

**MEETING NOTICE
FOR THE WEST HAYMARKET
JOINT PUBLIC AGENCY (JPA)
TO BE HELD THURSDAY, NOVEMBER 19, 2020 AT 2:30 P.M.**

**CITY-COUNTY BUILDING
COUNCIL CHAMBERS, 1ST FLOOR
555 S. 10TH STREET
LINCOLN, NE 68508**

FOR THE PROTECTION OF THE PUBLIC, STAFF, AND BOARD MEMBERS, THE WEST HAYMARKET JOINT PUBLIC AGENCY WILL BE VIDEOCONFERENCING ITS MEETING OF NOVEMBER 19, 2020. TWO BOARD MEMBERS MAY PARTICIPATE BY VIDEOCONFERENCE AND IF THEY CHOOSE TO ATTEND VIRTUALLY, TAMMY WARD WILL BE LOCATED AT 641 N.W. 20TH STREET, LINCOLN, NEBRASKA AND TIM CLARE WILL BE LOCATED AT 6712 HICKORY CREST CIRCLE, LINCOLN, NEBRASKA.

**YOU MAY VIEW THE MEETINGS AT [HTTPS://YOUTUBE.COM/LNKTVcity](https://youtube.com/LNKTVcity)
OR [HTTPS://FACEBOOK.COM/LNKTVcity](https://facebook.com/LNKTVcity)**

**IF YOU HAVE CONCERNS YOU WISH TO EXPRESS TO THE BOARD MEMBERS,
PLEASE EMAIL THEM TO [KSIMONSON@LINCOLN.NE.GOV](mailto:ksimonson@lincoln.ne.gov).**

**IF YOU STILL WISH TO APPEAR IN PERSON ON AN ITEM ON THE AGENDA,
YOU MAY COME TO THE COUNTY-CITY BUILDING,
555 S 10TH ST, 1ST FLOOR, HALLWAY
WHERE YOU WILL WAIT UNTIL YOUR ITEM IS CALLED. THEN YOU WILL
ENTER THE COUNCIL CHAMBERS AND COME TO THE PODIUM.
AFTER YOUR 5 MINUTES ARE UP, YOU WILL EXIT THE CHAMBERS THROUGH
THE DOOR TO YOUR IMMEDIATE LEFT.**

**FOR THOSE WHO WISH TO TESTIFY ON AN AGENDA ITEM BY VIDEO, YOU
ARE INVITED TO THE FOLLOWING ZOOM WEBINAR:**

WHEN: NOVEMBER 19, 2020 02:30 PM CENTRAL TIME (US AND CANADA)

TOPIC: WEST HAYMARKET JPA

https://lincolnne.zoom.us/webinar/register/WN_7WIfsZKkRvWMcnodP9ZqDw

Password: 032637

**AMENDED AGENDA FOR THE WEST HAYMARKET
JOINT PUBLIC AGENCY (JPA)
TO BE HELD THURSDAY, NOVEMBER 19, 2020 AT 2:30 P.M.
CITY-COUNTY BUILDING
COUNCIL CHAMBERS, 1ST FLOOR
555 S. 10TH STREET
LINCOLN, NE 68508**

1. Introductions and Notice of Open Meetings Law Posted by Door
2. Public Comment and Time Limit Notification Announcement
Individuals from the audience will be given a total of 5 minutes to speak on specific items listed on today's agenda. Those testifying should identify themselves for the official record.
3. Approval of the minutes from the JPA meeting held October 29, 2020.
 - (Staff recommendation: Approval of the minutes as presented)
4. Approval of October 2020 Payment Register and review of the October 2020 Expenditure Reports. (Brandon Kauffman)
 - Public Comment
 - (Staff recommendation: Approval of the Payment Register. No action is required on the Expenditure Reports).
5. WH 20-28 Resolution to approve Tribute Benches Master Plan for the West Haymarket. (Lynn Johnson)
 - Public Comment
 - (Staff recommendation: Approval)
6. WH 20-22 Resolution to approve park bench in memory of Patricia Marvin on property generally located east of the festival parking lot at the north end of the Lincoln Bridge. (Lynn Johnson)
 - Public Comment
 - (Staff recommendation: Approval)
7. WH 20-32 Resolution to amend operating budget for fiscal year 2020/2021 to include an expenditure of \$303,830.00 for an environmental insurance policy. (Brandon Kauffman)
 - Public Comment
 - (Staff recommendation: Approval)
8. WH 20-33 Resolution to approve purchase of an environmental insurance policy with Navigators Insurance for an amount not to exceed \$297,652.00. (Brandon Kauffman)
 - Public Comment
 - (Staff recommendation: Approval)
9. WH 20-34 Resolution to approve purchase of an environmental insurance policy with Beazley Insurance for an amount not to exceed \$303,830.00. (Brandon Kauffman)
 - Public Comment
 - (Staff recommendation: Approval)
10. Next Meeting Date: The next meeting date will be Thursday, January 28, 2021 at 2:30 p.m. in Council Chambers, First Floor of the County-City Building.
11. Motion to Adjourn

WEST HAYMARKET JOINT PUBLIC AGENCY (JPA)
Board Meeting
October 29, 2020

Meeting Began At: 2:34 P.M.

Meeting Ended At: 3:30 P.M.

Members Present: Leirion Gaylor Baird, Tim Clare, and Tammy Ward

Item 1 - Introductions and Notice of Open Meetings Law Posted by Door.

Gaylor Baird advised that this is a public meeting subject to the open meetings act posted at the back of the room.

Item 2 - Public Comment and Time Limit Notification.

Gaylor Baird advised members of the public are given five minutes for public comment on specific items listed on today's agenda and those testifying should identify themselves for the record.

Item 3 – Approval of the minutes from the JPA meeting held September 24, 2020.

Clare moved approval of the minutes as presented. Ward seconded the motion. Motion carried 3-0.

Item 4 - Approval of September 2020 Payment Register and Review of September 2020 Expenditure Reports. (Brandon Kauffman)

Brandon Kauffman, JPA Treasurer, stated in reviewing the September 2020 payment register the operating budget had \$1,402,714.94 in operating expenditures with the major payments consisting of a payment to Musco Lighting for \$24,176.00; \$557,969.20 in refund payments to the Suite and Loge Box holders; First Quarter Sponsorship payment of \$287,171.50; First Quarter Operating Increment of \$150,000.00; DEC payment of \$219,508.00 of which 69% is billed to the West Haymarket private customers; arena repair and maintenance costs of \$25,448.62 for various repairs at the arena; \$41,067.13 for the Canopy Park sewer line settlement; and \$92,149.84 for August parking garage management.

Kauffman stated the financial report for the JPA for the period ending September 30, 2020 reflect revenues of \$1.9 million and expenditures of \$749,000.00 for a surplus of about \$1.1 million. A beginning fund balance of \$40.7 million and an ending balance of \$41.8 million.

Kauffman stated the Pinnacle Bank Arena income statement for the twelve months ending August 31, 2020 reflects revenues of \$3.3 million and expenditures of \$5 million for a deficit of \$1.7 million and retained earnings of \$-775,058.00.

Kauffman stated the Pinnacle Bank Arena income statement for the one month ending September 30, 2020 reflects revenues of \$146,911.00 and expenditures of \$370,656.00 for a deficit of \$223,745.00 and retained earnings of \$-998,820.00.

Clare asked where the JPA is from a budget standpoint. Kauffman explained we are down 13% compared to the prior year at this time. However, when looking at original projections, the JPA is 18% over the original goal corresponding with year 2029.

Jane Kinsey, Watch Dogs of Lincoln Government, asked if the \$41 million is what is left from the bonds. Kauffman explained this amount is cash on hand and all of the bond proceeds have been expended.

Clare commented that the bonds will be paid off over time and the \$41 million are funds available to make the bond payments. The balance in the fund is where we originally estimated to be in the year 2029 and we are in great financial position. Kauffman agreed and stated we will be able to pay the annual payments and we have sufficient reserves to make the annual payments if no occupation taxes are collected.

There being no further discussion or public comment, Ward moved approval of the payment registers. Clare seconded the motion. Motion carried 3-0.

Item 5 – WH 20-28 Resolution to approve Tribute Benches Master Plan for the West Haymarket. (Lynn Johnson)

Lynn Johnson, Director of Parks and Recreation Department, stated this resolution seeks approval of the master plan for placement of the tribute benches on property that is overseen by the West Haymarket JPA. Ten locations have been identified where tribute benches could be placed in the future. Johnson presented an image of what the benches would look like and briefly described them to the Board. He stated this is a standard tribute bench of the Lincoln Parks Foundation. He explained the costs to sponsor a tribute bench is \$3,000.00 which covers the costs to purchase the bench, the cost to pay for the inscribed plaque, any concrete work that is needed for placement of the bench, and a portion of the sponsorship price goes to the endowment that will provide funding to repair the bench if it were to be damaged or to replace the bench in the future if needed. He explained, if someone is interested in sponsoring a tribute bench, the individual would contact the Lincoln Parks Foundation and they coordinate the process. When it comes time to install the bench, the parks and recreation department handles the installation and, at that time, the bench comes into ownership of the City.

Clare asked if someone wanted to sponsor a bench, how would they determine the location of the bench, is one location more than the other, and is the bench the same price regardless of where the bench is located? Johnson explained it is a standard price for a tribute bench. The benches are not priced based on the location. Any one of the ten locations identified will be presented to the donor or sponsor to pick which place they would like to have the bench placed and the parks foundation then has the ability to approve that. He stated, if the JPA Board wants to handle this differently, each proposal could be brought to the Board for review and approval. Clare stated he wants the Board to have ultimate approval over the location of each bench.

Ward stated ten locations have been identified and asked how this will be promoted or how will people know they can sponsor a bench. Johnson explained that with placement of one bench will cause interest in placement of other benches. On the Parks Foundation website, there is information available about tribute benches and we could add this as one of the options available. The Parks Foundation manages the financial side by funding the purchase of the bench, the inscribed plaque, and reimbursing the department for concrete work, if necessary. Ward asked

for clarification that this is not a fundraising opportunity. Johnson confirmed this is correct and stated that this is a community service not a fundraising opportunity.

Gaylor Baird commented that she appreciates the foresight of including maintenance costs into the costs of the purchase of the bench to help keep it looking good and up to the standards of the community.

Kinsey asked if the family is paying the \$3,000.00 or if taxpayer funds are being expended on this. Johnson stated there are no taxpayer funds being used for this and explained that the family of the sponsor pays for the cost to sponsor the bench.

Clare asked to have a plan put in writing. Johnson stated he can put everything in writing. Clare stated to do this right, we need to have the entire agenda or plan attached to the resolution for approval and proposed to delay this item until the next meeting.

Ward moved to continue this item to the next meeting. Clare seconded the motion. Motion carried 3-0.

Item 6 - WH 20-22 Resolution to approve park bench in memory of Patricia Marvin on property generally located east of the festival parking lot at the north end of the Lincoln Bridge. (Lynn Johnson)

Johnson explained the location being proposed for this bench is one of the locations identified in the Master Plan which is located at the north end of the Lincoln bridge, east of the festival lot. There is a small plaza at the north end of the Lincoln bridge, on the west side at the top of the stairs, that is currently lawn and would be replaced with concrete.

Clare stated again that this is not a reflection of the Marvin family but before we can approve this, we need to have the plan identified in order to show the plan is being followed.

Clare moved to continue this item to the next meeting. Ward seconded the motion. Motion carried 3-0.

Item 7 – WH 20-29 Resolution approving two Unit Price Contracts with Empire Fence & Netting for a total amount not to exceed \$10,112.34 to install fencing, gates, and bollards around portions of the old railroad bridge located on property legally described as West Haymarket Addition, Outlot A, pursuant to Bid No. 16-280. (Caleb Swanson)

Caleb Swanson, PC Sports, stated this item involves the bridge located west of the Breslow Ice Center. It was acquired from the railroad as part of a land acquisition. It is an old abandoned railroad bridge that the University of Nebraska wants to do some testing and engineering experiments on. After the University is done conducting their experiments, we would install some fencing, gates, and bollards to protect the public from straying onto the bridge and potentially injuring themselves. Right now, it is just an open bridge with no direct path to it, but there is nothing preventing someone for walking or riding a bike on it. Approval of this resolution would secure both ends of the bridge to prevent this.

Clare asked if from an attractive nuisance standpoint, would the fence and some signage be sufficient to keep the JPA's liability at a minimum. Chris Connolly, Assistant City Attorney, confirmed this will be sufficient and if it is determined additional measures are necessary, then

we will take them at that time. He explained, 6- or 8-foot fencing will go all the way around to keep people off the bridge.

Kinsey asked if this is the bridge that the University is doing testing on. Swanson confirmed that is correct. Kinsey asked why the University doesn't pay for this. Swanson explained that the University does not own the bridge, they were just given permission to conduct the experiments and at this point we are recommending to the Board that this bridge is a potential safety liability for the public. Whether or not the University was conducting their experiments, we would be making the same recommendation. Swanson further explained, we are waiting until the University is done testing before the bridge will be secured. There has never been any fencing or bollards on the bridge and the bridge was purchased as is. Kinsey asked why this wasn't done originally then. Swanson explained no one had addressed it until now. Connolly explained there have been no claims so far but as the bridge has been looked at, we are trying to make it safe now. We are waiting for the University to conduct their testing and then the bridge will be secured.

There being no further discussion or public comment, Ward moved approval of the resolution. Clare seconded the motion. Motion carried 3-0.

Item 8 – WH 20-30 Resolution approving Unit Price Contract with MTZ Construction, LLC for a total amount not to exceed \$3,875.00 to remove and replace concrete located at the bottom of the pedestrian bridge by Pinnacle Bank Arena, pursuant to Bid No. 16-285, to be paid out of the endowment fund. (Caleb Swanson)

Swanson stated this is located right at the base of the ramp on the east side of the arena where it ties into the plaza by the Harvest Art Sculpture. The City received a citizen's complaint in this area a few weeks ago. As the ramp and the plaza area are de-iced every winter, a lot of the de-icing material runs down and settle at the base of the ramp, ponding in this area and deteriorating the surface of the concrete quicker than in other areas. This is seen a lot around drains due to the concentration of the de-icing material that is accumulated on the pavement in these areas. There is heavy pedestrian use of the ramp, this will replace about a 4- to 6-foot wide portion of concrete right at the end of the ramp by the drain to eliminate any trip hazards. The drain is fine and will be able to be reused. This only replaces the concrete. Because this is a maintenance item it is eligible to be paid for out of the endowment.

