



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/31/2025

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 Insurance Office of America 200 Broad Street SW Suite 100 Gainesville GA 30501	CONTACT NAME: Karla Jerry / Shelby.Robinson@ioausa.com PHONE (A/C, No, Ext): 770-250-0198 FAX (A/C, No): 678-450-9180 E-MAIL ADDRESS: Karla.Jerry@ioausa.com PRODUCER CUSTOMER ID #:														
INSURED Tri County Tower, LLC 8900 Mahoning Avenue North Jackson OH 44451	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Convex Insurance UK Limited</td><td></td></tr><tr><td>INSURER B : Nationwide General Insurance Company</td><td>23760</td></tr><tr><td>INSURER C : Nationwide Mutual Insurance Company</td><td>23787</td></tr><tr><td>INSURER D : Hiscox Insurance Company (Bermuda) Limited</td><td></td></tr><tr><td>INSURER E : Great American Risk Solutions Surplus Lines Insura</td><td>35351</td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Convex Insurance UK Limited		INSURER B : Nationwide General Insurance Company	23760	INSURER C : Nationwide Mutual Insurance Company	23787	INSURER D : Hiscox Insurance Company (Bermuda) Limited		INSURER E : Great American Risk Solutions Surplus Lines Insura	35351	INSURER F :	
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COVERAGES**CERTIFICATE NUMBER:** 788092679**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	GENERAL LIABILITY <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			ACPCG013201895235	3/3/2025	3/3/2026	EACH OCCURRENCE 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 \$
B	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			ACPBA013201895235	3/3/2025	3/3/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C A E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$			ACPCU013201895235 XSC0008230325 XSF302198	3/3/2025 3/3/2025 3/3/2025	3/3/2026 3/3/2026 3/3/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 Occ/Aggregate \$ 4,000,000 Occ/Aggregate \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C D	Equipment Floater Installation Floater Professional Liability			ACPC1013201895235 ANE5427196.24	3/3/2025 3/21/2025	3/3/2026 3/21/2026	Leased/Rented Equipm \$250,000 Installation Floater \$1,000,000 Each Claim /agg \$1 million/\$2 mill

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

1.-Lead Umbrella: Limits \$1,000,000 Each Occurrence/\$1,000,000 aggregate Nationwide Mutual Insurance Co
2.- 2nd Layer/Excess Policy Limits: \$4,000,000 Each Occurrence/\$4,000,000 Aggregate Convex Insurance UK Limited
3.- 3rd layer, Excess Policy Limits: \$5,000,000 Each Occurrence/\$5,000,000 Aggregate Great American Risk Solutions Surplus Lines
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Proof of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <DAYS> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Insurance Office of America		NAMED INSURED Tri County Tower, LLC 8900 Mahoning Avenue North Jackson OH 44451	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

General Liability:
CG7246 11/15 BLANKET ADDITIONAL INSURED ENDORSEMENT COMMERCIAL CONTRACTORS
CG7323 12/16 CONTRACTORS ENHANCEMENT PLUS ENDORSEMENT INCLUDING MEDICAL PAYMENTS
Commercial Auto:
AC7006 03/16 BUSINESS AUTO PROTECTION - PLATINUM
Commercial Umbrella
UMB0002 Commercial Umbrella Liability Policy
Excess Liability:
XSC-300 02/24 Casualty Excess Liability Coverage
XSC-514 02/24 Waiver of Subrogation
XSC-513 02/24 Noncontributory - Other Insurance Condition
Excess Liability:
Commercial Excess Policy EXS0001 (06/19)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ENHANCEMENT PLUS ENDORSEMENT INCLUDING MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Lost Key Coverage

1. Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, coverage is extended to include the following:

If a customer's master or grand key, excluding electronic key card, is lost, damaged or stolen while in your care, custody or control we will pay the cost of replacing the keys, including the master lock and all keys used in the same lock, the cost of adjusting locks to accept the new keys, or the cost to replace the locks, whichever is less.

2. **Limit of Insurance** – For the purpose of this coverage the most we will pay is \$ 10,000 per "occurrence".

B. Voluntary Property Damage

1. **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, coverage is extended to include the following:

At your request, we will pay for "property damage" to property of others caused by you and while in your possession, arising out of your business operations and occurring during the policy period.

2. **Limit of Insurance** – For the purpose of this coverage the most we will pay is \$1,500 per "occurrence".

C. Non-Owned Watercraft

Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, 2. Exclusions**, Exclusion **g. Aircraft, Auto Or Watercraft** Paragraph (2) (a) is replaced with:

- (a) Less than 51 feet long; and

D. Expanded Property Damage Coverage

1. For the purposes of this endorsement only:

Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, 2. Exclusions, Exclusion **j. Damage To Property** is amended as follows:

- a. Paragraphs (3), (5), and (6) are deleted in their entirety.

- b. Paragraph (4) is deleted in its entirety and replaced with:

(4) Personal property in the care, custody, or control of the insured:

- (a) for storage or sale at premises you own, rent or occupy; or

- (b) while being transported by any aircraft, "auto" or watercraft owned or operated by or rented to or loaned to any insured.

- c. The coverage provided by this endorsement does not apply to "property damage":

- (1) Arising out of the disappearance or loss of use of personal property; or

- (2) Included in the "products-completed operations hazard".

2. **Limit of Insurance** - The most we will pay for loss arising out of any one "occurrence" is \$5,000.

3. **Deductible** - Our obligation to pay for a covered loss applies only to the amount of loss in excess of \$250.

We will pay the deductible amount to effect settlement of any claim or "suit" and, upon notification of this action having been taken, you shall promptly reimburse us for the deductible as has been paid by us.

This insurance is primary to any expanded property damage coverage provided by a separate endorsement attached to this policy, and it will supplant any deductible in said endorsement

E. Damage To Premises Rented To You

1. Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, the last paragraph of **2. Exclusions** is replaced with:

If **Damage To Premises Rented To You** is not otherwise excluded, Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner.

2. Under **Section III – Limits Of Insurance**, Paragraph 6 is replaced with:

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 “property damage” to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner. The limit is increased to \$1,000,000.

3. Under **Section IV – Commercial General Liability Conditions**, **4. Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced with:

(ii) That is Fire, Lightning, Explosion, Smoke or Sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner.

F. Supplementary Payments

Under **Section I – Coverages, Supplementary Payments – Coverages A and B** Paragraphs **1.b** and **1.d.** are replaced with:

- 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.

- 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.

G. Newly Formed And Acquired Organizations

Under **SECTION II – WHO IS AN INSURED** Paragraph **3.a.** is replaced with:

- a. 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;

H. Additional Insured – Automatic Status When Required In An Agreement Or Contract With You

Section II – Who Is An Insured is amended to include:

1. Any person(s) or organization(s) described in Paragraph **a. – d.** below with whom you have agreed in writing in a contract or written agreement that such person or organization be added as an additional insured on your policy during the policy period shown in the Declarations.
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

The person or organization added as an insured by this endorsement is an insured only for liability due to:

- a. **Lessors of Leased Equipment** – with respect to their liability for “bodily injury”, “property damage”, or “personal and advertising injury”, caused in whole or in part by your maintenance, operation, or use of equipment leased to you by such person(s) or organization(s). This insurance does not apply to any “occurrence” which takes place after the equipment lease expires.

However, their status as additional insured under this policy ends when their lease, contract, or agreement with you for such leased equipment expires.

- b. **Managers or Lessors of Premises** – with respect to liability arising out of the ownership, maintenance, or use of that part of the premises you own, rent, lease, or occupy.

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction, or demolition operations performed by or on behalf of the person or organization.

However, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

c. State or Political Subdivision – Permits Relating to Premises – with respect to the following hazards for which the state or political subdivision has issued a permit or authorization in connection with premises you own, rent, or control and to which this insurance applies.

- (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- (2) The construction, erection, or removal of elevators; or
- (3) The ownership maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- (1) "Bodily injury" or "property damage" or "personal or advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

However, such state or political subdivision's status as additional insured under this policy ends when the permit ends.

d. Owners, Lessees, or Contractors – with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused in whole or in part, by:

(1) Your acts or omissions; or

- (2) The acts or omissions of those acting on your behalf; in the performance of your ongoing operations performed for that additional insured, whether the work is performed by you or on your behalf.

The insurance does not apply to:

- (1) "Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional architectural, engineering, or survey services, including:

- (a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, survey, field orders, change orders, or drawings and specifications; or
- (b) 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, architectural, engineering, or surveying services.

- (2) "Bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts, or equipment furnished in connection with such work, on the project (other than service, maintenance, or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

However, a person or organization's status as additional insured under this policy ends when your operations for that additional insured are completed.

With respect to the insurance afforded to such additional insureds **a. – d.** described above, 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.

However, the insurance afforded to such additional insureds **a. – d.** described above:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

3. **Primary and Noncontributory – Other Insurance Conditions**

The following is added to the **Other Insurance** Condition and supersedes any provisions to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and

- b. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

I. **Employee Bodily Injury To Another Employee**

Under **Section II – Who Is An Insured** The following is added to Paragraph **2.a.(1):**

Paragraphs **2.a.(1) (a), (b) and (c)** do not apply to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business.

J. **Broad Form Named Insured**

Under **Section II – Who Is An Insured** The following is added to Paragraph **2.:**

- e. Any business entity incorporated or organized under the laws of the United State of America (including any State thereof), its territories or possessions, or Canada (including any Province thereof) in which the Named Insured shown in the Declarations owns, during the policy period, an interest of more than fifty percent. If other valid collectible insurance is available to any business entity covered by this solely by reason of ownership by the Named Insured shown in the Declarations in excess of fifty percent, this insurance is excess over the other insurance, whether primary, excess, contingent, or on any other basis.

K. **Aggregate Limit Per Location**

Under **Section III – Limits Of Insurance** the following is added to Paragraph **2:**

The General Aggregate Limit under **Section III Limits Of Insurance** applies separately to each of your locations owned by or rented to you or temporarily occupied by you with the permission of the owner. For the purposes of this provision, location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a public street, roadway, waterway or railroad right-of-way.

L. **Aggregate Limit Per Project**

Under **Section III – Limits Of Insurance** The following paragraph is added to Paragraph **2:**

The General Aggregate Limit under **Section III Limits Of Insurance** applies separately to each of your construction projects away from premises owned by or rented to you.

M. Medical Payments

Under **Section III – Limits Of Insurance**, Paragraph 7. is replaced with:

7. Subject to 5. above, the higher of:
- \$10,000; or
 - The amount shown in the Declarations for Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by one person.

This coverage does not apply if **Coverage C – Medical Payments** is excluded either by the provisions of any coverage forms attached to the policy or by endorsement.

N. Knowledge Of An Occurrence

Under **Section IV – Commercial General Liability Conditions**, the following is added to **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**:

- Knowledge of an occurrence, offense, claim or suit by an agent or employee of any insured shall not in itself constitute knowledge of the insured unless you, a partner, if you are a partnership; or an executive officer or insurance manager, if you are a corporation receives such notice of an occurrence, offense, claim or suit from the agent or employee.
- The requirements in **Paragraph b.** will not be considered breached unless there is knowledge of occurrence as outlined in Paragraph e. above.

O. Unintentional Failure To Disclose Hazard

Under **Section IV – Commercial General Liability Conditions**, Condition 6. **Representations** the following paragraph is added:

- Your failure to disclose all hazards or prior "occurrences" or offenses existing as of the

inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" or offenses is not intentional. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

P. Waiver Of Subrogation

Under **Section IV – Commercial General Liability Conditions**, **8. Transfer Of Rights Of Recovery Against Others To Us** the following paragraph is added:

If required by a written contract executed prior to loss, we waive any right of subrogation we may have against the contracting person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

Q. Liberalization

Under **Section IV – Commercial General Liability Conditions**, the following paragraph is added:

10. 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.

