

AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS SECOND AMENDMENT TO THE CONTRACT SERVICES AGREEMENT FOR MAINTENANCE AND SUPPORT OF AUDIO/VISUAL EQUIPMENT (the "Second Amendment") by and between the **CITY OF CARSON** ("City") and **ELECTROSONIC, INC.**, a Minnesota corporation (hereinafter "Consultant" and/or "Electrosonic") is effective as of the 1st day of January, 2018.

RECITALS

A. City and Contractor entered into that certain Contract Services Agreement for Maintenance and Support of Audio/Visual Equipment dated January 1, 2016 ("Agreement") for a one (1) year term to expire on December 31, 2016, whereby Contractor agreed to provide maintenance and support of audio/visual equipment Services for compensation in a not-to-exceed amount of \$120,220.

B. City and Contractor amended the Agreement for the first time ("First Amendment") on January 1, 2017, so as to: extend the term by one (1) year; establish an additional not-to-exceed amount of \$120,220 for Services provided from January 1, 2017 through December 31, 2017; and, replace the list of equipment covered from January 1, 2016 through December 31, 2016 for onsite service labor for trouble-shooting, with a new list of equipment covered from January 1, 2017 through December 31, 2017 for onsite service labor for trouble-shooting, while otherwise maintaining all other provisions of the Agreement.

C. City and Contractor now desire to amend the Agreement a second time ("Second Amendment") so as to: extend the term for another two (2) years, and to establish an additional not-to-exceed amount of \$245,000 for Services provided from January 1, 2018 through December 31, 2019, while otherwise maintaining all other provisions of the Agreement.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text is identified in *bold italics*, deleted text in ~~strike through~~).

a) Section 2.1, entitled "Contract Sum," is amended as follows:

"2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount for the first year of service from January 1, 2016 through December 31, 2016 of One Hundred Twenty Thousand Two Hundred Twenty Dollars (\$120,220), ~~and for the second year of service from January 1, 2017 through December 31, 2017 of One Hundred Twenty Thousand Two Hundred Twenty Dollars (\$120,220),~~ *for the third and four year of service from January 1, 2018 through December 31, 2019 of Two Hundred Forty-Five Thousand Dollars (\$245,000),* for a total not-to-exceed amount for *four* ~~two~~ years of service of *Four Hundred Eighty Five Thousand Four Hundred Forty (\$485,440)* ~~Two Hundred and Forty Thousand Four Hundred and Forty Dollars (\$240,440)~~ ("Contract Sum")."

b) Section 3.4, entitled "Term," is amended as follows:

"3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ~~two (2) years~~ *four (4) years* from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D")."

c) Section V, of Exhibit "C" which is entitled "Schedule of Compensation," is amended as follows:

"The total compensation for the Services (pursuant to Section I and Section II of Exhibit "A," Scope of Services) shall not exceed ~~\$485,440~~ *\$240,440* (~~annual compensation not to exceed \$120,220~~), as provided in Section 2.1 of this Agreement."

d) Exhibit "A-1" which is entitled "Covered Equipment List," is replaced in its entirety for the term of service from January 1, 2018 through December 31, 2019, with a new Exhibit "A-1" which is entitled "Covered Equipment List," attached hereto and incorporated herein by this reference.

e) Section I, of Exhibit A, which is entitled "Scope of Services," is amended as follows:

"Electrosonic will perform the following services for the flat annual fee of ~~\$22,500~~ *\$20,220*, such services to be compensated for pursuant to Section II of Exhibit "C," Schedule of Compensation:"

f) Section I, of Exhibit C, which is entitled "Schedule of Compensation," is amended as follows:

"Consultant shall perform all services described in Section I of Exhibit "A," Scope of Services, for an annual flat fee of ~~\$22,500~~ *\$20,220*. The annual fee shall be paid monthly in twelve (12) equal payments of ~~\$1,875~~ *\$1,685*, pursuant to invoice."

g) Section III, of Exhibit C, which is entitled "Schedule of Compensation," is amended as follows:

"Consultant shall perform all services described in Section II of Exhibit "A," Scope of Services, for specified fees and/or rates agreed upon in writing with the Contract Officer prior to performance of each requested service, for an aggregate annual amount paid for all such services not-to-exceed \$100,000, to be paid for through City of Carson PEG Account No. ~~47-50-615-006-8003~~ *0150615006*."

h) Section II(C), of Exhibit A, which is entitled "Scope of Services," is amended as follows:

"Such on-call services to be provided, at the request in writing of the Contract Officer pursuant to requirement by the City Council, are to be paid for through City of Carson PEG Account No. ~~47-50-615-006-8003~~ *0150615006* through invoices submitted pursuant to Section IV of

Exhibit "C," Schedule of Compensation. Prior to the Contract Officer agreeing in writing to the fees and/or rates to be charged by Electrosonic for the performance of a requested on-call service, the Contract Officer shall confirm that adequate funds remain allocated in City PEG Account No. ~~47-50-615-006-8003 0150615006~~ to cover the entire anticipated cost to the City."

2. **Continuing Effect of Agreement.** Except as amended by this Agreement, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Contractor represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Contractor that, as of the date of this Amendment, Contractor is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation


Albert Robles, Mayor

ATTEST:


Donesia Gause, City Clerk


APPROVED AS TO FORM:
ALESIRE & WYNDER, LLP



Sunny K. Soltani, City Attorney
[CFN]



CONSULTANT:

ELECTROSONIC, INC. a Minnesota corporation


By: Name: ~~Jim Bowie~~ Bryan Hinckley
Title: CEO President

By: Name: Scott Meyer 
Title: CFO
Address: 12400 Whitewater Drive, Suite 140
Minnetonka, MN 55343

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On Jan 30th, 2018 before me, CreCIA Mathalia, personally appeared Scott Meyer, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal/

Signature: CreCIA Mathalia



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
	TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))		DATE OF DOCUMENT
		SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On Jan. 30th, 2018 before me, Creia Mathalia personally appeared Byron Hinckley proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Creia Mathalia



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<p>CAPACITY CLAIMED BY SIGNER</p> <p><input type="checkbox"/> INDIVIDUAL</p> <p><input type="checkbox"/> CORPORATE OFFICER</p> <p>_____ TITLE(S)</p> <p><input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL</p> <p><input type="checkbox"/> ATTORNEY-IN-FACT</p> <p><input type="checkbox"/> TRUSTEE(S)</p> <p><input type="checkbox"/> GUARDIAN/CONSERVATOR</p> <p><input type="checkbox"/> OTHER _____</p> <p>SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))</p> <p>_____</p> <p>_____</p>	<p>DESCRIPTION OF ATTACHED DOCUMENT</p> <p>_____ TITLE OR TYPE OF DOCUMENT</p> <p>_____ NUMBER OF PAGES</p> <p>_____ DATE OF DOCUMENT</p> <p>_____ SIGNER(S) OTHER THAN NAMED ABOVE</p>
--	--

EXHIBIT "A-1"

