the System as supplied by TripSpark;
“Equipment”	means collectively, the TripSpark Equipment and the Third Party Equipment;
“New Product”	any update, new feature, or major enhancement to the TripSpark Software that TripSpark markets and licenses for additional fees separately from Upgrades;
“Statement of Work”	the specifications for the services to be provided by TripSpark, any subcontractors, and the Customer, attached hereto as Exhibit D;
“Summary of Pricing”	the summary of pricing information related to the System, attached hereto as Exhibit C;
“System”	means the Software products specified in Exhibit A and the Equipment specified in Exhibit B;
“Third Party Equipment”	the computer hardware, system software and any other related items to be provided by TripSpark, as identified in Exhibit B of this Agreement;
“Trade Secrets”	any information proprietary to either party (including software source code), concerning a design, process, procedure, formula, or improvement that is commercially valuable and secret (in the sense that the confidentiality of such information affords a competitive advantage to the owner), but shall not include any information that (1) is or becomes generally known to the public through no fault of the recipient; (2) is obtained without restriction from an independent source having a bona fide right to use and disclose such information, without restriction as to further use or disclosure; (3) the recipient independently develops through persons who have not had access to such information; or (4) the disclosing party approves for unrestricted release by written authorization.
“TripSpark Equipment”	the TripSpark proprietary equipment units identified in Exhibit B of this Agreement;
“TripSpark Software”	the TripSpark existing and new proprietary software applications identified in Exhibit A of this Agreement;

2. **Services** TripSpark will provide all services and perform all actions required by, and in accordance with, the Statement of Work (the “Services”) attached hereto as Exhibit D. The Customer will perform all applicable activities and provide all information as required by the Statement of Work.

3. TripSpark Software License

a) TripSpark grants to Customer a personal, non-transferable, and non-exclusive license restricted for use by Customer at their place of business:

(i) to use a production copy of the object code version of the Software in the form supplied by TripSpark and on hardware approved by TripSpark as of the License Date referred to in Exhibit A (“License Date”), in accordance with the operational characteristics described in Exhibit A.

(ii) To use the TripSpark Documentation, but only as required to exercise this license.

b) The license to use the Transit Database is granted to Customer solely for the development of internal reports by Customer and for the integrated operation of the TripSpark Software in both Production Environment and Staging Environment. Unless expressly included herein all other access rights to the Transit Database are excluded from this Agreement, and the Customer shall not develop or use, or authorize the development or use of, any other application interfaces to or from the Transit Database without the express written consent of TripSpark.

c) Customer may make two back-up copies of the TripSpark Software. Customer may use the production copy of the TripSpark Software solely to process Customer’s proprietary data. The TripSpark Software may not be used on a service bureau or similar basis to process data of any third parties.

e) Other than the rights of use expressly conferred upon Customer by this paragraph, Customer will have no further rights to use the TripSpark Software or the Documentation. Customer will not copy, reproduce, modify, adapt, translate, or add new features to the TripSpark Software or the Documentation without the express written consent of TripSpark. Customer will not permit disclosure of, access to, or use of the TripSpark Software or the Documentation by any third party unless authorized in writing by TripSpark. Customer will not attempt to reverse compile or reverse engineer all or any part of the System.

f) The Equipment may include embedded third party software, including but not limited to software licensed by or third party service for the provision managed digital signage/messaging as follows:

- a. Microsoft® Corporation
- b. HERE MAP, territory-specific geographic/map data consisting of data for the North America Territory
- c. Telogis, Inc. (Geobase™ mapping technology software)
- d. Blacklight Solutions (“Blacklight Solutions”)
- e. Nuance/Loquendo S.p.A., (Text to Speech software)

The terms and restrictions of TripSpark’s software license grants will apply to the use of the third-party software identified above and the licensors of such software are third party beneficiaries of the rights granted under those terms. If required, Customer shall enter into a separate end-user-license agreement depending on the product(s) procured. Customer may only transfer any embedded software product with the Equipment in accordance with the terms and conditions of this Agreement.

g) Customer acknowledges and agrees that the Software may record and transmit to TripSpark statistical and other information about Customer’s use of the Software (“Usage Data”), provided the Usage Data is collected in a form that does not contain any Customer Confidential Information.

4. Title to Equipment and Risk of Loss

It is agreed that title and risk of loss to any Equipment sold hereunder shall pass to Customer at the time of delivery of the Equipment at the premises designated by the Customer.

5. System and Software Acceptance

i) System Acceptance of Streets Equipment and related TripSpark Software

Upon completing the delivery, installation, and testing of the individual project implementation of the Fixed Route System pursuant to the corresponding Statement of Work, on five (5) Customer fixed route vehicles, for the purposes of this Section 5 (i), System shall mean Equipment identified in Exhibit B of this Agreement, and Software identified in Exhibit A of this Agreement as (TripSpark Streets Mobile (Fixed Route), XGate (Fixed Route), XMobile Manager (Fixed Route), Streets Server License (Schedule/Import, Reporting, GTFS Export), Web Services, Streets Client License, XGate Server License, XMobileManager Server License, (Fixed Route), Streets Service Interruptions (Fixed Route), Route Monitor (Fixed Route), GTFS Real Time Feed (Fixed Route), Digital Route Book (Fixed Route)”), TripSpark will notify Customer in writing. Customer will then have ten (10) business days in which to conduct acceptance tests in order to ensure that the Fixed Route System operates in all material respects as specified in the Documentation. Notwithstanding the above, Customer will be deemed to accept the Fixed Route System when the Customer puts any part of the Fixed Route System into operational and functional use. The Fixed Route System will be considered “operational and functional” when the Fixed Route System have been installed on individual five (5) Customer Fixed Route vehicles, and the TripSpark Software is first used to process normal service data (“Operational and Functional”). Fixed Route System will be accepted following ten (10) consecutive days of Operational and Functional use of the Fixed Route System by the initial pilot fleet of five (5) Fixed Route transit vehicles without significant failure.

For the purposes of this section 5 (i), “significant failure” will mean a failure of the System to function in accordance with the requirements of the Documentation, where such a failure causes the System to be inoperable or significantly impairs the functionality of the System such that there is a critical impact on business operations. Failures that are the result of operator error, insufficient training, accidental damage to the Equipment caused by operator, intentional abuse of the Equipment, or invalid or incorrect data entry by call takers or operators will not be considered in evaluating successful operation.

(ii) TripSpark Software Acceptance

Upon completing the individual delivery, installation, and testing of individual TripSpark Software components pursuant to the Statement of Work, for the purposes of this Section 5 (ii), Software shall mean the Software identified in Exhibit A of this Agreement as, (“NovusDR (Core), Passenger Portal (Core, Trip Booking (Booking and Cancellation), Notifications (Core, Outbound), DriverMate (Software Acceptance by Customer commences upon completion of install on five (5) mobile devices), MyRide/Dynamic Passenger Information (Fixed Route), MyRide Native App (Fixed Route)”), TripSpark will notify Customer in writing. Customer will then have ten (10) business days in which to conduct acceptance tests in order to ensure that the individual TripSpark Software component operates in all material respects as specified in the Documentation. At the end of this period, Customer will be deemed to accept the individual TripSpark Software component unless TripSpark receives prior written notice outlining the nature of the perceived defects in the TripSpark Software. Notwithstanding the above, Customer will be deemed to accept the individual TripSpark Software component when the Customer puts any part of the individual TripSpark Software component into operational and functional use. The individual TripSpark Software component will be deemed to be in Operational and Functional use when the Customer first uses the individual TripSpark Software component to support its then current operations in any capacity.

6. Warranty

- a) TripSpark warrants the TripSpark Equipment purchased pursuant to this Agreement, to operate in all material respects as specified in the Documentation for a period of **ninety days (90)** from the shipped delivery to Customer location.
- b) The sole remedy of Customer for any breach of the above warranty will be to require TripSpark to use reasonable efforts to repair, at its own expense, any defects in the TripSpark Equipment that are brought to TripSpark’s attention by Customer.
- c) **The parties agree that the above warranty shall not apply to include any Third Party Equipment. Such Third Party Equipment will be provided by TripSpark with any available manufacturer’s warranty only and any corrective or**

remedial services with respect to such items shall be the exclusive responsibility of the Customer. No warranty is provided for TripSpark Software, third party software, and third party services. The parties further agree that the above warranty does not include coverage for errors, defects or performance issues in the System caused by the actions of the Customer, its employees, contractors, or vehicle riders. This warranty is in lieu of all other warranties, conditions, or other terms, express or implied, concerning the System. It explicitly excludes any other warranty, condition or other term which might be implied or incorporated into this Agreement, whether by statute, regulation, common law, equity or otherwise, including without limitation any implied warranties or conditions of quiet usage, merchantability, merchantable quality, fitness for a particular purpose, or from the course of dealing or usage of trade as allowed by law. In particular, TripSpark does not warrant that: (i) the System will meet all or any of Customer's particular requirements; (ii) that the operation of the System will operate error free or uninterrupted; or (iii) all programming errors in the System can be found in order to be corrected.

The parties acknowledge and agree, third party sms/messaging services ("Third Party Transaction Services") are provided "as is" and "as available". TripSpark disclaims all representation and warranties, express, implied, or statutory, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. TripSpark makes no representation, warranty or guarantee regarding the reliability, timeliness, quality, suitability, or availability of the Third Party Transaction Services or that such Third-Party Transaction Services will be uninterrupted or error-free.

7. Payment TripSpark will invoice Customer for Software license fees, Equipment fees, Services fees, Third Party Transaction Services fees, other transaction fee(s), and expenses in accordance with the Summary of Pricing and corresponding payment schedule in the Summary of Pricing. The total amounts due for the Services and Expenses, as those fees are set out in the Summary of Pricing, are firm fixed amounts and will be invoiced on that basis. Expenses related to the Services are not to exceed those amounts set out in the Summary of Pricing. In the event that the operational parameters set out in Exhibit A of this Agreement are exceeded, TripSpark reserves the right to charge Customer its standard license fees and maintenance fees applicable to such additional levels of use.

Customer will pay invoices within thirty (30) days of receipt. Overdue payments will bear interest at the annual rate of fifteen percent (15%) on the amount outstanding from the date when payment is due until the date payment in full is received by TripSpark. Customer will also be responsible for payment of all applicable taxes and other levies, including sales and use taxes, and this obligation will survive termination of this Agreement. If Customer has a tax exemption certificate, a copy of the certificate must be provided to TripSpark upon signing of this Agreement to avoid payment of the applicable tax to TripSpark.

8. Maintenance Services and Extended Warranty

For the purposes of this Section 8 of this Agreement, the following definitions apply:

"Rogue Unit": TripSpark Equipment that exhibits a recurring problem subject to the following: (i) the undesired symptom reported is the same for three (3) sequential removals, and (ii) the undesired interval is seven (7) operating days or less;

"Turnaround Time": Commences on the date of receipt by TripSpark's Service Center, and continues to the date of shipment back to Customer;

No Fault Found ("NFF") / No Trouble Found ("NTF"): TripSpark Equipment which requires no repair, replacement, or adjustment by TripSpark in order to return it to a serviceable level in accordance with subsection 9 B) (iv) below;

"Updates and Upgrades": Those general releases to the TripSpark Equipment or TripSpark Software that TripSpark generally makes available as part of the annual maintenance program;

"Priority One (1) Variance": A TripSpark Equipment or TripSpark Software performance anomaly resulting in the loss or use of critical system functions and system is "down" to the extent that such loss affects the safety of the public and/or personnel;

"Priority Two (2) Variance": A TripSpark Equipment or TripSpark Software deficiency of lesser severity than a Priority One (1) that does not substantially reduce the capability of the System to accomplish its primary system functions (e.g., vehicle communications, and/or AVL, and/or fare collection). A Priority One (1) Variance for which an acceptable workaround has been established shall be reassigned to a Priority Two (2); and

“Service Notification”: A notification or bulletin provided by TripSpark that describes a change to TripSpark Equipment or TripSpark Software.

A) TripSpark Software

Upon TripSpark receipt of Customer payment in full of annual maintenance fees, TripSpark agrees to provide the following maintenance and support services:

- (i) TripSpark will maintain the TripSpark Software so that it operates in conformity, in all material respects, with the descriptions and specifications for the TripSpark Software set out in the Documentation;
- (ii) in the event that Customer detects any errors or defects in the TripSpark Software, TripSpark will provide reasonable support services through a telephone software support line from Monday to Friday, 8 am to 5 pm EST (Except North American holidays). Upon registration by Customer, TripSpark will also provide Customer with access to its software support website;
- (iii) TripSpark will provide Customer with Upgrades of the TripSpark Software at no additional license fee charge;
- (iv) Customer shall provide TripSpark with remote access to Customer’s computers on which the TripSpark Software is installed. TripSpark shall provide updates and Upgrades to the TripSpark Software via remote connection. Should Customer request any on-site maintenance and support services, TripSpark reserves the right to charge its standard applicable service fees plus expenses related to such services; and
- (v) Upgrades will be provided with updated Documentation where available and appropriate.

B) TripSpark Equipment

For the duration of initial warranty period and subject to purchase of extended warranty by Customer for TripSpark Equipment, as outlined in Summary of Pricing, TripSpark agrees to provide the following maintenance and support services:

- (i) TripSpark shall provide phone support to Customer’s authorized callers to assist with troubleshooting of installation, configuration, and operational problems of covered TripSpark Equipment;
- (ii) Customer shall send all TripSpark Equipment covered by this Agreement directly to the designated TripSpark Service Center outlined in the Return Materials Authorization ("RMA") Request Process, Exhibit F. Upon repair, TripSpark shall return the TripSpark Equipment to Customer’s designated receiving facility, or other locations as designated by Customer’s applicable Return Order. Cost of shipping to the designated TripSpark Service Center shall be borne by Customer. Cost of shipping the repaired TripSpark Equipment to the Customer’s facilities shall be borne by TripSpark unless the TripSpark Equipment is deemed NFF / NTF. TripSpark Equipment returned for repair under this Agreement and subsequently determined by TripSpark to be NTF or NFF or upon warranty expiry is subject to the Time and Material pricing contained in Summary of Pricing. TripSpark reserves the right to substitute functionally equivalent parts for those parts returned to TripSpark for repair. TripSpark will use commercially reasonable efforts to obtain equally functional equivalent parts. Notwithstanding anything to the contrary herein, should equally functional equivalent parts not be available, Customer acknowledges and agrees that TripSpark will have no further obligation to support the TripSpark Equipment and Customer shall be obligated to pay to TripSpark bench fees at the then current TripSpark pricing. The bench fee amount applies to the services performed by TripSpark for testing and assessment of TripSpark Equipment issues whether or not TripSpark Equipment parts are available as described hereunder and whether or not Customer chooses to replace parts as advised by TripSpark.
- (iii) TripSpark shall make commercially reasonable efforts to provide a Turnaround Time of thirty (30) calendar days for TripSpark Equipment listed in Exhibit B, which is returned to TripSpark in accordance with Exhibit F;
- (iv) TripSpark shall apply special testing and repair to any Rogue Unit at no additional charge to Customer. Any special testing and repair shall not be subject to the Turnaround Time specified in subsection (iii) above; and

- (v) TripSpark may issue Service Notifications indicating recommended or mandatory changes to the TripSpark Equipment and Software covered under this Agreement.