Kinsey asked why this is being done and why this needs to be replaced. Swanson explained that the concrete is deteriorating due to all of the de-icing material accumulating in this area and the deterioration is about an inch deep. Kinsey asked why not go after the original construction company. Swanson stated this is not a warranty problem or a problem with the concrete. This is an issue with salts and de-icing materials. He explained that's why you have potholes, cracks, and chips in sidewalks. It's what happens to concrete when you try and keep the ice off of the concrete.

Clare commented, for point of clarification, the JPA set up an endowment fund and the interest off of that is what is paying for this. Swanson confirmed this is correct. Clare stated, the taxpayers contributed to the money put in this endowment fund, but the interest income generated off of that fund is what is being used to pay this.

Clare asked if the same color of concrete will be used to replace this area of concrete. Swanson stated the difficulty with colored pavement is getting them to match. One truck to another, you will see different variations of color. Looking at where this is, there is a transition in color with the ramp being a gray concrete and the concrete around being a purple concrete. The discussion has been that instead of putting in a colored patch and having a gray to a pink to a purple, it was decided to use gray concrete to match the bridge.

There being no further discussion or public comment, Clare moved approval of the resolution. Ward seconded the motion. Motion carried 3-0.

Item 9 – WH 20-31 Resolution approving Unit Price Contract with MTZ Construction, LLC for a total amount not to exceed \$18,785.00 to remove and replace concrete located at front entrance to Pinnacle Bank Arena, pursuant to Bid No. 16-285, to be paid out of the endowment fund. (Caleb Swanson)

Swanson stated this is another area in front of a set of double doors that lead into the south side of the arena that received a citizen's complaint. There are five sets of double doors so it's a large amount of concrete. The issue seen here is where the plaza pavement ties into the stoop. The concrete is deteriorating because of the de-icing agents and the steel that was used to tie the concrete to the stoop was a non-epoxy coated rebar that is rusting and accelerating the deterioration. MTZ was the lowest responsible bidder. The construction to replace the stoop and a couple of panels around there will be per the original design, except epoxy coated rebar will be put in. This is a small, additional expense, but is well worth the additional cost. This will also be paid out of the endowment.

Clare asked again about the color issue. Swanson stated the stoops are all gray rectangles with no color and will be replaced as gray.

Kinsey asked if a construction engineer has looked at this to see if there is some other remediation for it. Swanson explained a construction firm did take a look at this and they are recommending that epoxy coated rebar replace the non-epoxy coated rebar to provide a chemical barrier to assist with the longevity of the slab to resist deterioration. Kinsey asked who looked at this. Swanson stated MTZ and DLR looked at this issue and both suggested to replace the stoop.

There being no further discussion or public comment, Ward moved approval of the resolution. Clare seconded the motion. Motion carried 3-0.

Item 10 – Set Next Meeting Date.

The next meeting will be Thursday, November 19, 2020 at 2:30 p.m. in Council Chambers, First Floor of the County-City Building.

Item 11– Motion to Adjourn

Ward moved to adjourn. Motion seconded by Clare. The meeting adjourned at 3:30 p.m.

West Haymarket Joint Public Agency
 Payment Register
 October 2020

Vendor Number	Vendor Name	Payment Remark	Cat	Busi Unit	Obj Acct	Description	Do Ty	Document Number	Amount	Check Date	Payment Number
77921	County/City Property Management	JPA-CITY CONTROLLER 8/20	OP	06095	5261	Postage	PV	2066685	684.50	10/01/20	154375
98079	Black Hills Energy	277 Pinnacle Arena Dr	OP	06095	5825	Natural Gas	PV	2066686	13.85	10/01/20	154403
98079	Black Hills Energy	277 Pinnacle Arena Dr	OP	06095	5825	Natural Gas	PV	2066686	20.78	10/01/20	154403
27545	Egan Supply Co	Customer 0001615	OP	06095	6076	Miscellaneous Equipment	PV	2067506	16,192.80	10/08/20	154547
37233	Olsson Inc	ON CALL SERV WH01127	OP	06095	5628	Consultant Services	OV	2067504	438.08	10/08/20	154558
37233	Olsson Inc	OSCAR 2.0 STREETScape	OP	06095	6140	Grounds Improvements	OV	2067505	247.22	10/08/20	154558
53356	Lincoln Electric System	277 Pinnacle Arena Dr	OP	06095	5821	Electricity - Bldg & Grnds	PV	2067507	453.23	10/08/20	154567
53356	Lincoln Electric System	200 N 7th St	OP	06095	5821	Electricity - Bldg & Grnds	PV	2067508	154.34	10/08/20	154567
53356	Lincoln Electric System	605 N 8th St Pk Lot Lgh	OP	06095	5821	Electricity - Bldg & Grnds	PV	2067509	47.72	10/08/20	154567
76881	Windstream	Billing number 402-477-6387	OP	06095	5829	Telephone	PV	2067510	110.87	10/08/20	154580
102154	Public Building Commission	Space Rental 9/20	OP	06095	5928	Rent of Co/City Bldg Space	PV	2068661	86.10	10/15/20	154808
102154	Public Building Commission	Space Rental 9/20	OP	06095	5931	Parking Rent Bldg Comm	PV	2068661	8.75	10/15/20	154808
604774	Pinnacle Bank Arena	Sponsorship/Op Increment Qtr 2	OP	06095	5643	Management Services	PV	2068662	287,171.50	10/15/20	154911
604774	Pinnacle Bank Arena	Sponsorship/Op Increment Qtr 2	OP	06097	5643	Management Services	PV	2068662	150,000.00	10/15/20	154911
620543	Midwest Alarm Services	Account 900508-11	OP	06095	5683	Fire Alarm Monitoring	PV	2068663	33.90	10/15/20	154962
120299	Risk Management	Property Ins Renewal 2020-21	OP	06095	5786	Property	PV	2069717	178,317.00	10/21/20	620232
120299	Risk Management	Property Ins Renewal 2020-21	OP	06095	5795	Misc Insurance Floater	PV	2069717	4,099.00	10/21/20	620232
120299	Risk Management	Liability Ins Renewal 2020-21	OP	06095	5783	General Liability	PV	2069718	25,755.00	10/21/20	620232
120299	Risk Management	Liability Ins Renewal 2020-21	OP	06095	5794	Public Officials	PV	2069718	28,119.00	10/21/20	620232
102154	Public Building Commission	Space Rental 10/20	OP	06095	5928	Rent of Co/City Bldg Space	PV	2069618	86.10	10/22/20	155049
102154	Public Building Commission	Space Rental 10/20	OP	06095	5931	Parking Rent Bldg Comm	PV	2069618	8.75	10/22/20	155049
588846	District Energy Corp	Customer ID 0005	OP	06095	5835	Thermal Heating & Cooling	PV	2069619	209,165.50	10/22/20	155132
598263	PC Sports LLC	PROJECT MGMT WH01142	OP	06095	5621	Misc Contractual Services	OV	2069617	5,683.00	10/22/20	155145
98415	Lincoln Water System	277 Pinnacle Arena Dr	OP	06095	5830	Water	PV	2070615	210.93	10/28/20	620458
324566	Union Bank & Trust Company	WHJPA Series 2010A 10/19-9/20	OP	195011	6233	Bd Trustee Pmt-Serv Chg	PV	2070616	524.00	10/28/20	620459
623167	Stephanie Ferrante	Red 1 Garage Refund	OP	06096	3941	Deck 1-Lease	PV	2070418	37.50	10/28/20	620460
623183	The J Peters Company Inc	Refund Loge 5 Security Deposit	OP	950	2155	The J. Peters Company, Inc	PV	2070620	1,000.00	10/28/20	620461
77921	County/City Property Management	JPA-CITY CONTROLLER 9/20	OP	06095	5261	Postage	PV	2070614	190.95	10/29/20	155252
604774	Pinnacle Bank Arena	Arena Repair/Maint/CIP 9/20	OP	06095	5870	Other Bldg Maintenance	PV	2070618	40,054.34	10/29/20	155355
604774	Pinnacle Bank Arena	Arena Repair/Maint/CIP 9/20	OP	06095	6076	Miscellaneous Equipment	PV	2070618	1,158.30	10/29/20	155355

Category: OP
 total 950,073.01

Grand
 total 950,073.01

	Original Budget	P/Y Enc & Revisions	Total	YTD Expend	Encumbered	Available Balance
51 JPA						
00950 West Haymarket Revenue						
11 Materials & Supplies						
5221 Office Supplies	250.00		250.00			250.00
5261 Postage	2,500.00		2,500.00	875.45		1,624.55
5323 Bldg Maint Supplies	500.00		500.00			500.00
11 Materials & Supplies	3,250.00		3,250.00	875.45		2,374.55
12 Other Services & Charges						
5621 Misc Contractual Services	889,674.00	51,864.75	941,538.75	9,021.00	42,843.75	889,674.00
5624 Auditing Service	19,130.00		19,130.00			19,130.00
5628 Consultant Services	60,000.00	16,079.87	76,079.87	438.08	15,641.79	60,000.00
5631 Data Processing Service	1,248.00		1,248.00	1,248.00		
5633 Software	236,000.00		236,000.00			236,000.00
5637 Engineering & Design		3,476.43	3,476.43		3,476.43	
5643 Management Services	1,802,568.00		1,802,568.00	874,343.00		928,225.00
5643.61 Deck 1 Mgmt Services	897,964.00		897,964.00	92,933.21		805,030.79
5643.62 Deck 2 Mgmt Services	501,633.00		501,633.00	48,227.93		453,405.07
5643.63 Deck 3 Mgmt Services	587,662.00		587,662.00	62,984.11		524,677.89
5683.04 Snow Removal	2,500.00		2,500.00			2,500.00
5683.05 Fire Alarm Monitoring	500.00		500.00	67.80		432.20
5762 Photocopying	500.00		500.00			500.00
5763 Printing	250.00		250.00			250.00
5783 General Liability	25,755.00		25,755.00	25,755.00		
5786 Property	178,317.00		178,317.00	178,317.00		
5794 Public Officials	28,119.00		28,119.00	23,442.30		4,676.70
5795 Misc Insurance Floater	4,099.00		4,099.00	4,099.00		
5821 Electricity - Bldg & Grnds	8,500.00		8,500.00	1,332.63		7,167.37
5825 Natural Gas	1,300.00		1,300.00	76.60		1,223.40
5829 Telephone	1,350.00		1,350.00	221.74		1,128.26
5830 Water	1,500.00		1,500.00	210.93		1,289.07
5835 Thermal Heating & Cooling	2,980,000.00		2,980,000.00	428,673.50		2,551,326.50
5856 City Share Linc Center Maint	28,000.00		28,000.00			28,000.00
5862 Grounds Maintenance	18,000.00		18,000.00			18,000.00
5870 Other Bldg Maintenance	414,000.00		414,000.00	40,180.15		373,819.85
5928 Rent of Co/City Bldg Space	1,034.00		1,034.00	172.20		861.80
5931 Parking Rent Bldg Comm	105.00		105.00	17.50		87.50

	Original Budget	P/Y Enc & Revisions	Total	YTD Expend	Encumbered	Available Balance
51 JPA						
00950 West Haymarket Revenue						
12 Other Services & Charges						
5952 Advertising/Media Serv	1,560.00		1,560.00			1,560.00
5959 Compensation Payments	41,068.00		41,068.00	41,067.13		.87
5993 Fees Paid to State of NE	45.00		45.00			45.00
5996 Credit Card/Bank Fees	7,500.00		7,500.00			7,500.00
12 Other Services & Charges	8,739,881.00	71,421.05	8,811,302.05	1,832,828.81	61,961.97	6,916,511.27
13 Capital Outlay - Equipment						
6068 Concession Equipment	100,000.00		100,000.00			100,000.00
6076 Miscellaneous Equipment	490,000.00		490,000.00	17,351.10	79,097.00	393,551.90
13 Capital Outlay - Equipment	590,000.00		590,000.00	17,351.10	79,097.00	493,551.90
14 Capital Outlay - Improvements						
6132 Buildings	75,000.00		75,000.00			75,000.00
6140 Grounds Improvements	580,127.00	6,378.62	586,505.62	247.22	6,131.40	580,127.00
6142 Sewer System	97,200.00		97,200.00			97,200.00
14 Capital Outlay - Improvements	752,327.00	6,378.62	758,705.62	247.22	6,131.40	752,327.00
15 Debt Service						
6233 Bd Trustee Pmt-Serv Chg	2,620.00		2,620.00	524.00		2,096.00
6234 Bd Trustee Pmt-Principal	5,510,000.00		5,510,000.00			5,510,000.00
6235 Bd Trustee Pmt-Interest	14,329,726.00		14,329,726.00			14,329,726.00
15 Debt Service	19,842,346.00		19,842,346.00	524.00		19,841,822.00
00950 West Haymarket Revenue	29,927,804.00	77,799.67	30,005,603.67	1,851,826.58	147,190.37	28,006,586.72
51 JPA	29,927,804.00	77,799.67	30,005,603.67	1,851,826.58	147,190.37	28,006,586.72

	Current Fiscal Yr

Revenues:	
Occupation Taxes	2,549,198.57
Permits & Fees	355.00
DEC Customer Payments	407,126.20
Interest	135,446.28
Arena Premium Seat Revenue	9,550.08
Facility Lease & Other Rent	15,988.97
Parking Revenue	166,618.23
Sponsorship & Misc Revenue	374,209.75

Total Revenues	3,658,493.08

Expenditures:	
General Government	1,851,302.58
Debt Service-Service Charge	524.00

Total Expenditures	1,851,826.58

Excess (Deficiency) Of Revenues Over Expenditures	1,806,666.50

Other Financing Sources (Uses):	

Total Other Financing Sources (Uses)	

Excess (Deficiency) Of Revenues And Other Financing Sources Over Expenditures and Other Uses	1,806,666.50

Fund Balance Beginning Of Year	40,683,827.18

Fund Balance End Of Year	42,490,493.68
	=====

RESOLUTION NO.