COVERED EQUIPMENT LIST

CONTROL ROOM				
IDX	ID	MANUFACTURER	MODEL	DESCRIPTION
1	ALS01-01	LISTEN	LT-800-072-01	Assisted Listening Receiver
2	AMP01-01	CROWN	CTs-600	70V 'Power Amplifier
3	AMP02-01	TOA	A-912MK2	70V 'Power Amplifier
4	AMP03-01	TOA	P-912MK2	70V 'Power Amplifier
5	AMP04-01	EXTRON	XPA 2001	70V 'Power Amplifier
6	AMP05-01	RDL	RU-MLD4T	Audio Distribution Amplifier
7	ANT01-01	SHURE	UA844-SWB	Antenna Distribution System
8	CLK02-01	DSAN	PRO-2000	Speaker Timer Controller
9	CNV01-01	EXTRON	DSC HD-3G A	HDMI to SDI Scaler
10	CNV02-01	EXTRON	USP 405	Analog Video Signal Scaler
11	CNV03-01	MAXCOM	MAX 3257 T	Broadcast Transmitter
12	CNV04-01	GE	B746AVR	Fiber Extender Receiver
13	CNV05-01	EXTRON	IN1502	Signal Converter
14	CNV06-01	ATLONA	AT-HD420	Signal Converter
15	CPU01-01	HP	MIS2021	PC For Camera Switching Interface
16	CPU02-01	DELL	PRECISION T3610	PC For Presentation System Interface
18	CTL01-01	CRESTRON	CP3N	Control Processor
19	CTL02-01	CRESTRON	PRO2	Control Processor
20	CTL03-01	CRESTRON	TPS-GA-TPI	Control System Interface
21	CTL04-01	CRESTRON	TPS-TPI	Control System Interface
22	DSP01-01	BIAMP	AUDIA FLEX	Audio Digital Signal Processor
23	DSP01-02	BIAMP	AUDIA FLEX	Audio Digital Signal Processor
24	DVD01-01	SONY	SLV-D560P	DVD/VHS combo Player
25	EXT02-02	CRESTRON	DM-Tx-201-C	DM Extender Transmitter
26	FPB01-01	CORNING	FIBER PATCH	Patch Panel
27	FPB02-01	ADC	FIBER PATCH	Patch Panel
28	GEN01-01	BLACKMAGIC	CONVMSYNC	Sync Generator
29	GEN02-01	SIGMA	TSG-490	Test Signal Generator
30	HDP01-01	AJA	KIPRO	Portable HD Recording Player
31	MIC02-01	SHURE	SLX4	Wireless Mic Receiver
32	MIC02-02	SHURE	SLX4	Wireless Mic Receiver
33	MIC02-03	SHURE	SLX4	Wireless Mic Receiver
34	MIC02-04	SHURE	SLX4	Wireless Mic Receiver
35	MON01-01	JVC	DTR17L4D	Broadcast Rackmount Monitor
36	MON01-02	JVC	DTR17L4D	Broadcast Rackmount Monitor
37	MON02-01	ELO	2201L	32" Touch Monitor
38	MON03-01	HP	ELITE E201	24" LCD Monitor
39	NET01-01	TRENDNET	TPE-T160	POE Network Switch
40	NET01-02	TRENDNET	TPE-T160	POE Network Switch
42	NET03-01	DSAN	PSL-PB6	For Timer Communications
43	PWR01-01	MAP	PD-915R	Rackmount Power Supply
44	PWR01-02	MAP	PD-915R	Rackmount Power Supply
45	PWR01-03	MAP	PD-915R	Rackmount Power Supply
46	PWR01-04	MAP	PD-915R	Rackmount Power Supply
47	PWR02-01	MAP	PDS-620R	Rackmount Power Supply
48	PWR03-02	CRESTRON	CNPWS-75	Cresnet Power Supply 75W

50	SDP02-01	KAON	KTF-S660HDCO	Sreaming Media Player
51		CISCO	SG300-28	Gigabit Switch
53	SPK04-01	WOHLER	AMP1A	Audio Monitor Speaker
54	UPS01-01	APC	SMART UPS 2200	Uninterruptible Power Supply
55	VSW01-01	BLACKMAGIC	ATEM 2 M/E	Broadcast Switcher
56	VSW02-01	CRESTRON	DM 16X16	Digital Media Matrix Switcher
57	VSW03-01	EXTRON	SMX SERIES SWITCHER	Multiplane Matrix Switcher Frame
71		SHURE	SLX1	Bodypack Transmitter
72		SHURE	SLX1	Bodypack Transmitter
73		SHURE	SLX1	Bodypack Transmitter
74		SHURE	SLX1	Bodypack Transmitter
75		SHURE	SM58	WL Handheld Mic for SLX4
76		SHURE	SM58	WL Handheld Mic for SLX4
77		SHURE	SM58	WL Handheld Mic for SLX4
78		SHURE	SM58	WL Handheld Mic for SLX4
79		CRESTRON	DMC-C	8G+ Input Card for DM 16X16
80		CRESTRON	DMC-C	8G+ Input Card for DM 16X16
81		CRESTRON	DMC-C	8G+ Input Card for DM 16X16
82		CRESTRON	DMC-C	8G+ Input Card for DM 16X16
83		CRESTRON	DMC-C	8G+ Input Card for DM 16X16
84		CRESTRON	DMC-C	8G+ Input Card for DM 16X16
85		CRESTRON	DMC-C	8G+ Input Card for DM 16X16
86		CRESTRON	DMC-HD	HDMI Input Card for DM 16X16
87		CRESTRON	DMC-HD	HDMI Input Card for DM 16X16
88		CRESTRON	DMC-HD	HDMI Input Card for DM 16X16
89		CRESTRON	DMC-VID-BNC	Video Input Card for DM 16X16
90		CRESTRON	DMC-DVI	DVI/RGB Input Card for DM 16X16
91		CRESTRON	DMC-DVI	DVI/RGB Input Card for DM 16X17
92		CRESTRON	DMC-DVI	DVI/RGB Input Card for DM 16X18
93		CRESTRON	DMC-SDI	SDI Input Card for DM 16X16
94		CRESTRON	DMC-SDI	SDI Input Card for DM 16X16
95		EXTRON	SMX 88 V	8X8 Composite Matrix Plane
96		EXTRON	SMX 1616 V	16X16 Composite Matrix Plane
97		EXTRON	SMX 88 A	8X8 Audio Matrix Plane
98		EXTRON	SMX 1616 A	16X16 Audio Matrix Plane
99		TELVUE	HYPERCASTER B1000-IPTV	Broadcast Video Server
100		TELVUE	PROVUE HD DIGITAL	IP Decoder
101		BLACKMAGIC	MINI-SDI-TO-ANALOG	Analog Mini Converter
102		DRAKE	PEG-NE24-IP-C	MPEG/H.264 Encoder
103		EXTRON	DVI DA2	Two Output DVI DA
104		ELO	2201L	22" Touch Screen Monitor