R. Broadened Bodily Injury Definition (Mental Anguish)

Under **Section V – Definitions** Definition 3. "Bodily Injury" is replaced with:

- "Bodily injury" means physical injury, sickness, or disease to a person and if arising out of the foregoing, mental anguish, mental injury, shock, or humiliation, including death at any time resulting therefrom.

All terms and conditions of this policy apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured:

Ongoing Operations

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured for ongoing operations ends when your operations for the person or organization described in Paragraph 1. above are completed.

With respect to insurance afforded to these additional insureds for ongoing operations, this insurance does not apply to "bodily injury" or "property damage" occurring after:

- a. All work, including material, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed: or
- b. that operation of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- B. Section II – Who Is An Insured** is amended to include as an additional insured:

Products–Completed Operations

Any person or organization with whom you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for such person or organization and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- C. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering**

CG 72 46 11 15

of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
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 the failure to render, any professional architectural, engineering or surveying services.

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

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.** or Paragraph **B.**;
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.

- E.** With respect to the insurance afforded to these additional insureds, the following is added to **Section IV – Commercial General Liability Conditions**, Condition **4. Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All terms and conditions of this policy apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO PROTECTION - PLATINUM

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SUMMARY OF COVERAGES

- A. Effect of This Endorsement
- B. Newly Acquired or Formed Entities
- C. Employees as insureds – Nonowned Autos
- D. Additional Insured by Contract, Permit or Agreement
- E. Supplementary Payments – Bail Bonds
- F. Supplementary Payments – Loss of Earnings
- G. Personal Effects and Property of Others Extension
- H. Prejudgment Interest Coverage
- I. Fellow Employees
- J. Hired Auto Physical Damage
- K. Temporary Substitute Autos – Physical Damage Coverage
- L. Expanded Towing Coverage
- M. Auto Loan or Lease Coverage
- N. Original Equipment Manufacturer Parts – Leased Private Passenger Types
- O. Deductible Amendments
- P. Expanded Transportation Expense
- Q. Extra Expense – Stolen Autos
- R. Physical Damage Limit of Insurance
- S. New Vehicle Replacement Cost
- T. Physical Damage Coverage Extensions
- U. Business Income and Extra Expense Coverage
- V. Transfer of Rights Of Recovery Against Others To Us
- W. Section IV – Business Auto Conditions – Notice of and Knowledge of Occurrence
- X. Hired Car Coverage Territory
- Y. Emergency Lockout
- Z. Cancellation Condition

COMMERCIAL AUTO
AC 70 06 03 16

A. EFFECT OF THIS ENDORSEMENT

Coverage provided under this policy is modified by the provisions of this endorsement. If there is any conflict between the provisions of this endorsement and the provision(s) of any state-specific endorsement also attached to this policy, then the provision(s) of the state-specific endorsement shall apply instead of the provisions of this endorsement that are in conflict, but only to the extent of the conflict, and only to the extent necessary to bring such provisions into conformance with the state requirement(s) contained in the provision(s) of the state-specific endorsement.

B. NEWLY ACQUIRED OR FORMED ENTITIES

The Named Insured shown in the Declarations is amended to include 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 (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the 180th day after you acquire or form the organization or the end of the policy period, whichever is later.

C. EMPLOYEES AS INSURED – NONOWNED AUTOS

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

- d. 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.

D. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT

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

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for Covered Auto Liability coverage. However, with respect to covered "autos", such person or organization is an insured only to the extent that person or organization qualifies as an "insured" under A.1. Who is an Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

E. SUPPLEMENTARY PAYMENTS – BAIL BONDS

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (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.

F. SUPPLEMENTARY PAYMENTS – LOSS OF EARNINGS

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

G. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION

1. The Care, Custody or Control Exclusion of SECTION II – COVERED AUTOS LIABILITY COVERAGE, does not apply to "property damage" to property, other than your property, up to an amount not exceeding \$500 in any one "accident". Coverage is excess over any other valid and collectible insurance.

2. The following paragraph is added to A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE:

- c. We will pay up to \$1,000 for your property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.

H. PREJUDGMENT INTEREST COVERAGE

The following paragraph is added to SECTION II – COVERED AUTOS LIABILITY COVERAGE, 2. Coverage Extensions, a. Supplementary Payments:

- (7) 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.

I. FELLOW EMPLOYEE

The Fellow Employee Exclusion of SECTION II – COVERED AUTOS LIABILITY COVERAGE, does not apply if the "bodily Injury" results from the use of a covered "auto" you own or hire. The insurance provided under this provision is excess over any other collectible insurance.

J. HIRED AUTO PHYSICAL DAMAGE

If covered "auto" designation symbols 1 or 8 apply to Liability Coverage and if at least one "auto" you own is covered by this policy for Comprehensive, Specified Causes of Loss, or Collision coverages, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow without a driver; and provisions in the Business Auto Coverage Form applicable to Hired Auto Physical Damage apply up to a limit of \$125,000. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to fire or lightning.

K. TEMPORARY SUBSTITUTE AUTOS – PHYSICAL DAMAGE COVERAGE

The following is added to paragraph C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of SECTION I – COVERED AUTOS:

If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage Coverage:

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

The coverage that applies is the same as the coverage provided for the vehicle being replaced.

L. EXPANDED TOWING COVERAGE

1. We will pay up to:
 - a. \$150 for a covered "auto" you own of the private passenger type, or
 - b. \$750 for a covered "auto" you own that is not of the private passenger type,for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.
2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.
3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

M. AUTO LOAN OR LEASE COVERAGE

1. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease, including up to a maximum of \$500 for early termination fees or penalties, for your covered "auto" less:
 - a. The amount paid under SECTION III – PHYSICAL DAMAGE COVERAGE of this policy; and
 - b. Any:
 - 1) Overdue lease/loan payments at the time of the "loss";
 - 2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - 3) Security deposits not refunded by a lessor;
 - 4) Costs of extended warranties, Credit Life insurance, Health, Accident, or Disability insurance purchased with the lease; and
 - 5) Carry-over balances from previous leases.
2. This coverage only applies to a "loss" which is also covered under this policy for Comprehensive, Specified Causes of Loss, or Collision coverage.

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3. Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

N. ORIGINAL EQUIPMENT MANUFACTURER PARTS – LEASED PRIVATE PASSENGER TYPES

Under Paragraph C. Limit of Insurance of SECTION III – PHYSICAL DAMAGE COVERAGE, Section 4 is added as follows:

4. We will use new original equipment vehicle manufacturer parts for any private passenger type covered "auto" where required by the lease agreement which has a term of at least six months. If a new original equipment vehicle manufacturer part is not in production or distribution we may use a like, kind and quality replacement part.

O. DEDUCTIBLE AMENDMENTS

The following are added to the Deductible provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

If another policy or coverage form that is not an automobile policy or coverage form issued by this company applies to the same "accident", the following applies:

1. If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived:
2. If the deductible under this coverage is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

If a Comprehensive or Specified Causes of Loss Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident," if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

No deductible applies to glass if the glass is repaired, in a manner acceptable to us, rather than replaced.

P. EXPANDED TRANSPORTATION EXPENSE

Paragraph A.4.a. of SECTION III – PHYSICAL DAMAGE COVERAGE is replaced by the following:

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense in-

curred by you because of the total theft of a covered "auto" of the private passenger type.

We will only pay for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 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".

Q. EXTRA EXPENSE – STOLEN AUTOS

The following paragraph is added to Section A.4. of SECTION III – PHYSICAL DAMAGE COVERAGE:

- c. We will pay for up to \$5,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage.

R. PHYSICAL DAMAGE LIMIT OF INSURANCE

Under SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph C., Limit of Insurance is replaced by the following:

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss", or
 - b. The cost of repairing or replacing the damaged or stolen property.
2. \$2000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - a. 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.
 - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - c. An integral part of such equipment.
3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
4. The cost of repairing or replacing may:

- a. Be based on an estimate which includes parts furnished by the original equipment manufacturer or other sources including non-original equipment manufacturers and
 - b. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the net improvement.
5. If we offer to pay the actual cash value of the damaged or stolen property, we will value auto advertising wraps, paint customization, and similar business related advertising modifications, in addition to the actual cash value of the property. Auto advertising wraps, paint customization, and similar business related advertising modifications will be valued at the cost to replace them with an adjustment made for depreciation and physical condition.

S. NEW VEHICLE REPLACEMENT COST

The following is added to the Limit of Insurance provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

5. The provisions of paragraphs 1. and 3. do not apply to a covered “auto” of the private passenger type or a vehicle with a gross vehicle weight rating of 20,000 pounds or less which is a “new vehicle.”

In the event of a total “loss” to your “new vehicle” to which this coverage applies, we will pay at your option:

- a. The verifiable “new vehicle” purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
- b. If it is available, the purchase price, as negotiated by us, of a “new vehicle” of the same make, model, and equipment or the most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturers’ dealership; or .
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer’s dealership.

We will not pay for initiation or set up costs associated with loans or leases

As used in this endorsement, a “new vehicle” means an “auto” of which you are the original owner that has not been previously

titled and which you purchased less than 365 days before the date of the “loss”.

T. PHYSICAL DAMAGE COVERAGE EXTENSIONS

Under SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses is replaced by the following:

- 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 if the Declarations indicate that Comprehensive Coverage is provided for any covered “auto”;
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered “auto”; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered “auto.”

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500. The insurance provided by this provision is excess over any other collectible insurance.

U. BUSINESS INCOME AND EXTRA EXPENSE COVERAGE

1. Business Income Coverage

We will pay the actual loss of business income sustained by you as a result of the necessary suspension of your business during the period of restoration due to “loss” to a covered “auto” used in your business. The loss must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.

2. Extra Expense Coverage

We will pay the necessary and reasonable extra expenses that you incur during the period of restoration that you would not have incurred had there been no “loss” to a covered “auto” used in your business. The loss

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must be caused by a cause of loss listed under item A1 of Physical Damage Coverage in this Coverage Part. Extra Expenses means those expenses you incur to avoid or minimize the suspension of business and to continue your business operations.

3. Additional Conditions

We will not pay for "loss" or expenses caused by suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of your business, we will cover such "loss" that affects your business income. We will not pay under this coverage if you do not repair or replace the covered "auto". You must resume all or part of your business as quickly as possible. If you have other autos you can use to reduce the amount of loss payable under this coverage, you are required to use them. We will pay for expenses you incur to reduce the amount that otherwise would have been payable under this coverage. We will not pay more than the amount by which you actually reduce the business income loss or extra expense incurred.

4. Limit

The most we will pay for "loss" arising out of one covered "auto" is \$10,000 per loss with an annual aggregate of \$20,000. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

5. Definitions

- a. "Business Income" means the:
 - 1.). Net income (Net profit or loss before income taxes) that would have been earned or incurred if no loss would have occurred; and
 - 2.). Continuing normal operating expenses incurred, including payroll.
- b. "Period of Restoration" means the period of time that:
 - 1.). Begins:
 - (a) 24 hours after the time of loss for Business Income Coverage; or
 - (b) Immediately after the time of loss for Extra Expense Coverage; and
 - 2.) Ends at the earliest of:

- (a) The time required to resume your normal business operations; or
- (b) The time that is reasonably necessary to repair or replace the covered auto with a maximum time period of 180 days. Period of Restoration does not include any increased period required due to the enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of pollutants. The expiration date of this policy will not cut short the period of restoration.

V. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

W. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph A is amended as follows:

6. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

- a. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to notification requirements applies only when the "accident" or "loss" is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer or insurance manager, if you are a corporation.
- b. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to providing us with documents concerning a claim or "suit" will not be

considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

X. HIRED CAR – COVERAGE TERRITORY

Item (5) of the Policy Period, Coverage Territory General Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

Y. EMERGENCY LOCKOUT

We will reimburse you up to \$100 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" subject to these provisions:

1. Your door key, electronic key or key entry pad has been lost, stolen or locked in your

covered "auto" and you are unable to enter such "auto", or

2. Your keyless entry device battery dies and you are unable to enter such "auto" as a result,
3. Your key, electronic key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and
4. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

Z. CANCELLATION CONDITION

Paragraph A.2. of the COMMON POLICY CONDITION – CANCELLATION applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states that require more than 60 days prior notice of cancellation.

QUICK REFERENCE
COMMERCIAL UMBRELLA LIABILITY POLICY
 READ YOUR POLICY CAREFULLY

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COMMERCIAL UMBRELLA LIABILITY POLICY

Various provisions in this policy restrict coverage. Please read the entire policy and any "underlying insurance" carefully to determine rights, duties and what is covered and 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.

Other words and phrases that appear in quotation marks are defined in this policy. These definitions are found in the Definitions section or the specific policy provision where they appear.

INSURING AGREEMENTS

A. Coverage A - Excess Follow Form Liability Insurance

1. Under Coverage A, we will pay on behalf of the "insured" that part of "loss" covered by this insurance in excess of the total applicable limits of "underlying insurance", provided the injury or offense takes place during the Policy Period of this policy. The terms and conditions of "underlying insurance" are, with respect to Coverage A, made a part of this policy except with respect to:
 - a. any contrary provision contained in this policy; or
 - b. any provision in this policy for which a similar provision is not contained in "underlying insurance".
2. With respect to the exceptions stated above, the provisions of this policy will apply.
3. The amount we will pay for damages is limited as described in Limits of Insurance.
4. Notwithstanding anything to the contrary contained above, if "underlying insurance" does not cover "loss" for reasons other than exhaustion of an aggregate limit of insurance by payment of claims, then we will not cover such "loss".
5. We have no obligation under this insurance with respect to any claim or "suit" settled without our consent.

6. If we are prevented by law from paying on behalf of the "insured" for coverage provided under this insurance, then we will indemnify the "insured".
7. With respect to any coverage provided by "underlying insurance" that is on a claims-made basis:
 - a. this insurance does not apply to "injury or damage" which occurred before the Retroactive Date, if any, shown in the "underlying insurance", or which occurs after the policy period; and
 - b. the aggregate limit shall not be reinstated on this insurance except by endorsement thereon.

B. Coverage B - Umbrella Liability Insurance

1. Under Coverage B, we will pay on behalf of the "insured" damages the "insured" becomes legally obligated to pay by reason of liability imposed by law because of "bodily injury", "property damage", or "personal and advertising injury" covered by this insurance which takes place during the Policy Period and is caused by an "occurrence". We will pay such damages in excess of the Retained Limit Aggregate specified in the Declarations or the amount payable by "other insurance", whichever is greater.
2. Damages because of "bodily injury" include damages claimed by any person or organization for care or loss of services resulting at any time from "bodily injury".
3. This coverage applies anywhere.
4. The amount we will pay is limited as described in Limits of Insurance.
5. Coverage B will not apply to any loss, claim or "suit" for which insurance is afforded under "underlying insurance" or would have been afforded except for the exhaustion of the limits of insurance of "underlying insurance".
6. We have no obligation under this insurance with respect to any claim or "suit" settled without our consent.
7. If we are prevented by law from paying on behalf of the "insured" for coverage provided under this insurance, then we will indemnify the "insured".

8. This insurance applies to "bodily injury" and "property damage" only if:
 - a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - b. The "bodily injury" or "property damage" occurs during the "policy period"; and
 - c. Prior to the "policy period", no "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".
9. "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" 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".
10. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any "insured" or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - c. Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
11. 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".

control of the investigation, settlement or defense of any claim or "suit" against the "insured" for damages covered by this policy:

1. under Coverage A, when the applicable limit of "underlying insurance" has been exhausted by payment of claims; or
 2. under Coverage B, when damages are sought for "bodily injury", "property damage", or "personal and advertising injury" to which no "underlying insurance" or "other insurance" applies.
- B.** In those circumstances where paragraph A. above applies, in addition to the applicable Limits of Insurance we will pay our expenses and the following to the extent that they are not included in "underlying insurance":
1. Up to \$3,000 for the cost of bail bonds. We do not have to furnish these bonds.
 2. The cost of bonds to release attachments, but only for bond amounts within the amount of insurance available. We do not have to furnish these bonds.
 3. 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.
 4. 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";
 5. Pre-judgment interest awarded against the "insured" on that part of the judgment we become obligated to pay. However, if we make an offer to pay the applicable Limit of Insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
 6. All interest awarded against the "insured" on that amount of any judgment that is within the applicable Limits of Insurance that we become obligated to pay that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court that part of the judgment we are obligated to pay.

These Payments will not reduce the limits of insurance.

DEFENSE AND SUPPLEMENTARY PAYMENTS

Applicable to Coverage A and Coverage B

- A.** We have the right and the duty to assume

C. In those circumstances where paragraph **A.** above does not apply we do not have the duty to assume control of the investigation, settlement or defense of any claim or "suit" against the insured. We do, however, have the right to participate in the investigation, settlement or defense of any claim or "suit" that we feel may create liability on our part under the terms of this policy. If we exercise this right, we will do so at our expense.

We will not defend any "suit" after we have exhausted the applicable Limit of Insurance as stated in the Declarations.

If we are prevented by law or otherwise from carrying out the provisions of this section, DEFENSE AND SUPPLEMENTARY PAYMENTS, we will pay any expense incurred with our consent.

LIMITS OF INSURANCE

A. Applicable to Coverage A and Coverage B

1. With respect to Coverage A and Coverage B, the Limits of Insurance shown in the Declarations and the rules below determine the most we will pay, regardless of the number of:

- a. "insureds";
- b. claims made or "suits" brought against any or all "insureds";
- c. coverages provided under this policy; or
- d. persons or organizations making claims or bringing "suits".

2. The Limits of Insurance of this policy will apply as follows:

- a. The limit for Each Occurrence stated in the Declarations is the most we will pay for all damages arising out of any one "occurrence" even if such damages are covered, in whole or in part, under both Coverage A and Coverage B.

Any amount paid for damages arising out of an "occurrence" will reduce the amount of the applicable aggregate limit of insurance available for payment of damages arising out of any other "occurrence".

If the applicable aggregate limit of insurance has been reduced by payment of damages to an amount that is less than the limit of Each Occurrence stated in the Declarations, the remaining aggregate limit of insurance is the most that will be available for payment of damages arising out of any other "occurrence".

b. Subject to paragraph **2.a.** above, the limit stated in the Declarations for the Products-Completed Operations Aggregate is the most we will pay for all damages under the "products-completed operations hazard".

c. Subject to paragraph **2.a.** above, the limit stated in the Declarations for the Other Aggregate is the most we will pay for all damages under Coverage A, or separately under Coverage B, except for:

- 1) damage covered under the "products-completed operations hazard" or,
- 2) damage covered under "underlying insurance" to which no underlying aggregate limit applies.

3. The Limits of Insurance of this policy 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 preceding period for purposes of determining the Limits of Insurance.

B. Applicable to Coverage A Only

1. With respect to Coverage A and subject to paragraphs **2.a.**, **2.b.** and **2.c.** above:

- a. if the limits of "underlying insurance" have been reduced by payment of "loss", this policy will immediately apply excess of the reduced underlying limit; or
- b. if the limits of "underlying insurance" have been exhausted by payment of loss, this policy will continue in force as "underlying insurance".

2. The provisions of **1.a.** and **1.b.** above apply to injury or offense which takes place before the expiration of this policy or the underlying policy, whichever comes first.

EXCLUSIONS

A. Applicable to Coverage A and Coverage B

Under Coverage A and Coverage B, this insurance does not apply to:

1. **Workers' Compensation And Similar Laws**
Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.
2. **E. R. I. S. A.**
Any obligation of the insured under the Employees' Retirement Income Security Act of 1974 (E. R. I. S. A.), and any amendments thereto or any similar federal, state or local statute.
3. **Auto Coverages**
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.
4. **Abuse or Molestation**
"Injury or damage", "bodily injury", "property damage" or "personal and advertising injury" arising out of:
 - a. The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or
 - b. The negligent:
 - 1) Employment;
 - 2) Investigation;
 - 3) Supervision;
 - 4) Reporting to the proper authorities, or failure to so report; or
 - 5) Retention;
 of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph a. above.
5. **Cross Suits**
"Injury or damage", "bodily injury", "property damage" or "personal and advertising injury" sustained by any Named insured shown in the Declarations arising out of the activities or operations of any other Named Insured shown in the Declarations.

6. **Damage To "Your Product"**

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

7. **Damage To "Your Work"**

"Injury or damage" or "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.

8. **Employment-related Practices**

"Injury or damage", "bodily injury" or "personal and advertising injury" to:

- a. A person arising out of any:
 - 1) Refusal to employ that person;
 - 2) Termination of that person's employment; or
 - 3) 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 "injury or damage", "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraph 1), 2) or 3) above is directed.

This exclusion applies whether the injury-causing event described in Paragraph 1), 2) or 3) 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.

9. **Fungi Or Bacteria**

- a. "Injury or damage", "bodily injury", "property damage" or "personal and advertising injury" 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", "bodily injury", "property damage", or "personal and advertising injury".

- 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.

10. Punitive Damages

Any punitive or exemplary damages, fines or penalties.

11. 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.

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.

12. Silica Or Silica-Related Dust

- a. "Injury or damage", "bodily injury", "property damage" or "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.

13. Asbestos, Electronic Emissions, Lead or Radon

"Injury or damage", "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- a. Asbestos including but not limited to any injury or damage related to, arising or alleged to have arisen out of any use, exposure, existence, detection, removal, elimination, avoidance, act, error, omission, failure to disclose or warn of the presence of asbestos or any other duty involving asbestos;
- b. Electromagnetic emissions or radiation including but not limited to any injury or damage related to, arising or alleged to have arisen out of any use, exposure, existence, detection, removal, elimination, avoidance, act, error, omission, failure to disclose or warn of the presence of electromagnetic emissions or radiation or any other duty involving electromagnetic emissions or radiation;
- c. Lead including but not limited to any injury or damage related to, arising or alleged to have arisen out of any use, exposure, existence, detection, removal, elimination, avoidance, act, error, omission, failure to disclose or warn of the presence of lead or any other duty involving lead; or
- d. Radon or any other radioactive emissions, manmade or natural, including but not limited to any injury or damage related to, arising or alleged to have arisen out of any use, exposure, existence, detection, removal, elimination, avoidance, act, error, omission, failure to disclose or warn of the presence of radon or any other radioactive emissions or any other duty involving radon or other radioactive emissions.