1 BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public
2 Agency:

3 That the placement of a memorial bench and plaque in memory of Patricia Marvin, on
4 property jointly owned by the City of Lincoln and the West Haymarket Joint Public Agency, east
5 of the festival parking lot at the north end of the Haymarket Pedestrian Bridge from the Pinnacle
6 Bank Arena, is hereby approved.

7 Furthermore, it is understood that the memorial bench and plaque will be purchased
8 through the Lincoln Parks and Recreation Foundation using funds donated by the family.

Adopted this _____ day of November, 2020.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

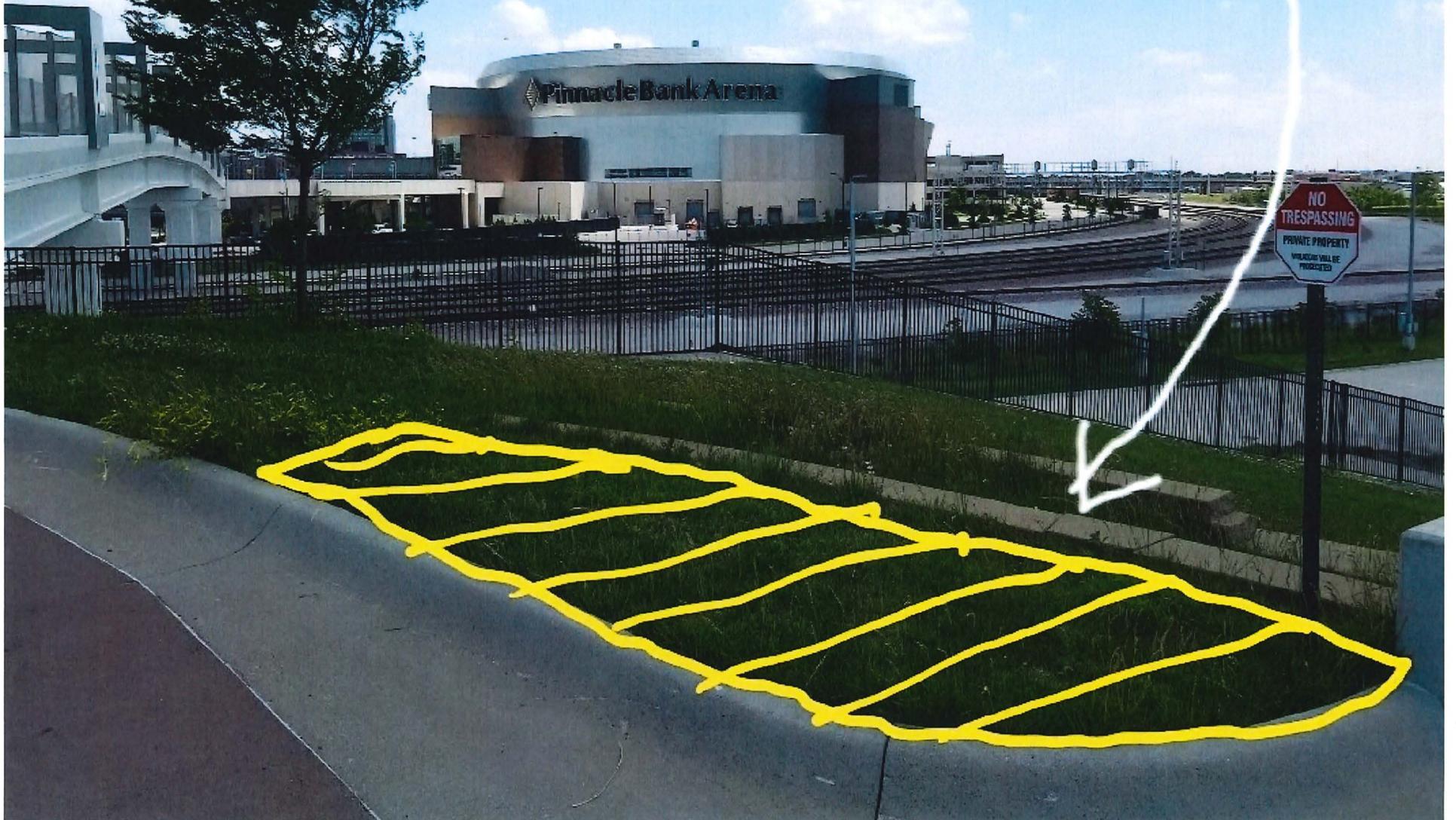
Legal Counsel for
West Haymarket Joint Public Agency

Leirion Gaylor Baird

Tim Clare

Tammy Ward

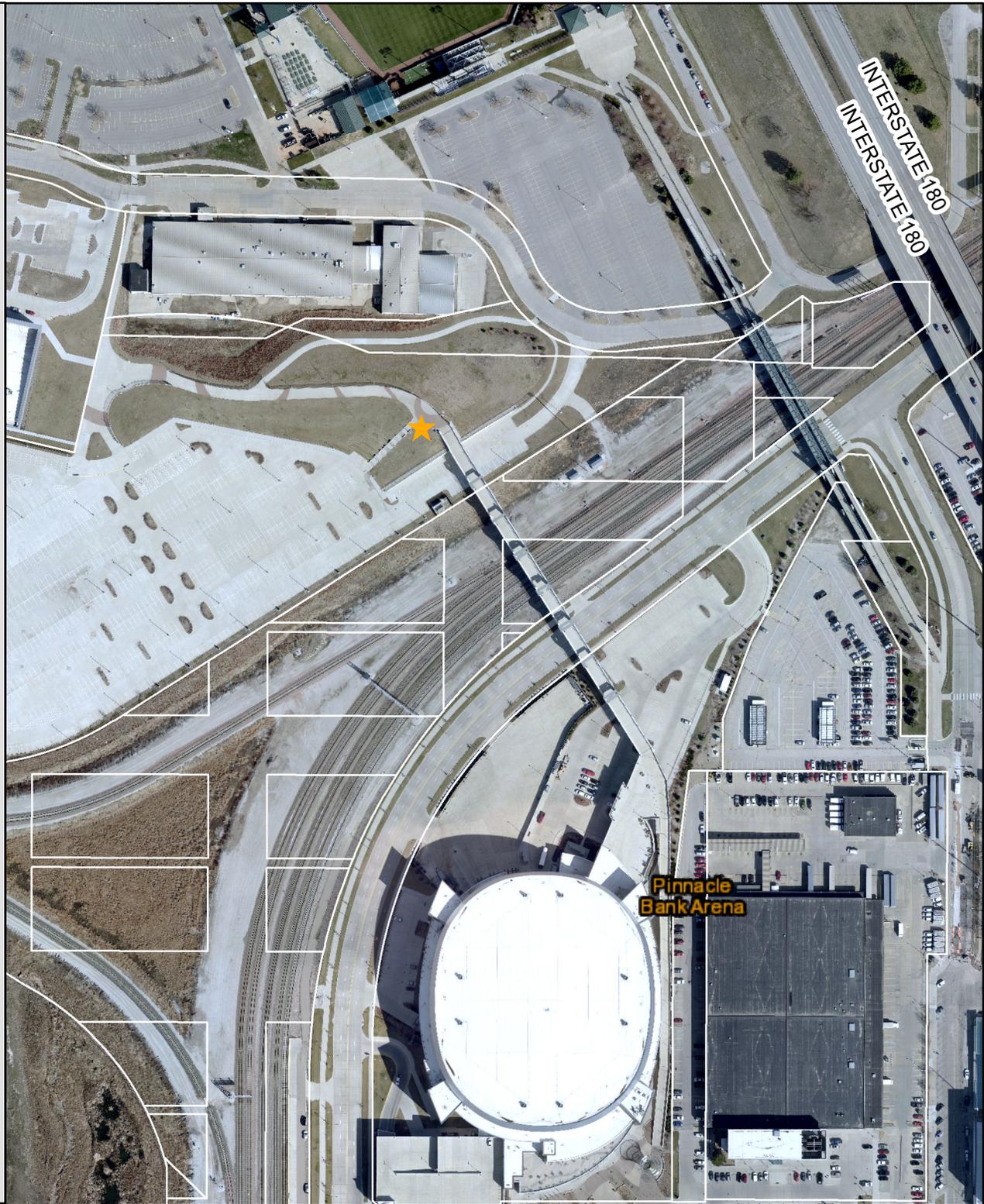
Memorial bench on concrete pad with view of PBA



Marvin Memorial Bench

Bench Location - South of walk above
1st terrace facing PBA

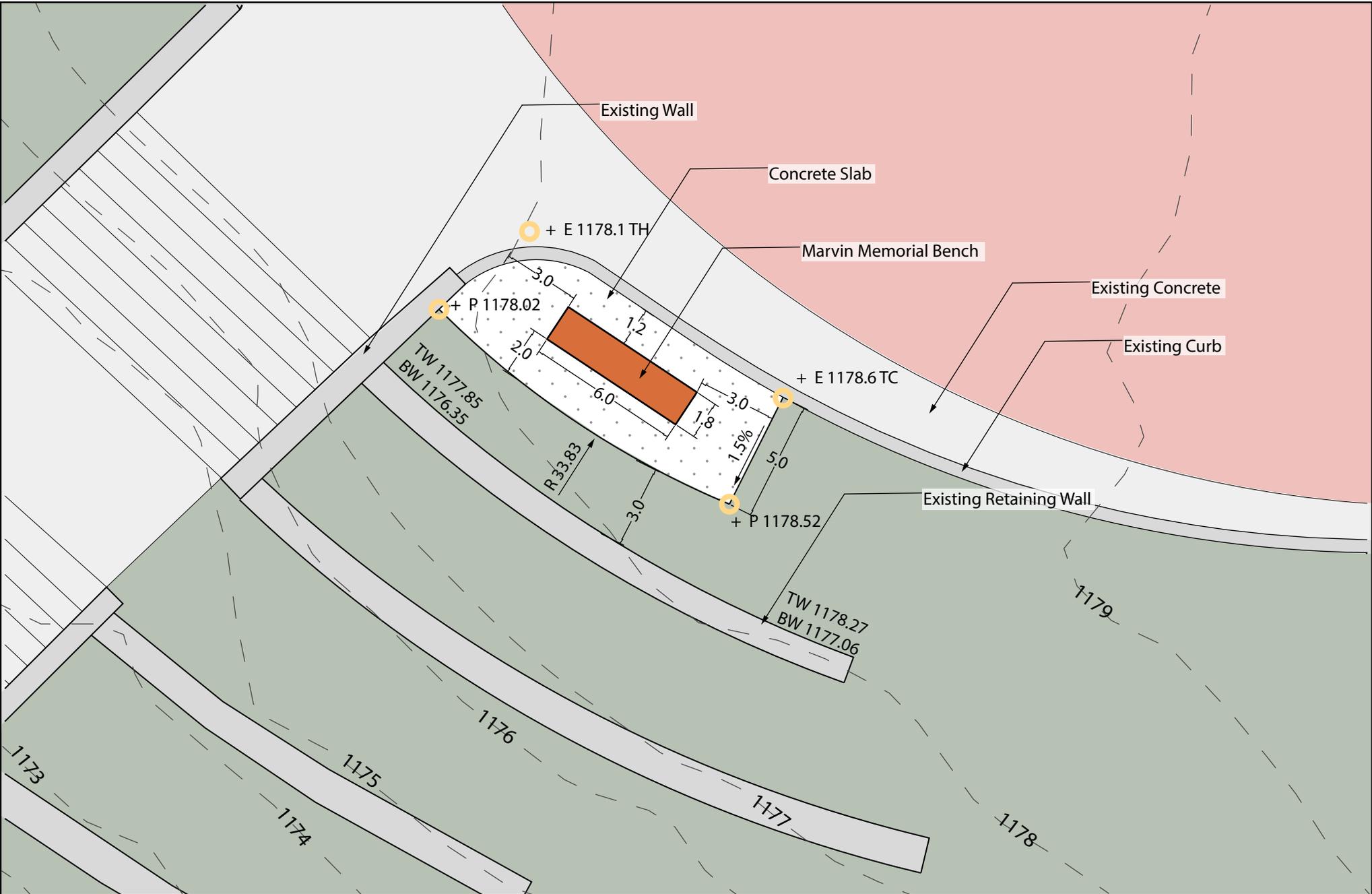
Notes :



★ Marvin Memorial Bench

— Parcels





Marvin Memorial Bench

Notes:
Concrete Slab Area - 60.87 SF 5" Thick

1" = 5'

0' 2.5' 5' 10'



RESOLUTION NO.

1 BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public
2 Agency:

3 That the attached Tribute Benches Master Plan is hereby accepted and approved; further,
4 the Board shall approve all requests for sponsorship and placement of each tribute bench.

Adopted this _____ day of November, 2020.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Leirion Gaylor Baird

Tim Clare

Tammy Ward

Pinnacle Bank Arena / Festival Lot Outdoor Tribute Bench Master Plan

Approved by the West Haymarket Joint Public Agency on November 19, 2020

Purpose: The purpose of this master plan is to identify locations for placement of privately sponsored tribute benches on the grounds of the Pinnacle Bank Arena and the Festival Lot.

Tribute benches are six feet in length and are fabricated of steel with bronze colored powder-coating. An inscribed plaque is mounted in the seat back of the bench.



The plaque inset into the seat back of the tribute bench may be inscribed with one of the following:

- Dedicated to NAME OF HONOREE.
- Donated by NAME OF DONOR.

The cost to sponsor a tribute bench is \$3,000. A portion of the sponsorship cost is used to fund the bench, the inscribed plaque and the concrete pad if needed. The remainder of the sponsorship cost is directed to an endowment managed by the Lincoln Parks Foundation for repair or replacement of tribute benches in the future.