CHAMBERS

IDX	ID	MANUFACTURER	MODEL	DESCRIPTION
1	CAM01-01	PANASONIC	AWHE120KPJ	HD PTZ Camera
2	CAM01-02	PANASONIC	AWHE120KPJ	HD PTZ Camera
3	CAM01-03	PANASONIC	AWHE120KPJ	HD PTZ Camera
4	CAM01-04	PANASONIC	AWHE120KPJ	HD PTZ Camera
5	CLK01-01	DSAN	ASL4-ND3	LED Clock Display
6	CLK01-02	DSAN	ASL4-ND3	LED Clock Display

7	CLK01-03	DSAN	ASL4-ND3	LED Clock Display
8	CLK03-01	DSAN	PSL-20V	Podium Signal Light
9	CTL05-01	CRESTRON	CNHBLOCK	Cresnet Distribution Amp
10	CTL05-02	CRESTRON	CNHBLOCK	Cresnet Distribution Amp
11	CTL07-01	CRESTRON	CNXB4B	Four Button Panel
12	CTL07-02	CRESTRON	CNXB4B	Four Button Panel
13	CTL07-03	CRESTRON	CNXB4B	Four Button Panel
14	CTL07-04	CRESTRON	CNXB4B	Four Button Panel
15	CTL07-05	CRESTRON	CNXB4B	Four Button Panel
16	CTL07-06	CRESTRON	CNXB4B	Four Button Panel
18	CTL07-08	CRESTRON	CNXB4B	Four Button Panel
19	CTL07-09	CRESTRON	CNXB4B	Four Button Panel
20	CTL07-10	CRESTRON	CNXB4B	Four Button Panel
21	CTL07-11	CRESTRON	CNXB4B	Four Button Panel
22	DOC01-01	ELMO	HV-3000XG	Digital Presenter
23	EXR01-01	CRESTRON	DM-RMC-SCALER-C	Scaling Extender Receiver
24	EXR02-01	CRESTRON	DM-RMC-100-C	DM Extender Receiver
25	EXR02-02	CRESTRON	DM-RMC-100-C	DM Extender Receiver
26	EXR02-03	CRESTRON	DM-RMC-100-C	DM Extender Receiver
27	EXT01-01	CRESTRON	DM-TX-C-2B-B-T	DM Wall Plate Transmitter
28	EXT01-02	CRESTRON	DM-TX-C-2B-B-T	DM Wall Plate Transmitter
29	EXT01-03	CRESTRON	DM-TX-C-2B-B-T	DM Wall Plate Transmitter
30	EXT01-04	CRESTRON	DM-TX-C-2B-B-T	DM Wall Plate Transmitter
31	EXT01-05	CRESTRON	DM-TX-C-2B-B-T	DM Wall Plate Transmitter
32	EXT02-01	CRESTRON	DM-TX-201-C	DM Extender Transmitter
33	LCD01-01	NEC	V651	65" LCD Monitor
34	LCD01-01	SAMSUNG	LN52A530	52" LCD TV
35	LCD01-02	SAMSUNG	LN52A530	52" LCD TV
36	MIC01-01	SHURE	MX418	18" Gooseneck Microphone
37	MIC01-02	SHURE	MX418	18" Gooseneck Microphone
38	MIC01-03	SHURE	MX418	18" Gooseneck Microphone
39	MIC01-04	SHURE	MX418	18" Gooseneck Microphone
40	MIC01-05	SHURE	MX418	18" Gooseneck Microphone
42	MIC01-07	SHURE	MX418	18" Gooseneck Microphone
43	MIC01-08	SHURE	MX418	18" Gooseneck Microphone
44	MIC01-09	SHURE	MX418	18" Gooseneck Microphone
45	MIC01-10	SHURE	MX418	18" Gooseneck Microphone
46	MIC01-11	SHURE	MX418	18" Gooseneck Microphone
47	MIC01-12	SHURE	MX418	18" Gooseneck Microphone
48	MIC01-13	SHURE	MX418	18" Gooseneck Microphone
50	MIC01-15	SHURE	MX418	18" Gooseneck Microphone
51	MIC01-16	SHURE	MX418	18" Gooseneck Microphone
54	MIC01-19	SHURE	MX418	18" Gooseneck Microphone
55	MIC01-20	SHURE	MX418	18" Gooseneck Microphone
56	MIC01-21	SHURE	MX418	18" Gooseneck Microphone
57	MIC01-22	SHURE	MX418	18" Gooseneck Microphone
58	MON04-01	HP	1530	15" LCD Monitor
71	TSC02-01	CRESTRON	TPS 6	Touch Panel
72	VDA01-01	EXTRON	P/2 DA6 PLUS	VGA Distribution Amplifier
73	VDA01-02	EXTRON	P/2 DA6 PLUS	VGA Distribution Amplifier
74	SPK01-01	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker

75	SPK01-02	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
76	SPK01-03	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
77	SPK01-04	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
78	SPK01-05	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
79	SPK01-06	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
80	SPK01-07	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
81	SPK01-08	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
82	SPK01-09	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
83	SPK01-10	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
84	SPK01-11	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
85	SPK01-12	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
86	SPK01-13	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
87	SPK01-14	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
88	SPK01-15	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
89	SPK01-16	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
90	SPK01-17	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
91	SPK01-18	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
92	SPK01-19	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
93	SPK01-20	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
94	SPK01-21	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
95	SPK01-22	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
96	SPK01-23	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
97	SPK01-24	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
98	SPK01-25	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
99	SPK01-26	ELECTRONIC DESIGN	CT-8BH	Ceiling Speaker
100	SPK02-1	JBL	CONTROL23T	70V Wall Mounted Speaker
101	SPK02-2	JBL	CONTROL23T	70V Wall Mounted Speaker
102	SPK02-3	JBL	CONTROL23T	70V Wall Mounted Speaker
103	SPK02-4	JBL	CONTROL23T	70V Wall Mounted Speaker
104	SPK02-5	JBL	CONTROL23T	70V Wall Mounted Speaker
105	SPK04-01	SOUND ADVANCE	CT10 BHT	Ceiling Speaker
106	CTL06-01	CRESTRON	TPS-IMPC	Video Interface Module

ELSEWHERE

IDX	MANUFACTURER	MODEL	DESCRIPTION
1	Crestron	C2N-VEQ4	Volume Controller
2	Dell	PowerEdge 650	Rackmount PC
3	Dell	Poweredge R710	Server
4	Extron	VSC 700	Video Scan Converter
5	Extron	Crosspoint 300 1616	RGBHV/Audio matrix switcher
6	FOR.A	FA-220	Time Base Corrector
7	Grass Valley	Unknown	Cardframe
8	Hotronic	AP41	Frame Synchronizer
9	JVC	TM1050PND?	10 inch color monitor
10	JVC	TM1050PND?	10 inch color monitor
11	JVC	TM1050PND?	10 inch color monitor
12	JVC	TM1050PND?	10 inch color monitor
13	Lectrosonics	AM16/12	Automatic Matrix Mixer
14	Lectrosonics	AM16/12	Automatic Matrix Mixer
15	Motorola	DCT-2000	Digital Cable Tuner
16	Panasonic	AW-RP605A/AW-RP615A	Camera Control Panel