B. Applicable to Coverage A Only

The exclusions applicable to the "underlying insurance" also apply to this insurance. Additionally, this insurance does not apply to:

- 1. Damage To Property
 - "Injury or damage" to:
 - a. Property:

- 1) 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
 - 2) Owned or transported by the insured and arising out of the ownership, maintenance or use of a "covered auto".
- b. Premises you sell, give away or abandon, if the "injury or damage" arises out of any part of those premises;
 - c. Property loaned to you;
 - d. Personal property in the care, custody or control of the insured;
 - e. 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 "injury or damage" arises out of those operations; or
 - f. That particular part of any property that must be restored, repaired or replaced because your work (as defined in the "underlying insurance") was incorrectly performed on it.

Paragraph **b.** of this exclusion does not apply if the premises are your work (as defined in the "underlying insurance") and were never occupied, rented or held for rental by you.

Paragraphs **a.2), c., d., e.** and **f.** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **c.** and **d.** of this exclusion do not apply to liability assumed under a written Trailer Interchange agreement.

Paragraph **f.** of this exclusion does not apply to "injury or damage" included in the "products-completed operations hazard".

2. Auto Pollution

"Injury or 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 "injury or damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **10.b.** and **10.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "occurrences" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a "covered auto" if:

- 1) 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
- 2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

3. Other Than Auto Pollution

- a. "Injury or damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - 1) 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:
 - a) "Injury or damage" 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;
 - b) "Injury or 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
 - c) "Injury or damage" arising out of heat, smoke or fumes from a "hostile fire";
 - 2) 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;
 - 3) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - a) Any insured; or
 - b) Any person or organization for whom you may be legally responsible; or
 - 4) 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:

- a) "Injury or 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 "injury or 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;
 - b) "Injury or 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
 - c) "Injury or damage" arising out of heat, smoke or fumes from a "hostile fire".
- 5) 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".

- b. 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".

However, this paragraph does not apply to liability for damages because of "injury or 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.

C. Applicable to Coverage B Only

Under Coverage B, this insurance does not apply to:

1. 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.

2. Contractual Liability

"Bodily injury", "property damage" or "personal and advertising injury" 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 that the "insured" would have in the absence of the contract or agreement.

3. Liquor Liability

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

- a. Causing or contributing to the intoxication of any person;
- b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- c. 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:

- 1) The supervision, hiring, employment, training or monitoring of others by that "insured"; or
- 2) 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 a., b., or c.

4. Auto Coverages

"Bodily injury" or "property damage" arising out of the ownership, maintenance or use of any "auto" within the United States of America, including its possessions and territories; Puerto Rico; and Canada, or while "autos" are being transported between these places.

5. 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 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 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.

6. 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".

7. 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.

8. 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.

9. Damage To Property

"Property damage" to:

- a. Property:
 - 1) 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
 - 2) Owned or transported by the insured and arising out of the ownership, maintenance or use of a "covered auto".
- b. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- c. Property loaned to you;
- d. Personal property in the care, custody or control of the insured;
- e. 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

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

10. 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:

- a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- b. 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.

11. 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:

- a. "Your product";
- b. "Your work"; or
- c. "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.

12. Professional Services

"Bodily injury", "property damage" and "personal and advertising injury" due to 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, cardio-vascular fitness, body-building 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 or tattooing 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 "occurrence" which caused the "bodily injury", "property damage" or "personal and advertising injury" involved the rendering of or failure to render any professional service,

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

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

14. "Personal and Advertising Injury"

- a. **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".
- b. **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.
- c. **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.
- d. **Criminal Acts**
Arising out of a criminal act committed by or at the direction of the insured.
- e. **Breach Of Contract**
Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".
- f. **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".
- g. **Wrong Description Of Prices**
Arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

h. Infringement Of Copyright, Patent, Trademark, Trade Secret Or Trade Name

Arising out of the infringement of copyright, patent, trademark, trade secret, trade name, 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.

i. Insureds In Media And Internet Type Businesses

Committed by an insured whose business is:

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

However, this exclusion does not apply to Paragraphs **13.a.**, **b.** and **c.** of "personal and advertising injury" under the **DEFINITIONS** section, **C. Applicable to Coverage B Only.**

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.

j. 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.

k. 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.

15. Pollution

- a.** Bodily injury", "property damage" or "personal and advertising injury" 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

b. 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".

DEFINITIONS

A. Applicable to Coverage A and Coverage B

As used in Coverage A and Coverage B:

1. "Auto" means:

- a.** a Land motor vehicle, trailer or semi-trailer 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".

2. "Covered auto" means only those "autos" to which "underlying insurance" applies.

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

4. "Loss" means those sums actually paid in the settlement or satisfaction of a claim which the "insured" is legally obligated to pay as damages because of injury or offense, after making proper deductions for all recoveries and salvage.

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;
- 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 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 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".

- 6. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 7. "Other insurance" means a policy of insurance affording coverage that this policy also affords. "Other insurance" includes any type of self-insurance or other mechanism by which an "insured" arranges for funding of legal liabilities.
 "Other insurance" does not include "underlying insurance" or a policy of insurance specifically purchased to be excess of this policy affording coverage that this policy also affords.
- 8. "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.
- 9. "Products-completed operations hazard" means all "injury or damage", "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - a. products that are still in your physical possession; or
 - b. work that has not yet been completed or abandoned. "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 the work to be one 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.

This hazard does not include "injury or damage", "bodily injury" or "property damage" arising out of:

- 1) the transportation of property, unless the "injury or damage" "bodily injury" or "property damage", arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by loading or unloading of that vehicle by any insured; or
 - 2) the existence of tools, uninstalled equipment or abandoned or unused materials
10. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
11. "Silica-related dust" means a mixture or combination of silica and other dust or particles.
12. "Suit" means a civil proceeding in which injuries or damages to which this insurance applies are alleged. "Suit" includes:
- a. an arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
 - b. any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.
13. "Underlying insurance" means the policy or policies of insurance listed in the Schedule of Underlying Insurance forming a part of this policy, including any type of self-insurance or alternative method by which the "insured" arranges for funding of legal liabilities that affords coverage that this policy covers.
- "Underlying insurance" does not include any Extended Reporting Periods on the policies shown in the Declarations. Extended Reporting Periods must be endorsed onto this policy by us.
14. "Underlying insurer" means any insurer who provides any policy of insurance listed in the Schedule of Underlying Insurance.
15. "Your product" means:
- a. any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - 1) you;
 - 2) others trading under your name; or
 - 3) a person or organization whose business or assets you have acquired; and

- b. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes:

- a. warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- b. the providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for use of others but not sold.

16. "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:

- a. warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- b. the providing of or failure to provide warnings or instruction.

B. Applicable to Coverage A Only

As used in Coverage A:

1. "Injury or damage" means any injury or damage covered in the applicable "underlying insurance" arising from an "occurrence".
2. "Insured" means:
 - a. the Named Insured stated in the Declarations;
 - b. any person or organization, other than an additional insured, included as an "insured" in "underlying insurance"; and
 - c. any additional insured under any policy of "underlying insurance" will automatically be an "insured" under this insurance.

Subject to the LIMITS OF INSURANCE section, 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:

- 1) the minimum amount of insurance required by the contract or agreement, less any amounts payable by any "underlying insurance"; or
- 2) the amount of insurance available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.
3. "Covered auto" means only those "autos" to which "underlying insurance" applies.
4. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

C. Applicable to Coverage B Only

As used in Coverage B:

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.
2. "Bodily injury" means physical injury, sickness or disease to a person and, if arising out of the foregoing, mental anguish, mental injury, shock or humiliation, including death at any time resulting therefrom.
3. "Coverage territory" means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanctions or embargo by the United States of America.
4. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
5. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by laws or any other similar governing document.
6. "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:
 - a. the repair, replacement, adjustment or removal of "your product" or "your work";
 - b. your fulfilling the terms of the contract or agreement.

7. "Insured" means:

- a. If you are designated in the Declarations as:
 - 1) An individual, you and your spouse, but only with respect to the conduct of a business of which you are the sole owner.
 - 2) A partnership or joint venture, your members, partners and their spouses are also "insureds", but only with respect to the conduct of your business.
 - 3) A limited liability company, any member, 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, your "executive officers" and directors, 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.
- b. Any organization over which the Named Insured maintains majority interest and to which more specific insurance does not apply, other than one which you newly acquire or form;
- c. Any newly acquired or formed organization over which the Named Insured maintains majority interest and to which more specific insurance does not apply; provided that this policy does not apply to any injury or damage that took place before you acquired or formed the organization;
- d. 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" are insureds for "bodily injury" or "personal and advertising injury":

- 1) 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;
 - 2) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph 1) above; or
 - 3) 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) or 2) above.
- e. any person or organization while acting as your real estate manager; or
- f. your legal representative if you die, but only with respect to duties as such.
- No person or organization is an "insured" with respect to the conduct of any current, past or newly formed partnership or joint venture that is not designated within the Declarations of this policy as Named Insured.
8. "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 include a "temporary worker".
 9. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses committed in the course of your business:
 - 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 of material that slanders or libels a person or organization or disparages a person's or organizations goods, products or services;

- e. oral or written publication of material that violates a person's right of privacy;
 - f. discrimination, unless insurance coverage therefore is prohibited by law or statute;
 - g. the use of another's advertising idea in your "advertisement"; or
 - h. infringing upon another's copyright, trade dress or slogan in your "advertisement".
10. "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 shall be deemed to occur at the time of the "occurrence" that caused it.
11. "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.
12. "Tort liability" means a liability that would be imposed by law in the absence of any contract or agreement.

CONDITIONS

Applicable to Coverage A and Coverage B

The following Conditions are applicable to both Coverage A and Coverage B.

1. Appeals

At our option we can initiate or participate in an appeal of a judgment against any "insured" if the judgment is for more than the amount of the Retained Limit Aggregate stated in the Declarations or the Limits of Insurance of "underlying insurance". If we initiate or participate in an appeal, we will pay our costs of the appeal. These payments will be in addition to the Limits of Insurance of this policy.

2. Audit of Books and Records

We may audit the "insured's" books and records at any time during the term of this insurance or within three years after expiration or termination.

3. Bankruptcy or Insolvency

a. Bankruptcy or Insolvency of Insured

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

- b. Bankruptcy or Insolvency of Underlying Insurer

Bankruptcy or insolvency of the "underlying insurer" will not relieve us of our obligations under this policy.

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.

4. Cancellation

- a. The first Named Insured shown in the 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) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- 2) 30 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 will state the effective date of cancellation. The policy period will end on that date.

- e. 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.

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

5. Changes

Notice to any agent or knowledge possessed by any agent or by any other person will not effect a waiver or change in any part of this policy. This policy can only be changed by a written endorsement that becomes part of this policy.

6. Duties in the Event of "Occurrence", Claim or "Suit"

- a. You must see to it that we and your "underlying insurers":

- 1) are notified as soon as possible of any "occurrence" which may result in a claim if the claim may involve this policy or any "underlying insurance";

- 2) receive notice of the claim or "suit" as soon as possible;

- 3) are helped, at our request, to enforce any right against any person or organization which may be liable to the "insured" because of injury or damage to which this insurance applies; and

- 4) receive the "insured's" full cooperation as stated in this policy or in any "underlying insurance".

- b. Additionally, it is a requirement of this policy that:

- 1) the "insured" not make any admission of liability; and

- 2) the "insured" not, unless we agree, incur any expense or make any payment other than for first aid. Any such unauthorized expenses will be the "insured's" own cost.

7. First Named Insured

The person or organization first named in the Declarations is primarily responsible for the payment of all premiums. The first Named Insured will act on behalf of all other "insureds" for the giving and receiving of notice of cancellation and the receiving of any return premiums that become payable under this policy.