C) Documentation for Equipment Difficulty

Prior to delivery to TripSpark of TripSpark Equipment to be repaired, Customer shall provide TripSpark with a return order, which shall include the following information:

- (i) Date of performance anomaly;
- (ii) Vehicle Number;
- (iii) Detailed system description of performance anomaly;
- (iv) Type number, part number, and serial number of the TripSpark Equipment;
- (v) Customer Return / Repair Order Number; and,
- (vi) Ship To address and Contact Name for return of TripSpark Equipment to Customer;

D) Documentation for Software Difficulty

Upon the identification of a possible fault or difficulty within any of the TripSpark Software to be supported hereunder, Customer shall promptly issue a trouble report to TripSpark that shall include the following information:

- (i) Date of performance anomaly;
- (ii) TripSpark Software module in question and location of where TripSpark Software is installed;
- (iii) Detailed system description of performance anomaly;
- (iv) Version number of TripSpark Software and severity/ impact to Customer's operations; and
- (v) Contact name and phone number.

The trouble report information shall also be communicated verbally via 1-877-411-8727 or via email at cc@TripSparkgroup.com or via customer portal www.MyTripSpark.com to TripSpark. TripSpark shall forward the trouble report to the designated repair technician.

E) Equipment and Software Excluded from Maintenance

The parties agree that the above maintenance services shall not apply to include maintenance of Third Party Equipment, and TripSpark shall be under no obligation to provide any maintenance services to the Customer with respect to such Third Party Equipment or third party software. The parties further agree that the above maintenance services shall not include services which may be required to identify or correct errors, defects or performance issues in the TripSpark Software or the TripSpark Equipment which are caused by the actions or omissions of the Customer, its employees, contractors, or vehicle riders.

In the event that TripSpark Equipment and Software covered under this Section 8 is subjected to any of the conditions below by Customer or any third parties, such TripSpark Equipment and Software shall be excluded from maintenance service coverage.

- (i) TripSpark Equipment or TripSpark Software subjected to carelessness or negligence;
- (ii) TripSpark Equipment or TripSpark Software subjected to cannibalization or vandalism;
- (iii) TripSpark Equipment or TripSpark Software subjected to alteration or repair in a manner which conflicts with TripSpark's written repair procedures, specifications, and license terms;

- (iv) TripSpark Equipment or TripSpark Software subjected to inadequate packing, shipping, storage, or handling;
- (v) TripSpark Equipment or TripSpark Software subjected to fire, wind, flood, leakage, collapse, lightning, explosion, or other Acts of God, including but not limited to acts of war (declared or undeclared), terrorism, or the public enemy; and
- (vi) TripSpark Software altered as a result of third party service bulletins.

F) Disclaimer

During any annual maintenance support or extended warranty period, TripSpark does not represent or warrant that (a) the TripSpark Equipment or TripSpark Software shall meet any or all of Customer's particular requirements; or (b) the operation of the TripSpark Equipment or TripSpark Software shall be error-free or uninterrupted.

9. Payment of Maintenance Fees Customer shall pay the annual maintenance fees to TripSpark as provided in Exhibit E. These fees shall be subject to change as set out in Exhibit E. Customer shall issue a Purchase Order annually specifying the amount set forth in the TripSpark invoice for maintenance services in accordance with Exhibit E. The Purchase Order shall be governed by the terms and conditions of this Agreement. In the event that the Customer wishes to terminate the maintenance services to be provided under this Agreement, Customer must provide TripSpark with no less than ninety (90) days written notice of such termination, during which ninety-day period the applicable Software maintenance fees will remain payable. TripSpark may suspend provision of any maintenance services during any period of time during which the applicable maintenance fees remain unpaid by Customer.

10. Trade Secrets Customer acknowledges that all Trade Secrets relating to or concerning the System, including any modifications made thereto, are owned by TripSpark or TripSpark has the applicable rights of use and Customer will maintain the Trade Secrets in strict confidence and not disclose the Trade Secrets to any third party without TripSpark's prior written consent. Customer shall prohibit any persons other than Customer employees from using any components of the System and Customer shall restrict the disclosure and dissemination of all Trade Secrets reflected in the System to Customer employees who are bound to respect the confidentiality of such Trade Secrets. These obligations of confidentiality will survive termination of this Agreement.

11. Media and Publication Upon reasonable notice and consultation with the Customer, TripSpark shall be entitled to publish press releases and other general marketing information related to this Agreement and the work done hereunder. Except for the foregoing, and subject to the strict requirements of the law, neither party will communicate with representatives of the general or technical press, radio, television, or other communication media regarding the work performed under this Agreement without the prior written consent of the other party.

12. Intellectual Property Indemnification TripSpark will defend Customer in respect of any claims brought against Customer by a third party based on the claim that the TripSpark Software or the TripSpark Equipment infringes the intellectual property rights of that third party. TripSpark will pay any award rendered against Customer by a court of competent jurisdiction in such action, provided that Customer gives TripSpark prompt notice of the claim and TripSpark is permitted to have full control of any defense. If all or any part of the TripSpark Software or TripSpark Equipment becomes, or in TripSpark's opinion is likely to become, the subject of such a claim, TripSpark may either modify the TripSpark Software or TripSpark Equipment to make it non-infringing or procure the right for the Customer's use of the System. This is TripSpark's entire liability concerning intellectual property infringement. TripSpark will not be liable for any infringement or claim based upon any modification of any part of the System developed by Customer, or use of the System in combination with software, hardware, or other technology not supplied or approved in advance by TripSpark, or use of any part of the System contrary to this Agreement or the Documentation.

13. Exclusion of Liability

a) TripSpark and Customer do not rely on and will have no remedy arising from any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. The only remedy available to Customer for breach of warranty is for breach of contract under the terms of this Agreement. This does not preclude a claim for fraud.

b) TripSpark does not guarantee the privacy, security, authenticity, or non-corruption of any information transmitted through the internet or any information stored in any system connected to the internet. TripSpark shall not be responsible for any claims, damages, costs, or losses whatsoever arising out of or in any way related to Customer's connection to or use of the internet.

c) TripSpark will not be liable to Customer or any third party for any claims, expenses, damages, costs, or losses whatsoever arising out of or in any way related to:

(i) Customer's use of map or geographical data, owned by Customer or any third party, in conjunction with the System or otherwise; or

(ii) Customer's use of the System insofar as the System may be used to store, transmit, display, disclose or otherwise use data or information which is considered private, confidential, proprietary, or otherwise exempt from public disclosure under applicable law.

(d) TripSpark's liability and responsibility for any claims, damages, costs, or losses whatsoever arising either jointly or solely from or in connection with this Agreement or the use of the System (whether or not in the manner permitted by this Agreement), including claims for breach of contract, tort, misrepresentation, or otherwise, will be absolutely limited, in the aggregate, to the fees paid for the Equipment and Software licenses that is the subject of a claim prior to System Acceptance. Subsequent to System Acceptance, in the aggregate amount of the annual Software maintenance fees paid or extended warranty fees paid in the preceding year for the TripSpark Software or Equipment that is the subject of a claim.

(e) TripSpark will not be liable to the Customer or any third party for losses or damages suffered by Customer or any third party which fall within the following categories:

- i) incidental or consequential damages, whether foreseeable or not;
- ii) special damages even if TripSpark was aware of circumstances in which special damages could arise;
- iii) loss of profits, anticipated savings, business opportunity, goodwill, or loss of information of any kind.

(f) Paragraphs (d) and (e) do not apply to claims arising out of death or bodily injury caused by TripSpark's gross negligence or willful misconduct.

(g) The Customer acknowledges and agrees that it is solely responsible for providing and ensuring the proper training of its drivers, owners, or operators in the operation of the motor vehicle or motor vehicles in conjunction with the use or operation of the TripSpark Software, Equipment and Third Party Equipment described in this Agreement. "Motor vehicle" includes any automotive machinery utilized for the transport of persons or goods in which TripSpark Software, Equipment, and Third Party Equipment has been incorporated or installed.

The Customer acknowledges and agrees that TripSpark shall not be liable to the Customer for any claim or action including costs arising out of the use or misuse of any motor vehicle operated by the Customer in conjunction with or separate from the use of the TripSpark Software, Equipment and Third Party Equipment described in this Agreement including any personal injury claim or action and the Customer shall defend and hold TripSpark harmless from any such claim or action including costs.

14. Termination

(a) This Agreement will remain in effect until terminated.

(b) Either party may terminate this Agreement, in whole or in part, by providing ninety (90) days prior written notice.

(c) TripSpark has the right to terminate this Agreement if Customer is in default of any term or condition of this Agreement and fails to cure such default within thirty (30) days after receipt of written notice of such default. Without limitation, the following are deemed Customer defaults under this Agreement: (i) Customer fails to pay any amount when due hereunder; (ii) Customer becomes insolvent or any proceedings will be commenced by or against Customer under any bankruptcy, insolvency, or similar laws.

(d) If Customer develops software that is competitive with the TripSpark Software, or Customer is acquired by or acquires an interest in a competitor of TripSpark, TripSpark shall have the right to terminate this Agreement immediately.

(e) If this Agreement is terminated, Customer will immediately return to TripSpark all copies of the TripSpark Software and the Documentation and any other Equipment provided to Customer pursuant to this Agreement which have not been paid for in full and will certify in writing to TripSpark that all copies or partial copies of the TripSpark Software, the Documentation and such other materials have been returned to TripSpark. In the event of termination, TripSpark will be entitled to retain all fees paid by Customer for all license fees, service fees and expenses related to services or deliverables provided up to the termination date.

15. Force Majeure TripSpark will not be responsible for, and its performance of obligations will automatically be postponed as a result of, delays beyond TripSpark's reasonable control, provided that TripSpark notifies the Customer of its inability to perform with reasonable promptness and performs its obligations hereunder as soon as circumstances permit.

16. Assignment This Agreement is for the sole benefit of Customer and may not be assigned by Customer without the prior written consent of TripSpark.

17. Applicable Law This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma.

18. Third Parties No party other than Customer shall be licensed to use the TripSpark Software by this Agreement unless such use is expressly permitted by the terms of this Agreement. In the event that this Agreement does allow for the use of the TripSpark Software by certain designated third party service providers, the Customer shall be responsible for taking all reasonable steps to ensure that the service provider is fully compliant with the terms of this Agreement including without limitation any restrictions on use of the TripSpark Software and obligations of confidentiality. TripSpark does not assume, and hereby expressly excludes, any obligations or duties to any third parties, whether expressly named in this Agreement or not, which may be inferred or implied by statute, regulation, common law, equity or otherwise.

19. Notices All notices must be in writing and will be duly given if delivered personally or sent by registered or certified mail to the respective addresses of the parties appearing on page one of this Agreement. Any notice given will be deemed to have been received on the date it is delivered if delivered personally, or, if mailed, on the fifth business day next following its mailing. Either party may change its address for notices by giving notice of such change, as required in this Section.

20. Purchase Order Upon execution of this Agreement, Customer will issue a Purchase Order specifying the amount of as set out in the Summary of Pricing, (this amount excludes any sales taxes, first year maintenance fees or escrow fees which may apply) for the provision of the System and the Services. The Purchase Order will be governed exclusively by the terms and conditions of this Agreement.

21. Audits In addition to Section 3 (g), TripSpark may perform audit(s) on the use of the System upon giving Customer written notice of at least five (5) business days. Customer agrees to make the necessary operational records, databases, equipment, employees, and facilities available to TripSpark for the audit(s). The purpose of the audit will be to verify compliance with the terms and conditions of this Agreement.

EXHIBIT A

Item	Software	Operational Characteristic Metrics	License Date
1.	Routematch TS	Up to five (5) authorized users	Pursuant to the Original Agreement
2.	TripSpark NovusDR (Core)	up to one hundred and ten (110) one way booked trips per day	Effective date of this Agreement
3.	TripSpark Passenger Portal (Core, Trip Booking (Booking and Cancellation)	up to one hundred and ten (110) one way booked trips per day	Effective date of this Agreement
4.	TripSpark Notifications (Core, Outbound)	up to one hundred and ten (110) one way booked trips per day	Effective date of this Agreement
5.	TripSpark DriverMate	up to five (5) paratransit vehicles	Effective date of this Agreement
6.	*TripSpark Streets Mobile (Fixed Route), XGate (Fixed Route), XMobile Manager (Fixed Route), Streets Server License (Schedule/Import, Reporting, GTFS Export), Streets Client License, XGate Server License, XMobileManager Server License	up to thirteen (13) fixed route vehicles	Effective date of this Agreement
7.	TripSpark Web Services	up to thirteen (13) fixed route vehicles	Effective date of this Agreement
8.	TripSpark MyRide/Dynamic Passenger Information, MyRide Native App (Fixed Route)	up to thirteen (13) fixed route vehicles	Effective date of this Agreement
9.	TripSpark Streets Service Interruptions (Fixed Route)	up to thirteen (13) fixed route vehicles	Effective date of this Agreement
10.	TripSpark Digital Route Book (Fixed Route)	up to thirteen (13) fixed route vehicles	Effective date of this Agreement
11.	TripSpark GTFS Realtime	up to thirteen (13) fixed route vehicles	Effective date of this Agreement
12.	TripSpark Route Monitor	up to thirteen (13) fixed route vehicles	Effective date of this Agreement
13.	Transit Database	Included	Effective date of this Agreement

EXHIBIT A

Notes:

1. Third party Runtime licenses, if required to operate the TripSpark Software, are not included.
2. Proposed software solution is designed for the applicable Windows application.
3. Except as may be included in the Equipment or otherwise specifically required in the Agreement, The Customer is responsible for purchasing hardware and any other pre-requisite products.
4. As applicable, software applications may be operated on any of the licensed workstations within a configuration approved by TripSpark. Licenses for additional local or remote workstations may be purchased at the then current rates.
5. Customer and Routematch acknowledge and agree Customer's license rights of use, pursuant to the Original Agreement, for the Routematch Software products shall terminate in all respects upon Software Acceptance of the TripSpark NovusDR (Core) Software product in accordance with Section 5 (ii) of this Agreement. Consequently, Routematch shall have no obligations or liability for the Routematch TS Software product.
6. Licenses are provided for software utilization by HTG-Lawton Management LLC dba Lawton Area Transit System (Lawton, Oklahoma).
7. Third Party runtime (i.e., Crystal Reports), if required, are not included.
8. *Above identified Software corresponds to Exhibit C, 2.0 Streets Fixed Route pricing and corresponding Software maintenance pricing in Exhibit E.