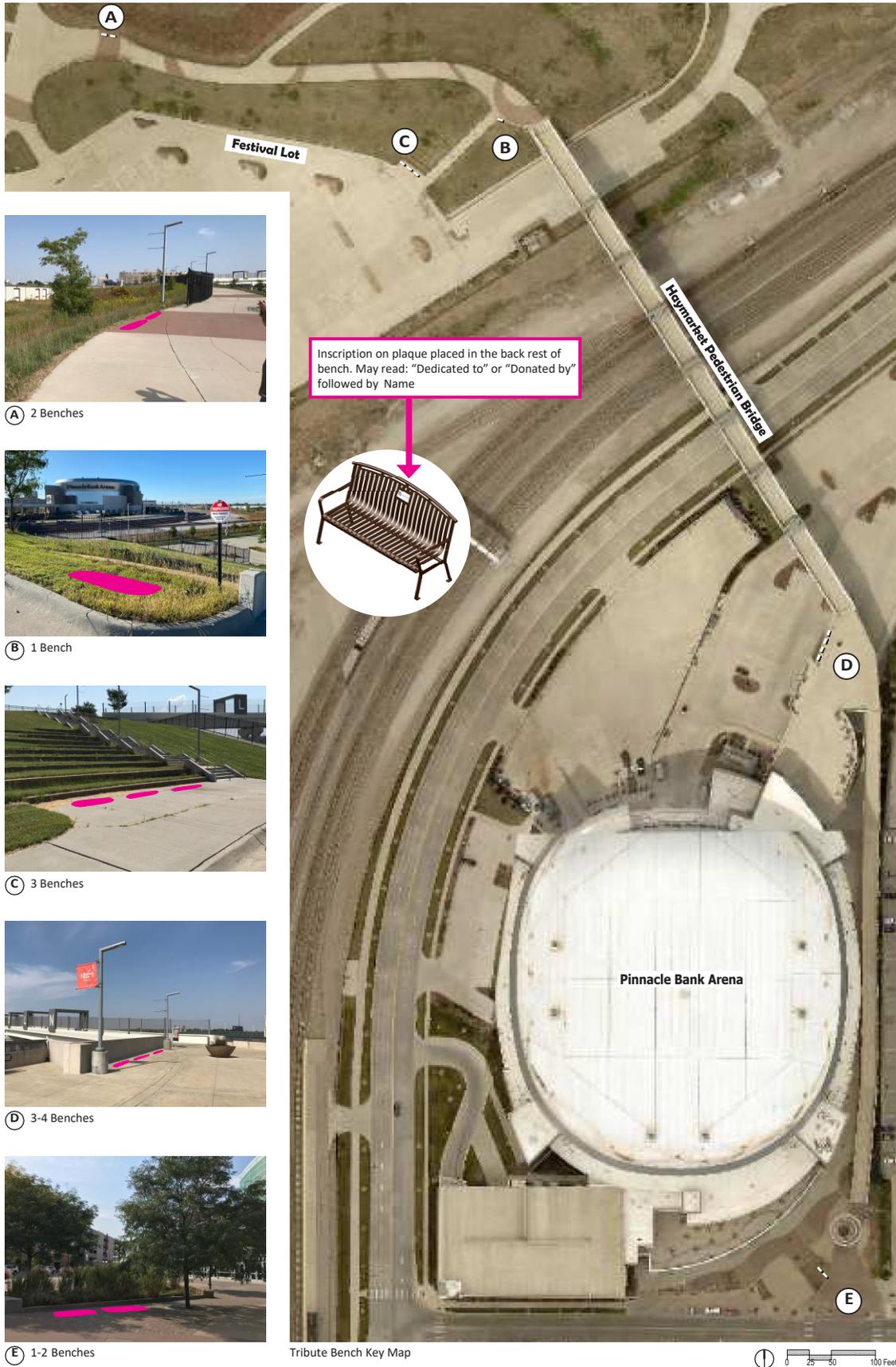
The annotated aerial photograph on Exhibit A includes the locations for up to 10 tribute benches. This map may be updated by approval of the West Haymarket Joint Public Agency (WHJPA) Board of Directors to add additional locations for tribute benches in the future.

A donor may select one of the locations on the map for placement of a new tribute bench. The WHJPA shall approve request for sponsorship and placement of a tribute bench during a regular public meeting.

The Lincoln Parks Foundation coordinates the process of sponsoring a tribute bench, including receiving and managing the sponsorship cost. The City of Lincoln Parks and Recreation Department is responsible for installation of the tribute bench. Upon installation, the tribute bench becomes the property of the City of Lincoln and is entered into the asset management system of the Parks and Recreation Department.

Information about sponsoring a tribute bench on the grounds of the Pinnacle Bank Arena and the Festival lot will be available on the Lincoln Parks Foundation website at lincolnparks.org. Informational flyers about the tribute benches may be posted in the Pinnacle Bank Arena and/or arena management office.

Exhibit A: Pinnacle Bank Arena / Festival Lot Tribute Bench Locations



RESOLUTION NO.

1 BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public
2 Agency:

3 That the attached Amended Operating Budget and Capital Improvement Program for
4 September 1, 2020 to August 31, 2021 is hereby adopted as the West Haymarket Joint Public
5 Agency Operating Budget and Capital Improvement Program for FY 2020/2021. As amended,
6 the Operating Budget includes an additional line item expenditure of \$303,830.00 for the purchase
7 of an environmental insurance policy.

Adopted this _____ day of November, 2020.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Leirion Gaylor Baird

Tim Clare

Tammy Ward

West Haymarket Joint Public Agency
Operating Budget and Capital Improvement Program
September 1, 2020 - August 31, 2021
Amended November 19, 2020

	Actual 2018-19	Budget 2019-20	Budget 2020-21
Cash Transfer In	\$ 217,370	\$ 378,000	\$ 311,561
Bond Proceeds	\$ -	\$ 1,254,000	\$ -
Occupation Taxes	\$ 17,602,529	\$ 17,972,712	\$ 16,964,578
Fees	\$ 27,778	\$ 3,000	\$ 3,000
Intergovernmental Revenue	\$ 3,658,460	\$ 3,670,161	\$ 3,647,763
Interest Income	\$ 1,050,067	\$ 886,000	\$ 470,500
Rental Income	\$ 2,568,292	\$ 2,851,360	\$ 2,429,226
Reimbursement for Services	\$ 1,692,924	\$ 1,900,000	\$ 1,810,000
Parking Revenue	\$ 2,613,778	\$ 2,648,339	\$ 2,519,610
Miscellaneous	\$ 1,108,033	\$ 1,126,162	\$ 1,148,686
Sale of Land	\$ 1,888,174	\$ 3,352,131	\$ 518,464
Total Revenues	\$ 32,427,405	\$ 36,041,865	\$ 29,823,388

Materials & Supplies

Office Supplies	\$ -	\$ 250	\$ 250
Postage	\$ 2,174	\$ 2,500	\$ 2,500
Bldg Maint Supplies	\$ -	\$ 500	\$ 500
Materials & Supplies	\$ 2,174	\$ 3,250	\$ 3,250

Other Services & Charges

Misc Contractual Services	\$ 867,878	\$ 913,860	\$ 889,674
Auditing Service	\$ 15,075	\$ 21,575	\$ 19,130
Bond Agent & Issuance Exp		\$ 329,300	\$ -
Consultant Services	\$ -	\$ 85,000	\$ 60,000
Data Processing Service	\$ 2,414	\$ 2,543	\$ 1,248
Software	\$ 129	\$ 236,130	\$ 236,000
Engineering & Design	\$ -	\$ 18,174	\$ -
Management Services	\$ 2,000,196	\$ 2,716,462	\$ 1,802,568
Parking Deck 1 Mgmt Services	\$ 843,879	\$ 913,245	\$ 897,964
Parking Deck 2 Mgmt Services	\$ 453,184	\$ 494,805	\$ 501,633
Parking Deck 3 Mgmt Services	\$ 528,765	\$ 578,481	\$ 587,662
Negotiation & Appraisal Service	\$ 16,900	\$ -	\$ -
Snow Removal	\$ 265	\$ 2,500	\$ 2,500
Fire Alarm Monitoring	\$ 407	\$ 500	\$ 500
VOIP Payments to I S	\$ 200	\$ 200	\$ -
Photocopying	\$ 142	\$ 500	\$ 500
Printing	\$ 99	\$ 250	\$ 250
General Liability	\$ 25,085	\$ 25,743	\$ 25,755
Misc Insurance	\$ -	\$ -	\$ 303,830
Property	\$ 166,897	\$ 176,702	\$ 178,317
Public Officials	\$ 32,500	\$ 33,150	\$ 28,119

West Haymarket Joint Public Agency
Operating Budget and Capital Improvement Program
September 1, 2020 - August 31, 2021
Amended November 19, 2020

	Actual 2018-19	Budget 2019-20	Budget 2020-21
Misc Insurance Floater	\$ 935	\$ 935	\$ 4,099
Electricity - Bldg & Grnds	\$ 8,371	\$ 9,500	\$ 8,500
Natural Gas	\$ 1,294	\$ 1,600	\$ 1,300
Telephone	\$ 1,298	\$ 1,350	\$ 1,350
Water	\$ 1,466	\$ 1,425	\$ 1,500
Thermal Heating & Cooling	\$ 2,499,364	\$ 3,040,000	\$ 2,980,000
City Share Linc Center Maint	\$ 28,600	\$ 31,000	\$ 28,000
Grounds Maintenance	\$ 1,138	\$ 18,000	\$ 18,000
Other Bldg Maintenance	\$ 343,671	\$ 515,000	\$ 414,000
Rent of Co/City Bldg Space	\$ 1,033	\$ 1,034	\$ 1,034
Parking Rent Bldg Comm	\$ 105	\$ 105	\$ 105
Advertising/Media Serv	\$ 1,365	\$ 1,560	\$ 1,560
Compensation Payments	\$ -	\$ -	\$ 41,068
Fees/Licenses/Titles/Permits	\$ 174	\$ -	\$ -
Transfer of Funds	\$ -	\$ 500,000	\$ -
Fees Paid to State of NE	\$ 45	\$ 25	\$ 45
Credit Card/Bank Fees	\$ 2,547	\$ 7,500	\$ 7,500
Other Services & Charges	\$ 7,845,421	\$ 10,678,154	\$ 9,043,711
Capital Outlay - Equipment			
Concession Equipment	\$ 55,946	\$ 80,000	\$ 100,000
Data Processing Equipment	\$ 18,822	\$ 54,079	\$ -
Miscellaneous Equipment	\$ 80,979	\$ 622,387	\$ 490,000
Capital Outlay - Equipment	\$ 155,747	\$ 756,466	\$ 590,000
Capital Outlay - Improvements			
Land	\$ 2,068,815	\$ 97,938	\$ -
Grounds Improvements	\$ -	\$ 825,000	\$ 580,127
Sewer System	\$ -	\$ 97,200	\$ 97,200
Capital Outlay - Improvements	\$ 2,068,815	\$ 1,870,138	\$ 752,327
Debt Service			
Bd Trustee Pmt-Serv Chg	\$ 2,520	\$ 2,620	\$ 2,620
Bd Trustee Pmt-Principal	\$ 580,000	\$ 605,000	\$ 5,510,000
Bd Trustee Pmt-Interest	\$ 16,190,680	\$ 13,202,707	\$ 14,329,726
Paymt To Refunding Escrow	\$ -	\$ 8,550,813	\$ -
Debt Service	\$ 16,773,200	\$ 22,361,140	\$ 19,842,346
Bond/Note Proceeds			
Payment to Bond Escrow Agent	\$ -	\$ 1,254,000	\$ -
Bond/Note Proceeds	\$ -	\$ 1,254,000	\$ -
Total Expenditures	\$ 26,845,357	\$ 36,923,148	\$ 30,231,634

RESOLUTION NO.

1 BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public
2 Agency:

3 That the West Haymarket Joint Public Agency hereby approves the purchase of an
4 environmental insurance policy from Navigators Insurance for an amount not to exceed
5 \$297,652.00.

Adopted this _____ day of November, 2020.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Leirion Gaylor Baird

Tim Clare

Tammy Ward



Matthew Taylor
227 West Monroe St, 45th floor
Chicago, IL 60606
(312) 506-8194
Matthew.Taylor@thehartford.com

Date: October 22, 2020

To: Dale Cira
AON Risk Services Central Inc (Saint Louis, MO)
4220 Duncan Avenue, Suite 401
Saint Louis, MO 63110

Via Email: dale.cira@aon.com

Site Pollution Liability Toolkit II Quotation

Dear Dale:

Thank you for the opportunity to offer The Hartford Environmental Quotation for West Haymarket Joint Public Agency and the City of Lincoln. Our Quotation is as follows:

Renewal Of: N/A
Named Insured: West Haymarket Joint Public Agency and the City of Lincoln
555 South 10th Street
Lincoln, NE 68508
Company: Navigators Specialty Insurance Company
1 Penn Plaza
New York, NY 10019

Navigators Specialty Insurance Company Rated 'A' (Superior) by A.M. Best

Policy Coverage: Environmental Site Pollution Liability Toolkit II (05/1)



Matthew Taylor
 227 West Monroe St, 45th floor
 Chicago, IL 60606
 (312) 506-8194
 Matthew.Taylor@thehartford.com

ONLY THOSE COVERAGES SCHEDULED BELOW WITH ACTUAL LIMITS OF LIABILITY ARE INCLUDED IN THIS PREMIUM INDICATION						
Option 1: Coverages <input type="checkbox"/> Limits of Liability ¹						
Policy Coverage Type:	Operational					
Coverage	Each Occurrence	Coverage Section Aggregate	Policy Aggregate	Deductible	Policy Term (Yrs)	Premium Excluding TRIA
A – Pollution Liability for Your Insured Sites	\$20,000,000	\$20,000,000	\$20,000,000	\$50,000	10 years	\$280,565
B – Pollution Liability for Your Off-Site Activities	\$20,000,000	\$20,000,000		\$50,000		
Supplemental Claim Expense Limit:	\$2,500,000		Fungus/ Legionella Deductible:	\$50,000		
Policy Period:	11/29/2020 to 11/29/2030					
Option 1 Comments:						

1: All coverages, limits, sub-limits and endorsements referenced herein are subject to (and not in addition to) the Policy Aggregate Limit shown above. The limits on multi-year policies do not reinstate annually.