8. Inspections and Surveys

- a. We have the right but are not obligated to:

- 1) make inspections and surveys at anytime;

- 2) give you reports on the conditions we find; and

- 3) recommend changes.

- b. Any inspections, surveys, reports or recommendations 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:

- 1) are safe or healthful; or
 - 2) comply with laws, regulations, codes or standards.
 - c. 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.
- 9. Maintenance of Underlying Insurance**
- a. While this policy is in effect you agree to maintain "underlying insurance" in full force. This means that:
 - 1) "underlying insurance" may not be cancelled or non-renewed by either you or the insurance company without notifying us;
 - 2) renewals or replacements of "underlying insurance" will not be more restrictive in coverage;
 - 3) terms, conditions and endorsements of "underlying insurance" will not materially change;
 - 4) collectability of "underlying insurance" limits as listed in the Schedule of Underlying Insurance, or replacements thereof, must be available regardless of the bankruptcy or insolvency of the "underlying insurers"; and
 - 5) limits of "underlying insurance" will not change except for any reduction in the aggregate limits of insurance by payment of loss.
 - b. Your failure and/or your "underlying insurer's" failure to comply with this condition will not invalidate this policy, but in the event of such failure we will only be liable to the same extent as if there had been compliance with this condition.
- 10. "Other Insurance"**
- If "other insurance" applies to claims covered by this policy, the insurance under this policy is excess and we will not make any payments until the "other insurance" has been exhausted by payment of claims. This insurance is not subject to the terms or conditions of any "other insurance".

11. Other Umbrella Liability Policies

If this policy and any other umbrella liability policy issued to you by us or any affiliated Company apply to the same "occurrence", the total maximum amount payable under all policies shall not exceed the highest applicable limit of liability under any one policy.

12. Policy Period

- a. If the "underlying insurance" applies on a claims-made basis, this insurance will respond to injury or damage only if a claim for damages is first received and recorded, in the manner prescribed by the "underlying insurance", during the policy period of this insurance shown in the Declarations, including any Extended Reporting Period applicable to this insurance, regardless of any Extended Reporting Period applicable to "underlying insurance".
- b. If the "underlying insurance" does not apply on a claims-made basis, this insurance will respond to injury or damage that occurs or arises from an offense committed during the policy period of this insurance shown in the Declarations.

13. Premium

The premium for this policy as stated in of the Declarations is a flat premium. It is not subject to adjustment unless an endorsement is attached to this policy.

14. 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 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.

15. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned 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.

16. Transfer of Rights and Duties

Your rights and duties under this insurance may not be transferred without our written consent. If you die, then 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 apportioned, anyone having temporary custody of your property will have your rights and duties, but only with respect to that property.

17. Transfer of Rights of Recovery

- a. If the "insured" has rights to recover all or part of any payment we have made under this insurance, 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.
- b. Any amount recovered will be apportioned in the inverse order of payment of loss to the extent of actual payment. The expenses of all such recovery proceedings will be apportioned in the ratio of respective recoveries.

18. When Loss is Payable

This policy will not apply until the "insured", or the "insured's" "underlying insurer", is obligated to pay the full amount of the underlying limit or Retained Limit Aggregate. When the amount of "loss" has finally been determined, we will promptly pay on behalf of the "insured" the amount of "loss" which falls within the terms of this policy. The first Named Insured will promptly reimburse us for any amount within the Retained Limit Aggregate paid by us.

1. Under any Liability Coverage, to "bodily injury" or "property damage":

- a. 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
- b. 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.

2. 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.**3. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:**

- a. 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;
- b. 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

NUCLEAR ENERGY LIABILITY EXCLUSION

- A. The insurance does not apply:

- c. 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 c. applies only to "property damage" to such "nuclear facility" and any property thereat.

B. 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.

Excess Liability Coverage Form

Named Insured: Tri County Tower
LLC Policy Number: XSC0008230325

Effective Date: 03/03/2025
Transaction No: 001

We encourage you to review this Policy carefully so you understand the coverages that you have purchased, and the full extent of your and our rights and duties under this Policy.

Words and phrases in **bold-type**, other than headings, have special meaning and are defined in the Definitions of this Policy.

I. INSURING AGREEMENT

This policy shall provide excess coverage in conformance with the same terms, conditions and limitations of the **Followed Policy**, subject to the terms and conditions of this policy, including its Limit of Liability.

II. ATTACHMENT & LIMIT OF LIABILITY

The Limit of Liability specified in Item 3 of the Declarations is the aggregate limit of the **Insurer's** liability for all coverage under this policy and is the maximum amount payable by the **Insurer**.

Liability shall only attach to the **Insurer** after the total limits of the **Underlying Policies** and any applicable retentions have been exhausted by payments of **Loss** by or on behalf of the **Insurers** of the **Underlying Policies**, any other insurer, the **Insureds** or others on behalf of the **Insureds**. In the event such payments exhaust the **Underlying Policies**, this policy shall apply as primary subject to the satisfaction of any applicable deductible or retention for any subsequent **Claim**. In the event of reduction of the **Underlying Policies**, this policy shall continue as excess. This policy shall not drop down for any reason including the failure to maintain any **Underlying Policy**, uncollectability of any **Underlying Policy** or the insolvency of any insurer of an **Underlying Policy**, which risks are expressly retained by the **Policyholder** and any **Insureds**.

If the **Followed Policy** or any **Underlying Policy** grants any coverage subject to a sublimit of liability, this policy shall not offer such coverage; however, this policy shall recognize erosion of the **Underlying Polic(ies)** by any payment of such sublimit.

III. POLICY DEFINITIONS

The terms **Insurer**, **Policyholder**, **Followed Policy**, **Primary Policy**, **Policy Period**, and **Underlying Policies** shall each have the same meaning attributed to them in the Declarations.

All other defined terms shall have the meaning ascribed to them in the **Followed Policy**.

IV. TERMS & CONDITIONS

The **Insureds** shall provide notice of any **Claim** or notice of circumstances that might give rise to a **Claim** in conformance with the notice provisions of the **Followed Policy** except that notice shall be delivered by mail or email at the address specified in Item 7 of the Declarations and be provided at the same time such notice is reported under the **Followed Policy**. Any other notice required or permitted under the **Followed Policy** shall be delivered by mail or email to the **Insurer** at the address specified in Item 7 at the same time such notice is provided to the insurer of the **Followed Policy**. Notice to the insurer of the **Followed Policy** or of any **Underlying Policy** shall not be considered notice to the **Insurer**.

The **Insurer** shall have the same rights afforded to the insurer of the **Followed Policy**, including without limitation, the right, not the obligation, to associate in the investigation, defense and settlement of any **Claim** that appears reasonably likely to involve the **Insurer**, even if the limits of the **Underlying Policies** have not been exhausted.

If subsequent to the inception date of this policy, there is a change to the **Followed Policy** or any **Underlying Policy**, this policy shall only become subject to such change if the **Insurer** agrees by written endorsement or after review of the specific wording change, by confirmatory email from the designated underwriter or manager. Written notice of such change must be provided as soon as practicable.

The **Insurer** is not obligated under this policy to provide defense or cover any defense costs or any other components of **Loss** beyond the Limit of Liability as outlined in Item 3 of the Declarations; however, this policy follows the same terms, conditions and limitations with respect to defense as the **Followed Policy**.

No action taken by any other insurer shall bind the **Insurer** under this policy.

Noncontributory - Other Insurance Condition

Named Insured: Tri County Tower
LLC Policy Number: XSC0008230325

Effective Date: 03/03/2025
Transaction No: 001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE FORM

The following wording is added to **SECTION IV. TERMS & CONDITIONS**:

This insurance is excess over any other valid and collectible insurance whether primary, excess, contingent or any other basis.

However, this provision will not apply if:

1. The other insurance is written specifically to be excess over this insurance; or
2. The insurance provided under this policy will not seek contribution from any other insurance available to an additional insured, provided that:
 - a. The additional insured is a Named Insured under such other insurance;
 - b. You have agreed in writing in a contract or agreement that this insurance would not seek contribution from any other insurance available to the additional insured.

When this insurance is excess, 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.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation)

Named Insured: Tri County Tower
LLC Policy Number: XSC0008230325

Effective Date: 03/03/2025
Transaction No: 001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE FORM

SCHEDULE

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

A person or organization you have agreed in a written contract to waive any right of recovery against provided the written contract is executed prior to the injury or damage.

The following is added to **SECTION IV. TERMS & CONDITIONS:**

We agree to waive any right of recovery against any person(s) or organization(s) shown in the Schedule above because of payments we make under this policy for injury or damage arising out of your ongoing operations, your work done under a contract with that person or organization and included in the products-completed operations hazard. 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.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

COMMERCIAL EXCESS POLICY

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.

Words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI - DEFINITIONS**.

SECTION I - INSURING AGREEMENT

Except for the terms, conditions, definitions and exclusions of this Policy, the coverage provided by this Policy will follow the "controlling underlying insurance".

We will pay on behalf of the insured "loss" in excess of the "underlying limits of insurance" subject to **SECTION II - LIMITS OF INSURANCE**.

In no event will this Policy provide broader coverage in any respect than is provided in any "underlying insurance".

If any "underlying insurance" affords coverage for any "loss" that is subject to a limit that is less than the full amount of the "underlying limits of insurance" coverage under this Policy does not apply.

SECTION II - LIMITS OF INSURANCE

- A.** The Limits of Insurance shown in the Declarations and the rules below describe the most we will pay regardless the number of:
1. insureds;
 2. claims made or suits brought; or
 3. persons or organizations making claims or bringing suits.
- B.** The Limits of Insurance of this Policy will apply as follows:
1. This Policy applies only in excess of the "underlying limits of insurance" shown in the Schedule of Underlying Insurance.
 2. The Aggregate Limit shown in the Declarations is the most we will pay for all "loss" that is subject to an aggregate limit provided by the "controlling underlying insurance". The Aggregate Limit will apply separately and in the same manner as the aggregate limit in such "controlling underlying insurance", provided that all "underlying insurance" applies their aggregate limit in the same manner as the "controlling underlying insurance", but only up to the amount shown in the Declarations of this Policy.
 3. The Each Occurrence limit stated in the Declarations is the most we will pay for all "loss" arising out of any one occurrence to which this Policy applies.
 4. "Underlying limits of insurance" will only be reduced or exhausted by actual payment of "loss" by the underlying insurers for the full amount of "underlying limits of insurance" for judgments or settlements for "loss" to which this Policy applies. When the "underlying limits of insurance" are reduced or exhausted, the insurance provided by this Policy will apply in excess of the reduced or exhausted "underlying limits of insurance".

However, we will not pay that portion of a "loss" that is within the "underlying limits of insurance" which the Insured has agreed to fund by self-insurance or means other than insurance.

- C. The Limits of Insurance of this Policy 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 III - DEFENSE AND SUPPLEMENTARY PAYMENTS

- A. We will have the right to be associated with you or your underlying insurer or both in the investigation of any claim or defense of any suit which in our opinion may create liability for us for "loss" under this Policy. If we exercise such right, we will do so at our own expense and we will have the right to withdraw at any time.
- B. If all "underlying limits of insurance" stated in the Schedule of Underlying Insurance are exhausted by payment of "loss", we shall have the right, but not the duty, to investigate any claim or assume the defense of any suit which in our opinion may give rise to a "loss" under this Policy. If we exercise such right, we will do so at our own expense and we will have the right to withdraw at any time.