18	Panasonic	AW-PS300	Camera Power Supply
19	Panasonic	AW-PS300	Camera Power Supply
20	Panasonic	AW-PS300	Camera Power Supply
21	Panasonic	AW-PS300	Camera Power Supply
22	RTS Systems	416	Audio Distribution Amplifier
23	Shure	DFR11EQ	Feedback Reducer
24	Shure	DFR11EQ	Feedback Reducer
25	Shure	DFR11EQ	Feedback Reducer
26	Videotek	Prodigy	Composite Video Switcher
27	Videotek	TVM-675	Waveform Vectorscope
28	Videotek	VDA-16	Video Distribution Amp
29	Videotek	VDA-16	Video Distribution Amp
30	Sharp	LC-60LE661U(Limited Manf. Warranty)	Flat Panel Display
31	Sharp	LC-80LE661U(Limited Manf. Warranty)	Flat Panel Display
32	Sharp	LC-80LE661U(Limited Manf. Warranty)	Flat Panel Display
33	Sharp	LC-80LE661U(Limited Manf. Warranty)	Flat Panel Display
34	Teq AVIT	WiPS710-ENT	Wireless IP Receiver
35	Teq AVIT	WiPS710-ENT	Wireless IP Receiver
36	Teq AVIT	WiPS710-ENT	Wireless IP Receiver
37	Teq AVIT	WiPS710-ENT	Wireless IP Receiver
38	Teq AVIT	HiP150	IP TX/RX pair
39	Teq AVIT	HiP150 Rx	IP RX
40	Teq AVIT	HiP150 Rx	IP RX

Page 5 of 5



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Associated Benefits and Risk Consulting, LLC
6000 Clearwater Drive
Minnetonka MN 55343

CONTACT NAME: Kathy Wagner**PHONE**
(A/C, No, Ext): 952-947-9700**FAX**
(A/C, No): 952-947-9793**E-MAIL**
ADDRESS: Kathy.Wagner@AssociatedBRC.com**INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** Falvey Cargo Underwriting**INSURER B:** Charter Oak Fire Insurance Company

25615

INSURER C: Traveiers Property Casualty Company of America

25674

INSURER D:**INSURER E:****INSURER F:**

INSURED
Electrosonic, Inc.
12400 Whitewater Drive, Suite 140
Minnetonka MN 55343

COVERAGES**CERTIFICATE NUMBER:** 1694784969**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	830-468M3732	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BA-468M3732	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP-9H324245	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	UB-8J446182	12/31/2017	12/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Technology E&O/Cyber/Media Liab Inventory Incl Stored Materials IM/ Installation Floater	Y		ZPL-15S08553 MC-2722 / WC-2722 MC-2722 / WC-2722	12/31/2017 12/31/2017 12/31/2017	12/31/2018 12/31/2018 12/31/2018	\$5,000,000 See Below if Applies \$2,000,000 Ea Claim/Aggr \$5,000 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADDL INSR (Additional Insured) and SUBR WVD (Waiver of Subrogation) boxes checked above are included for names/project listed below only as required by the written contract or agreement:

Re: All projects involving Turner Construction Company, its wholly owned subsidiaries or parent organization. Additional insureds include: Turner Construction Company, Arena Operations, LLC and all other parties as required by any written agreement.

CERTIFICATE HOLDER

Turner Construction Company
3495 Piedmont Road, NE
Building 11, Suite 700
Atlanta GA 90305

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE



POLICY NUMBER: H-630-468M3732-COF-17

EFFECTIVE DATE: 12-31-17

ISSUE DATE: 01-17-18

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL T0 02 11 89	COMMON POLICY DECLARATIONS
IL T8 01 10 93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL T3 18 05 11	COMMON POLICY CONDITIONS-DELUXE
IL T3 48 04 97	ADDL POLICY CONDITIONS-FOREIGN LIABILITY
IL T0 03 04 96	LOCATION SCHEDULE
IL T8 03	GENERAL PURPOSE ENDORSEMENT
IL T3 54 03 98	DESIGNATED ENTITY - NOTICE CANC/NONRENW

DELUXE PROPERTY

DX T0 00 11 12	DELUXE PROP COV PART DECLARATIONS
DX 00 03 07 94	DELUXE PROP COV PART SCHED-SPECIF LIMITS
DX 00 04 11 12	TABLE OF CONTENTS - DELUXE PROP COV PART
DX T1 00 11 12	DELUXE PROPERTY COVERAGE FORM
DX T1 01 11 12	DELUXE BI (AND EE) COVERAGE FORM
DX T3 37 11 12	WINDSTORM OR HAIL DEDUCTIBLE
DX T4 15 11 12	CRIME ADDITIONAL COVERAGE
DX T4 16 11 12	TECH INDUSTRY DD AND COL EXTENSION
DX T4 17 11 12	TECH INDUSTRY BI AND EE EXTENSIONS
DX T4 29 11 12	ROYALTIES
DX T4 31 02 09	ELEC VANDL ADD AGG LIMIT SPECIFIC ATTACK
DX T3 79 11 12	LOSS PAYABLE PROVISIONS
DX T4 02 01 15	FEDERAL TERRORISM RISK INSURANCE ACT DIS
DX 01 08 11 12	MINNESOTA CHANGES
DX 01 25 03 16	FLORIDA CHANGES
DX 01 65 07 17	NEW YORK CHANGES
DX 02 01 08 10	FL CHANGES - MEDIATION OR APPRAISAL
DX 03 16 11 12	NY CHANGES - FUNGUS, WET ROT, DRY ROT
DX T3 98 04 02	ELECTRONIC VANDALISM LIMITATION ENDT

COMMERCIAL GENERAL LIABILITY

CG T0 01 11 03	COML GENERAL LIABILITY COV PART DEC
CG T0 07 09 87	DECLARATIONS PREMIUM SCHEDULE
CG T0 08 11 03	KEY TO DECLARATIONS PREMIUM SCHEDULE
CG T0 34 11 03	TABLE OF CONTENTS
CG 00 01 10 01	COMMERCIAL GENERAL LIABILITY COV FORM
CG T8 00	GENERAL PURPOSE ENDORSEMENT
→ CG T8 01	GENERAL PURPOSE ENDORSEMENT
→ CG T8 02	GENERAL PURPOSE ENDORSEMENT
CG D2 55 11 03	AMENDMENT OF COVERAGE - POLLUTION
→ CG D3 73 11 05	ADD'L INSURED, OWNERS, LESSEES, CONTRACTORS
→ CG D4 11 04 08	ADDL INSD-DESIG PERSON OR ORGANIZATION
CG D4 20 07 08	AMEND OTHER INS COND MEAN OTHER INS/INSR