Claims-Made Coverage Retroactive Date(s):

Coverage Elements	Retroactive Date(s)
Coverage A	None
Coverage B	None
Coverage A Fungus/Legionella	None
Coverage B Fungus/Legionella	None

Minimum Earned Premium: 25.00%

Broker Commission: 18.00%



Matthew Taylor
 227 West Monroe St, 45th floor
 Chicago, IL 60606
 (312) 506-8194
 Matthew.Taylor@thehartford.com

Option	Form Title	Form Number
All	NAV ENV Policy Jacket (Non NY)	NAV NSIC ENV POLICY JCKT (01/11)
All	Emergency Response Policy Holder Notice	NAV ENV ERS (02/11)
All	OFAC ENDORSEMENT	NAV-ML-002 (11/12)
All	Site Pollution Liability Toolkit II	NAV ESP TLKT II (05/19)
All	Notice of Claim Form	NENV CN 01 (04/17)
All	Schedule of Insured Site(s) Endorsement	NENV 9005 (05/19)
All	Coverage A - Split Policy Period Endorsement	NENV 9093 (05/19)
All	Business Interruption Extra Expense Endorsement	NENV 9073 (05/19)
All	Environmental Crisis Management Endorsement	NENV 9111 (05/19)
All	Coverage A - Scheduled Pollution Incident(s) Exclusion Endorsement	NENV 9038 (05/19)
All	Coverage A - Capital Improvements Exclusion (Limited) Endorsement	NENV 9036 (05/19)
All	Coverage A - Institutional Engineering Controls Endorsement	NENV 9201 (05/19)
All	Fungus Exclusion Amendatory Endorsement	NENV 9049 (02/20)
All	Material Change in Use of Insured Site - More Stringent Remediation Standards Endorsement	NENV 9027 (05/19)
All	Coverage B - Amendment to Site Specific Endorsement (Subject to Coverage B Retroactive Date)	NENV 9171 (05/19)
All	Primary Insurance (w/ Exception for Fungus <input type="checkbox"/> Legionella) Endorsement	NENV 9076 (05/19)
All	Named Insured(s) Endorsement	NENV 9020 (05/19)
All	Additional Insured Endorsement (Coverage A <input type="checkbox"/> B)	NENV 9017 (05/19)
All	Minimum Earned Premium Endorsement	NENV 9024 (05/19)



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 Chicago, IL 60606
 (312) 506-8194
 Matthew.Taylor@thehartford.com

Policy Forms and Endorsement Schedule List

The coverage descriptions provided herein are only a brief synopsis of the coverage being afforded, please refer to the actual policy and endorsements for coverage specifics.

Option	Form Title	Form Number
All	Disclosed Documents Endorsement	NENV 9056 (05/19)
All	Full Terrorism Exclusion (Including Certified Act of Terrorism) Endorsement	NENV 9103 (05/19)
All	Terrorism Exclusion with Certified Act of Terrorism Exception Endorsement	NENV 9104 (05/19)

TERRORISM INSURANCE COVERAGE OPTION:

The Terrorism Risk Insurance Program Reauthorization Act, as amended, requires insurance companies to offer limited terrorism coverage. The premium presented in this quote does not include this coverage. If electing to Purchase TRIA Terrorism coverage please provide either: (1) written instructions to bind TRIA Terrorism coverage within the Request to bind email to us or (2) return the signed TRIA Terrorism Insurance Coverage Notice Form provided within the Quote proposal. If the form is not received then we will assume terrorism coverage is declined and the below Terrorism Charge will not be included in the premium.

Terrorism Charge: If you elect to purchase TRIA Certified Acts Terrorism Coverage in conjunction with any of the options presented in this Revised Quotation, the additional premium will be calculated by applying the percent listed below to the desired option.

TRIA Terrorism Rate: 3.00%

SUBJECTIVITIES:

In order for this Quotation letter to be valid and bindable, the following information must be received by the following date:

Binding

Option	Subjectivity
--------	--------------



Matthew Taylor
227 West Monroe St, 45th floor
Chicago, IL 60606
(312) 506-8194
Matthew.Taylor@thehartford.com

Option	Subjectivity
All	Details on Joint Public Agency requested as Named. Is this the correct legal entity? What is the relationship to the City of Lincoln? - Required at Binding
All	Completed and signed Navigators Environmental Application - Required at Binding
All	Copy of any Environmental reports and correspondence with Environmental regulatory agencies - Required at Binding
All	If electing to Purchase TRIA Terrorism coverage please provide either: (1) written instructions to bind TRIA Terrorism coverage within the Request to bind email to us or (2) return the signed TRIA Terrorism Insurance Coverage Notice Form provided within the Quote proposal. - Required at Binding



Matthew Taylor
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(312) 506-8194
Matthew.Taylor@thehartford.com

ADDITIONAL CONDITIONS:

This Quotation is valid for 30 days from the date of Quotation or the effective date, whichever comes first.

The terms and conditions of this Quotation may differ from specifications originally requested. Please call if you have any questions.

This premium quotation, and any policy that may be issued as a result of this Quotation, shall not apply to the extent that any offer to provide insurance, or the actual providing of insurance, would be in violation of the laws of the United States including, but not limited to, U.S. economic or trade sanction laws or export control laws administered by the U.S. Treasury, State, and Commerce Department. In the event that any such laws or prohibitions would apply, this Quotation is void ab initio.

Navigators Specialty Insurance Company does not accept, review, reject or approve certificates of insurance. Any requests for amendments to coverage must be made in writing to Navigators Specialty Insurance Company. We will not amend policy conditions prior to the date of written request.

Your office is responsible for collection and payment of Surplus Lines taxes and filings.

Disclosure: The insurance referenced herein is offered on a surplus lines basis. The insurance company listed on page 1 of this document is not licensed in the state in which the policy will be delivered, but is an approved non-admitted insurer. Accordingly, there may not be any protection to the insured(s) under the state Insurance Guarantee Fund or Insurer Insolvency Fund, if applicable. Please consult your insurance broker with any questions on surplus lines coverage, non-admitted insurance, and/or state insurance guarantee or insolvency funds.

Sincerely,

Matthew Taylor
Matthew.Taylor@thehartford.com

**COMMERCIAL LINES
ENVIRONMENTAL
INSURANCE POLICY**

A STOCK COMPANY



**NAVIGATORS SPECIALTY INSURANCE COMPANY
1 Penn Plaza, New York, New York 10119**

THIS POLICY CONSISTS OF:

- **DECLARATIONS**
- **ONE OR MORE COVERAGES OR COVERAGE PARTS. A COVERAGE OR COVERAGE PART CONSISTS OF:**
 - **ONE OR MORE COVERAGE FORMS**
 - **APPLICABLE FORMS AND ENDORSEMENTS**

Policyholder Disclosure: The insurance referenced herein is provided on a surplus lines basis. The insurance company listed above and on the Declarations of this policy is not licensed in the state in which the policy will be delivered, but is an approved non-admitted insurer. Accordingly, there may not be any protection to the insured(s) under the state Insurance Guarantee Fund or Insurer Insolvency Fund, if applicable. Please consult your insurance broker with any questions on surplus lines coverage, non-admitted insurance, and/or state insurance guarantee or insolvency funds.



TOLL -FREE
EMERGENCY SPILL RESPONSE
SUPPORT HOTLINE

NAVIG **ENV**
(624) (36)

ALERT Local Emergency Response Services
Follow Your Company's Emergency Response Procedures
Receive Assistance from The Hartford Environmental Hotline

As a Hartford Environmental insured, you have access to our 24/7 emergency spill response support hotline to assist you in the event of an emergency involving the release of pollutants. Please be prepared to relay critical information to the system administrator, including location and nature of the release and response steps taken.

Q: What is The Hartford Environmental Emergency Spill Response Hotline?

A: The Hartford environmental emergency spill response hotline provides access to valuable guidance and advice during an emergency involving the release of pollutants, including response oversight and assistance in selection of an Environmental Remediation Contractor.

Q: What are my responsibilities?

A: Incident response is your responsibility. Using the response hotline does not take the place of prudent response steps, including notification of local authorities and following your company's emergency procedures.

Q. If I call the hotline, does that satisfy my claim reporting requirements?

A. No, it does not satisfy your claim reporting requirements. Please refer to your policy for Procedures When Reporting a Claim to Us.

Q. Does the policy pay for these services?

A: Access to the hotline for assistance in selecting a remediation consultant and guidance on an appropriate response is free to The Hartford Environmental insureds. If remediation is required, you must contract directly with an environmental consultant for such services. Whether coverage applies to any claim will be determined by a review of the incident details and your insurance policy by The Hartford Claims Department.

Q. Who Answers the Call?

A: The Hartford Environmental has selected Hydro-Environmental Technologies, Inc. (HETI), to administer our emergency response hotline. HETI is a full service environmental company with highly skilled and knowledgeable staff of environmental consultants and engineers. HETI has been responding to environmental crises since 1986 with a track record of professionalism and expertise.

Pre-printed labels are available to include in your corporate Emergency Response Plan or to place in vehicles. Please contact your underwriter or email envendorsements@navg.com.

The material in this policyholder disclosure does not bind the company in any manner. This policyholder disclosure is provided for informational purposes only, and is not intended to be a representation of coverage that may exist in any particular situation under a policy issued by Navigators Insurance Company or its wholly owned subsidiary, Navigators Specialty Insurance Company. All conditions of coverage, terms and limitations are defined and provided for in the policy. Programs or products may not be available in all states and policy features may vary by state. Please consult your insurance broker and review the policy for coverage limitations, restrictions, exclusions, terms and conditions.

OFAC ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

U.S. ECONOMIC AND TRADE SANCTIONS LIMITATIONS CLAUSE

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under the trade or economic sanctions, laws or regulations of the United States of America.

The United States of America trade or economic sanctions, laws or regulations shall include, but not be limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms, conditions and exclusions of this Policy remain unchanged.



SITE POLLUTION LIABILITY TOOLKIT II

THIS POLICY CONTAINS CLAIMS-MADE INSURING AGREEMENTS THAT APPLY ONLY WHEN A CLAIM IS FIRST MADE AGAINST AN INSURED AND REPORTED TO US WHILE THE POLICY IS IN FORCE. PLEASE READ THE ENTIRE FORM CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine your rights and 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, listed in the Declarations, providing this insurance.

The word “insured” means any person or organization qualifying as such under **SECTION II. WHO IS AN INSURED**. Words and phrases other than headings that appear in **bold type** have special meaning. Refer to **SECTION V. POLICY DEFINITIONS**.

In consideration of the premiums paid and upon our reliance on the statements made in the application to this policy, including any supporting documentation or information submitted in connection with the application, and in accordance with all the terms, conditions, exclusions and limitations contained in this policy, we agree to provide coverage to the insured as follows:

SECTION I. COVERAGES AND COVERAGE EXCLUSIONS

The following coverage sections apply only if scheduled with limits in the Declarations:

A. Liability for Your Insured Site(s)

1. Cleanup Costs from the Discovery of a Pollution Incident

We will pay on behalf of the insured **cleanup costs** caused from a **pollution incident** located:

- a. at, on or under an **insured site**; or
- b. beyond the legal boundaries of an **insured site** if the **pollution incident** migrated from an **insured site**,

that first commences on or after the Coverage A Retroactive Date stated in Item 4. of the Declarations, provided that you discover the **pollution incident** during the **policy period**, and report the **pollution incident** to us in writing as soon as practicable following discovery and during the **policy period**.

2. Third Party Claims for Bodily Injury, Property Damage or Cleanup Costs

We will pay on behalf of the insured those sums that the insured becomes legally obligated to pay as **loss** resulting from any **claim(s)** for **bodily injury, property damage or cleanup costs** caused by a **pollution incident** located:

- a. at, on or under an **insured site**; or

- b. beyond the legal boundaries of an **insured site** if the **pollution incident** migrated from an **insured site**,

that first commences on or after the Coverage A Retroactive Date stated in Item 4. of the Declarations, provided that such **claims** are first made against the insured and reported to us during the **policy period**, or, if applicable, during the **extended reporting period**.

3. Emergency Cleanup Costs

We will pay those sums that you first incur as **emergency cleanup costs** caused by a **pollution incident** located:

- a. at, on or under an **insured site**; or
- b. beyond the legal boundaries of an **insured site** if the **pollution incident** migrated from an **insured site**,

that first commences during the **policy period**. This policy applies to only those **emergency cleanup costs** incurred by you within fifteen (15) calendar days after the **pollution incident** first commences or incurred thereafter as pre-approved by us in writing. Further, you must report the **pollution incident** giving rise to such costs to us no later than thirty (30) calendar days after it first commenced.

B. Pollution Liability for Your Off-Site Activities

1. Third Party Claims for Bodily Injury, Property Damage or Cleanup Costs

We will pay on behalf of the insured those sums that the insured becomes legally obligated to pay as **loss** resulting from any **claim(s)** for **bodily injury, property damage or cleanup costs** caused by a **pollution incident**.

- a. resulting from the activities of your business; and
- b. emanating from a location other than **your property(ies)**,

that first commences on or after the Coverage B Retroactive Date stated in Item 4. of the Declarations, provided that such **claims** are first made against the insured and reported to us during the **policy period**, or, if applicable, during the **extended reporting period**.

2. Emergency Cleanup Costs

We will pay those sums that you first incur as **emergency cleanup costs** caused by a **pollution incident**.

- a. resulting from the activities of your business; and
- b. emanating from a location other than **your property(ies)**,

that first commences during the **policy period**. This policy applies to only those **emergency cleanup costs** incurred by you within fifteen (15) calendar days after the **pollution incident** first commences or incurred thereafter as pre-approved by us in writing. Further, you must report the **pollution incident** giving rise to such costs to us no later than thirty (30) calendar days after it first commenced.