SECTION IV - EXCLUSIONS

This insurance does not apply to:

A. Asbestos

Any liability including, but not limited to settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants arising out of or related in any way, either directly or indirectly, to:

1. asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust, including, but not limited to, manufacture, mining, use, sale, installation, removal, or distribution activities, and including, but not limited to, any disturbance, upset or unsettling of asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust;
2. exposure to testing for, monitoring of, cleaning up, removing, containing or treating of asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust; or
3. any obligation to investigate, settle or defend, or indemnify any person against any request, demand, claim or suit arising out of or related in any way, either directly or indirectly, to asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust.

B. Nuclear Energy Liability

Any liability:

1. with respect to which any insured under this 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 insurance; or
2. resulting from the "hazardous properties" of "nuclear material" and with respect to which:
 - a. a person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - b. any 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.

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Any injury or "nuclear property 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, any insured; or
 - b. has been discharged or dispersed therefrom;
2. the "nuclear material" is contained in "spent fuel" or "nuclear waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of any insured; or
3. the injury or "nuclear 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 **B.3.** applies only to "nuclear property damage" to such "nuclear facility" and any property therein.

As used in this exclusion:

1. "Hazardous properties" include radioactive, toxic or explosive properties.
2. "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 "nuclear 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 any 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 "nuclear 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.

3. "Nuclear material" means "source material", "special nuclear material" or "by-product material".
4. "Nuclear property damage" includes all forms of radioactive contamination of property.
5. "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.
6. "Nuclear waste" means any waste material:
 - a. containing "by-product material" other than the tailings of "nuclear 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 within the definition of "nuclear facility" under Paragraphs **a.** and **b.** in the definition of "nuclear facility".

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

7. "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.
8. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

C. Pollution

Any liability including, but not limited to settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants arising out of or in any way related, either directly or indirectly, to:

1. the actual, alleged or threatened presence, discharge, dispersal, seepage, migration, release, escape of, or exposure to "pollutants", however caused;
2. any request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to or assess the effects of "pollutants". This includes demands, directives, complaints, suits, orders or requests brought by any governmental entity or by any person or group of persons;
3. steps taken or amounts incurred by a governmental unit or any other person or organization to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize or assess the effects of "pollutants".

This exclusion will apply to any liability, costs, charges or expenses, or any judgments or settlements, arising directly or indirectly out of pollution whether or not the pollution was sudden, accidental, gradual, intended, expected, unexpected, preventable or not preventable.

As used in this exclusion "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.

SECTION V - CONDITIONS

A. Appeals

In the event you or any underlying insurer elects not to appeal a judgment in excess of the amount of the "underlying insurance", we may elect to appeal at our expense. If we elect to do so, we will be liable for the costs and additional interest accruing during this appeal. Those sums will be in addition to the Limit of Insurance. In no event will our liability exceed the applicable Limit of Insurance.

B. Bankruptcy or Insolvency

The bankruptcy, insolvency or inability to pay of any insured or of the insured's estate, or the bankruptcy, insolvency or inability of any of the underlying insurers to pay, will not relieve us from our obligation to pay "loss" covered by this Policy.

In the event of such bankruptcy, insolvency or refusal or inability to pay, the insurance afforded by this Policy will not replace such "underlying insurance", but will apply as if the "underlying insurance" was fully available and collectible.

C. 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. However, final premium will not be less than the Minimum Premium as shown in the Declarations. 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.

In the event that any of the above provisions conflict with any law or regulation that controls or governs the cancellation of this Policy, then such law or regulation shall prevail and this Policy is amended to conform to such law or regulation.

D. 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 written endorsement issued by us and made part of this Policy. Notice to any agent or knowledge possessed by any agent or any other person will not waive or a change any part of this Policy.

E. First Named Insured Duties

The person or organization first named in the Declarations is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for the giving and receiving of notice of cancellation or the receipt of any return premium that may become payable. We will be furnished a complete copy of the "controlling underlying insurance" described in the Schedule of Underlying Insurance and any subsequently issued endorsements which may in any way affect this insurance.

F. Legal Actions Against Us

No person or organization has a right under this Policy:

1. to join us as a party or otherwise bring us into a suit asking for damages from an insured; or
2. 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; 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 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.

G. Maintenance of Underlying Insurance

During the period of this Policy, you agree:

1. to keep the "underlying insurance" in full force and effect; and
2. that the "underlying limits of insurance" will be maintained except for any reduction or exhaustion by payment of claims or suits covered by "underlying insurance".

If you fail to comply with these requirements, we will only be liable to the same extent that we would have been had you fully complied with these requirements.

H. Nonrenewal

If we decide not to renew this Policy, 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.

In the event that provisions of this condition conflict with any law or regulation that controls or governs the cancellation of this Policy, then such law or regulation shall prevail and this Policy is amended to conform to such law or regulation.

I. Notice of Occurrence

1. You must see to it that we are notified as soon as practicable of an occurrence which may result in a "loss" covered under this Policy. To the extent possible, notice will include:
 - a. how, when and where the occurrence took place;
 - b. the names and addresses of any injured persons and witnesses;
 - c. the nature and location of any injury or damage arising out of the occurrence.
2. If a claim or suit against any insured is reasonably likely to involve this Policy, you must notify us in writing as soon as practicable.
3. You and any other involved insured must:
 - a. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
 - b. authorize us to obtain records and other information;
 - c. cooperate with us in the investigation, settlement or defense of the claim or suit; and
 - d. 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.
4. The insureds will not, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

J. Other Insurance

If other valid and collectible insurance applies to a "loss" that is also covered by this Policy, this Policy will only apply in excess of the applicable limits of that other insurance. Nothing in this provision will be construed to make this Policy subject to the terms, conditions and limitations of such other insurance. However, this provision will not apply if the other insurance is specifically written to apply only in excess of the applicable Limits of Liability of this Policy. Other insurance includes any type of self-insurance or other mechanism by which an insured arranges for funding of legal liabilities.

K. Premium

Unless otherwise provided, the premium for this Policy is a flat premium and is not subject to adjustment except as provided herein or amended by endorsement. If any additional premium charge is made to the "underlying insurance" during the policy period or if there is an increase in the risk assumed by us, our premium may be adjusted accordingly.

L. Terms Conform to Statute

In the event that provisions of this Policy conflict with any law or regulation that controls or governs this Policy, then such law or regulation shall prevail and this Policy is amended to conform to such law or regulation.

M. Titles and Headings

Headings and titles contained in this Policy are for purposes of organization and reference only. They do not, and shall not be deemed to, control or affect the meaning or construction of any provision of this Policy.

N. When Loss is Payable

Coverage under this Policy will not apply unless and until the insured or the insured's "underlying insurance" has paid or is obligated to pay the full amount of the "underlying limits of insurance" stated the Schedule of Underlying Insurance.

When the amount of "loss" has finally been determined, we will pay as soon as practicable on behalf of the insured the amount of "loss" covered under the terms of this Policy.

O. When We Are Prohibited From Paying Damages On Behalf Of An Insured

If we are prevented by laws, statutes or regulations of a country or jurisdiction from paying for "loss" on behalf of the insured, then where permitted by the laws, statutes or regulations of such country or jurisdiction, we will indemnify the insured for those sums in excess of the "underlying limits of insurance".

SECTION VI - DEFINITIONS

A. Controlling Underlying Insurance

"Controlling underlying insurance" means the policy or policies of insurance stated as such in the Schedule of Underlying Insurance.

B. Loss

"Loss" means those sums which an insured is legally obligated to pay as damages, after making proper deductions for all recoveries and salvage.

C. Underlying Insurance

"Underlying insurance" means "controlling underlying insurance" and all policies of insurance listed in the Schedule of Underlying Insurance.

D. Underlying Limits of Insurance

"Underlying limits of insurance" means the total sum of the limits of all applicable "underlying insurance" stated in the Schedule of Underlying Insurance, including self-insurance, or means other than insurance.

Site Inspection Report

SITE:

CLIENT:

DATE:

TCT Job #:

INSPECTED BY: TRI COUNTY TOWER, LLC

INSPECTOR:

Tri-County Tower, LLC

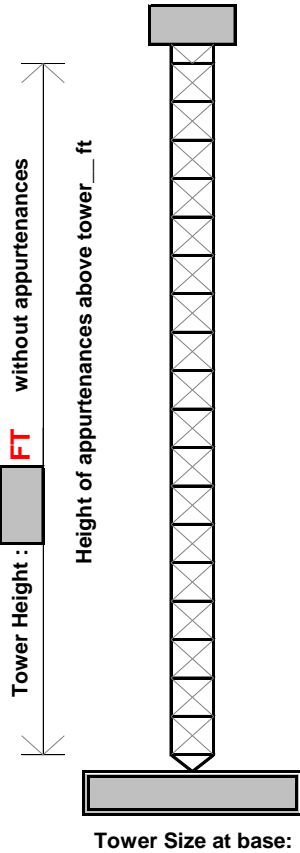
8900 Mahoning Ave
North Jackson, OH 44451

Customer:			
Tower Name / Number:			
Date:		Inspection Class:	
Inspector:			

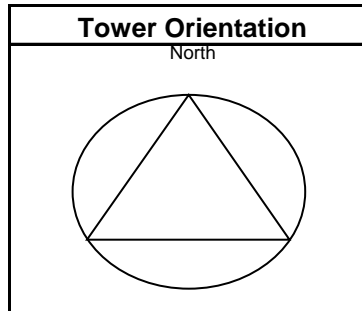
SECTION A - Tower/Compound

Guy Tower

Total height of tower & appurtenances



Inner Anchor (ft):	
Outer Anchor (ft):	
Leg Type:	
Leg Size:	



Guy Size / Point Elevation	Turn Buckle Size/ type	Torq/Pt.

Tower Location

Latitude			
Longitude			
FCC Registration #			
Address:			
City		State	
Zip			
County			

Lighting Information

Controller Manufacturer:			
Model Number:			
Monitor Manufacturer:			
Serial Number:			
Location:			
Phone #			
Light Type	Height	#	Condition
Strobe			
OBS Marker			
Mid Tier Strobe			
OBS Marker			

SITE DIAGRAM

NORTH

Tri-County Tower, LLC

**8900 Mahoning Ave
North Jackson, OH 44451**

Customer:			
Tower Name / Number:			
Date:		Inspection Class:	
Inspector:			

SECTION B - TOWER STRUCTURE

1. Is concrete foundation cracking / checking?	
2. Is there any deterioration of grout?	
3. Are all anchor nuts & bolts tight?	
4. Are there any damaged structural members on the tower?	
5. Are all grounding connections tight and free of corrosion / rust?	
6. Any ground wires damaged or sharply bent?	
7. Does weather seal in building wall appear weathertight?	
8. How many tower bolts were checked for tightness?	
9. How many tower bolts found loose?	
10. Is tower baseplate clean and properly draining?	
11. Are all tower weep holes open?	
12. Is lightning rod the highest point on the tower?	
13. Are all nuts and bolts tight on ice bridge?	
14. Any ice bridge structural members damaged or missing?	
15. Is tower paint flaking, peeling, or fading?	
16. Was tower vertical alignment checked with a transit?	
17. Is rust evident on tower structure or nuts and bolts?	
18. Is the safety climb present and in good condition?	
19. Is tower paint in compliance, picture with chart if not	

SECTION C - Grounding

1. Is the ice bridge grounded correctly?	
2. Is the fencing grounded properly? (tower and anchors)	
3. Is there grounding installed at the bulkhead?	
4. Is the generator grounded?	
5. Is the propane tank grounded?	
6. Are the coax lines grounded?	
7. Are the antennas grounded?	
8. Is the lighting system grounded?	
9. Is each leg of the tower grounded?	