EXHIBIT B

List of TripSpark Equipment Streets:

Description	Quantity
In-Vehicle Streets Equipment - Fixed Route	
Ranger (Internal modem, GPS) or myDrive	14
myDrive Mounting Bracket	14
Cabling	14
Programming Kit	1
Training Kit	1

EXHIBIT C: SUMMARY OF PRICING

1.0 Individual Paratransit Software Applications

Product	Licenses	Services	Expenses	Discount	Total
NovusDR (Core)	\$33,448	\$35,476	\$6,700	-\$21,741	\$53,883
Passenger Portal (Core)	\$7,638	\$11,550	\$0	\$0	\$19,188
Trip Booking (Booking & Cancellation)	\$11,163	\$1,650	\$0	\$0	\$12,813
Notifications (Core, Outbound)	\$17,336	\$18,150	\$0	\$0	\$35,486
DriverMate	\$9,310	\$23,926	\$6,250	-\$6,052	\$33,435
Total USD					\$154,804

Third Party Transaction Services' Fees

TripSpark Notifications (Core, Outbound) Software requires payment of monthly Third-Party Transaction Services' fees by Customer based on the number of voice minutes used and SMS messages transacted. Current per-use charges are:

1. Per Voice Minute \$0.03
2. Per SMS Message \$0.02

Note: Third Party Transaction Services Fees pricing, as identified above, are subject to change without notice.

Payment Schedule TripSpark Paratransit Software

- Milestone 1: 100% of Licenses fees due upon execution of the Agreement
- Milestone 2: 25% of Services and Expenses due upon delivery of draft Operational Review document
- Milestone 3: 25% of Services and Expenses due upon installation of Software in TripSpark test environment
- Milestone 4: 25% of Services and Expenses due upon delivery of initial training session
- Milestone 5: 25% of Services and Expenses due upon Software Acceptance pursuant to Section 5 (ii) of the Agreement

Note: Milestones will be invoiced and due on a per individual Software component basis.

General Paratransit Software Assumptions

1. Customer is responsible for the computer hardware and off-the-shelf software as per TripSpark's most current specifications.
2. SQL must be used for databases for TripSpark Software.

NovusDR Assumptions

1. Data loading will be completed for clients, common locations/landmarks, and client registered addresses.
2. Training will utilize 'train the trainer' training philosophy.
3. Operational Review and Software installation will be performed remotely.

EXHIBIT C: SUMMARY OF PRICING

NovusDR Assumptions (continued)

4. NovusDR will use third party Bing maps subject to the following:

Third party Bing map license is provided for up to sixty (60) reverse geocode transactions (GetLocationInfo or similar) per hour and up to two hundred (200) geocoding transaction sessions or routing requests, all measured as an average over any twenty-four (24) hour period. Additional geocode or reverse geocode transactions will be charged at a fee of \$0.01 per transaction ("Transaction Fee"), and such Transaction Fee is subject to change without notice. TripSpark's receipt of Transaction Fee(s) payment is a condition precedent to the provision of third party Bing map license under the scope of the Agreement.

Bing maps do not allow for Street Routing.

Passenger Portal Assumptions

1. All Services will be performed remotely.
2. English language only.
3. Software utilizes Google maps for client facing address lookup and real time vehicle location display.

Notifications Assumptions

1. All Services will be performed remotely.
2. English language only.

Solution Functionality

1. TripSpark Notifications provides outbound voice callbacks for Trip Reminders and notifications.
2. TripSpark Notifications provides outbound SMS/Email Trip Reminders and notifications.
3. Trips can be Confirmed/Cancelled by SMS responses to callback reminders only.
4. TripSpark Notifications does not provide call center menu functionality.

DriverMate Assumptions

1. Operational Review and Software Installation will be performed remotely.
2. Training will utilize "train the trainer" training philosophy.
3. Customer is responsible for providing server hardware, space, power, network connectivity, and a dedicated (always on) high speed internet connection.
4. Customer is responsible for providing access to the Xgate server via the internet to support remote troubleshooting/support.
5. Customer is responsible for configuration of router/firewall to allow two-way IP based communications with mobile devices.
6. Customer is responsible for public data network activations and monthly airtime subscription for each vehicle.
7. Customer is responsible for acquiring, installing, and maintaining in-vehicle tablets.
8. Customer is responsible for third party interface fees to any other in-vehicle equipment.

EXHIBIT C: SUMMARY OF PRICING

2.0 Rangers or myDrive Fixed Route

Product	Licenses	Services	Expenses	Hardware	Installation Services	Discount	Total
Streets ITS Solution							
*Streets CAD/AVL	\$59,850	\$76,107	\$3,500	\$0	\$0	(\$38,903)	\$100,555
*Ranger or myDrive	\$6,825	\$25,369	\$3,500	\$37,723	\$8,125	(\$4,436)	\$77,106
Web Services	\$23,625	\$3,300	\$0	\$0	\$0	(\$15,356)	\$11,569
MyRide/Dynamic Passenger Information	\$12,869	\$3,300	\$0	\$0	\$0	(\$8,365)	\$7,804
MyRide Native Apps	\$7,750	\$19,800	\$0	\$0	\$0	(\$5,038)	\$22,513
Route Monitor	\$0	\$2,475	\$0	\$0	\$0	\$0	\$2,475
GTFS Real Time Feed	\$21,210	\$4,950	\$0	\$0	\$0	(\$13,787)	\$12,374
Digital Route Book	\$3,990	\$1,650	\$0	\$0	\$0	(\$2,594)	\$3,047
Service Interruptions	\$22,575	\$11,550	\$0	\$0	\$0	(\$14,674)	\$19,451
Total USD	\$158,694	\$148,501	\$7,000	\$37,723	\$8,125	\$103,151	\$256,892

Payment Schedule for Fixed Route Software and Equipment

Milestone 1: 100% of License fees due upon execution of the Agreement

Milestone 2: 100% Equipment hardware fees due upon shipped delivery to Customer location

Milestone 3: 25% of Services fees, Installation fees, and Expenses due upon delivery of draft Operational Review Document

Milestone 4: 25% of Services fees, Installation fees, and Expenses due upon installation of Software in Customer's test environment

Milestone 5: 25% of Services fees, Installation fees, and Expenses due upon delivery of initial training session

Milestone 6: 25% of Services fees, Installation fees, and Expenses due upon System and Software Acceptance pursuant to Section 5 (i) and Section 5 (ii) of the Agreement

Note: Milestones will be invoiced and due on a per individual Software component basis.

TripSpark Equipment Extended Warranty

**Extended Warranty Pricing 2023	Year 1	Year 2	Year 3
TripSpark Ranger or myDrive	\$1,836	\$1,927	\$2,024

Note: **First three (3) years extended Warranty pricing only. Should Customer wish to purchase extended TripSpark Equipment warranty support, Customer must issue a purchase order to TripSpark prior to the expiration of the individual TripSpark Equipment (Ranger or myDrive) ninety (90) days Warranty. Upon expiry of Year 3 annual term, TripSpark

Equipment extended Warranty annual support is subject to program availability and then current TripSpark pricing.

EXHIBIT C: SUMMARY OF PRICING

General Pricing Assumptions

1. Pricing expires December 31, 2023.
2. Software license pricing corresponds to the operational metrics of Software licensed use pursuant to Exhibit A of this Agreement.
3. Applicable taxes are not included and shall be assessed during TripSpark invoicing.
4. Customer is responsible for the computer hardware & off-the-shelf software as per TripSpark's most current specifications.
5. SQL must be used for databases for all TripSpark Software.

General Project Assumptions

TripSpark will provide:

All of the Equipment, included above.

Technical services to consist of: project management; system testing; 'train the trainer' training; implementation; and remote support.

Customer will be responsible for providing the following:

1. Space, power, network (LAN/WAN) connectivity, for required servers and workstations.
2. Access to the servers via the internet (i.e., VPN, PCAnywhere) to support remote troubleshooting/support.
3. Provision/configuration of router/firewall to allow two-way IP based communications with the mobile devices.
4. Public data network activations and monthly airtime subscriptions for each vehicle.
5. Wi-Fi access points at the garages.
6. Swap-out maintenance of in-vehicle TripSpark Equipment during and after the warranty period.
7. Data entry/verification including but not limited to stops, routes, schedules, timepoints.
8. Third party interface fees to existing agency equipment (incl. fareboxes, annunciators, onboard signs, etc.)
9. Interfacing with Google's technical team for GTFS export, including testing and schedule adjustments required to obtain approval.
10. SQL for databases for all TripSpark Software.

Dynamic Passenger Information / MyRide Assumptions

1. SMS requires annual contact with monthly service charges and message fees based on the number of messages sent or received and number of voice minutes used. Customer will be responsible for monthly \$0.02 per SMS message and \$0.03 per voice minute fees, which shall be billed monthly by TripSpark. Such monthly transaction fees are subject to change without notice.
2. Customer will provide the MyRide server and OS as specified by TripSpark.
3. Customer is responsible for Google and/or Apple developer accounts.
4. MyRide requires a Google/API key, the cost of which are the responsibility of the Customer. Use of the MyRide Native App Software increases the costs.

EXHIBIT D: STATEMENT OF WORK

Statement of Work: NovusDR

This document defines the implementation services to be provided by TripSpark for the Customer, as well as the roles and responsibilities of the Customer's staff and resources.

Unless otherwise indicated, TripSpark will provide 'standard' implementation services (project management, operational review, testing, installation, training, etc.) as defined by TripSpark. Any services beyond what is defined in this document will be considered out of scope, and a change order outlining any additional costs will be required. Any additional costs uncovered from a change order will be the responsibility of the Customer. All implementation Services, materials, and training will be provided in English, unless otherwise stated

Overview

This implementation involves the following high-level tasks:

- Operational Review
- Software Installation and Configuration
- Data Load & Development
- Training
- User Acceptance Testing
- Go-Live Support

Operational Review

The operational review will involve a series of meetings and conference calls with Customer's project team to discuss the business requirements.

The goal of the operational review is to:

- Review Customer business requirements and operational needs
- Review business processes to identify any takeaways that require mitigate strategies
- Provide any sample marketing materials that the Customer may be able to use
- Review the Scope of Work and finalize project timelines and the project plan
- Review application functionality
- Current operational environment (policies/procedures) as they relate to the trip booking, scheduling, and dispatching processes.
- Testing and Training requirements

The outcome is an operational review document (ORD) outlining the understanding gained from the meetings, identifying the deliverables, and the timing for the implementation as mutually agreed upon by the parties. The TripSpark Project Manager (PM) will coordinate a meeting with the Customer's project team to review the initial responses to the Operational Review Document within five (5) days of delivery by TripSpark.

Software Installation and Configuration

TripSpark will install the Software remotely on Customer's network. The Software will be installed once (1) within the test environment. TripSpark will also provide assistance with transitioning the Software to the production environment.

Data Load & Development

During the training process, ancillary data will need to be developed so that the Software will function in accordance with the Operational Review Document. This will confirm that all required elements are present and configured as outlined in the Operational Review Document. Customer will be responsible for developing this data, with the supervision of the TripSpark technical expert.

Importing of data can be done via import scripts. The Software has an integrated Client Import Job and Location Import Job which allows Customer to import their client and location data into the Software. The import files must be in CSV file format in TripSpark's required format. However, the format is fairly flexible and as long as the data is in good shape the import process is relatively simple.

Data development will be required under the following categories:

- Client Registration
- Eligibility
- Booking
- Pricing
- Organizations
- Services
- Runs
- Scheduling
- Employees
- Vehicles

Training

Training provided will be based on TripSpark standard training agendas. Training methodology follows a train-the trainer approach. Training sessions will vary in length dependent on topic. Training will be provided remotely, utilizing Zoom as the preferred platform. Each session can be attended by up to six (6) employees.

- Up to four (4) days of Booking and Scheduling Training
- Up to four (4) days of Operations Training
- Up to one (1) day of Training in the Administrative functions of the Software.
- Up to two (2) days of Standard Report Training

In addition to training, TripSpark will provide one (1) digital copy of all available user documentation. Customer is free to create copies of the provided documentation for their users.

Users will also have access to recorded training videos and online sessions provided through mytripsark.com, as described in our standard support documentation.

Customer's resources are encouraged to participate in all training sessions related to their field, as outlined in the Operational Review.

For remotely accessed training sessions attendees will require:

- Networked computer with access to the internet
- Necessary Software (i.e., WebEx Customer) installed and ready to go
- For groups in a single room, LCD projector to display the material and computers per student with access to the test environment
- Telephone or headset and microphone for audio portion
- If the items above are not available, TripSpark will work with Customer to identify alternative arrangements.

User Acceptance Testing

The final phase of the implementation will be acceptance testing. This involves Customer utilizing the Software in the test environment to ensure the Software functions as specified in the Documentation.

We estimate the duration of user acceptance for this implementation to be approximately two (2) weeks.

Go-Live

Go Live is critical to ensure the solution is adopted and used properly by staff, as often issues are not discovered until using a live environment with real-time conditions and situations. TripSpark will provide up to five (5) days of Go Live support as part of this SOW.

Software Acceptance Period

The final phase of the implementation will be Software Acceptance testing while Software is in Production.

The Software Acceptance period is expected to be approximately ten (10) business days.

Upon completion of Software Acceptance, Customer will be eligible to go into TripSpark's Customer Care program.

Transition to Customer Care

Following Software Acceptance TripSpark will schedule a Transition meeting with the Customer to discuss ongoing Customer Care support.