C. Exclusions

1. Coverage A Exclusions

Coverage **A. Pollution Liability for Your Insured Site(s)** does not apply to any **loss**:

a. Asbestos and Lead

based upon or arising out of any asbestos, asbestos-containing materials, lead, or lead-containing materials, in, upon or applied to any man-made structures or objects. However, this exclusion does not apply to:

- (1) **claim(s) for bodily injury or property damage;**
- (2) **cleanup costs** for asbestos or lead in soil, sediment, groundwater, or any other water body; or
- (3) **cleanup costs** caused by the inadvertent disturbance of lead-based paint, asbestos, or asbestos-containing materials.

However, notwithstanding the foregoing, this policy does not apply to **cleanup costs** for the removal, abatement or encapsulation of any lead-based paint, asbestos, or asbestos-containing materials not inadvertently disturbed or otherwise still present in building structures or components in a form materially similar to its original installation.

b. Material Change in Use

based upon or arising out of a change in use or operations at an **insured site** during the **policy period** which materially increases a risk covered under this policy.

c. Pollution Incidents After an Insured Site is Divested

based upon or arising out of a **pollution incident** that first commences after the date an **insured site** is sold, given away or abandoned by you.

d. Underground Storage Tank Systems

based upon or arising out of the presence or former presence of any **underground storage tank system(s)** at an **insured site**. However, this exclusion does not apply to any **underground storage tank system(s)**:

- (1) disclosed in the application for this insurance and subsequently listed on a Schedule of Underground Storage Tank System(s) endorsement attached to this policy;
- (2) removed or abandoned in-place prior to the inception date by: (a) any person or entity other than you or on your behalf; or (b) you or on your behalf in compliance with all applicable federal, state, municipal or provincial regulations; or
- (3) the existence of which is unknown to all **responsible insured(s)** as of the **inception date** of this policy.

2. Coverage B Exclusions

Coverage B. **Pollution Liability for Your Off-Site Activities** does not apply to any **loss**:

a. Non-Owned Locations

based upon or arising out of a location or facility to which any waste or materials have been delivered for the purpose of treatment, storage, processing, recycling, reuse or disposal. However, this exclusion does not apply to the treatment, storage, processing, recycling, reuse or disposal of your waste or materials sent to a **non-owned location** on or after the **Coverage B Retroactive Date** stated in Item 4. of the Declarations.

b. Products

based upon or arising out of **your products**. However, this exclusion does not apply during the period when **your products** are (1) stored or warehoused by others on your behalf, or (2) being transported by you or on your behalf.

c. Professional Liability

based upon or arising out of the rendering of or failure to render any professional services by you or on behalf of any insured including, but not limited to, providing engineering, architectural or surveying services to others; preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and supervisory or inspection activities performed as part of any related architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you or on behalf of any insured in connection with **your work** and in your capacity as a construction contractor.

d. Property Damage To Your Products

based upon or arising out of **property damage to your products** or any part thereof.

e. Property Damage to Your Work

based upon or arising out of **property damage to your work**, including any materials, parts or equipment furnished in connection therewith.

However, this exclusion does not apply to **completed operations**.

f. Separately Insured Project

based upon or arising out of any project that is insured under a pollution liability policy issued by us or **our affiliate** to any **named insured** for a specific project or projects, including, but not limited to, any owner or contractor controlled insurance program(s), owner's protective policy, wrap-up policy or similar insurance under which you are covered. This exclusion does not apply to any project we expressly schedule in an endorsement to this policy as an insured project.

g. Your Property(ies)

based upon or arising out of a **pollution incident** located at, on, under or migrating from **your property(ies)**.

D. Common Policy Exclusions Applicable to All Coverages

With respect to all coverages, this policy does not apply to any **loss**:

1. Communicable Diseases

based upon or arising out of any disease or condition contracted through direct or indirect contact with or exposure to any form of infectious agent that is generally spread or passed through physical contact with or amongst persons or animals, or the bodily fluids or excrement of persons or animals.

2. Contractual Liability

based upon or arising out of the liability of others assumed by any insured in a contract or agreement. This exclusion does not apply to liability that you:

- a. would have in the absence of the contract or agreement; or

- b. assume in a written contract or agreement that is an **insured contract**, but only if and to the extent this policy applies to such liability as of the **inception date**, or the effective date of an endorsement to this policy upon which we schedule such contract or agreement as an **insured contract**.

3. Criminal Fines, Penalties or Assessments

based upon or arising out of any criminal fines, criminal penalties or criminal assessments.

4. Employer's Liability

based upon or arising out of **bodily injury** to:

- a. your employee arising out of and in the course of:
 - (1) employment by you; or
 - (2) performing duties related to the conduct of your business; or
- b. the spouse, child, parent, brother or sister of that employee as a consequence of subpart a. immediately above.

This exclusion applies whether you 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.

5. Hostile Acts / War

based upon or arising out of, be it directly or indirectly, any:

- 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.

6. Insured Versus Insured

based upon or arising out of any **claim(s)** made by an insured against any other insured.

However, this exclusion does not apply to **claims** initiated by:

- a. an additional insured; or
- b. third parties that are subject to an indemnification given by one **named insured** to another **named insured** in an **insured contract**.

7. Intentional Acts

based upon or arising out of a **responsible insured's**:

- a. dishonest, fraudulent, malicious, willful, deliberate or knowingly wrongful act;
- b. willful or deliberate failure to comply with any material statute, regulation, ordinance, administrative complaint, notice of violation, directive, order, or instruction made by or on behalf of any governmental body or agency; or
- c. violation of or non-compliance with any land use restriction or engineered control that exists or are to be implemented on the **insured site**.

However, this exclusion does not apply if the **responsible insured's** action was taken in good faith in reliance upon written advice of outside counsel received in advance of such failure to comply, violation, or non-compliance. Additionally, this exclusion does not apply to **emergency cleanup costs**.

8. Nuclear Liability

based upon or arising out of any nuclear or radioactive materials or by-products where any insured under this policy: (1) has been indemnified by the United States Department of Energy or any other government authority; or (2) is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or (3) is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any amendment thereto or for which the Price Anderson Act provides financial protection for the insured.

9. Undisclosed Pollution Incidents

based upon or arising out of any **pollution incident(s)** known by a **responsible insured** as of the **inception date** and not disclosed in the application for this policy, or any application for a policy issued by us to which this insurance is a renewal thereof. Solely with respect to **SECTION I., Coverage B. Pollution Liability for Your Off-Site Activities**, this exclusion shall apply to only those **pollution incident(s)** that result from the activities of your business.

10. Workers' Compensation and Similar Laws

based upon or arising out of any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

SECTION II. WHO IS AN INSURED

Where applicable, the following person(s) or entity(ies) are an insured under this policy:

A. Named Insureds

1. First Named Insured

The person or entity stated in Item 1. of the Declarations is the **first named insured** and is responsible for payment of the policy premium and for any policy deductible. The **first named insured** shall also serve as the sole agent acting on behalf of all insureds with respect to receipt of notice(s), including notice of cancellation or non-renewal, receipt and acceptance of any endorsement(s) or any other change(s) to this policy, return of any premium, and assignment of any interest(s) under this policy, unless any such responsibilities are otherwise designated by endorsement.

2. Named Insured

The person(s) or entity(ies) expressly endorsed onto this policy as a **named insured**, if any. Each expressly listed **named insured** has the same rights under this policy unless specified otherwise in the endorsement, or unless such rights have been given specifically to the **first named insured** in this policy or any endorsement hereto.

B. Other Insureds

1. Employees, Officers and Directors

Any of your past or present directors, officers, partners, members, employees or shareholders as applicable, while acting within the scope of his or her duties as such.

2. If You Are an Individual

If the **first named insured** designated in the Declarations is an individual, then you and your spouse are insureds, but only with respect to the liability arising out of the activities of your business in which you are the sole owner.

Any reference throughout this policy to a spouse(s) includes a person(s) who is/are a party to a civil union as defined by any applicable state or federal law.

3. Coverage A - Broad Insured Status for Owned Entities

Solely with respect to **SECTION I., Coverage A. Pollution Liability for Your Insured Site(s)**, any subsidiary, associated, affiliated, or allied company or corporation, including subsidiaries thereof, of which the **first named insured** has at least fifty percent (50%) ownership interest as of the **inception date**.

C. Additional Insureds

Any person or organization whom you agree to include as an insured in a written contract or agreement is an additional insured, but only if and to the extent the contract or agreement is executed and effective prior to the date any **claim** is first made to which this policy applies.

No coverage is afforded under this policy for any **loss** arising out of an additional insured's own liability, sole negligence, or willful or deliberate misconduct.

SECTION III. LIMITS OF LIABILITY; DEDUCTIBLE

The Limits of Liability shown in the Declarations and the rules below fix the most we will pay regardless of the number of **claims**, persons or organizations making **claims**, insureds or **pollution incidents** under this policy.

A. Related or Continuous Pollution Incidents

When multiple **claims** or types of **loss(es)** arise out of the same, related or continuous **pollution incident(s)**, then the following will apply:

1. all such same, related or continuous **pollution incident(s)** will be treated as a single **pollution incident**;
2. all such **claims** will be treated as a single **claim**; and
3. all such **claims** and **loss(es)** will be subject to one Each Incident Limit and one Deductible as outlined in Paragraph B. and F. below, respectively.

B. Each Incident Limit

Subject to Paragraphs C. and D. below, the Each Incident Limit shown in Item 3. of the Declarations is the most we will pay under this policy for all **loss** arising out of one **pollution incident**, or out of the same, related or continuous **pollution incidents**.

C. Coverage Section Aggregate Limit

Subject to Paragraph D. below, the Coverage Section Aggregate Limit shown in Item 3. of the Declarations is the most we will pay for all **loss** under that particular coverage section.

D. Policy Aggregate Limit

The Policy Aggregate Limit shown in Item 3. of the Declarations are the most we will pay for the sum total of all **loss** under this policy. The Policy Aggregate Limit shall not apply to the Supplemental Claim Expense Limit also shown in Item 3. of the Declarations.

E. Supplemental Claim Expense Limit

Notwithstanding Paragraphs **B.**, **C.**, and **D.** above, **claim expenses** covered under this policy are not subject to and will not reduce any applicable limit of liability, until such **claim expenses** exceed the Supplemental Claim Expense Limit shown in Item 3. of the Declarations. Once **claim expenses** in the aggregate equal this amount, any and all subsequent **claim expenses** will be subject to and will reduce all applicable limits of liability in the policy. We shall not be obligated to defend any **claim** or pay any **loss** once any applicable limit of liability has been exhausted.

F. Deductible

Except with respect to **claims** arising out of **fungus** or legionella pnueumophila, the Deductible shown in Item 3. of the Declarations applies to all **loss** arising out of one **pollution incident**, or out of the same, related or continuous **pollution incident(s)**.

Solely with respect to **claims** arising out of **fungus** or legionella pneumophila, the Fungus / Legionella Deductible shown in Item 3. of the Declarations applies to all **loss** arising out of **fungus** or legionella pnueumophila.

This policy applies to **loss** only in excess of the applicable deductible, which shall be paid by the **first named insured** and remain uninsured.

If the same, related or continuous **pollution incident(s)** results in **loss** arising partly out of **fungus** or legionella pneumophila and partly out of another type of **pollution incident** covered hereunder, only the highest of the applicable deductibles will apply.

If, in the defense or settlement of a **claim** or in the payment of **loss**, including the reimbursement of **emergency cleanup costs**, we pay any part or all of the deductible, then, upon our notification to you of such action taken, you are responsible to promptly reimburse us for such part of the deductible amount as has been paid by us.

G. Multiple Policy Periods

If a **claim** is first made against an insured and reported to us during the **policy period**, or, if applicable, during the **extended reporting period**, then any **claims** arising out of the same, related or continuous **pollution incident(s)** that are first made against an insured and reported to us under a subsequent policy, issued to you by us or by **our affiliates**, providing the same or similar coverage to this policy, will be deemed to have been first made and reported during the **policy period** for this policy. Furthermore, coverage for such **claims** under this policy will apply only if you have maintained with us or with **our affiliates**, on a continuous and uninterrupted basis from the time of the first such **claim** is made against an insured and reported to us, pollution liability coverage that provides the same or materially the same coverage as this policy.

SECTION IV. CONDITIONS OF INSURANCE

A. Application Representations

By accepting this policy, you understand and agree that the statements in the application, including any supporting documentation or information submitted in connection with the application for this insurance, are hereby made a part of this policy; are accurate and complete to the best of the **responsible insured's** knowledge; that those statements are based upon representations you made to us; and that we have issued this policy in reliance upon your representations.

B. Assignment

The interest of any insured under this policy is not assignable, unless and until our consent to such assignment is endorsed hereon.

C. Bankruptcy

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

D. Cancellation

This policy may be cancelled by the **first named insured** by surrender of the policy to us, or by mailing to us a written notice stating when thereafter the cancellation is effective. If the **first named insured** cancels, earned premium will be computed in accordance with the customary short rate table and procedure after applying the Minimum Earned Premium set out in Item 5. of the Declarations. However, as of the date any **claim** or **loss** is (1) reported to us or (2) known by any **responsible insured**, the minimum earned premium shall be 100% and there will be no return premium for cancellation of this policy by you.

This insurance may be cancelled by us, but only for the following reasons:

1. failure to pay a premium when due;
2. fraud or material misrepresentation on the part of an insured, such as can be proven in a court of law; or
3. a change in use or operations at an **insured site** or **your work** which materially increases a risk under this policy.

However, cancellation for such a change identified in paragraph 3. immediately above within this condition shall either apply to **your work** or the **insured site(s)** upon which such change occurred, respectively, and will be processed via endorsement to this policy to exclude such coverage element.