SECTION D - LIGHTING SYSTEM

1. Are the conduit or junction boxes cracked, broken or rusted?	
2. Was any water found in lighting fixtures or junction boxes?	
3. Is conduit/SO Secured to tower properly?	
4. Are fixtures clean and free of broken glass & dirt?	
5. Are all sockets and gaskets in good condition?	
6. Is lighting and monitoring system working properly?	
8. Are obstruction light globes broken or cracked?	
9. Is beacon cord and internal beacon in good condition?	
10. Was tower relamped?	
List # of lamps used	
116 Watt OBS Lamps	
620 Watt Lamps	
700 W. Lamps	

SECTION E - GUYING SYSTEM

1. Are cable clamps malleable, dropforged or preformed?	
2. Are cable clamps tight?	
3. Are ice breakers securely fastened to guys having preform grips?	
4. Are all anchors grounded above ground?	
5. Are all grounding connections tight and in good condition?	
6. Is there any sign of rust or damage to guy strand or guy hardware?	
7. Do slippage bands show signs of slippage?	
8. Is there any sign of erosion or movement in the guy anchors?	
9. Are cotter pins in good condition and correct size?	
10. Is there any rust on anchor bars?	
11. Were guy tensions checked and recorded?	
12. Are guy safeties installed and correct?	

SECTION F - WAVEGUIDE / COAXIAL LINES

1. Are all grounding connections tight and in good condition?	
2. Are there any dents, cracks or damage?	

SECTION G - ANTENNAS

1. Do installed ice shields provide adequate protection?	
2. Any loose bolts, rust or cracked welds on antenna mounts?	
3. Do antennas have any dents, cracks holes, or bends?	
4. Is waveguide or coax connection to antenna weathertight?	

SECTION H - SITE APPEARANCE & GENERAL CONDITION

1. Is site clean and free of rubbish, weeds and brush?	
2. Are guy anchors and tower site fenced?	
3. Is there evidence of vandalism?	
4. Are all gates locked and fences secure?	
5. Any unusual access issues?	
6. Is access road free of weeds, debris, potholes and washouts?	
7. Is site signage in compliance with the latest sign standards?	

SECTION I - BUILDINGS / EQUIPMENT

1. Are building(s) roof free from leaks?	
2. Are building(s) secure and free from structural defects?	
3. Floor tiles cracked, chipped or missing?	
4. Floor swept and equipment dusted?	
5. Ports sealed to keep out pests / moisture?	
6. Is there a generator building?	
Building size (ft)	
Generator Manufacturer	
Model Number	
Generator Size (Kw)	
Fuel Tank Type	
Fuel Tank Capacity (gal)	
7. Is the generator building free from leaks / pests / oil residue?	
8. Any towers within .5 mile proximity?	
9. Power company meter number	
10. Building load (amps)	
11. Number of free receptacles in building	
12. A/C 1 Type	
Tonnage / BTU	
Manufacturer	
Model #	
Filter Cleaned / Replaced / Coolant Added?	
13. A/C #2 Type	
Tonnage / BTU	
Manufacturer	
Model #	
Filter Cleaned / Replaced / Coolant Added?	
13a. Are all AC units and Generators properly labeled	
14. Building Dimensions (ft)	
15. Building Type (ex. Thermabond, Miller, etc.)	
16. Department of Commerce Number	
17. Are Customer Cabinets and accessories properly labeled?	

SECTION J - SITE VISIT NOTES / REPAIRS RECOMMENDED/MADE

[illegible]

Tri-County Tower, LLC

**8900 Mahoning Ave
North Jackson, OH 44451**

Customer:

Tower Name / Number:

Date:

Inspection Class:

Inspector:

List type, number, size and tip height of all attachments on tower with coax size. Be sure to include tower lights.

Section K - Tower Attachment Sheet

[illegible]

Additional Comments:

Tri-County Tower Service shall not be liable for any losses or damages arising directly or indirectly from acts or omissions of Tri-County Tower Service, its agents, or employees.

North LEG A

FACE C

FACE A

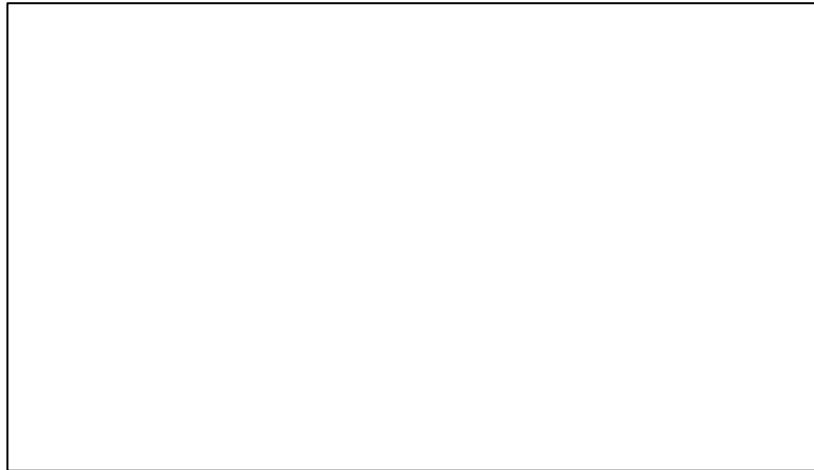
FACE B

Southwest LEG C

Southeast LEG B

Bulkhead

Picture #_



Number	Line type	Color Code	Attachment Style
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
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26			
27			
28			
29			
30			

[illegible]

The following shall be the standard of all photographs taken on an inspection. All photos must be digital. All cameras should be set at "Standard" or 640X480 pixel resolution. Always keep the camera in the upright position, do not turn the picture vertically. Always check the image after taking the picture to ensure proper lighting and focus, delete and retake, no "bad" photos are acceptable. Please include any additional pictures in the photo index as well. List the photo number/name of file name (e.g. 001.jpg) under "Photo Number".

Annual Tower Inspection Photo Index

Photo Number	Description (Required)	Photo Number	Description (Additional)
	Tower from Access Gate (Overall View of Tower)		Tower paint with chart if required.
	Access Road to tower		
	Compound Entrance/Gate		
	Sign at 1st public access point if applicable		
	Sign at compound entrance gate		
	RF Guidelines sign at compound entrance gate		
	Yellow RF Caution Sign outside fence (North)		
	Yellow RF Caution Sign outside fence (East)		
	Yellow RF Caution Sign outside fence (South)		
	Yellow RF Caution Sign outside fence (West)		
	Red RF Warning Sign		
	Northernmost Face of Tower Looking up		
	Next Face Clockwise looking up		
	Next Face Clockwise looking up		
	Next Face Clockwise looking up (if 4 sided tower)		
	Tower Foundation/Base		
	Tower Grounding		
	Building North Face if applicable		
	Building East Face if applicable		
	Building South Face if applicable		
	Building West Face if applicable		
	Inside Building if applicable		
	Inside Building if applicable		
	Inside Building if applicable		
	Power Company Meter		
	Telephone DEMARC		
	Light Controller		
	Monitor		
	Top Beacon / Strobe		
	Beacon / Strobe 2nd tier if applicable		
	Side Marker 1st tier		
	Side Marker 2nd tier if applicable		
	Lightning Rod		
	Compound View from Top of Tower looking Down (North)		
	Compound View from Top of Tower looking Down (East)		
	Compound View from Top of Tower looking Down (South)		
	Compound View from Top of Tower looking Down (West)		
	Compound View from Base of Tower looking Out (North)		
	Compound View from Base of Tower looking Out (East)		
	Compound View from Base of Tower looking Out (South)		
	Compound View from Base of Tower looking Out (West)		
	Compound View from outside compound looking In (North)		
	Compound View from outside compound looking In (East)		
	Compound View from outside compound looking In (South)		
	Compound View from outside compound looking In (West)		
	Generator / Gen. Building		
	Generator Fuel Tank		
	Coax routings on Tower		
	Coax routing from Tower to Bldg (add additional routes under additional photos)		
	Coax routing into Bldg (add additional routes under additional photos)		
	Ice bridge (add additional bridges under additional photos)		
	Anchor		
	Anchor		
	Anchor		
	Anchor		
	Anchor		
	Anchor		
	Closeups of antenna locations--list under additional photos		
	Maintenance/Repair issues--list under additional photos		
	Tenant Buildings North, East, South West--list all additional tenant buildings under additional photos		

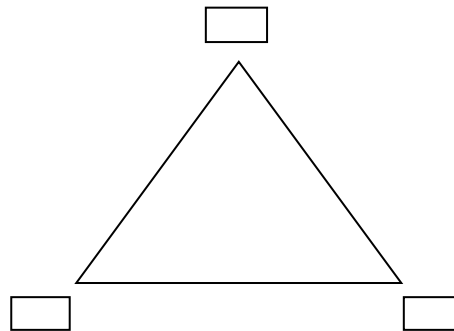
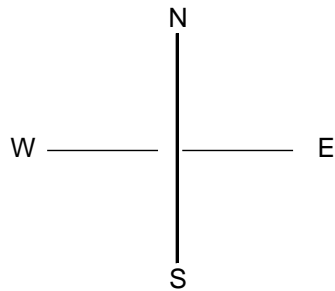
TOWER VERTICAL ALIGNMENT

Date _____ Cell# _____ Site _____

Time _____ Partly cloudy _____ Cloudy _____ Sunny _____

Approximate wind speed during measurements: _____ MPH

Guy Level Top To Bottom	Transit #1 Tower Lays			Transit #2 Tower Lays		
	LEFT	0	RIGHT	LEFT	0	RIGHT
12						
11						
10						
9						
8						
7						
6						
5						
4						
3						
2						
1						



Ground Resistance Test Measurements			
AG Model:		Date Installed:	
Anchor	C - G	S1 - S2	
a			
aa			
aaa			
b			
bb			
bbb			
c			
cc			
ccc			

Directions: (System Performance) Set volt meter to DC volts on the meters lowest voltage setting, place the negativ lead on the test point labeled C and the positive lead on the test point labeled G, Record Voltage. -1.35 to -.85 DC Volts should be achieved. (System Life) Set volt meter to Millivolts, place the negative lead on the S1 and the Positive lead on the S2, Record Reading, .1 to 10 millivolts should be achieved.