TripSpark Resource Responsibilities

TripSpark will provide Project Management and Off-Site Support of NovusDR at Customer. These services will consist of the following:

- The TripSpark PM will provide bi-weekly reports to Customer's PM. These reports will be based on TripSpark standards and will consist of; project team information, current status and next steps.

- For the duration of the implementation the TripSpark technical product expert will be available for consultation off-site via phone or email.
- Acting as a single point of contact at TripSpark, managing deliverables, running weekly conference calls, and managing documentation
- Issue escalation and resolution plans

Customer Resource Responsibilities

If Customer causes delays by not adhering to the below responsibilities and requirements listed in this SOW, and these delays result in additional service work being incurred by TripSpark, then TripSpark reserves the right to charge Customer additional services fees, which shall be the responsibility of the Customer.

The table below identifies the resource requirements for the Customer.

Resource	Description	Time Dedication	Tasks
Project Manager	The project manager coordinates all efforts between Customer and TripSpark	20% of time for duration of project.	<ul style="list-style-type: none"> ○ Coordinate the scheduling of all of the Customer's resources. ○ Coordination of conference calls and meetings, as required. ○ Prepare training facilities and coordinate training sessions. ○ Coordinate completion of data development. ○ Coordinate completion of user acceptance testing.
Subject Matter Expert	Someone with intimate knowledge of the processes and procedures	75% of time for duration of project.	<ul style="list-style-type: none"> ○ Participation in the completion of the Operational Review. ○ Participation in all training sessions. ○ Assist PM with completion of user acceptance testing and data development.
System Administrator		25% of their time for the duration of the project.	<ul style="list-style-type: none"> ○ Procure and configure hardware to a TripSpark Ready specification as per each Software product's Tech Sheet (where available).

Resource	Description	Time Dedication	Tasks
			<ul style="list-style-type: none"> ○ Participate in System Administration training ○ Provide TripSpark Remote Desktop (RDP) over secured Virtual Private Network (VPN) access to servers where NovusDR and NovusDR databases will be installed.
Testers	Responsible for user acceptance testing	50% of their time during the testing phase of the project.	<ul style="list-style-type: none"> ○ Execute user acceptance testing.
End Users		50% of their time during the training and transition phase of the project.	<ul style="list-style-type: none"> ○ Participate in end user training.

Timeline

This implementation can be completed within approx. four (4) months from the kickoff call with Customer. During the operational review, a project plan will be prepared for each Software module.

Assumptions

The key assumptions that TripSpark has employed while determining the level of effort involved with this implementation are presented below:

- Bing maps will be used within the core algorithm for routing and scheduling purposes and consists of the following
 - Geocode or reverse geocode transactions will be charged at a cost of \$0.01 per transaction. Charges are invoiced quarterly on an on-going basis. Such variable costs are subject to change without notice.
 - The Bing map solution supports street routing and triangulation for calculating booking distance, however only triangulation for scheduling distance is used due to transaction costs and performance associated with running multiple scheduling scenarios.
- Data loading will be completed for Clients, Common Locations, Landmarks, and Client Registered Addresses.
- No more than four (4) super users will receive Booking and Scheduling Training

- No more than six (6) reservationists and six (6) dispatchers will receive Operations Training
- Software will be delivered ‘off the shelf’
- Microsoft SQL will be used for the database

EXHIBIT D: STATEMENT OF WORK

Statement of Work: Passenger Portal

This document defines the implementation services to be provided by TripSpark for the Customer, as well as the roles and responsibilities of the Customer’s staff and resources. All implementation services will be provided remotely, unless otherwise stated.

Unless otherwise indicated, TripSpark will provide ‘standard’ implementation services (project management, operational review, testing, installation, training, etc.) as defined by TripSpark. Any services beyond what is defined in this document will be considered out of scope, and a Change Order will be required. Any additional costs uncovered from a Change Order will be the responsibility of the Customer, work related to the Change Order will not commence until after software acceptance for this project. All implementation services, materials, and training will be provided in English, unless otherwise stated.

Overview

This implementation involves the following high-level tasks:

1. Operational Review
2. Software Installation and Configuration
3. Training
4. User Acceptance Testing
5. Go-Live
6. Post Go-live Customer care

Product Description

Passenger Portal is an add-on module to TripSpark’s demand response and medical products. It provides an on-line portal that allows passengers to view, book, schedule, and cancel their own bookings.

Specific functionality consists of:

1. Passenger Portal Core Software:
 - a. Passenger account management (backend Software)
 - b. Passenger profile management
 - c. Ability to view details of existing passenger bookings online
 - d. Ability to add and edit bulletins that passengers can view upon login
 - e. Help tab which displays common information that will be useful for passengers
 - f. Ability to add custom menu links
 - g. Administrator Settings to customize website settings and look and feel
2. Passenger Information:

- a. Upcoming Trips View – see current trip status and imminent arrival time
 - b. View location of bus on a map (when agency has MDTs or Tablets)
 - c. “I am Ready” button to notify dispatch of pending “Will Calls”
3. Trip Booking:
- a. Book a new trip
 - a. Book a one way or return trip for a single date
 - b. Request a recurring subscription trip
 - c. Enter in all relevant trip details: date, time, addresses, comments, mobility aids, space types, and additional passengers
 - d. Review trip details before requesting booking
 - e. Ability for the trip to be booked or scheduled depending on agency configuration

Operational Review

The operational review will involve a series of meetings and conference calls with Customer’s project team to discuss the business requirements.

The goal of the operational review is to:

- Review Customer business requirements and operational needs
- Review business processes to identify any takeaways that require mitigation strategies
- Provide any sample marketing materials that the Customer may be able to use
- Review the Scope of Work

The outcome is an operational review document (ORD) outlining the understanding gained from the meetings, identifying the deliverables, and the timing for the implementation as mutually agreed upon by the parties.

Software Installation and Configuration

Back Office

TripSpark will install the Software on Customer’s network. The Software will be installed once (1) within the test environment. TripSpark will also provide assistance with transitioning the Software to the production environment.

SSL Configuration

TripSpark will assist the Customer with SSL configuration provided the Customer has purchased an SSL certificate and already has a web domain available. TripSpark will assist the Customer with the SSL setup.

Customer is responsible for procuring their own web domain as well as an SSL certificate.

Training

Training provided will be based on TripSpark standard training agendas. Training methodology follows a train-the-trainer approach. Training sessions will vary in length dependent on topic. Training will be provided remotely, utilizing Zoom as the preferred platform. Each session can be attended by up to six (6) employees.

After each training session, Customer may be required to complete project work assignments that pertain to training material just covered and that are relevant to the operational characteristics of Passenger Portal at Customer location. Successful progression from each session to the next session is dependent upon diligent completion of project work assignments, by Customer, resulting from the previous training session. Each session builds upon mastery of material covered at the previous session.

- Up to four (4) hours of remote system administrator training
- Up to four (4) hours of remote advanced functionality training
- Up to one (1) day of remote training for users who will interact with Web via the Novus/PASS user interface

In addition to training, TripSpark will provide one (1) digital copy of all available user documentation. Customer is free to create copies of the documentation for their users.

Users will also have access to recorded training videos and online sessions provided through myTripSpark.com, as described in our standard support documentation.

Customer's resources are encouraged to participate in all training sessions related to their field.

For remotely accessed training sessions attendees will require:

- Networked computer with access to the internet
- Necessary Software (i.e., WebEx Customer) installed and ready to go
- For groups in a single room, LCD projector to display the material and computers per student with access to the test environment
- Telephone or headset and microphone for audio portion
- If the items above are not available, TripSpark will work with Customer to identify alternative arrangements.

User Acceptance Testing (UAT)

The final phase of the implementation will be user acceptance testing. This involves Customer utilizing the Software in the test environment to ensure the Software functions as specified in the documentation. It is estimated that User Acceptance Testing should take up to 2 (two) weeks. TripSpark will be available for support during this time if configuration changes are required. Customer is responsible to create use cases that best demonstrate common business processes in order to ensure testing is appropriately covering real business situations.

TripSpark will provide UAT templates created for general use which can be adapted by Customer for Customer's operationally specific use.

Upon completion of the UAT, TripSpark and the Customer will mutually agree upon a Soft Launch Go-Live date.

Go-Live Support

Soft Launch Go-Live

Before releasing the Passenger Portal for all passengers, we recommend asking a select group of passengers to test the website and assist with an additional round of troubleshooting. Basic testing for this group would include:

- Testing the registration process
- Viewing previous and upcoming trips
- Booking new trips online
- Any other feedback to enhance the functionality of the system

TripSpark will be available for support during this time if configuration changes are required.

Full Launch Go-Live

Upon completion of Soft Launch, the Customer can now invite all passengers to enroll and access the site. TripSpark will be available for support during this time if configuration changes are required.

Software Acceptance Period

The final phase of the implementation will be Software Acceptance testing while Software is in Production.

The Software Acceptance period is expected to be approximately ten (10) business days as outlined in the Software Acceptance section of this agreement.

Upon completion of Software Acceptance, Customer will be eligible to go into TripSpark's Customer care program.

Transition to Customer Care

Following Software Acceptance TripSpark will schedule a Transition meeting with the Customer to discuss ongoing Customer Care support. When Customer is in Customer care, Customer will be eligible for upgrades, 24/7 support, webinars, etc. subject to TripSpark's Customer Care policies.

TripSpark Resource Responsibilities

TripSpark will provide Project Management and Off-Site Support of the Passenger Portal application at Customer.

These services will consist of the following:

- The TripSpark Project Manager will provide bi-weekly reports to Customer's Project Manager. These reports will be based on TripSpark standards and will consist of; project team information, current status and next steps.
- For the duration of the implementation the TripSpark technical product expert will be available for consultation off-site via phone or email.

Customer's Resource Responsibilities

If Customer causes delays by not adhering to the below responsibilities and requirements listed in this SOW, and these delays result in additional service work being incurred by TripSpark, then TripSpark reserves the right to charge Customer additional services fees, which shall be the responsibility of the Customer.

The table below identifies the resource requirements for the Customer.

Resource	Description	Time Dedication	Tasks
Project Manager	The project manager coordinates all efforts between Customer and TripSpark	20% of time for duration of project.	<ul style="list-style-type: none"> ○ Coordinate the scheduling of all the Customer's resources. ○ Coordination of conference calls and meetings, as required. ○ Prepare training facilities and coordinate training sessions ○ Coordinate completion of data development ○ Coordinate completion of user acceptance testing.
Subject Matter Expert	Someone with intimate knowledge of the processes and procedures	75% of time for duration of project.	<ul style="list-style-type: none"> ○ Participation in the completion of the Operational Review. ○ Participation in all training sessions. ○ Assist PM with completion of user acceptance testing and data development.

Resource	Description	Time Dedication	Tasks
System Administrator		25% of their time for the duration of the project.	<ul style="list-style-type: none"> Procure and configure hardware to a TripSpark Ready as per each Software product's Tech Sheet (where available). Participate in System Administration training. Provide TripSpark Remote Desktop (RDP) over secured Virtual Private Network (VPN) access to servers where Novus and Novus databases will be installed.
Testers	Responsible for user acceptance testing	50% of their time during the testing phase of the project.	<ul style="list-style-type: none"> Execute user acceptance testing.
End Users	Examples: Dispatchers, Schedulers, Reservationists	50% of their time during the training and transition phase of the project.	<ul style="list-style-type: none"> Participate in end user training.

Timeline

TripSpark's Project Manager will reach out within four (4) weeks from the execution of this agreement in order to schedule a kick-off call. The kick-off call shall be scheduled as agreed upon by both parties.

TripSpark's Project Manager will reach out within two (2) weeks from the kick-off call in order to schedule the Operational Review. The Operational Review meeting shall be scheduled as agreed upon by both parties.

The services as outlined in this document can be completed within approximately three (3) months from the Operational Review. During the Operational Review, a project plan will be prepared for this software module.

Assumptions

- Customer is responsible for the purchase and installation of any required server hardware and Microsoft SQL databases, SQL must be used for the database. (servers shall be preconfigured to TripSpark's specifications)
- Software will be delivered 'off-the-shelf'. Off the shelf means:

Software will be installed “as-is” (no customizations) and existing functionality within the Software will be used or adapted for the needs of this project. Feature requests or improvements will be considered after Software Acceptance for this project is completed.

- It is assumed this software will take advantage of existing TripSpark infrastructure, data sources and software unless otherwise stated.
- Customer is responsible for providing a server for their test environment and production environment.
- Customer will provide physical servers or VMs that meet TripSpark’s minimum hardware specifications and network diagram that will be provided at the project Operational Review. If Customer chooses to use VMs Customer will be solely responsible for setting up, maintaining, diagnosing, or troubleshooting VMs.
- TripSpark does not provide any custom web markup or web design outside of items that can be configured in the administration pages.
- Customer is required to sign up and set up billing for their own Google account, in order to obtain a Google Maps Key
- The Feedback functionality of Passenger Portal can only function if the Customer has acquired Novus-COM
- Passenger Portal will be in English only unless otherwise contracted for additional languages

EXHIBIT D: STATEMENT OF WORK

Statement of Work: Novus Notifications (Outbound)

This document defines the services to be provided by TripSpark for the Customer, as well as the roles and responsibilities of the Customer's staff and resources. All services will be provided remotely, unless explicitly stated otherwise.

Unless otherwise indicated, TripSpark will provide 'standard' implementation services (project management, operational review, testing, installation, training, etc.) as defined by TripSpark.

Any services beyond what is defined in this document will be considered out of scope, and either an Amendment to the contract or a Work Order will be required. Any additional costs uncovered from the scope changes will be the responsibility of the Customer. Work related to the scope changes will not commence until after software acceptance for this project. All implementation services, materials, and training will be provided in English, unless otherwise stated.

Overview

This implementation involves the following high-level tasks:

- Operational Review
- Software Installation and Configuration
- Training
- User Acceptance Testing
- Go-Live Support

Product Description

Notifications is an add-on module to TripSpark's demand response and medical products. The Notifications software consists of a service and a configuration/monitoring application. The Notifications service communicates with Novus on the internal network, as well as cloud-based services to send/receive calls and text messages.

Specific functionality consists of:

4. Outbound Functionality
 - a. Next day trip reminders with ability to confirm/cancel via touch tone
 - b. Imminent arrival notifications
 - c. No show notifications
 - d. Trip booking confirmations
 - e. Mass notifications
 - f. Account Balance notifications if enabled
 - g. Provider notifications for trips cancelled in Novus if enabled

Operational Review

The operational review will involve a series of meetings and conference calls with the Customer's project team to discuss the business requirements.