POLICY NUMBER: H-630-468M3732-COF-17

EFFECTIVE DATE: 12-31-17

ISSUE DATE: 01-17-18

COMMERCIAL GENERAL LIABILITY (CONTINUED)

CG D4 22 07 08 AMEND SUPPL PAY TAX COSTS & APPEAL BONDS
CG D4 25 07 08 OTHER INS-ADDL-INS-PRIMARY & NONCONTRIB
CG D4 36 01 15 AMEND COV B - PERS & ADV INJ LIAB - TECH
CG 20 10 10 01 ADDL INSD-OWNER/LESSEE/CONTRACTOR B
CG 24 04 10 93 WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
CG D1 54 09 13 COV FOR BI-CO-EMPLOY OR OTHER VOLUNTEER
CG D2 03 12 97 AMEND-NON CUMULATION OF EACH OCC
CG D2 11 01 04 DESIGNATED PROJECT(S) GEN AGGR LIMIT
CG D2 47 08 05 ADDITIONAL INSURED (CONTRACTORS)
CG F1 56 07 11 WAIVER OF IMMUNITY-PORT AUTHORITY
CG D4 13 04 08 AMENDMENT OF COVERAGE-COOLING-POLLUTION
→ CG D4 17 01 12 TECHNOLOGY XTEND ENDORSEMENT
CG D2 43 01 02 FUNGI OR BACTERIA EXCLUSION
CG D2 88 11 03 EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG D3 26 10 11 EXCLUSION - UNSOLICITED COMMUNICATION
CG D3 56 05 14 MOBILE EQUIP REDEFINED-EXCL OF VEHICLES
CG D4 21 07 08 AMEND CONTRAC LIAB EXCL-EXC TO NAMED INS
CG D6 18 10 11 EXCL-VIOLATION OF CONSUMER FIN PROT LAWS
CG D6 99 08 13 AMEND LIQ EXCL-EXCEPT SCHED PREM/ACTIV
CG D7 46 01 15 EXCL-ACCESS OR DISCL OF CONF/PERS INFO
CG D1 42 01 99 EXCLUSION-DISCRIMINATION
CG D2 40 09 15 EXCLUSION -SILICA OR SILICA-RELATED DUST
CG D2 42 01 02 EXCLUSION WAR
CG T4 78 02 90 EXCLUSION-ASBESTOS
CG F2 38 11 03 POLLUTION EXCLUSION - LOUISIANA
CG F2 50 09 08 MISSOURI CHGS - DEFINITION OF POLLUTANTS
CG F2 63 08 11 NEW YORK CHGS-CGL COVERAGE FORM
CG 01 22 07 98 MINNESOTA CHANGES-CONT LIAB EXCLUSION
CG 26 05 02 07 MINNESOTA CHANGES
CG 26 20 10 93 NJ CHANGES-LOSS INFORMATION
CG 26 21 10 91 NY CHANGES-TRANSFER OF DUTIES
CG 26 81 12 04 MINNESOTA CHANGES - DUTIES CONDITION
CG F1 68 01 99 EXCLUSION - LEAD - NEW JERSEY
CG F2 77 06 03 ADD'L INSURED (CONTRACTOR) NEW YORK

EMPLOYEE BENEFITS LIABILITY

CG T0 09 09 93 EMPLOYEE BENEFITS LIAB COV PART DEC
CG T0 43 01 16 EMPLOYEE BENEFITS LIAB TABLE OF CONTENTS
CG T1 01 01 16 EMPLOYEE BENEFITS LIABILITY COV FORM
CG D4 55 01 16 AMENDMENT OF COVERAGE - INTERNATIONAL
CG F7 18 08 12 NY CHANGES - TRANSFER OF DUTIES
CG T9 20 01 16 MINNESOTA CHANGES - EBL
CG T9 86 10 87 FL-AMENDATORY ENDORSEMENT - EBL



POLICY NUMBER: H-630-468M3732-COF-17

EFFECTIVE DATE: 12-31-17

ISSUE DATE: 01-17-18

MULTIPLE SUBLINE ENDORSEMENTS

C = COMMERCIAL GENERAL LIABILITY

E = EMPLOYEE BENEFITS LIABILITY

L = LIQUOR LIABILITY

CG D4 09 04 08 AMENDMENT OF BODILY INJURY DEFINITION
CG D4 19 07 08 AMENDMENT OF PROPERTY DAMAGE DEFINITION
CG 01 04 12 04 NEW YORK CHANGES-PREMIUM AUDIT (C, L)
CG 32 34 01 05 CALIFORNIA CHANGES (C, L)

INTERLINE ENDORSEMENTS

IL T3 68 01 15 FEDERAL TERRORISM RISK INS ACT DISCLOSE
IL T4 12 03 15 AMNDT COMMON POLICY COND-PROHIBITED COVG
IL T4 14 01 15 CAP ON LOSSES CERTIFIED ACT OF TERRORISM
IL F1 00 06 13 CALIFORNIA CHANGES - REPLACEMENT COST
IL 01 25 11 13 COLORADO CHANGES - CIVIL UNION
IL 01 40 11 05 CONNECTICUT CHANGES - CIVIL UNION
IL 01 51 01 12 DELAWARE CHANGES - CIVIL UNION
IL F0 02 03 99 NEW YORK CHANGES-FRAUD
IL F0 11 04 98 NEW YORK CHANGES - CALCULATION OF PREM
IL F0 32 09 11 CALIFORNIA CHANGES - ACTUAL CASH VALUE
IL T3 05 07 15 INSURER AMENDMENT ENDORSEMENT
IL T9 33 09 08 MN CHANGES-CANCELLATION & NONRENEWAL
IL T9 84 10 94 FLORIDA CHANGES-LEGAL ACTION AGAINST US



POLICY NUMBER: BA-468M3732-17-TEC

EFFECTIVE DATE: 12-31-17

ISSUE DATE: 01-23-18

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL T0 02 11 89	COMMON POLICY DECLARATIONS
IL T8 01 10 93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL T0 01 01 07	COMMON POLICY CONDITIONS