Cancellation by us will be effectuated by mailing a written notice of cancellation to the **first named insured** at the address shown in the Declarations stating when cancellation will be effective, in accordance with the following schedule: the effective date of such cancellation notice will not be less than 10 days after mailing in the case of failure to pay a premium when due; or not less than 90 days after mailing in the case of cancellation for the reason(s) outlined above in Paragraph 2. or 3. of this Part **D. Cancellation**. The mailing of notice as noted shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice will become the end of the **policy period**. Delivery (where permitted by law) of such written notice either by you or by us shall be equivalent to mailing.

If we cancel this insurance, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

E. Changes

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this insurance or estop us from asserting any right under the terms of this insurance; nor shall the terms of this insurance be waived or changed, except by endorsement issued to form a part of this insurance and signed by us.

F. Consent

Where our consent and/or approval or your consent and/or approval is required under this policy, such consent shall not be unreasonably withheld, delayed, conditioned or denied.

G. Economic and Trade Sanctions

We shall not be deemed to provide cover and we shall not be liable to pay any **claim** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **claim** or provision of such benefit would expose us to any sanction, prohibition or restriction under the trade or economic sanctions, laws or regulations of the United States of America.

The United States of America trade or economic sanctions, laws or regulations shall include, but not be limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC).

H. Entire Agreement

By acceptance of this policy, you agree with us that this policy and any written endorsements attached hereto constitute the entire agreement between the parties. The terms, conditions and limitations of this policy can be waived or changed only by written endorsement.

I. Headings

Any headings or sub-headings that appear in this policy are intended for convenience only and in no way form a part of the terms, conditions or substance of the policy.

J. Inspection and Audit

By acceptance of this policy, you agree that we have the right, but not the obligation, to inspect or monitor on a continuing basis the activities of your business or **insured site(s)** at any reasonable time of business. If we decide to exercise this right, we will provide you or your broker or agent with reasonable notice (of at least ninety six (96) hours) as to the time and place of our inspection or monitoring, and we will seek your assistance with providing access to those locations or operations we intend to inspect or monitor.

We may, subject to our sole discretion, report orally or in writing to you on the conditions we find and recommend changes. Any such reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections, nor do we undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. Further, nothing in our inspection, monitoring or reports shall constitute an undertaking, on behalf of or for the benefit of the insured or others, to determine whether any conditions are safe, or whether any operations or facilities are in compliance with laws, regulations, codes or standards.

K. Legal Action Against Us

No person or organization has a right under this policy to:

1. join us or **our affiliates** as a party or otherwise bring us or **our affiliates** into a legal suit or legal proceeding asking for damages from an insured; or

2. sue us or **our affiliates** 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.

L. Other Insurance

With respect to any insured, this insurance will apply in excess of any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, unless such other insurance is written only as specific excess insurance over the limit of liability of this policy.

When both this insurance and other insurance apply to any **claim** or **loss** on the same basis, then we will not be liable under this policy for a greater proportion of the **loss** than the lower of either (1) the Limits of Liability shown in the Declarations or (2) the amount determined by contribution amongst the policies, as follows:

1. Contribution by Equal Shares - if all of the other insurance permits contribution by equal shares, we will also follow this method. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the **loss** remains, whichever comes first.
2. Contribution by Limits - if any other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Notwithstanding the foregoing, with respect to any policy issued for a specific project or projects, including, but not limited to, any owner or contractor controlled insurance program(s), owner's protective policy, wrap-up policy or similar insurance, the insurance afforded by this policy will apply only in excess and will not contribute with such other insurance.

M. Separation of Insureds / Severability

Except with respect to the Limits of Liability, or any rights or duties specifically assigned to the **first named insured**, this insurance applies:

1. as if each **named insured** were the only **named insured**; and
2. separately to each insured against whom a **claim** is made.

N. Service of Suit

It is understood and agreed that in the event of a failure by us to pay any amount claimed to be due hereunder, we, at the request of the **first named insured**, will submit to a court of competent jurisdiction within the United States of America. The foregoing shall not constitute a waiver of any of our rights to remove, remand, or transfer such suit to any other court of competent jurisdiction in accordance with the applicable statutes of the United States of America or any state therein. In any suit instituted against us upon this contract by said court, we will abide by the final decision of the court or of any appellate court in the event of an appeal.

It is further agreed that service of process upon us in such suit may be made upon the Superintendent, Commissioner, or Director of Insurance or other person specified for that purpose in the applicable statute governing service of process in the state or jurisdiction in which a cause of action arises under this contract of insurance, or his successor or successors in office as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance.

We hereby designate the President of **Navigators Specialty Insurance Company**, One Penn Plaza, 32nd Floor, New York, NY 10119, as the person to who the said Superintendent, Commissioner, or Director of Insurance is authorized to mail such process or a true copy thereof, in compliance with the applicable statutes governing said service of process in the state or jurisdiction in which a cause of action under this contract of insurance arises.

O. Subrogation

In the event of any payment under this insurance by us, we shall be subrogated to all the insured's rights of recovery against any person or organization. You agree to cooperate with us and to execute and deliver all instruments and papers and do whatever else is necessary to enforce such rights. No insured shall do anything after the payment of **loss** by us to prejudice such rights.

After the deduction of any expenses incurred by us in making a subrogation recovery, any remaining monies shall first accrue to you to the extent of any payment in excess of the limits of liability, then to us to the extent of our payment under the policy, then to you to the extent of your payment of the deductible.

Solely with respect to Coverage B, we will waive any right of recovery we may have against any person or organization because of payments we make for any **loss, cleanup costs, or emergency cleanup costs** arising out of activities of your business done under a written contract or agreement with that person or organization. This waiver of subrogation applies only to persons or organizations with which you have a written contract executed prior to when the **pollution incident** first commenced and only to the extent a waiver of subrogation is required by the contract or agreement.

P. Territory

This policy applies to pollution incident(s) taking place anywhere in the world, provided the insured's responsibility to pay loss is determined by a court of competent jurisdiction in the United States of America (including its territories or possessions), Puerto Rico and Canada, or is otherwise agreed to by us. This policy does not, and shall not be construed to, provide locally-admitted coverage in any jurisdiction other than the United States of America or Canada.

SECTION V. POLICY DEFINITIONS

A. **Bodily injury** means the following injury(ies) as sustained by any person, including, if applicable, death resulting therefrom:

1. physical injury, sickness, disease, building-related illness or other illness, including, but only in the presence of at least one of the aforesaid physical injuries or as otherwise required by court order, the cost of medical monitoring; and/or
2. mental anguish, emotional distress, or shock.

B. **Claim** or **claims** means a written demand or notice received by an insured alleging liability on your part for **bodily injury, property damage, or cleanup costs** caused by a **pollution incident** to which this insurance applies.

C. **Claim expenses** means:

1. all reasonable and necessary fees charged by legal counsel designated by us, or, with our prior written consent, by you; and/or
2. all other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of any **claim**, suit or proceeding arising in connection therewith, if incurred by us, or, with our prior written consent, by you.

Claim expenses does not include any salary, overhead or other charges by an insured for any time spent in cooperating in the defense and investigation of any **claim** or circumstance which might lead

to a **claim** notified under this insurance, except as outlined in **SECTION VI.**, Paragraph **B. Your Assistance and Cooperation.**

- D. Cleanup costs** means those reasonable and necessary expenses incurred in order to investigate, test, monitor, abate, remove, remediate, neutralize, clean or dispose of soil, sediment, groundwater, surfacewater, or other contamination arising from a **pollution incident** to the extent required by **environmental law**, or in the absence of **environmental law**, recommended in writing by an **environmental professional** as necessary for the protection of human health and the environment.

Cleanup costs also includes reasonable and necessary expenses incurred by an insured with our written consent, to repair, replace, or restore real or personal property to substantially the same condition it was in prior to being damaged in the course of incurring **cleanup costs**, however, such expenses will not include any costs associated with any improvements or betterments, except to the extent that such betterment includes the use of materials meeting **green standards** to repair, replace, or restore the damaged property.

Except for **green standards**, with respect to a **pollution incident** at, on or under an **insured site**, the allowable costs to repair, replace, or restore real or personal property as noted will not exceed the actual cash value of the real or personal property immediately prior to incurring any **cleanup costs**.

- E. Completed operations** means **your work** that have been completed and does not include **your work** that have been abandoned by you. **Your work** will be deemed completed at the earliest of the following times:

1. when all of **your work** called for in your contract have been completed;
2. when all **your work** to be performed at a **jobsite** have been completed if your contract calls for work at more than one **jobsite**; or
3. when that part of **your work** performed at the **jobsite** has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Your work that may need service, maintenance, correction, repair or replacement, but which are otherwise complete as noted above, will be deemed completed and treated as **completed operations**.

- F. Cyber attack** means:

1. any unauthorized access to or unauthorized use or modification of a network owned, operated or controlled by you, or by a third party service provider on your behalf (hereinafter "network") through hacking or otherwise;
2. denial of service attacks against a network;
3. the infection of a network by malicious code;
4. a ransomware attack; or
5. a zero-day attack;

For purposes of this definition, a network includes a computer system including electronic data, software, hardware, firmware, data storage devices, mobile devices, and electronic components and equipment residing on or forming part of a computer system.

- G. Emergency cleanup costs** means those reasonable and necessary expenses incurred by you in order to investigate, test, monitor, abate, remove, remediate, neutralize, clean or dispose of soil, sediment groundwater, surfacewater, or other contamination in response to a **pollution incident** that:
1. first commences during the **policy period**;
 2. presents an imminent and substantial danger to human health or the environment; and
 3. requires an immediate response by you in order to mitigate or reduce potential **loss** to which coverage under this policy applies or would apply but for the absence of a **claim** against you.

- H. Environmental laws** means any federal, state, provincial, or local law, including, but not limited to, statutes, rules, ordinances, guidance documents, regulations, and all amendments thereto, including state voluntary cleanup or risk-based corrective action guidance, and governmental, judicial, or administrative orders or directives, applicable to a **pollution incident**.
- I. Environmental Professional** means a person designated by us, or, by you with our prior written consent and approval, that is certified or licensed as a Certified Industrial Hygienist (CIH) by the American Board of Industrial Hygiene, a Professional Engineer (P.E.), or a Professional Geologist (P.G.), or other certified or licensed professional with the applicable state environmental regulatory agency. We may require that certain minimum professional criteria be met, including a demonstration that the individual has experience with similar projects as the one giving rise to **cleanup costs** or **emergency cleanup costs** under the policy, and the maintenance of adequate errors and omissions insurance.
- J. Extended Reporting Period** means the Automatic Extended Reporting Period or, if applicable, the Supplemental Extended Reporting Period, as outlined in **SECTION VIII.** of this policy.
- K. First Named Insured** means the person or entity stated in Item 1. of the Declarations, and subject to the responsibilities outlined in **SECTION II., Paragraph A.1.** of this policy.
- L. Fungus** means any form of mold, living or not living, mildew, or fungi, including mycotoxins, spores or byproducts produced or released by fungi.
- M. Green standards** means the following standards, products, methods, and processes for improving the environment, increasing energy efficiency, and enhancing safety and property protection:
1. LEED® Green Building Rating System™ of the U.S. Green Building Council;
 2. Green Globes™ Assessment and Rating System;
 3. ENERGY STAR®;
 4. National Fire Protection Association codes;
 5. Underwriter Laboratories standards; or
 6. other local or international codes.
- N. Inception date** means the first date set forth in Item 2. of the Declarations.
- O. Insured contract** means:
1. a written contract or agreement submitted to and approved by us, and listed on a Schedule of Insured Contracts endorsement attached to this policy; or
 2. solely with respect to coverage **B. Pollution Liability for Your Off-Site Activities:**
 - a. your obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or
 - b. that part of any other contract or agreement pertaining to **your work** (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for **bodily injury, property damage** or **cleanup costs** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- P. Insured site** means any real property that is both (1) owned, operated, leased, rented, or managed by you as of the **inception date** and (2) listed in the application for this insurance.
- Q. Jobsite** means a location where **your work** is performed, but does not include any **insured site(s), non-owned location(s), or your property(ies).**

R. **Loss** means:

1. monetary awards or settlements of compensatory damages for **bodily injury** or **property damage**, including, where insurable by law, any punitive, exemplary, or multiple damages, and any civil fines, penalties, or assessments for **bodily injury** or **property damage**;
2. **cleanup costs** and **emergency clean-up costs** to which this insurance applies; or
3. **claim expenses** related to Paragraphs 1. and 2. above.

S. **Named insured** means person(s) or entity(ies) outlined in **SECTION II.**, Paragraph **A. Named Insureds**, and referred to as you or your throughout this policy.

T. **Natural Resource Damages** means injury to or destruction of land, fish, wildlife, biota, air, water, ground water, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including any resources that are the subject of the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. 1801 et seq.)); or any State, Provincial, or local government; or any foreign government, or any Indian Tribe; or, if such resources are subject to a trust restriction or alienation, by any member of an Indian tribe, including any reasonable costs of damage assessment and the cost of restoring injured resources to their baseline condition prior to the **pollution incident** giving rise to **loss** hereunder.

U. **Non-Owned Location** means any location(s) to which your waste or materials are sent for treatment, storage, processing, recycling or disposal provided the location is not and never was owned, operated, leased, rented, managed or occupied by you or your parent, subsidiary or affiliate(s) and the location:

1. is listed in a Schedule of Non-Owned Location(s) endorsement attached to and made a part of this policy; or
2. meets all of the following criteria as of the date waste or materials are delivered by you:
 - a. is properly licensed, as applicable, by state, federal, municipal or provincial authority to conduct waste treatment, storage, processing, recycling or disposal; and
 - b. is not listed, or proposed to be listed, on the U.S. Environmental Protection Agency's (EPA's) Final National Priorities List (NPL), or on the Superfund or Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) database, or any state or provincial equivalent(s) to the federal NPL, Superfund or CERCLIS database(s).

V. **Our affiliate** means any parent(s), subsidiaries, affiliates, divisions, related companies, holding companies, merged companies, acquired companies, predecessors-in-interest and/or successors-in-interest of the company listed in the Declarations as providing this insurance.

W. **Policy period** means the period set forth in Item 2. of the Declarations, or if this policy is cancelled by either the **first named insured** or by us, any shorter period as a result of such cancellation.