The goal of the operational review is to:

- Review Customer business requirements and operational needs
- Review business processes to identify any takeaways that require mitigation strategies
- Provide any sample marketing materials that the Customer may be able to use
- Review the Scope of Work

The outcome is an operational review document (ORD) outlining the understanding gained from the meetings, identifying the deliverables, and the timing for the implementation as mutually agreed upon by the parties.

Software Installation and Configuration

TripSpark will install the software remotely on the Customer's network. The Software will be installed once (1) within the test environment. TripSpark will also provide assistance with transitioning the Software to the production environment.

The Customer may be required to add/modify port filtering rules in their firewall, to facilitate the communication between Novus, the Notifications service, and cloud-based services with TripSpark support as required. The Customer must have a test environment at their facility that can be used for testing new versions of the Software. The Customer's test environment must include a test version of Novus (complete with its database) that is configured the same way as in the production environment. It is the Customer's responsibility to ensure adequate user testing is completed before implementation of the Software in a live environment. It is also the Customer's responsibility to ensure that all tests are performed with test Voice/SMS numbers - not numbers of their actual Customers.

Training

Training provided will be based on TripSpark standard training agendas. Training methodology follows a train-the trainer approach. Training sessions will vary in length dependent on topic. Training will be provided remotely, utilizing Zoom as the preferred platform. Each session can be attended by up to six (6) employees.

- Up to four (4) hours of Remote System Administrator Training, consisting of:
 - Configuration and maintenance of administrative functions in the Notifications interface related to Notification Types, Communication Modes, Agency Information, Notifications, Customer Configuration, Email/Voice/SMS Parameters
- Up to four (4) hours of Remote Advanced Functionality and User Training, consisting of:
 - User training for front line staff, including overview of Notifications, types of messaging and what is required in Novus in order to trigger notifications

In addition to training, TripSpark will provide one (1) digital copy of all available user documentation. Customer is free to create copies of the provided documentation for their users.

Users will also have access to recorded training videos and online sessions provided through mytripspark.com, as described in our standard support documentation.

Customer's resources are encouraged to participate in all training sessions related to their field, as outlined in the Operational Review.

For remotely accessed training sessions attendees will require:

- Networked computer with access to the internet
- Necessary Software (i.e., WebEx Customer) installed and ready to go
- For groups in a single room, LCD projector to display the material and computers per student with access to the test environment
- Telephone or headset and microphone for audio portion
- If the items above are not available, TripSpark will work with Customer to identify alternative arrangements.

User Acceptance Testing (UAT)

Customer must complete testing of Notifications with internal testing accounts using local or agency phone numbers. It is estimated that User Acceptance Testing should take up to 2 (two) weeks. TripSpark will be available for support during this time if configuration changes are required. Customer is responsible for creating use cases that best demonstrate common business processes in order to ensure testing is appropriately covering real business situations.

TripSpark will provide UAT templates created for general use which can be adapted by Customer for Customer's operationally specific use.

Upon completion of the UAT, TripSpark and the Customer will mutually agree upon a Soft Launch Go-Live date.

Go-Live Support

Soft Launch Go-Live

Customer should enroll an ideal sample population of passengers in Notifications for a pilot run. These passengers are expected to provide quality feedback and thoroughly communicate their experiences. TripSpark will be available for support during this time if configuration changes are required.

Full Launch Go-Live

Upon completion of Soft Launch for Notifications, you can now enroll all passengers at their discretion. TripSpark will be available for support during this time if configuration changes are required.

Note: TripSpark highly discourages mass enrolments, in order to maintain HIPAA compliance. The recommended method is an opt-in approach where users can confirm phone numbers and email addresses prior to any notifications being sent.

Software Acceptance Period

The final phase of the implementation will be Software Acceptance testing while Software is in Production.

The Software Acceptance period is expected to be approximately ten (10) business days.

Upon completion of Software Acceptance, Customer will be eligible to go into TripSpark's Customer Care program.

Transition to Customer Care

Following Software Acceptance TripSpark will schedule a Transition meeting with the Customer to discuss ongoing Customer Care support. When Customer is in customer care, Customer will be eligible for upgrades, 24/7 support, webinars, etc. subject to TripSpark's Customer Care policies.

TripSpark Resource Responsibilities

TripSpark will provide Project Management and Off-Site Support of the Notifications application to Customer. These services will consist of the following:

- The TripSpark PM will provide bi-weekly reports to Customer's PM. These reports will be based on TripSpark standards and will consist of project team information, current status, and next steps.
- For the duration of the implementation the TripSpark technical product expert will be available for consultation off-site via phone or email.

Customer Resource Responsibilities

If Customer causes delays by not adhering to the below responsibilities and requirements listed in this SOW, and these delays result in additional service work being incurred by TripSpark, then TripSpark reserves the right to charge Customer additional services fees, which shall be the responsibility of the Customer.

The table below identifies the resource requirements for the Customer.

Resource	Description	Time Dedication	Tasks
Project Manager	The project manager coordinates all efforts between Customer and TripSpark	20% of time for duration of project.	<ul style="list-style-type: none">○ Coordinate the scheduling of all of the Customer's resources.

Resource	Description	Time Dedication	Tasks
			<ul style="list-style-type: none"> ○ Coordination of conference calls and meetings, as required. ○ Prepare training facilities and coordinate training sessions. ○ Coordinate completion of data development. ○ Coordinate completion of user acceptance testing.
Subject Matter Expert	Someone with intimate knowledge of the processes and procedures	75% of time for duration of project.	<ul style="list-style-type: none"> ○ Participation in the completion of the Operational Review. ○ Participation in all training sessions. ○ Assist PM with completion of user acceptance testing and data development.
System Administrator		25% of their time for the duration of the project.	<ul style="list-style-type: none"> ○ Procure and configure hardware to a TripSpark Ready specification as per each Software product's Tech Sheet (where available). ○ Participate in System Administration training ○ Provide TripSpark Remote Desktop (RDP) over secured Virtual Private Network (VPN) access to servers where Novus and Novus databases will be installed.
Testers	Responsible for user acceptance testing	50% of their time during the testing phase of the project.	<ul style="list-style-type: none"> ○ Execute user acceptance testing.
End Users		50% of their time during the training	<ul style="list-style-type: none"> ○ Participate in end user training.

Resource	Description	Time Dedication	Tasks
		and transition phase of the project.	

Timeline

TripSpark's Project Manager will reach out within three (3) weeks from the execution of this agreement in order to schedule a kick-off call. The kick-off call shall be scheduled as agreed upon by both parties.

TripSpark's Project Manager will reach out within two (2) weeks from the kick-off call in order to schedule the Operational Review. The Operational Review meeting shall be scheduled as agreed upon by both parties.

The services as outlined in this document can be completed within approximately three (3) months from the Operational Review. During the Operational Review, a project plan will be prepared for this software module.

Assumptions

The key assumptions that TripSpark has employed while determining the level of effort involved with this implementation are presented below.

- Customer is responsible for the purchase and installation of any required server hardware and Microsoft SQL databases, SQL must be used for the database. (servers shall be preconfigured to TripSpark's specifications)
- Software will be delivered 'off-the-shelf'. Off the shelf means:
 - Software will be installed "as-is" (no customizations) and existing functionality within the Software will be used or adapted for the needs of this project. Feature requests or improvements will be considered after Software Acceptance for this project is completed.
- Customer is responsible for the payment of fees associated with their usage of the Notifications Software
- Notifications are in English only
- It is assumed this Software will take advantage of existing TripSpark infrastructure, data sources and software unless otherwise stated
- Customer is responsible for providing a server for their test environment and production environment

- Customer will provide physical servers or VMs that meet TripSpark’s minimum hardware specifications and network diagram that will be provided at the project Operational Review. If Customer chooses to be use VMs Customer will be solely responsible for setting up, maintaining, diagnosing, or troubleshooting VMs. (If this is an on-premises installation).

EXHIBIT D: STATEMENT OF WORK

Statement of Work: DriverMate

This document defines the implementation services to be provided by TripSpark for the Customer, as well as the roles and responsibilities of the Customer’s staff and resources.

Unless otherwise indicated, TripSpark will provide ‘standard’ implementation services (project management, operational review, testing, installation, training, etc.) as defined by TripSpark. Any services beyond what is defined in this document will be considered out of scope, and a change order outlining any additional costs will be required. Any additional costs uncovered from a change order will be the responsibility of the Customer. All implementation Services, materials, and training will be provided in English, unless otherwise stated.

Overview

This implementation involves the following high-level tasks:

- Operational Review
- Software Installation and Configuration
- Training
- User Acceptance Testing
- Hardware Pilot
- Hardware Roll-Out
- Go-Live Support

Operational Review

The operational review will involve a series of meetings and conference calls with Customer’s project team to discuss the business requirements.

The goal of the operational review is to:

- Review Customer business requirements and operational needs
- Review business processes to identify any takeaways that require mitigate strategies
- Provide any sample marketing materials that the Customer may be able to use
- Review the Scope of Work and finalize project timelines and the project plan

The outcome is an operational review document (ORD) outlining the understanding gained from the meetings, identifying the deliverables, and the timing for the implementation as mutually agreed upon by the parties.

Software Installation and Configuration

TripSpark will install the Software remotely on the Customer's network. The Software will be installed once (1) within the test environment. TripSpark will also provide assistance with transitioning the Software to the production environment.

Customer must have a test environment at their facility that can be used for testing new versions of the Software. It is Customer's responsibility to ensure adequate user testing is completed before implementation of the Software in a live environment.

In-Vehicle

TripSpark will train Customer to load and configure the in-vehicle/remote Software.

Training

Training provided will be based on TripSpark standard training agendas. Training methodology follows a train-the trainer approach. Training sessions will vary in length dependent on topic. Training will be provided remotely, utilizing Zoom as the preferred platform. Each session can be attended by up to six (6) employees.

- Up to one (1) day of Driver Trainer Training
- Up to one (1) day of Dispatch Training
- Up to four (4) hours of Training in the Administrative functions of the Software.

In addition to training, TripSpark will provide one (1) digital copy of all available user documentation. Customer is free to create copies of the provided documentation for their users.

Users will also have access to recorded training videos and online sessions provided through mytripsark.com, as described in our standard support documentation.

Customer's resources are encouraged to participate in all training sessions related to their field, as outlined in the Operational Review.

For remotely accessed training sessions attendees will require:

- Networked computer with access to the internet
- Necessary Software (i.e., WebEx Customer) installed and ready to go
- For groups in a single room, LCD projector to display the material and computers per student with access to the test environment
- Telephone or headset and microphone for audio portion
- If the items above are not available, TripSpark will work with Customer to identify alternative arrangements.

User Acceptance Testing

The final phase of the implementation will be acceptance testing. This involves Customer utilizing the Software in the test environment to ensure the Software functions according to the Documentation.

We estimate the duration of user acceptance for this implementation to be approximately two (2) weeks.

Rollout

The Customer will install the hardware units on the fleet.

Go-Live

Go Live is critical to ensure the solution is adopted and used properly by staff, as often issues are not discovered until using a live environment with real-time conditions and situations. TripSpark will provide up to five (5) days of Go Live support as part of this SOW.

Software Acceptance Period

The final phase of the implementation will be Software Acceptance testing while Software is in Production.

The Software Acceptance period is expected to be approximately ten (10) business days.

Upon completion of Software Acceptance, Customer will be eligible to go into TripSpark's Customer Care program.

Transition to Customer Care

Following Software Acceptance TripSpark will schedule a Transition meeting with the Customer to discuss ongoing Customer Care support.

TripSpark Resource Responsibilities

TripSpark will provide Project Management and Off-Site Support of DriverMate at Customer. These services will consist of the following:

- The TripSpark PM will provide bi-weekly reports to Customer's PM. These reports will be based on TripSpark standards and will consist of; project team information, current status and next steps.
- For the duration of the implementation the TripSpark technical product expert will be available for consultation off-site via phone or email.

Customer Resource Responsibilities

If Customer causes delays by not adhering to the below responsibilities and requirements listed in this SOW, and these delays result in additional service work being incurred by TripSpark, then TripSpark reserves the right to charge Customer additional services fees, which shall be the responsibility of the Customer.

The table below identifies the resource requirements for the Customer.

Resource	Description	Time Dedication	Tasks
Project Manager	The project manager coordinates all efforts between Customer and TripSpark	20% of time for duration of project.	<ul style="list-style-type: none"> ○ Coordinate the scheduling of all of the Customer's resources. ○ Coordination of conference calls and meetings, as required. ○ Prepare training facilities and coordinate training sessions. ○ Coordinate completion of data development. ○ Coordinate completion of user acceptance testing.
Subject Matter Expert	Someone with intimate knowledge of the processes and procedures	75% of time for duration of project.	<ul style="list-style-type: none"> ○ Participation in the completion of the Operational Review. ○ Participation in all training sessions. ○ Assist PM with completion of user acceptance testing and data development.
System Administrator		25% of their time for the duration of the project.	<ul style="list-style-type: none"> ○ Procure and configure hardware to a TripSpark Ready specification as per each Software product's Tech Sheet (where available). ○ Participate in System Administration training ○ Provide TripSpark Remote Desktop (RDP) over secured Virtual Private Network (VPN) access to servers where DriverMate

Resource	Description	Time Dedication	Tasks
			and DriverMate databases will be installed.
Testers	Responsible for user acceptance testing	50% of their time during the testing phase of the project.	<ul style="list-style-type: none"> Execute user acceptance testing.
End Users		50% of their time during the training and transition phase of the project.	<ul style="list-style-type: none"> Participate in end user training.

Timeline

This implementation can be completed within approx. three (3) months from delivery of Tablet's at Customer assuming Novus DR is already in operational use. During the operational review, a project plan will be prepared for each Software module.

Assumptions

The key assumptions that TripSpark has employed while determining the level of effort involved with this implementation are presented below:

- Software will be delivered 'off-the-shelf'.
- The Google map data set embedded in Android will be used for DriverMate.
- Microsoft SQL will be used for the database.
- Customer is responsible for the installation and mounting of Android tablet devices.
- Customer is responsible for the purchase and maintenance of devices & wireless data plans from a public wireless carrier (500MB minimum, 1GB recommended per vehicle, per month: pooled plan)

EXHIBIT D: STATEMENT OF WORK

Statement of Work: Streets, MyRide

The following information defines the implementation Services to be provided by TripSpark for the Streets Software and Equipment as well as the effort that will be required from Customer staff and resources.