Site Inspection Report

SITE:

CLIENT:

DATE:

TCT Job #:

INSPECTED BY: TRI COUNTY TOWER, LLC

INSPECTOR:

Tri-County Tower, LLC

8900 Mahoning Ave
North Jackson, OH 44451

Customer:

Tower Name / Number:

Date:

Inspection Class:

Inspector:

SECTION A - Tower/Compound

Tower Type:

☐ SS

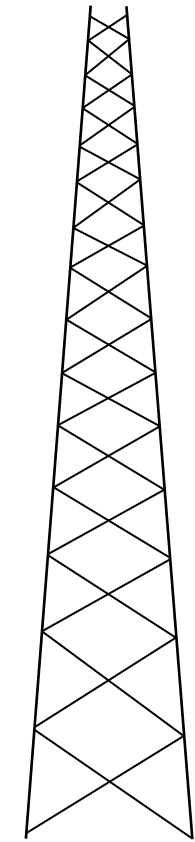
☐ MP

Total height of tower & appurtenances

FT

Tower Height : FT

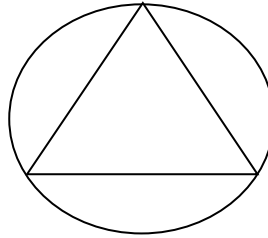
Height of appurtenances above tower _ ft



Tower size at base:

Tower Orientation

N



Leg Type:

Leg Size:

Tower Location

Latitude

Longitude

FCC Registration #

Address:

City

State

Zip

County

Site Access Notes:

Lighting Information

Controller Manufacturer:

Model Number:

Monitor Manufacturer:

Serial Number:

Location:

Phone #

Light Type

Height

#

Condition

Strobe

OBS Marker

Mid Tier Strobe

OBS Marker

SITE DIAGRAM

NORTH

Tri-County Tower, LLC

**8900 Mahoning Ave
North Jackson, OH 44451**

Customer:			
Tower Name / Number:			
Date:		Inspection Class:	
Inspector:			

SECTION B - TOWER STRUCTURE

1. Is concrete foundation cracking / checking?	
2. Is there any deterioration of grout?	
3. Are all anchor nuts & bolts tight?	
4. Are there any damaged structural members on the tower?	
5. Are all grounding connections tight and free of corrosion / rust?	
6. Any ground wires damaged or sharply bent?	
7. Does weather seal in building wall appear weathertight?	
8. How many tower bolts were checked for tightness?	
9. How many tower bolts found loose?	
10. Is tower baseplate clean and properly draining?	
11. Are all tower weep holes open?	
12. Is lightning rod the highest point on the tower?	
13. Are all nuts and bolts tight on ice bridge?	
14. Any ice bridge structural members damaged or missing?	
15. Is tower paint flaking, peeling, or fading?	
16. Was tower vertical alignment checked with a transit?	
17. Is rust evident on tower structure or nuts and bolts?	
18. Is the safety climb present and in good condition?	
19. Is tower paint in compliance, picture with chart if not	

SECTION C - Grounding

1. Is the ice bridge grounded correctly?	
2. Is the fencing grounded properly? (tower and anchors)	
3. Is there grounding installed at the bulkhead?	
4. Is the generator grounded?	
5. Is the propane tank grounded?	
6. Are the coax lines grounded?	
7. Are the antennas grounded?	
8. Is the lighting system grounded?	
9. Is each leg of the tower grounded?	

SECTION D - LIGHTING SYSTEM

1. Are the conduit or junction boxes cracked, broken or rusted?	
2. Was any water found in lighting fixtures or junction boxes?	
3. Is conduit/SO Secured to tower properly?	
4. Are fixtures clean and free of broken glass & dirt?	
5. Are all sockets and gaskets in good condition?	
6. Is lighting and monitoring system working properly?	
8. Are obstruction light globes broken or cracked?	
9. Is beacon cord and internal beacon in good condition?	
10. Was tower relamped?	
List # of lamps used	
116 Watt OBS Lamps	
620 Watt Lamps	
700 W. Lamps	

SECTION F - WAVEGUIDE / COAXIAL LINES

1. Are all grounding connections tight and in good condition?	
2. Are there any dents, cracks or damage?	

SECTION H - SITE APPEARANCE & GENERAL CONDITION

1. Is site clean and free of rubbish, weeds and brush?	
2. Are guy anchors and tower site fenced?	
3. Is there evidence of vandalism?	
4. Are all gates locked and fences secure?	
5. Any unusual access issues?	
6. Is access road free of weeds, debris, potholes and washouts?	
7. Is site signage in compliance with the latest sign standards?	

SECTION I - BUILDINGS / EQUIPMENT

1. Are building(s) roof free from leaks?	
2. Are building(s) secure and free from structural defects?	
3. Floor tiles cracked, chipped or missing?	
4. Floor swept and equipment dusted?	
5. Ports sealed to keep out pests / moisture?	
6. Is there a generator building?	
Building size (ft)	
Generator Manufacturer	
Model Number	
Generator Size (Kw)	
Fuel Tank Type	
Fuel Tank Capacity (gal)	
7. Is the generator building free from leaks / pests / oil residue?	
8. Any towers within .5 mile proximity?	
9. Power company meter number	
10. Building load (amps)	
11. Number of free receptacles in building	
12. A/C 1 Type	
Tonnage / BTU	
Manufacturer	
Model #	
Filter Cleaned / Replaced / Coolant Added?	
13. A/C #2 Type	
Tonnage / BTU	
Manufacturer	
Model #	
Filter Cleaned / Replaced / Coolant Added?	
13a. Are all AC units and Generators properly labeled	
14. Building Dimensions (ft)	
15. Building Type (ex. Thermabond, Miller, etc.)	
16. Department of Commerce Number	
17. Are Customer Cabinets and accessories properly labeled?	

SECTION G - ANTENNAS

1. Do installed ice shields provide adequate protection?	
2. Any loose bolts, rust or cracked welds on antenna mounts?	
3. Do antennas have any dents, cracks holes, or bends?	
4. Is waveguide or coax connection to antenna weathertight?	

SECTION J - SITE VISIT NOTES / REPAIRS RECOMMENDED/MADE

[illegible]

Tri-County Tower, LLC

8900 Mahoning Ave

North Jackson, OH 44451

Customer:

Tower Name / Number:

Date:

Inspection Class:

Inspector:

List type, number, size and tip height of all attachments on tower with coax size. Be sure to include tower lights.

[illegible]

Additional Comments:

Tri-County Tower, LLC shall not be liable for any losses or damages arising directly or indirectly from acts or omissions of Tri-County Tower Service, its agents, or employees.

North LEG A

FACE C

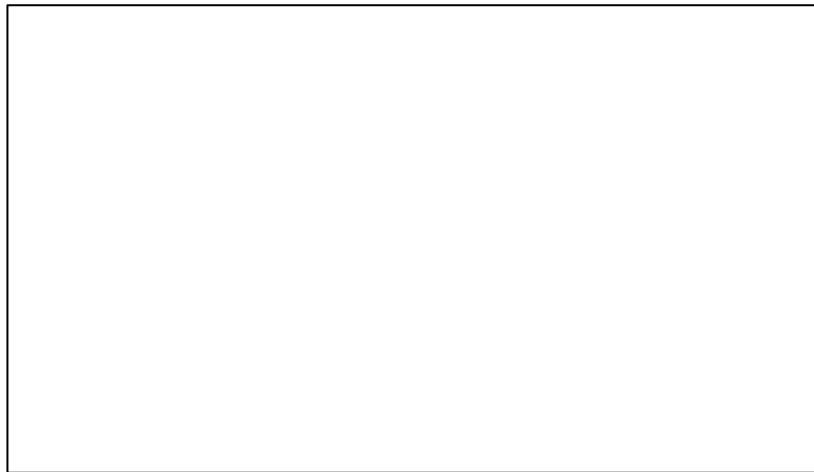
FACE A

FACE B

Southwest LEG C

Southeast LEG B

Bulkhead
Picture #_



Number	Line type	Color Code	Attachment Style
1			
2			
3			
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26			

[illegible]

The following shall be the standard of all photographs taken on an inspection. All photos must be digital. All cameras should be set at "Standard" or 640X480 pixel resolution. Always keep the camera in the upright position, do not turn the picture vertically. Always check the image after taking the picture to ensure proper lighting and focus, delete and retake, no "bad" photos are acceptable. Please include any additional pictures in the photo index as well. List the photo number/name of file name (e.g. 001.jpg) under "Photo Number".

Annual Tower Inspection Photo Index

Photo Number	Description (Required)	Photo Number	Description (Additional)
	Tower from Access Gate (Overall View of Tower)		Tower paint with chart if required.
	Access Road to tower		
	Compound Entrance/Gate		
	Sign at 1st public access point if applicable		
	Sign at compound entrance gate		
	RF Guidelines sign at compound entrance gate		
	Yellow RF Caution Sign outside fence (North)		
	Yellow RF Caution Sign outside fence (East)		
	Yellow RF Caution Sign outside fence (South)		
	Yellow RF Caution Sign outside fence (West)		
	Red RF Warning Sign		
	Northernmost Face of Tower Looking up		
	Next Face Clockwise looking up		
	Next Face Clockwise looking up		
	Next Face Clockwise looking up (if 4 sided tower)		
	Tower Foundation/Base		
	Tower Grounding		
	Building North Face if applicable		
	Building East Face if applicable		
	Building South Face if applicable		
	Building West Face if applicable		
	Inside Building if applicable		
	Inside Building if applicable		
	Inside Building if applicable		
	Power Company Meter		
	Telephone DEMARC		
	Light Controller		
	Monitor		
	Top Beacon / Strobe		
	Beacon / Strobe 2nd tier if applicable		
	Side Marker 1st tier		
	Side Marker 2nd tier if applicable		
	Lightning Rod		
	Compound View from Top of Tower looking Down (North)		
	Compound View from Top of Tower looking Down (East)		
	Compound View from Top of Tower looking Down (South)		
	Compound View from Top of Tower looking Down (West)		
	Compound View from Base of Tower looking Out (North)		
	Compound View from Base of Tower looking Out (East)		
	Compound View from Base of Tower looking Out (South)		
	Compound View from Base of Tower looking Out (West)		
	Compound View from outside compound looking In (North)		
	Compound View from outside compound looking In (East)		
	Compound View from outside compound looking In (South)		
	Compound View from outside compound looking In (West)		
	Generator / Gen. Building		
	Generator Fuel Tank		
	Coax routings on Tower		
	Coax routing from Tower to Bldg (add additional routes under additional photos)		
	Coax routing into Bldg (add additional routes under additional photos)		
	Ice bridge (add additional bridges under additional photos)		
	Anchor		
	Anchor		
	Anchor		
	Anchor		
	Anchor		
	Anchor		
	Closeups of antenna locations--list under additional photos		
	Maintenance/Repair issues--list under additional photos		
	Tenant Buildings North, East, South West--list all additional tenant buildings under additional photos		

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Tri County Tower LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **S**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

8900 Mahoning Avenue

Requester's name and address (optional)

6 City, state, and ZIP code

North Jackson, OH 44451

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

8 2 - 3 7 9 2 2 6 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►



Date ► 2/1/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



TRI COUNTY TOWER LLC



COMPANY NARRATIVE

Tri County Tower provides quality service in construction and maintenance for the communications industry. Through years of experience, TCT has built a reputation as a leader in tower erection, installation, tower demolition and project management both nationally and internationally.

PAST PERFORMANCE

MARCS – State of Ohio

- \$30,000,000
- 2006-present- Primary contractor for communication infrastructure services.

Fairwinds Technologies LLC (First Tier

Subcontractor for US Border Patrol Contract)

- \$61,000
- 2022- Microwave System Troubleshooting and Repairs

Ohio Department of Public Safety

- \$291,000 (2022 only)
- 2013-present- telecommunications service provider

Motorola Inc.

- \$727,000 (2022 only)
- 1993-present- infrastructure systems development and improvements

Dominion East Ohio Gas

- \$412,000
- 2022- communications improvement

Bowling Green State University

- Prime Contractor
- \$750,000 guy tower renovation

CORE COMPETENCIES

- Tower Maintenance
- Turnkey construction
- Obstruction lighting
- Project planning and management
- Guy wire plumb and tension
- Microwave dish installation and alignment
- Two-Way communication installation

DIFFERENTIATORS

- 41 years of continuous operational experience
- VBE and VOSB Certified
- Certified staff in NATE and CITCA
- Trusted contractor for sensitive communication infrastructure

CORPORATE DATA

CAGE: 43VS5

DUNS: 196354724

UEI: DQJ9FJ178LN3

NAICS: 237130, 561990, 515120, 811213, 517919, 515112

PSC: NO59, Z2NZ, Y1B6, 5985, Z1BC, Z2BC, Y1NZ

CONTACT

Chris Thomas (330) 538-9875
cthomas@tricountytower.com
<http://www.tricountytower.com>