COMMERCIAL AUTOMOBILE

CA T0 01 02 15	BA- COVERAGE PART DECS (ITEMS 1 & 2)
CA T0 02 02 15	BA COVERAGE PART DECS (ITEM 3)
CA T0 03 02 15	BA COVERAGE PART DECS (ITEMS 4 & 5)
CA T0 30 02 16	BA/AD/MC COV PART SUPPL SCH - ITEM TWO
CA T0 31 02 15	TABLE OF CONTENTS-BUSINESS AUTO COV FORM
CA 00 01 10 13	BUSINESS AUTO COVERAGE FORM
CA T4 42 02 16	DES INS CA LIAB COV-PNC WITH OTHER INS
CA T4 59 02 15	AMENDMENT OF EMPLOYEE DEFINITION
CA 01 03 10 13	LOUISIANA CHANGES
CA 01 38 10 13	MINNESOTA CHANGES
CA 01 43 05 17	CALIFORNIA CHANGES
CA 01 78 10 13	LA CHANGES-COV EXTENSION FOR RENTAL VEH
CA 04 24 10 13	CA AUTO MEDICAL PAYMENTS COVERAGE
CA 04 44 03 10	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
CA 20 01 10 13	LESSOR - ADDL INSURED AND LOSS PAYEE
CA 20 48 10 13	DSIGNTD INSD FOR COV AUTOS LIABILITY COV
CA 21 24 10 13	MINNESOTA UM AND UIM COVERAGE
CA 21 48 10 13	LA UM COVERAGE - BODILY INJURY
CA 21 54 10 13	CALIFORNIA UM COVG - BODILY INJURY
CA 22 25 01 17	MINNESOTA PERSONAL INJURY PROTECTION
CA 99 03 10 13	AUTO MEDICAL PAYMENTS COVERAGE
→ CA T3 01 02 15	ADDL INSD COVD AUTO LIAB COVG-DESGN PERS
CA T3 53 02 15	BUSINESS AUTO EXTENSION ENDORSEMENT
CA 02 18 10 13	MN CHANGES - CANCELLATION AND NONRENEWAL
CA T8 04	WAIVER OF TRANSFER OF RIGHTS
CA T8 05	DESIGNATED INSURED
CA T8 34	CAT442 DESIGNATED INSURED FOR COVERED

INTERLINE ENDORSEMENTS

IL T4 12 03 15	AMNDT COMMON POLICY COND-PROHIBITED COVG
IL 00 21 09 08	NUCLEAR ENERGY LIAB EXCL END-BROAD FORM
IL 02 70 09 12	CALIFORNIA CHANGES - CANC AND NONRENEWAL
IL 02 77 03 12	LOUISIANA CHGS - CANC & NONRENEWAL
IL T3 05 07 15	INSURER AMENDMENT ENDORSEMENT
IL T0 10 12 86	LENDERS CERTIFICATE OF INSURANCE-FORM A



POLICY NUMBER: BA-468M3732-17-TEC

EFFECTIVE DATE: 12-31-17

ISSUE DATE: 01-23-18

POLICYHOLDER NOTICES

→ CA T4 74 02 15 BLKT ADDL INSD-PRIMARY AND NON-CONTRIB



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

TYPE V INFORMATION PAGE WC 00 00 01 (A)

POLICY NUMBER: UB-8J445182-17-I3-V

NJ TAX IDENTIFICATION NO.: 410989729000

RENEWAL OF (HVYCOUB-468M373-2-16)

INSURER: THE CHARTER OAK FIRE INSURANCE COMPANY

NCCI CO CODE: 15318

1.

INSURED:

**ELECTROSONIC, INC.
12400 WHITEWATER DR
STE 140
MINNETONKA, MN 55343**

PRODUCER:

**ASSOCIATED FINANCIAL GRP
6000 CLEARWATER DR
MINNETONKA, MN 55343**

Insured is **A CORPORATION**

Other work places and identification numbers are shown in the schedule(s) attached.

2. The policy period is from **12-31-17** to **12-31-18** 12:01 A.M. at the insured's mailing address.

3. A. WORKERS COMPENSATION INSURANCE: Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:

**AZ CO CT DC DE FL GA IL KS KY LA MA MD MN MO NC NJ NV NY PA TX UT
VA WV**

B. EMPLOYERS LIABILITY INSURANCE: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident:	\$	1,000,000	Each Accident
Bodily Injury by Disease:	\$	1,000,000	Policy Limit
Bodily Injury by Disease:	\$	1,000,000	Each Employee

C. OTHER STATES INSURANCE: Part Three of the policy applies to the states, if any, listed here:

AL AR CA HI IA ID IN ME MI MS MT NE NH NM OK OR RI SC SD TN VT WI

D. This policy includes these endorsements and schedules:

SEE LISTING OF ENDORSEMENTS - EXTENSION OF INFO PAGE

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made **ANNUALLY**

DATE OF ISSUE: 01-16-18 DW

OFFICE: SP-ST PAUL

06R

PRODUCER: ASSOCIATED FINANCIAL GRP HF952



ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 00 01 (A)

POLICY NUMBER: UB-8J445182-17-I3-V

LISTING OF ENDORSEMENTS
EXTENSION OF INFO PAGE

We agree that the following listed endorsements form a part of this policy on its effective date.

WC 00 00 01 A - 001	INFORMATION PAGE
WC 00 00 01 A - 001	INFORMATION PAGE 2
WC 00 00 01 A - 001	EXTENSION OF INFORMATION PAGE - SCHEDULE
WC 00 00 01 B - 001	INFORMATION PAGE
WC 00 00 01 B - 001	INFORMATION PAGE 2
WC 00 00 01 B - 001	EXTENSION OF INFORMATION PAGE - SCHEDULE
WC 00 00 01 A - 001	ENDORSEMENT LISTING
WC 29 06 03 00 - 001	NEW JERSEY PARTICIPATING PROVISION ENDT
WC 99 06 07 00 - 001	PARTICIPATING ENDORSEMENT
WC 99 06 31 00 - 001	AMENDATORY ENDT PARTICIPATING CO PROV.
WC 99 06 34 A - 001	TEXAS PARTICIPATING ENDORSEMENT
WC 99 06 L2 00 - 001	PARTICIPATING ENDORSEMENT
WC 99 06 49 00 - 001	EMPLOYERS LIABILITY LIMITS OF LIABILITY
WC 24 04 06 D - 001	MISSOURI EMPLOYER PAID MEDICAL ENDT
WC 00 03 11 A - 001	VOLUNTARY COMP AND EMPLOYERS LIAB COV
→ WC 00 03 13 00 - 001	WAIVER OF OUR RIGHT TO RECOVER
WC 00 04 03 00 - 001	EXPERIENCE RATING MODIFICATION FACTOR
WC 00 04 06 00 - 001	PREMIUM DISCOUNT ENDORSEMENT
WC 00 04 14 00 - 001	NOTIFICATION OF CHANGE IN OWNERSHIP ENDT
WC 00 04 22 B - 001	TERRORISM RISK INS PROG REAUTH ACT ENDT
WC 00 04 24 00 - 001	AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT
WC 00 04 25 00 - 001	EXPER RATING MOD FACTOR REVISION ENDT
WC 09 04 03 B - 001	FL TRIPRA ENDORSEMENT
WC 32 03 01 C - 001	NORTH CAROLINA AMENDED COVERAGE
WC 99 03 A1 00 - 001	NOTICE OF CANCELTION
WC 99 03 C3 00 - 001	SPECIAL PROVISIONS ENDT
WC 99 03 D3 A - 001	OHIO EMPLOYERS LIAB COVERAGE ENDT
WC 99 06 F4 00 - 001	MANAGED CARE PROGRAM ENDORSEMENT
WC 99 06 K2 A - 001	WEST VIRGINIA EMPLOYERS LIABILITY ENDT
WC 00 04 21 D - 001	CATASTROPHE (O/T CERT. ACTS OF TERR) ENDT
WC 99 04 08 00 - 001	PREMIUM DISCOUNT ENDORSEMENT
WC 99 01 19 B - 001	TRIPRA DISCLOSURE ENDORSEMENT
WC 00 04 19 00 - 001	PREMIUM DUE DATE ENDORSEMENT

ENDORSEMENT WC 00 00 01 (A)

POLICY NUMBER: UB-8J445182-17-I3-V

**LISTING OF ENDORSEMENTS
EXTENSION OF INFO PAGE**

We agree that the following listed endorsements form a part of this policy on its effective date.