Unless otherwise indicated, TripSpark will provide ‘standard’ implementation Services (project management, operational review, testing, installation, training, etc.) as defined by TripSpark. Any special requirements will be considered a change request and processed through our standard change request system. The remainder of this Statement of Work (SOW) provides details concerning the tasks and effort required to support the Software and Equipment

Overview

This project will consist of the installation of TripSpark’s Ranger or myDrive Equipment hardware onto 14 (13 plus 1 spare) Fixed Route vehicles. The Software and Equipment will be implemented on a public cellular network. Also, part of this project is the introduction of TripSpark’s Streets Software into Customer’s day-to-day operations. The Software will be utilized to perform all day-to-day fixed route dispatching and scheduling functions. Unless otherwise noted, TripSpark will be providing its standard Software with no customizations.

Fixed Route

This portion of the project will involve the full installation and commissioning of the following Equipment on the entirety of the fleet of fixed route vehicles:

- TripSpark Ranger or myDrive mobile data terminals.

The Ranger or myDrive Equipment will be configured to communicate with the TripSpark Software via a public cellular data network.

Passenger Information

MyRide will offer passengers near real-time information regarding the current fixed route vehicle position through a publicly accessible website or through the use of SMS text messages. The information that is displayed by MyRide is derived from the data that is gathered via Ranger or myDrive and passed to Streets Software. TripSpark will ensure that the Streets Software is accurately passing information to MyRide Software. Customer will be responsible for educating the public on the use of the MyRide website and SMS service.

In addition to near real-time updates on vehicle position, the MyRide website offers an automated trip planning service integrated with Google Maps and SMS or e-mail alerts to notify subscribers in real-time every day. TripSpark will provide the standard MyRide website offering but will customize the website with the Customer's branding logo and colors.

Users will be able to text "<Keyword> <Route name> <Stop code>" to a SMS code to receive near real-time information about the next buses at that stop. The restrictions on each portion of the text message are as follows:

- Keyword – 3-5 characters subject to availability
- Route name – max 5 characters, alpha numeric (recommend 2 numeric or less).
- Stop code – max 10 characters, alpha numeric (recommend 4 numeric or less),
- SMS code – short code (5 digits) or long code (10 digits) depending on Customer plan chosen

Example: Text "Blue 13 2103" to 41411

TripSpark will provide the current production release of the MyRide Software.

Products To Be Delivered

THE EQUIPMENT TO BE IMPLEMENTED AS PART OF THIS PROJECT ARE IDENTIFIED BELOW:

1. Ranger– Mobile Data Terminal or myDrive (see below for details concerning Hardware configuration).
2. XGate/XMobile Manager Software
3. Streets CAD/AVL Software – 2 workstation licenses – including:
 - a. Streets Scheduling Tool
 - b. Streets Reports
 - c. Streets Google GTFS Static Export
 - d. ESRI Map Data
4. Streets MyRide Passenger Information Software

The Software will be provided 'off-the-shelf'. Features and functions of the Software will conform to those outlined in the Documentation.

Equipment Configuration for Fixed Route Vehicles

The TripSpark Ranger or myDrive Equipment

Equipment and Software Deliverables – Fixed Route Pilot and Rollout

- (14) Ranger MDTs (Internal modem, GPS, Wi-Fi) or myDrive
- (14) Mounting Brackets
- (14) Cabling
- (14) Mobile Application License
- (14) In-vehicle Variable Message Signs
- (14) XGate per Unit License
- (14) XMobileManager per Unit License
- (1) USB Programming Kit
- (1) Training Kit

Documentation Deliverables

- TripSpark will supply its standard Documentation as part of this project.

Roles and Responsibilities of Each Party

To support this project, TripSpark will follow the project methodology specified below. Unless otherwise indicated below, all other implementation Services will be TripSpark's 'standard' implementation Services as defined by TripSpark. Any special requirements not specified below may be considered a change request and processed through our standard change request process.

Travel expenses have been quoted based on a minimum of 2 weeks' notice for travel dates. Insufficient travel notice will result in additional travel expenses being incurred by Customer to cover the higher cost of last minute travel.

TripSpark

General

- Act as single point of contact for Customer during implementation, including for third-party subcontractors

Equipment

- Deliver in-vehicle Equipment and training according to project plan
 - Subcontract and manage installation of in-vehicle Equipment. Installations will occur during regular business hours only.
 - Configure in-vehicle Equipment for operation with the Software
 - Provide troubleshooting support as required

Software

- Install Streets Software
- Install XGate and XMM Software
- Provide TripSpark's standard MyRide Software described above
- Software will be delivered 'off-the-shelf'

Customer

General

- Be responsible for any third party interface fees and Software updates to enable J1708 communication (if required) to existing 3rd party Equipment.
- Be responsible for existing equipment on its buses not provided explicitly by TripSpark, and any repairs or replacements required for existing equipment meant to interface to TripSpark's Software. This includes emergency switches, existing cabling, existing equipment, and interfaces, etc. if not explicitly supplied by TripSpark.
- Obtain necessary permits or permissions for any activities requiring outside authorization
- Purchase/provide any power converters required for in-vehicle Equipment if necessary
- Provide a safe and secure location to store in-vehicle components prior to installation
- Provide a test environment at their facility that can be used for testing new versions of the Software. It is Customer's responsibility to ensure adequate user testing is completed before implementation of the Software in a live environment.

Operations

- Provide GIS base maps, information on bus stop locations and bus route data
- Work with the installer, Maintenance, and TripSpark to select Equipment locations in each vehicle
 - Final location selection will be determined by the city
 - Cabinets are recommended but not mandatory – Equipment can be mounted on existing bus framework within the driver cockpit if desired
- Choose and schedule vehicles for installation once the rollout schedule is confirmed by all stakeholders (TripSpark, Customer, and the installer)
- Provide the vehicles for installation and a workspace for the installer at a single central location
- Data entry/verification including but not limited to stops, routes, schedules, and timepoints

Maintenance

- Perform troubleshooting with assistance from the TripSpark project team as required
- Work with the installer, Operations, and TripSpark to select Equipment locations in each vehicle
- Maintain all in-vehicle Equipment once installed by TripSpark

Information Technology

- Supply any non-specialized hardware (servers, workstations, monitors, etc.) required for hosting and accessing the Streets Software
- Modify internal network to ensure proper communications between Streets Software servers and workstations if necessary
- Configuration of router/firewall to allow two-way IP-based communications with the mobile devices
- Provide TripSpark with access to Streets Software servers via the internet (e.g., VPN, PCAnywhere, etc.) for remote troubleshooting/support

- Procure a public cellular network contract with a TripSpark supported provided for in-vehicle Equipment to communicate with central servers

Resource Requirements

TripSpark

The table below identifies the resource requirements for TripSpark.

Resource	Description	Time Dedication	Tasks
Project Manager	Coordinates all implementation efforts on the TripSpark side. Single point of contact at TripSpark for Customer.	<ul style="list-style-type: none"> • 70% of time for duration of project. 	<ul style="list-style-type: none"> • Create and maintain project plan. • Coordinate delivery of hardware and Software deliverables according to project plan. • Coordinate the scheduling of all TripSpark resources. • Communicate requirements for Customer resources. • Management of subcontractors to ensure tasks are completed on schedule. • Schedule and manage conference calls and meetings. • Coordinate training sessions. • Coordinate completion of data development. • Coordinate acceptance testing. • Ensure TripSpark invoices in a timely fashion after milestone completion.
In-vehicle Deployment Specialist	Responsible for implementing Equipment.	<ul style="list-style-type: none"> • 40% of time for duration of Ranger or myDrive/CAD-AVL implementation, up to 60% during Design, Execution, and 	<ul style="list-style-type: none"> • Populate the hardware kits. • Assist installer in prototyping the install of the hardware on the vehicles. • Configure hardware. • Troubleshoot issues, if required.

Resource	Description	Time Dedication	Tasks
		Testing and Installation phases.	<ul style="list-style-type: none"> • Participation in training sessions as needed.
Fixed end / Central System Deployment Specialist	Responsible for implementing Software.	<ul style="list-style-type: none"> • 40% of their time for duration of Ranger or myDrive/CAD-AVL implementation, up to 60% during Design, Execution, and Testing and Installation phases. 	<ul style="list-style-type: none"> • Lead resources during Engineering and Design phase • Install and configure Software. • Participation in training sessions as needed.

Customer

The table below identifies the resource requirements for Customer.

Resource	Description	Time Dedication	Tasks
Project Manager	Coordinates all efforts between Customer and TripSpark. Main point of contact for TripSpark.	<ul style="list-style-type: none"> • 40% of their time for duration of project. 	<ul style="list-style-type: none"> • Coordinate the scheduling of all of Customer resources. • Coordination of conference calls and meetings, as required. • Prepare training facilities. • Coordinate training sessions. • Coordinate completion of data development. • Coordinate completion of user acceptance testing. • Coordinate payment of TripSpark invoice in a

Resource	Description	Time Dedication	Tasks
			timely fashion (30 days from receipt of invoice).
Subject Matter Expert	Someone with intimate knowledge of the operator and mechanical processes and procedures at Customer.	<ul style="list-style-type: none"> • 30% of their time during Planning, Design, Execution, and Testing phases. 	<ul style="list-style-type: none"> • Participation in the completion of the Operational Review. • Participation in all training sessions. • Assist PM with completion of user acceptance testing and data development.
System Administrators	Business and Technical Administrators of the Software	<ul style="list-style-type: none"> • 25% of their time for the duration of the project. 	<ul style="list-style-type: none"> • Procure and configure hardware to a “TripSpark Ready State” (i.e., operating system and RDBMS installed, connected to the network, servers and workstations configured, etc. as per each Software product’s Tech Sheet (where available)). • Participate in installation and configuration of Software • Implement and test recommended network infrastructure • Participate in system administration training.
Testers	Responsible for user acceptance testing	<ul style="list-style-type: none"> • 40% of their time during the Testing phase of the project. 	<ul style="list-style-type: none"> • Execute user acceptance testing.
End Users		<ul style="list-style-type: none"> • 40% of their time during the Training and 	<ul style="list-style-type: none"> • Participate in end user training.

Resource	Description	Time Dedication	Tasks
		Transition phase of the project.	

Project Methodology and Work Plan

TripSpark will adapt its standard project methodology to include the requirements from Customer. The phases for this project will be:

- Phase 1 – Project Initiation,
- Phase 2 – System Design
- Phase 3 – Project Execution,
 - Phase 3a – Project Testing and Installation,
 - Phase 3b – Training and Transition.
- Phase 4 – Transition to Maintenance (System Acceptance)

Phase I: Project Initiation

Prior to any Services being performed by TripSpark, Customer will be required to provide an executed purchase order (PO) for the value of the project.

Customer Responsibilities

- Project Budget,
- System requirements as identified by TripSpark to operate the Software and Equipment in accordance with the Documentation,
- Schedule Customer personnel for Project Kick-Off and Preliminary Design Review meetings.

Resources required from Customer to complete these tasks include:

Customer Project Manager, Customer Project Sponsors/Steering Committee/Executives, Customer Procurement and Legal

Phase II: System Design

During this phase, TripSpark will organize a series of formal meetings with Customer stakeholders to execute the project kick-off meeting, on-site surveys, and review the System Design Document (SDD).

Kick-off Meeting

The kick-off meeting is used to gather key stakeholders to review the scope, schedule, and expectations for this project.

Operational Review

The goal of this meeting will be to review business processes (scheduling/operations), Customer selection of available data (mapping/GIS, bus stops, vehicle types, ancillary data, etc.), review of existing website and future plans, discussion of various strategies (training/testing/deployment), roll-out (and roll-back) plans and finalize project timelines and milestones.

Vehicle Survey

TripSpark performs a detailed survey of the installation location and each vehicle type for installation to determine the exact details for the installation of the Equipment. The information from the surveys is used to design and produce the vehicle installation drawings and guides for use during the actual installations.

Network Survey

TripSpark will perform an on-site survey to complete a detailed analysis of Customer's existing infrastructure including current network design, physical space, cooling and power availability, and security requirements. Following the site survey, a complete set of design drawings will be generated.

System Design Document

The SDD consists of individual submittals for each phase of the System as described hereunder and is delivered at the end of this phase.

Customer Responsibilities

- Participate with TripSpark during on-site surveys, SDD meetings,
- Provide documentation on business processes,
- Communicate business processes and onsite contractor policies,
- Highlight critical processes related to the operation of the Software,
- Participate in review of the SDD documentation to ensure accuracy and completeness,
- Approve submissions in a timely fashion.

Resources required from Customer to complete these tasks include:

Customer Project Manager, Customer Project Sponsors/Steering Committee/Executives, Customer Marketing executive and (if necessary) hosting partner technical resources, Customer Project Champions/Business Leads (Operations, Maintenance, Security, IT, etc.)

Phase III: Project Execution

Following the approval of the System Design documentation package, the project will move into the execution phase. During the execution phase, the following activities occur network hardware procurement, data load and role configuration and system staging, mobile hardware manufacturing and staging, and Software installation

and integration testing. A pilot phase and a rollout phase are included as parts of the project execution phase overall.

TripSpark will install the Software on Customer servers. The Equipment will be pre-programmed based on the requirements gathered in the previous phases. The Mobility Software may be adjusted during the pilot. After the pilot, Customer will use TripSpark's XMM Software to push out any Software changes on the Equipment.

Streets Reports will be installed in this phase along with the other Software.

Customer Responsibilities

- Regular status updates,
- Provide assistance as necessary,
- Procurement and configuration of required hardware (in a TripSpark ready state),
- Status updates,
- Participate in training (as required),
- Provide suitable training environment,
- Provide access to network/hardware as required,
- Participation in the creation of use cases,
- Provision of necessary data (GIS, schedules, etc.)

Resources required from Customer to complete these tasks include:

Customer Project Manager, Customer Project Champions/Business Leads (Operations, Maintenance, Security, IT, etc.), Customer end users

Phase IIIa: Testing and Installation

Prototype Testing and Installation Testing

At this stage, a subset of the vehicles will be installed and used to confirm that all Equipment operates in accordance with the Documentation. After deficiencies have been corrected, all in-vehicle Equipment will be installed on the entire fleet.

TripSpark specialists will support the installer, who will install all in-vehicle hardware on vehicles.

Customer is responsible for scheduling the fleet of vehicles to receive the installation once the rollout schedule is confirmed by all stakeholders (TripSpark, Customer, and the installer). Should any vehicles be made unavailable during any of the confirmed installation schedules, Customer may substitute a different vehicle so the number of vehicles available for install remains the same. If no other vehicle is available for substitution, the cost of additional time and resource for separate installs will be considered out of scope and will require a change order.

TripSpark will perform Installation Testing on each pilot vehicle after installation is complete to confirm operation of Equipment in accordance with the Documentation. Any installation testing required for rollout vehicles is Customer's responsibility. At a minimum, the installation test for each unit shall consist of (as applicable): power-up/power-down tests; log-on/log-off tests; verification of major functions, and verification of operational interfaces to other devices. Any deficiencies shall be rectified before the initiation of SAT (see below). *Once an installation is completed and passes the installation test, all further hardware troubleshooting will be accomplished by Customer's maintenance staff. TripSpark will be available for consultation until System Acceptance.*

Customer Responsibilities

- Assigning a point of contact and a location for delivery of Equipment,
- Scheduling installation of vehicles,
- Participation in the prototype testing,
- Participation in installation testing (if desired for pilot vehicles)
- Completion of installation testing (if desired for rollout vehicles)
- Participation on SAT,

Resources required from Customer to complete these tasks include:

Customer Project Manager, Customer Project Champions/Business Leads (Operations, Maintenance, Security, IT, etc.), Customer Maintenance/Vehicle Inspection Team

Phase IIIb: Training and Transition

Training will be based on TripSpark standard training agendas in coordination with Customer driver trainers. Training sessions will vary in length dependent on topic. TripSpark will also provide instructions, Documentation and support necessary to train a system administrator (specified by Customer) on troubleshooting and diagnostic techniques.

Refer to Appendix A for curricula of TripSpark's standard training sessions. The following training sessions are supplied as part of this project:

- Streets CAD/AVL overview training - 1.5 - 2 hours. Includes Dispatch overview and insight into Ranger or myDrive capabilities as well for 360 view of operations.
- Streets CAD/AVL dispatch training – Up to three (3) 2.5-hour sessions maximum of 6 attendees/session
- in-vehicle training for drivers – up to three (3) 1.5 hour train the trainer sessions maximum of 10 attendees/session
- System administration training - Up to one (1) 4 hours of remote training for Admin; Up to two (2) 4-hours remote training for Schedule

- Maintenance/installation training - Up to 4-hours of training
- Streets CAD/AVL reports training – Up to 3-hours remote training approx. 1 month after pilot week
- Streets MyRide Training – Up to 3 Hours of remote training after pilot week and once roll out has commenced.

In addition to training, TripSpark will supply one (1) digital copy of all available user manuals. Customer is free to create copies of the manual for their users. TripSpark will also provide printed and electronic material as ‘quick reference guides’ for certain aspects of the Software.

Users will also have access to recorded training videos and online sessions provided through myTripSpark.com, as described in TripSpark’s Documentation.

Ideal training environments include:

- One workstation with access to all TripSpark Software.
- LCD projector
- Training units for trainees and trainer

If the items above are not available, TripSpark will work with Customer to make alternative arrangements.

Customer Responsibilities

- Schedule employees to receive training
- Provide resources necessary for classroom training (proper room, PCs for training, etc.)

Resources required from Customer to complete these tasks include:

Customer Project Manager, Customer Project Team (Operations, Maintenance, Security, IT, etc.), Customer Maintenance/Vehicle Inspection Team, Customer Operations, Customer Dispatch and Supervisors

Phase 4: Transition to Maintenance (System Acceptance)

System Acceptance Testing (SAT)

Once all available vehicles have been installed the SAT will be carried out as per TripSpark’s standard procedures. The purpose of the SAT is to ensure that the Software and Equipment operate as specified in the Documentation. Criteria for SAT acceptance will be based on TripSpark’s standard SAT criteria and governed by the Software acceptance provisions of the Agreement between Customer and TripSpark.

Assumptions:

- TripSpark will supply its standard Documentation as part of this project.
- Software will be delivered ‘off-the-shelf’.

- Microsoft SQL must be used for all required databases.
- The Software will be provided ‘off-the-shelf’. Features and functions of the Software will conform to those outlined in the provided Documentation.
- Travel expenses have been quoted based on a minimum of 2 weeks’ notice for travel dates. Insufficient travel notice will result in additional travel expenses being incurred by Customer to cover the higher cost of last-minute travel.
- Customer shall obtain necessary permits or permissions for any activities requiring any 3rd-party or outside authorization.
- Customer shall utilize a test environment with their Streets software system that can be used for testing new versions of the Software. It is Customer’s responsibility to ensure adequate user testing is completed before implementation of any Software in a live environment.
- Unless otherwise noted, all implementation services, materials and training will be provided in English.
- Unless otherwise noted, all implementation Services are provided during TripSpark’s business hours.
- Unless otherwise noted, TripSpark will be providing its default Software solutions with no customizations and will take advantage of any existing data sources and software that are available.
- Customer will be responsible for all dispatcher workstation hardware needed for the CAD/AVL system. Workstations shall be preconfigured to TripSpark’s specifications.
- If Customer chooses to go with an on-premises software solution, Customer will provide and configure all server and workstation hardware needed for the CAD/AVL system prior to installation. Customer must provide TripSpark access to install the central software remotely into Customer’s server environment. Customer will modify their internal network to ensure high-speed communications between the servers and the mobile devices. Customer shall utilize a test environment with their system that can be used for testing new versions of the software. It is Customer’s responsibility to ensure adequate user testing is completed before implementation of the software in a live environment.
- Customer will be responsible for the SMS fees and IVR fees (if applicable), which are based on monthly usage by riders of the MyRide passenger information system.
- TripSpark’s Ranger or myDrive Equipment can use its embedded LTE modem for data communications. There is also the option of using a cellular router supplied by TripSpark or Customer. If a router is present, TripSpark’s system will use the router for wireless communication by means of an Ethernet connection to a spare port on the router. Customer is responsible for acquiring Ethernet cables.

- Customer will be responsible for providing data plans for the Ranger or myDrive with the carrier of their choice that provides a minimum of 100 MB per Ranger or myDrive per month. Pooled M2M plans are recommended. TripSpark will be available for consultation and must confirm the selected carrier.
- Customer will provide information on bus stop locations and bus route data.
- Customer will choose and schedule the vehicles for installation at a single central location once the schedule is confirmed by all stakeholders.
- Customer shall provide a safe and secure location to store in-vehicle components prior to and during installation.
- Customer will not write to or modify the Streets database
- TripSpark will assist Customer with the initial input of the stop and route data while also training Customer staff on this task, so they are able to perform maintenance on their system after system acceptance. Data entry/verification may include but is not limited to stops, routes, schedules, and time-points.
- Customer will be responsible for maintaining all in-vehicle equipment once installed by TripSpark and be responsible for the swap-out maintenance of in-vehicle equipment during and after the warranty period, without expense to TripSpark. Customer will perform troubleshooting with assistance from the TripSpark project team as required.
- Customer and/or their designated Maintenance personnel, together with the Installer and TripSpark, will select equipment mounting locations in each vehicle. Final selection will be determined by Customer.

EXHIBIT D: STATEMENT OF WORK

Statement of Work: Streets Service Interruptions

The following information defines the implementation Services to be provided by TripSpark for the Streets Service Interruptions Software as well as the effort that will be required from Customer staff and resources.

Unless otherwise indicated, TripSpark will provide ‘standard’ implementation Services (project management, operational review, testing, installation, training, etc.) as defined by TripSpark. Any special requirements will be considered a change request and processed through our standard change request system.

Overview

THIS IMPLEMENTATION INVOLVES THE FOLLOWING HIGH LEVEL TASKS:

1. Project Design
2. Software Installation and Configuration
3. System Administrator Training
4. Go-live Support

The key assumptions that TripSpark has employed while determining the level of effort involved with this implementation are presented below.

- Customer is responsible for the purchase and installation of any required server hardware (servers shall be preconfigured to TripSpark's specifications)
- Software will be delivered 'off-the-shelf'
- Microsoft SQL will be used for the database
- Streets version must be V6.1 or higher

The remainder of this Statement of Work (SOW) provides details concerning the tasks and effort required to support the tasks described above.

In addition, it is assumed this Software will take advantage of existing TripSpark infrastructure, data sources and Software unless otherwise stated.

Timeframe

This implementation can be completed within approx. three (3) months from installation of the Software at Customer. During the operational review, a project plan will be prepared for each Software module.

TripSpark Implementation Services

The implementation Services below will be provided by TripSpark. All implementation Services, materials and training will be provided in English, unless otherwise stated.

Project Design

Project design will involve a series of meetings and conference calls with Customer's project team to discuss the following items:

Existing infrastructure (back office, network, cellular, etc.)

Current operational environment (policies/procedures) as they relate to detours.

Software configuration

Testing and Training requirements

Finalize project timelines

Final project plan, test, training, and transition strategies

Evaluation of current version of Streets and determine if upgrade is necessary

Review of configuration files for the necessary provider statements

Software Installation and Configuration

Back Office

TripSpark will perform the following:

- Prepare and test client and server configurations
- Create a test instance with client data. Test service interruptions.
- Install at Customer site
 - Create test interruptions
 - Test client-server communication
 - Verify the database commits and table structure

TripSpark will install the Software remotely on the Customer's network. The Software will be installed once (1) within the test environment. TripSpark will also provide assistance with transitioning the Software to the production environment.

Customer must have a test environment at their facility that can be used for testing new versions of the Software. It is Customer's responsibility to ensure adequate user testing is completed before implementation of the Software in a live environment.

Training

Training provided will be based on TripSpark standard training agendas. Training sessions will vary in length dependent on topic. Each session can be attended by up to six (6) employees.

- Up to eight (8) hours of remote Service Interruptions Training

In addition to training, TripSpark will provide one (1) hard copy and one (1) digital copy of all available user Documentation. Customer is free to create copies of the hard copy Documentation for their users. TripSpark will also provide printed and electronic material in the form of 'quick reference guides' for certain aspects of the Software.

Users will also have access to recorded training videos and online sessions provided through myTripSpark.com, as described in our standard support Documentation.

TripSpark Off-Site Services

TripSpark will provide Project Management and Off-Site Support Services for up to three (3) months from delivery of the Web application to the Customer. These Services will consist of the following:

- The TripSpark PM will provide bi-weekly reports to Customer's PM. These reports will be based on TripSpark standards and will consist of project team information, current status and next steps.
- For the duration of the implementation the TripSpark technical product expert will be available for consultation off-site via phone or email.

Customer Services

The following tasks will be the responsibility of the Customer. These items will need to be completed in order to support the introduction of the Software.

Prior to any work being performed by TripSpark, Customer will be required to execute the TripSpark license and maintenance agreements and as amended and provide an executed purchase order (PO) for the value of the project.

Project Design

Customer's staff will be required to participate in the required conference calls and meetings. In advance of the conference calls, Customer's staff may be required to collect information and respond to a simple survey.

Training

Customer's resources are encouraged to participate in all training sessions related to their field, as outlined in the Operational Review.

FOR REMOTELY ACCESSED TRAINING SESSIONS ATTENDEES WILL REQUIRE:

Networked computer with access to the internet

Necessary Software (i.e., Webex client) installed and ready to go

For groups in a single room, LCD projector to display the material and computers per student with access to the test environment

Telephone or headset and microphone for audio portion

If the items above are not available, TripSpark will work with Customer to identify alternative arrangements.

Acceptance Testing

The final phase of the implementation will be acceptance testing. This involves Customer utilizing the Software in the test environment to ensure the Software functions according to the Documentation.

We estimate the duration of user acceptance for this implementation to be approximately one (1) week.

Customer's Resource Requirements

The table below identifies the resource requirements for the Customer.

Resource	Description	Time Dedication	Tasks
Project Manager	The project manager coordinates all efforts between Customer and TripSpark.	20% of time for duration of project.	<ul style="list-style-type: none"> ○ Coordinate the scheduling of all of the Customer's resources. ○ Coordination of conference calls and meetings, as required. ○ Prepare training facilities. ○ Coordinate training sessions. ○ Coordinate completion of data development. ○ Coordinate completion of user acceptance testing. ○ Payment of TripSpark invoice in a timely fashion (30 days from milestone completion).
Subject Matter Expert	Someone with intimate knowledge of the processes and procedures	25% of time for duration of project.	<ul style="list-style-type: none"> ○ Participation in the completion of the Operational Review. ○ Participation in all training sessions. ○ Assist PM with completion of user acceptance testing and data development.
System Administrator		10% of their time for the duration of the project.	<ul style="list-style-type: none"> ○ Procure and configure hardware to a 'TripSpark Ready State' (i.e., operating system and RDBMS installed, connected to the network, servers and workstations configured, etc. as per each Software product's Tech Sheet (where available)).

Resource	Description	Time Dedication	Tasks
			<ul style="list-style-type: none"> ○ Participate in System Administration training.
Testers	Responsible for user acceptance testing	50% of their time during the testing phase of the project.	<ul style="list-style-type: none"> ○ Execute user acceptance testing.
End Users		50% of their time during the training and transition phase of the project.	<ul style="list-style-type: none"> ○ Participate in end user training.

EXHIBIT D: STATEMENT OF WORK

Statement of Work: Streets Web Services

The following information defines the implementation Services to be provided by TripSpark for the Streets Web Services Software as well as the effort that will be required from Customer staff and resources.

Unless otherwise indicated, TripSpark will provide ‘standard’ implementation Services (project management, operational review, testing, installation, training, etc.) as defined by TripSpark. Any special requirements will be considered a change request and processed through our standard change request system.

Overview

THIS IMPLEMENTATION INVOLVES THE FOLLOWING HIGH LEVEL TASKS:

1. Up to half (0.5) a day of project management services consisting of off-site preparation and documentation
2. Up to two and a half (2.5) days of remote services for software installation and configuration

The key assumptions that TripSpark has employed while determining the level of effort involved with this implementation are presented below.

- Customer is responsible for the purchase and installation of any required server hardware (servers shall be preconfigured to TripSpark's specifications)
- Customer will provide a list of static IP Addresses (at least 1) from which Streets Web Services will be accessed once in production
- Software will be delivered 'off-the-shelf'; no customizations are included. Streets Web Services will provide at least:
 - o GPS location of individual bus
 - o Time stamp of GPS location
 - o Route on which the bus is operating
- Customer will be responsible for connecting to and interpreting the above information feed
- Customer will ensure proper industry standard procedures are used when connecting to web services to avoid putting excess strain on the Streets database and infrastructure
- Customer will not write to or modify the Streets database
- Streets version must be V6.4 or higher

The remainder of this Statement of Work (SOW) provides details concerning the tasks and effort required to support the tasks described above.