WC 02 04 01 C - 001	AZ ALCOHOL & DRUG FREE WK PLACE PREM END
WC 02 06 01 A - 001	AZ CANCELLATION AND NONRENEWAL ENDT
WC 05 04 02 00 - 001	COLORADO CLASSIFICATION ENDORSEMENT
WC 06 03 01 00 - 001	CT APPLICATION OF WORKERS COMPENSATION
WC 06 03 03 C - 001	CONNECTICUT WC FUNDS ENDORSEMENT
WC 06 06 01 A - 001	CT NONRENEWAL AND RENEWAL ENDT
WC 07 06 01 00 - 001	DELAWARE NONRENEWAL ENDORSEMENT
WC 08 06 01 00 - 001	DISTRICT OF COLUMBIA CANCELTION ENDT.
WC 09 03 03 00 - 001	FL EMPLRS LIAB COVERAGE ENDT
WC 09 04 07 00 - 001	FL NON-COOPERATION WITH PREM AUDIT ENDT
WC 09 06 06 00 - 001	FL EMPLOYMENT AND WAGE INFORMATION REL.
WC 10 06 01 B - 001	GA CANC NONRENEWAL AND CHG ENDT
WC 12 06 01 E - 001	IL AMENDATORY ENDT
WC 15 04 01 A - 001	KANSAS FINAL PREMIUM ENDORSEMENT
WC 15 06 01 A - 001	KANSAS CANCELTION AND NONRENEWAL ENDT.
WC 16 03 05 00 - 001	KY PART ONE WC INSURANCE ENDORSEMENT
WC 16 06 01 00 - 001	KY CANCELTION AND NONRENEWAL ENDT.
WC 16 06 02 00 - 001	KY NOTICE OF APPEAL RIGHTS ENDORSEMENT
WC 17 06 01 H - 001	LOUISIANA AMENDATORY ENDORSEMENT
WC 17 06 02 A - 001	LA COST CONTAINMENT ACT ENDORSEMENT
WC 19 06 01 F - 001	MD CANCELLATION AND NONRENEWAL ENDT
WC 20 03 01 00 - 001	MA LIMITS OF LIABILITY ENDORSEMENT
WC 20 03 02 A - 001	MASSACHUSETTS - ASSESMENT CHARGE
WC 20 03 03 D - 001	MA NOTICE TO POLICYHOLDER ENDORSEMENT
WC 20 04 05 00 - 001	MASSACHUSETTS PREMIUM DUE DATE ENDT
WC 20 06 01 A - 001	MA CANCELLATION ENDORSEMENT
WC 22 00 00 A - 001	MN AMENDATORY ENDT
WC 22 03 01 00 - 001	MN COMPLIANCE WITH APPLICABLE TRADE LAW
WC 22 06 01 D - 001	MINNESOTA CANC AND NON RENEWAL ENDT
WC 24 03 02 00 - 001	MO NOTIFIC OF ADD MESOTHELIOMA BEN ENDT
WC 24 06 01 B - 001	MO CANCELTION AND NON-RENEWAL ENDT.
WC 24 06 02 B - 001	MO PROPERTY & CASUALTY GUARANTY ASSOC.
WC 24 06 04 B - 001	MISSOURI AMENDATORY ENDORSEMENT

ENDORSEMENT WC 00 00 01 (A)

POLICY NUMBER: UB-8J445182-17-I3-V

**LISTING OF ENDORSEMENTS
EXTENSION OF INFO PAGE**

We agree that the following listed endorsements form a part of this policy on its effective date.

WC 27 06 01 C - 001	NV CANCELLATION AND NON RENEWAL ENDT
WC 29 03 06 B - 001	NJ PART TWO EMPLOYERS LIABILITY ENDT.
WC 29 04 09 A - 001	NJ APPROVED MANAGED CARE PROGRAM ENDT.
WC 29 04 11 D - 001	NEW JERSEY PREM DISCOUNT ENDT SCHEDULE Y
WC 31 03 08 00 - 001	NEW YORK LIMIT OF LIABILITY ENDORSEMENT
WC 31 03 19 H - 001	NY CONST CLASS PREM ADJUST PROG
WC 31 04 05 00 - 001	NY SAFE PTNT HANDLING ACT PRGM ENDT
WC 31 06 18 00 - 001	NEW YORK NOTICE OF RIGHT TO APPEAL
WC 37 04 01 00 - 001	PA AUDIT NONCOMPLIANCE CHARGE ENDT
WC 37 04 05 00 - 001	PA MERIT RATING PLAN ENDT
WC 37 06 01 00 - 001	SPECIAL PA ENDT - INSPECTION OF MANUALS
WC 37 06 02 00 - 001	NOTICE INS CONSULTATION SERVICE EXEMPT.
WC 37 06 03 A - 001	PA ACT 86-1986 ENDORSEMENT
WC 37 06 04 00 - 001	PA EMPLOYER ASSESSMENT ENDORSEMENT
WC 42 03 01 I - 001	TEXAS AMENDATORY ENDORSEMENT
WC 42 03 04 B - 001	TX WAIVER OF OUR RIGHT TO RECOVER
WC 42 04 07 00 - 001	TX AUDIT PREMIUM & RETRO PREM ENDT
WC 43 03 05 00 - 001	UTAH WAIVER OF SUBROGATION ENDORSEMENT
WC 43 06 01 00 - 001	UT WORKPLACE SAFETY PROG ENDT
WC 43 06 02 00 - 001	UTAH CANCELLATION ENDORSEMENT
WC 45 06 02 00 - 001	VA AMENDATORY ENDT
WC 47 06 01 00 - 001	WEST VIRGINIA CANCELLATION ENDORSEMENT
WC 99 03 J9 00 - 001	KS WAIVER OF OUR RIGHT TO RECOVER
WC 99 06 46 00 - 001	ILLINOIS AMENDATORY ENDORSEMENT
WC 17 03 03 00 - 001	LOUISIANA DUTY TO DEFEND
W24N1A14 - 001	IMPORTANT NOTICE SCHEDULE-RATING-MO

POLICY NUMBER: H-630-468M3732-COF-17

COMMERCIAL GENERAL LIABILITY
GENERAL PURPOSE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - CONTINUED

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

AMENDING SCHEDULE OF CG D3 73 11 05 "ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS", NAME OF PERSON OR ORGANIZATION TO INCLUDE:

TURNER CONSTRUCTION COMPANY AND ALL OTHER PARTIES AS REQUIRED BY ANY WRITTEN AGREEMENT. IN ADDITION TO TURNER CONSTRUCTION COMPANY, THE TURNER CORPORATION, AND THE INDEMNIFIED PARTIES THROUGHOUT THIS AGREEMENT SHALL INCLUDE: THE OWNER, ITS PARENT, SUBSIDIARY AND AFFILIATED COMPANIES, TURNER BROADCASTING SYSTEMS, INC., AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, OWNERS, SHAREHOLDERS, AGENTS AND EMPLOYEES (COLLECTIVELY, THE "OWNER PARTIES") AND ANY OF THEIR RESPECTIVE OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES, AND AFFILIATES, PARENTS AND SUBSIDIARIES.