In addition, it is assumed this Software will take advantage of existing TripSpark infrastructure, data sources and Software unless otherwise stated.

Timeframe

This implementation can be completed within approx. one (1) month from installation of the Software at Customer. During the operational review, a project plan will be prepared.

TripSpark Implementation Services

The implementation Services below will be provided by TripSpark. All implementation Services, materials and training will be provided in English, unless otherwise stated. Any Services not explicitly defined below are not included in this SOW and will incur additional charges.

Travel expenses (if applicable) have been quoted based on a minimum of 2 weeks' notice for travel dates. Insufficient travel notice will result in additional travel expenses being incurred by Customer to cover the higher cost of last minute travel.

Project Design

Project design will involve a series of meetings and conference calls with Customer's project team to discuss the following items:

Existing infrastructure (back office, network, cellular, etc.)

Software configuration

Testing requirements

Finalize project timelines

Final project plan, test, training, and go-live strategies

Evaluation of current version of Streets and determine if upgrade is necessary

Software Installation and Configuration

Back Office

TripSpark will perform the following:

- Prepare server configurations
- Enable Streets Web Services at Customer site
 - Set up Streets Web Services page in IIS on the designated Customer server
 - Test communication with that server internally (and externally if applicable)

TripSpark will install the Software remotely on the Customer's network.

It is Customer's responsibility to ensure adequate user testing is completed before Streets Web Services is used by any third party applications.

TripSpark Off-Site Services

TripSpark will provide Project Management and Off-Site Support Services for up to one (1) month from delivery of the Web application at Customer. These Services will consist of the following:

- The TripSpark PM will provide bi-weekly reports to Customer's PM. These reports will be based on TripSpark standards and will consist of project team information, current status and next steps.
- For the duration of the implementation the TripSpark technical product expert will be available for consultation off-site via phone or email.

Customer Services

The following tasks will be the responsibility of the Customer. These items will need to be completed in order to support the introduction of the Software.

Customer will provide a list of static IP Addresses (at least 1) representing servers that will access Streets Web Services.

Project Design

Customer's staff will be required to participate in the required conference calls and meetings. In advance of the conference calls, Customer's staff may be required to collect information and respond to a simple survey.

Acceptance Testing

The final phase of the implementation will be acceptance testing. This involves TripSpark and the Customer utilizing a testing tool to ensure Streets Web Services returns expected results. Expected Results will be based on TripSpark Web Services API documentation.

- "Webservices - FixedRouteRealtime- Methods Only V03"
- "Webservices - FixedRouteStatic- Methods Only V03"

The following methods will be tested:

- Static GetSchedules()
- Static GetRoutesbySchedule(scheduleKey)
- Static GetStopsbySchedule(scheduleKey)
- Realtime GetVehicles(applicationID)
- Realtime GetNextDepartTimesAtStop(applicationID, stopCode, numberOfResults)

We estimate the duration of user acceptance for this implementation to be approximately one (1) day.

Customer's Resource Requirements

The table below identifies the resource requirements for the Customer.

Resource	Description	Time Dedication	Tasks
Project Manager	The project manager coordinates all efforts between Customer and TripSpark.	20% of time for duration of project.	<ul style="list-style-type: none">○ Coordinate the scheduling of all of the Customer's resources.○ Coordination of conference calls and meetings, as required.

Resource	Description	Time Dedication	Tasks
			<ul style="list-style-type: none"> ○ Coordinate completion of data development. ○ Coordinate completion of user acceptance testing. ○ Payment of TripSpark invoice in a timely fashion (30 days from milestone completion).
Subject Matter Expert	Someone with intimate knowledge of the processes and procedures	25% of time for duration of project.	<ul style="list-style-type: none"> ○ Assist PM with completion of user acceptance testing and data development.
System Administrator		10% of their time for the duration of the project.	<ul style="list-style-type: none"> ○ Procure and configure hardware to a 'TripSpark Ready State' (i.e., operating system and RDBMS installed, connected to the network, servers and workstations configured, etc. as per each Software product's Tech Sheet (where available)).
Testers	Responsible for user acceptance testing	50% of their time during the testing phase of the project.	<ul style="list-style-type: none"> ○ Execute user acceptance testing.

EXHIBIT D: STATEMENT OF WORK

Statement of Work: Streets GTFS Real Time

The following information defines the implementation Services to be provided by TripSpark for the Streets GTFS Real Time Software as well as the effort that will be required from Customer staff and resources.

Unless otherwise indicated, TripSpark will provide 'standard' implementation Services (project management, operational review, testing, installation, training, etc.) as defined by TripSpark. Any special requirements will be considered a change request and processed through our standard change request system.

Overview

THIS IMPLEMENTATION INVOLVES THE FOLLOWING HIGH LEVEL TASKS:

1. Up to half (0.5) a day of project management services consisting of off-site preparation and documentation
2. Up to two (2.0) days of remote services for software installation and configuration
3. Up to half (0.5) a day of remote support services after delivery

The key assumptions that TripSpark has employed while determining the level of effort involved with this implementation are presented below.

- Customer is responsible for the purchase and installation of any required server hardware (servers shall be preconfigured to TripSpark's specifications)
- Software will be delivered 'off-the-shelf'; no customizations are included.
- Customer will not write to or modify the Streets database
- Streets version must be V6.4 or higher

The remainder of this Statement of Work (SOW) provides details concerning the tasks and effort required to support the tasks described above.

In addition, it is assumed this Software will take advantage of existing TripSpark infrastructure, data sources and Software unless otherwise stated.

Timeframe

This implementation can be completed within approx. one (1) month from installation of the Software at Customer.

During the operational review, a project plan will be prepared.

TripSpark Implementation Services

The implementation Services below will be provided by TripSpark. All implementation Services, materials and training will be provided in English, unless otherwise stated. Any Services not explicitly defined below are not included in this SOW and will incur additional charges.

Travel expenses (if applicable) have been quoted based on a minimum of 2 weeks' notice for travel dates.

Insufficient travel notice will result in additional travel expenses being incurred by Customer to cover the higher cost of last minute travel.

Project Design

Project design will involve a series of meetings and conference calls with Customer's project team to discuss the following items:

Existing infrastructure (back office, network, cellular, etc.)

Software configuration

Testing requirements

Finalize project timelines

Final project plan, test, training, and go-live strategies

Evaluation of current version of Streets and determine if upgrade is necessary

Software Installation and Configuration

Back Office

TripSpark will perform the following:

- Prepare server configurations
- Enable Streets GTFS Real Time at Customer site
 - Enable and Configure Streets to Utilize GTFS Real Time
 - Set up a method through which GTFS Real Time Files are uploaded to a location which Google can access.

TripSpark will install the Software remotely on the Customer's network.

TripSpark Off-Site Services

TripSpark will provide Project Management and Off-Site Support Services for up to one (1) month from delivery of the Web application at Customer. These Services will consist of the following:

- The TripSpark PM will provide bi-weekly reports to Customer's PM. These reports will be based on TripSpark standards and will consist of: project team information, current status and next steps.
- For the duration of the implementation the TripSpark technical product expert will be available for consultation off-site via phone or email.

Customer Services

The following tasks will be the responsibility of the Customer. These items will need to be completed in order to support the introduction of the Software.

- Customer will use the Google Partnerdash to configure Google's access to GTFS Real Time Files generated and uploaded, as described above
- Customer will be responsible for hosting GTFS-RT files on a webserver owned and operated by the Customer if they so choose.

Project Design

Customer's staff will be required to participate in the required conference calls and meetings. In advance of the conference calls, Customer's staff may be required to collect information and respond to a simple survey.

Acceptance Testing

The final phase of the implementation will be acceptance testing. This involves ensuring that Streets GTFS Time generates files as defined by the GTFS Real Time Specification

We estimate the duration of user acceptance for this implementation to be approximately one (1) day.

Customer's Resource Requirements

The table below identifies the resource requirements for the Customer.

Resource	Description	Time Dedication	Tasks
Project Manager	The project manager coordinates all efforts between Customer and TripSpark.	20% of time for duration of project.	<ul style="list-style-type: none">○ Coordinate the scheduling of all of the Customer's resources.○ Coordination of conference calls and meetings, as required.○ Coordinate completion of data development.○ Coordinate completion of user acceptance testing.○ Payment of TripSpark invoice in a timely fashion (30 days from milestone completion).
Subject Matter Expert	Someone with intimate knowledge of the processes and procedures	25% of time for duration of project.	<ul style="list-style-type: none">○ Assist PM with completion of user acceptance testing and data development.
System Administrator		10% of their time for the duration of the project.	<ul style="list-style-type: none">○ Procure and configure hardware to a 'TripSpark Ready State' (i.e., operating system and RDBMS installed, connected to the network, servers and workstations)

Resource	Description	Time Dedication	Tasks
			configured, etc. as per each Software product's Tech Sheet (where available)).
Testers	Responsible for user acceptance testing	50% of their time during the testing phase of the project.	<ul style="list-style-type: none"> Execute user acceptance testing.

EXHIBIT E: MAINTENANCE FEES

Long Term Support Fees

Paratransit Software

Software Maintenance	Year 1	Year 2	Year 3	Year 4	Year 5
NovusDR (Core)	\$12,376	\$12,995	\$13,644	\$14,327	\$15,043
DriverMate	\$3,445	\$3,617	\$3,798	\$3,988	\$4,187
Passenger Portal (Core)	\$1,528	\$1,604	\$1,684	\$1,768	\$1,857

Trip Booking (Booking & Cancellation)	\$2,233	\$2,344	\$2,461	\$2,584	\$2,714
Notifications (Core, Outbound)	\$3,467	\$3,641	\$3,823	\$4,014	\$4,214

Streets Software

Software Maintenance	Year 1	Year 2	Year 3	Year 4	Year 5
*Streets CAD/AVL	\$11,970	\$12,569	\$13,197	\$13,857	\$14,550
*In-Vehicle MDT	\$1,365	\$1,433	\$1,505	\$1,580	\$1,659
Web Services	\$4,725	\$4,961	\$5,209	\$5,470	\$5,743
MyRide/Dynamic Passenger Information	\$2,574	\$2,702	\$2,838	\$2,979	\$3,128
MyRide Native Apps	\$1,938	\$2,034	\$2,136	\$2,243	\$2,355
GTFS Real Time Feed	\$4,242	\$4,454	\$4,677	\$4,911	\$5,156
Digital Route Book	\$798	\$838	\$880	\$924	\$970
Service Interruptions	\$4,515	\$4,741	\$4,978	\$5,227	\$5,488

Note:

1. The above identified first five (5) years Software maintenance fees correspond to Software and associated operational metrics of license use as identified in Exhibit A of this Agreement. Year 1 Software maintenance fees are due upon individual System acceptance or Software acceptance, as applicable, pursuant to Section 5 of the Agreement (System and Software Acceptance). Upon expiry of the individual Year 5 Software maintenance terms, annual Software maintenance shall be subject to program availability and then current TripSpark pricing.

EXHIBIT F: RETURN MATERIALS AUTHORIZATION ("RMA")

All items returned to TripSpark must have the following information presented prior to the issuing of a Return Material Authorization ("RMA") number. The reason for return (as specific as possible), the item(s) part number(s), serial number, and Customer contact. For vehicles installed TripSpark Equipment please provide the vehicle id, vehicle make/model and vehicle year.

RETURN MATERIAL AUTHORIZATION ("RMA") REQUEST

Customers who have TripSpark Equipment needing repair, having received TripSpark approval for the repair shall follow the procedure outlined below:

Buyer (or authorized representative) has TripSpark Equipment needing repair.

Buyer (or authorized representative) provides to TripSpark: Part Number, Serial Number, and Detailed Problem Description with Unit by logging onto www.MyTripSpark.com and selecting "Request an RMA" on the left side. You will need to enter the following information:

- a) Serial number
- b) corresponding problem description for each device being returned
- c) return shipping address
- d) billing address

A complete and accurate description of the condition or problem of the component or unit and the initial trouble shooting shall be done by the Customer (or authorized representative).

The Customer (or authorized representative) shall ship the unit and CRG (Customer Returned Goods) form to:

Trapeze Software Group, Inc. d.b.a. TripSpark Technologies
5265 Rockwell Dr NE
Cedar Rapids, IA 52402
Attention: RMA Department

For International shipments, please include a commercial invoice to prove place of origin for the repair.

Packing

- Customer (or authorized representative) places all TripSpark Equipment (EXCEPT IVLU's) in a nonstatic bag along with a copy of RMA form. IVLU's shall be sent in an ESD static sensitive bag. TripSpark will provide non-static bags at Customer's request. Customer shall place a copy of the CRG Form, which shall be provided by TripSpark at the time of the RMA request, inside the box or taped to the outside of the bag of the unit being returned. Customer (or authorized representative) shall pack all returned units carefully, using packing peanuts and bubble wrap when necessary. All returns are Customer property and must be protected during shipping and through the entire return process.
- Use the values on the commercial invoice for entering the 'Value for Customs' on shipping forms (for international shipments)
- Do not enter a 'Total Declared Value for Carriage'. (For International shipments)
- Mark the RMA number on the top of the outside boxes.
- Attach one copy of the commercial invoice to each box (for international shipments)
- Attach the waybill.

Please note:

- TripSpark will provide proper packaging at a nominal fee if the units are not sent to us in original packaging or if the packaging is damaged.

- Customer is responsible for shipping to and from TripSpark on all non-warranty/non-maintenance repairs and per the agreement on warranty/maintenance repairs.
- If the quantity or serial numbers are not filled out correctly on the commercial invoice, customs may hold the shipment, or the shipment may be refused.

If you have any questions, please contact our Customer Care Department (cc@tripspark.com)



City of Lawton

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Commentary

File #: 23-997

Agenda Date: 11/7/2023

Agenda No: 3.

ITEM TITLE:

Receive a presentation for introducing micro-transit availability within Lawton and Fort Sill and take action as necessary.

INITIATOR: Charlotte Brown, Community Services Director

STAFF INFORMATION SOURCE: Ryan Landers, LATS General Manager

BACKGROUND: The Mayor has asked LATS to look into the possibility of utilizing micro-transit vehicles when the fixed route buses are not operating.

EXHIBIT: Presentation will be provided at the Council meeting.

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Receive a presentation for introducing micro-transit availability within Lawton and Fort Sill and take action as necessary.