3495 PIEDMONT ROAD NE BUILDING 11, SUITE 700
ATLANTA, GA 30305.

LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS:

ALL PROJECTS INVOLVING TURNER CONSTRUCTION COMPANY, ITS WHOLLY OWNED SUBSIDIARIES OR PARENT ORGANIZATIONS.

POLICY NUMBER: E-630-468M3732-COF-17

COMMERCIAL GENERAL LIABILITY
GENERAL PURPOSE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION
(CG D4 11 04 08)

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAMES OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S):

TURNER CONSTRUCTION COMPANY AND ALL OTHER PARTIES AS REQUIRED BY ANY WRITTEN AGREEMENT. IN ADDITION TO TURNER CONSTRUCTION COMPANY, THE TURNER CORPORATION, AND THE INDEMNIFIED PARTIES THROUGHOUT THIS AGREEMENT SHALL INCLUDE: THE OWNER, ITS PARENT, SUBSIDIARY AND AFFILIATED COMPANIES, TURNER BROADCASTING SYSTEMS, INC., AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, OWNERS, SHAREHOLDERS, AGENTS AND EMPLOYEES (COLLECTIVELY, THE "OWNER PARTIES") AND ANY OF THEIR RESPECTIVE OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES, AND AFFILIATES, PARENTS AND SUBSIDIARIES.

3495 PIEDMONT ROAD NE BUILDING 11, SUITE 700
ATLANTA, GA 30305.

LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS:

ALL PROJECTS INVOLVING TURNER CONSTRUCTION COMPANY, ITS WHOLLY OWNED SUBSIDIARIES OR PARENT ORGANIZATIONS.

POLICY NUMBER: E-630-468M3732-COF-17

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 02-09-18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

**TURNER CONSTRUCTION COMPANY
(CONTINUED ON CG TS 01)**

Location And Description of Completed Operations:

(CONTINUED ON CG TS 01)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

POLICY NUMBER: E-630-468M3732-COF-17

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 02-09-18

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):

TURNER CONSTRUCTION COMPANY

(CONTINUED ON CG 18 02)

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", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TECHNOLOGY XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <ul style="list-style-type: none"> A. Reasonable Force Property Damage – Exception To Expected Or Intended Injury Exclusion B. Non-Owned Watercraft Less Than 75 Feet C. Aircraft Chartered With Pilot D. Damage To Premises Rented To You E. Increased Supplementary Payments F. Who Is An Insured – Employees And Volunteer Workers – First Aid G. Who Is An Insured – Employees – Supervisory Positions H. Who Is An Insured – Newly Acquired Or Formed Organizations I. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises J. Blanket Additional Insured – Lessors Of Leased Equipment | <ul style="list-style-type: none"> K. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement L. Blanket Additional Insured – Broad Form Vendors M. Who Is An Insured – Unnamed Subsidiaries N. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures O. Medical Payments – Increased Limits P. Contractual Liability – Railroads Q. Knowledge And Notice Of Occurrence Or Offense R. Unintentional Omission S. Blanket Waiver Of Subrogation |
|--|---|

PROVISIONS

A. REASONABLE FORCE PROPERTY DAMAGE – EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION

The following replaces Exclusion a., *Expected Or Intended Injury*, in Paragraph 2., of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

a. Expected Or Intended Injury Or Damage

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

B. NON-OWNED WATERCRAFT LESS THAN 75 FEET

The following replaces Paragraph (2) of Exclusion g., *Aircraft, Auto Or Watercraft*, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry any person or property for a charge.

C. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., *Aircraft, Auto Or Watercraft*, in Paragraph 2. of **SECTION**

COMMERCIAL GENERAL LIABILITY

I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

D. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion j., **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Exclusions c., g. and h., and Paragraphs (1), (3) and (4) of Exclusion j., do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by fire unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion - All Pollution Injury Or Damage or Total Pollution Exclusion in its title. A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**:
6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

- 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 "premises damage" is not an "insured contract";

5. The following is added to the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- (b) That is insurance for "premises damage"; or

7. Paragraph 4.b.(1)(c) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

E. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- b. Up to \$2,500 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.

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- 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 \$500 a day because of time off from work.

F. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – FIRST AID

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor, in providing or failing to provide first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any of your "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any of your "employees" or "volunteer workers" in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following is added to the **DEFINITIONS** Section:

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

G. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" or "personal injury" to a co-"employee" in the course of the co-"employee's" employment by you arising out of work by any of

your "employees" who hold a supervisory position.

H. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED** of the Commercial General Liability Coverage Form, and Paragraph 3. of **SECTION II – WHO IS AN INSURED** of the Global Companion Commercial General Liability Coverage Form, to the extent such coverage forms are part of your policy:

Any organization you newly acquire or form, other than a partnership or joint venture, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- 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 injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

I. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

COMMERCIAL GENERAL LIABILITY

- a. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

J. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

K. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such Insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

L. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The Insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
 - (6) "Your products" which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

COMMERCIAL GENERAL LIABILITY

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

M. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

N. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of **SECTION II – WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

O. MEDICAL PAYMENTS – INCREASED LIMITS

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to 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, and will be the higher of:
 - (a) \$10,000; or

- (b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

P. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

Q. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

- (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

- (a) Any individual who is:

- (i) A partner or member of any partnership or joint venture;
- (ii) A manager of any limited liability company;

COMMERCIAL GENERAL LIABILITY

(iii) A trustee of any trust; or

(iv) An executive officer or director of any other organization;

that is your partner, joint venture member, manager or trustee; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its

abrupt commencement, this Paragraph e. does not affect that requirement.

R. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that Insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL PROPERTY |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and

- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 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.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "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.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV - BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV - BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – PRIMARY AND
NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph A.1.c., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in **SECTION II**.

2. The following is added to Paragraph B.5., **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

TRAVELERS 
ONE TOWER SQUARE
HARTFORD CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-8J445182-17-I3-V

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.**

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**OTHER INSURANCE – ADDITIONAL INSURED –
PRIMARY AND NON-CONTRIBUTORY WITH RESPECT TO
CERTAIN OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 4. a., **Primary Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you specifically agree in a written contract or agreement that the insurance afforded to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought is caused by an "occurrence" that takes place; and
- (2) The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense that is committed;

subsequent to the signing and execution of that contract or agreement by you.