X. **Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, hazardous substances, petroleum hydrocarbons, **fungus**, legionella pneumophila, methamphetamines, low level radioactive materials, electromagnetic fields, and waste. Waste includes but is not limited to medical, infectious, and pathological wastes.

Y. **Pollution incident** means:

1. the discharge, dispersal, release, seepage or escape of any **pollutant** into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including groundwater;
2. the discharge, dispersal, release, seepage or escape of any **pollutant** into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including groundwater, that results directly from a **cyber attack**;

3. subject to the applicable Fungus/Legionella Retroactive Date stated in Item 4. of the Declarations, the existence of **fungus** and/or legionella pneumophila at, on, within any man-made structures or buildings, including the indoor air within the aforesaid structures or buildings;
4. the discharge, dispersal, release, seepage or escape of silt or sediment beyond the legal boundaries of a **jobsite** or **insured site**; or
5. the illicit abandonment of any **pollutant** by a third party without your knowledge at an **insured site** or **jobsite** at which you perform **your work**.

Pollution incident does not include any **pollutant** that does not exceed the amount or concentration naturally present in the environment.

Z. Property damage means:

1. Physical injury to or destruction of tangible property owned by third parties, including any resulting loss of use and diminution in value thereof;
2. Loss of use of tangible property owned by third parties that has not been physically injured or destroyed; or
3. **Natural Resource Damages**.

Property damage does not include **cleanup costs**.

AA. Responsible insured means any of the following individual(s):

1. all of your officers, directors, partners, principals, or members;
2. any of your managers of an **insured site** or **jobsite**; or
3. your corporate manager(s) that are responsible for environmental affairs, control, or compliance.

BB. Underground storage tank system means any tank or vessel, including any attached pumps, valves and piping connected to the tank or vessel, that has at least ten (10) percent of its volume below ground. **Underground storage tank system** does not include:

1. a septic tank, oil/water separator or sump pump;
2. a tank that is enclosed within a basement, cellar, shaft, or tunnel, if the tank is upon or above the surface of the floor; or
3. storm water or wastewater collection systems.

CC. Your products means any goods or products, other than real property, manufactured, sold, handled, or distributed by you, or by others trading under your name, or any person or organization whose business or assets you have acquired, including:

1. any containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products;
2. warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; or
3. the providing of or failure to provide warnings or instructions.

DD. Your property(ies) means any real property that is or was at any time owned, operated, leased, rented, or managed by you.

EE. Your Work means those operations or activities, conducted by you or on your behalf, that you have been retained by a third party to perform at a **jobsite**.

SECTION VI. PROCEDURES WHEN REPORTING A CLAIM TO US

The following section outlines the insured's duties in the event of a **claim** or **loss** which, as a condition precedent to coverage under this policy, must be reported to us as follows:

A. Claim Reporting

In the event that an insured receives a **claim** or becomes aware of a **pollution incident** which may give rise to **loss** under this policy, the insured must notify us as soon as practicable utilizing any of the following methods, or by utilizing any other methods or addresses which may be substituted by us by endorsement to this policy:

1. by electronic mail to the Claims Department at newloss@navg.com; or
2. by telephone at 855-444-4796; or
3. by mail to the Danbury Claims Office at

Navigators Insurance
Attn: Claims Division
83 Wooster Heights Road
Danbury, CT 06810
United States of America

Notice to us should contain the following information:

1. the current contact information of the person(s) giving notice to us;
2. the time and location of the **pollution incident**;
3. a description of the circumstances giving rise to the **pollution incident** including how and when you become aware of the **pollution incident**;
4. the names and addresses of any injured persons and witnesses; and
5. all other information which is relevant to the **claim, pollution incident, or loss**.

Thereafter, the insured is required to submit to us as soon as practicable, but in no event longer than sixty (60) days from the date of our request, any information related to the notice which we may reasonably request including but not limited to any relevant contracts, technical reports, laboratory data, field notes, or documents generated by an insured in the investigation of any potential **loss** hereunder, whether or not these materials are deemed by any insured to be relevant. If a **claim** is made against any insured, you must immediately send us copies of any demands, notices, summonses or legal papers received in connection therewith.

If any insured makes any **claim** under this policy knowing such **claim** to be false or fraudulent, as regards to the amount or otherwise, this policy shall become null and void, and all coverage hereunder shall be forfeited.

B. Your Assistance and Cooperation

Without any charge to us, any and all insureds who may have any information related to a notice of a **claim** or **loss** submitted to us are required to cooperate with us in all investigations, securing and giving evidence, and, with respect to depositions, hearings, arbitrations, mediations, trials and any other legal proceedings, including their own personal attendance and the assistance in securing the attendance of witnesses. In the event that you or any of your principals, partners, executives, officers, directors, members or employees are required to personally attend any legal proceeding at our request, then you are entitled to receive reimbursement from us of up to \$500 per day for each individual, subject to a policy limit of \$10,000, to cover their travel and lodging expenses directly related to their attendance at such proceedings. These allowable expenses are subject to and will erode both the Limit of Liability and the Deductible set out in the Declarations.

C. Your Duty and Our Right to Mitigate

Once you become aware of a **pollution incident**, you are required to make any reasonable attempt to mitigate any **loss** and to comply with all applicable laws. If, in our sole judgment, you or any insured fails to take reasonable steps to mitigate a **pollution incident** which may give rise to **loss** hereunder, we will have the right but not the duty to take such steps as we deem appropriate to mitigate the **pollution incident**. Any **cleanup costs** incurred by us will be deemed to have been incurred by the insured and will erode both the Limit of Liability and the Deductible set out in the Declarations.

D. Our Right to Approve Environmental Professionals

You, with our prior written consent and approval, have the right and duty to designate and retain qualified **environmental professional(s)** to assist with the investigation or remediation of a **pollution incident** covered hereunder. Our written consent is not required in the case of **emergency cleanup costs** resulting from a **pollution incident**, however, you are still required to select a qualified **environmental professional** to conduct any investigation or remediation on your behalf, and the rates and fees we actually pay to the **environmental professional** for their services will be limited to the rates and fees we typically pay in the ordinary course of business in investigating and remediating similar **pollution incidents** in the community where the **pollution incident** arose. Any costs or **loss** incurred by you prior to receiving our written consent and approval will not be covered under this policy or credited against the deductible, except in the case of **emergency cleanup costs** resulting from a **pollution incident**.

SECTION VII. DEFENSE AND SETTLEMENT

A. Our Right and Duty to Defend

We will have the right and duty to defend the insured against any **claim(s)** for **bodily injury, property damage or cleanup costs** to which this insurance applies, but we will have no such duty to defend any insured against any **claim(s)** to which this insurance does not apply. Upon your satisfaction of any applicable deductible, **claim expense(s)** to which this insurance applies will be paid and will reduce the applicable Limits of Liability set out in the Declarations as described in **SECTION III. LIMITS OF LIABILITY; DEDUCTIBLE**. Our duty to defend ends once the applicable Limit of Liability has been exhausted by payment of any **loss**.

B. Our Right to Select Legal Counsel

We have the right to select legal counsel to defend the insured against any **claim(s)** for **bodily injury, property damage or cleanup costs** to which this insurance applies. Where allowable by law, we may appoint one counsel to represent or defend all insureds against any **claim(s)** to which this insurance applies on a joint defense basis.

C. Your Right to Independent Counsel

When an insured is entitled by law to select, at our expense, independent counsel (e.g., Cumis Counsel) to oversee our defense of a **claim** against the insured, the attorney's fees and all other litigation expenses we will pay to the independent counsel are limited to the rates we actually pay to counsel we retain in the ordinary course of business in the defense of similar **claims** in the community where the **claim** arose or is being defended. Any insured may, at any time, by signed consent, waive their right to select an independent counsel.

Additionally, we require that such independent counsel have certain minimum qualifications with respect to their legal competency including, but not limited to, experience in defending **claims** similar to the one pending against any insured and to require independent counsel to have errors and omissions insurance coverage. The insured agrees that such counsel will respond to our request(s) for information regarding the **claim** in a timely manner and to comply with our litigation management and billing guidelines.

D. Settlement

The following paragraphs outline the rights and duties of the parties' to this policy with respect to any settlement(s) or payment(s) for **loss**:

1. Voluntary Payments

Other than **emergency cleanup costs**, no insured shall incur any **loss** or admit liability, offer to settle, or agree to any settlement in connection with any **claim** without our prior written consent. When our written consent to a settlement is requested, you must promptly provide us with all information and particulars we may reasonably request, including, but not limited to, information which an insured may deem immaterial, in order to reach an informed decision as to such consent. Any **loss** resulting from any admission of liability or agreement to settle, including any **claim expenses**, incurred prior to our consent shall not be covered hereunder.

Furthermore, with respect to **cleanup costs** to which this insurance applies, the insured must:

- a. submit, for our preapproval, all proposed work plans prior to submittal to any regulatory agency;
- b. submit, for our preapproval, all bids and contracts for **cleanup costs** prior to execution or issuance; and
- c. forward progress reports regarding **cleanup costs** to us at reasonable intervals and prior to any submittal to any regulatory agency that is authorized to review and approve such submittals.

2. Offer(s) To Settle

If we present and recommend any offer(s) made by the claimant(s) to settle a **claim** and an insured refuses to consent to such settlement and elects to contest the **claim**, our limit of liability for any **loss** related to that **claim**, including **claim expense**, will be limited to the amount of the recommended settlement, plus the costs, charges and expenses incurred as of the date of your refusal which exceed the Deductible and fall within the Limits of Liability. At such time as the insured refuses to settle a **claim**, we have the right to withdraw from the further defense thereof by tendering control of the defense to the insured.

3. Transfer of Defense Duties

If we conclude that any applicable limit of liability of this policy has been, or soon will be, exhausted by the payment of **loss**, we will so notify the **first named insured** in writing as soon as possible. In the event that there are ongoing legal proceedings with respect to any **claim(s)** against an insured, and any applicable limit of liability of this policy has been exhausted by the payment of **loss**, or if an insured has refused to consent to a settlement as outlined in Paragraph **VII. D. 2. Offers to Settle** above, we will advise you that our duty to defend has ended and that we will no longer handle the defense of any ongoing **claim(s)** or new **claims** against an insured. Thereafter, we will initiate and cooperate in the transfer of control of the defense of all **claims** to any appropriate insured. The exhaustion of any applicable limit of liability by the payment of **loss** will not be affected by our failure to comply with any of the provisions of this section, nor will we be obligated by operation of any rights or duties in this paragraph to defend or continue to defend any **claim** or pay any **loss** after any applicable limit of liability of this policy is exhausted.

SECTION VIII. EXTENDED REPORTING PERIOD

If this policy is terminated for any of the following reasons:

1. cancellation by us for any reason other than failure to pay a premium when due or fraud or material misrepresentation on the part of an insured as outlined in **SECTION IV. CONDITIONS OF INSURANCE**, Paragraph **D. Cancellation**, subparts 1. and 2.; or
2. non-renewal by us; or
3. cancellation by you;

and you have not purchased any other insurance to replace this insurance, then you are entitled to an **extended reporting period** as outlined in Paragraphs **VIII. A.** or **VIII. B.** below. The quotation by us of a different premium, or deductible, or limit of liability, or changes in policy language for the purpose of renewal, shall not constitute a refusal to renew by us. Any **extended reporting period** does not extend the **policy period** or change the scope of coverage provided, nor does it act to reinstate or increase any of the limits of liability.

A. Automatic Extended Reporting Period

Unless you opt to purchase the Supplemental Extended Reporting Period as outlined below in Paragraph **B.** of this Section, an **extended reporting period** of ninety (90) days will be automatically provided to you for no additional premium. The Automatic Extended Reporting Period begins on the date the policy is terminated as outlined above in this Section and applies to **claims** first made against the insured and reported to us during the Automatic Extended Reporting Period. A **claim** first made and reported to us during the Automatic Extended Reporting Period will be deemed to have been made on the last day of the **policy period** provided the **claim** arises from a **pollution incident** that first commenced prior to the end of the **policy period** and would otherwise be covered under this policy.

B. Supplemental Extended Reporting Period (Optional)

At any time prior to or within 30 days following the date this policy is terminated as outlined above in this **SECTION VIII.**, you may elect, by notification to us in writing, to purchase a Supplemental Extended Reporting Period for an additional premium of not more than 200% of the full policy premium. The available duration of said Supplemental Extended Reporting Period will be up to a maximum of thirty-six (36) months.

The Supplemental Extended Reporting Period begins on the date the policy is terminated as outlined above in this Section and applies to **claims** first made against the insured and reported to us during the Supplemental Extended Reporting Period. A **claim** first made and reported to us during the Supplemental Extended Reporting Period will be deemed to have been made on the last day of the **policy period** provided the **claim** arises from a **pollution incident** that first commenced prior to the end of the **policy period** and would otherwise be covered under this policy. At such time as the Supplemental Extended Reporting Period is purchased, the Automatic Extended Reporting Period will merge into and not be in addition to the Supplemental Extended Reporting Period.

It is a condition precedent to the operation of any of your rights under this **SECTION VIII. B.**, that you make a written request to us expressing your intent to purchase the Supplemental Extended Reporting Period within 30 days following the date this policy is terminated as outlined above, and that you pay in its entirety the additional premium when due. At the commencement of the Supplemental Extended Reporting Period the entire premium will be deemed fully earned, and, in the event that you terminate the Supplemental Extended Reporting Period for any reason prior to its natural expiration, we will not be liable to return any premium paid for the Supplemental Extended Reporting Period.



NOTICE OF CLAIM FORM

Please send notification to:

Email: newloss@navg.com

Mail: Navigators Insurance
Attn: Claims Department
3 Wooster Heights Road
Danbury, CT 06110
Telephone: 55-444-4006

PLEASE SUBMIT ALL RELATED CORRESPONDENCE AND DOCUMENTATION RELATING TO THIS NOTICE

Date of Notice:

Policy Number:

CH20ESPZ06R1KQN

Policy Period:

From: 11/29/2020 12:00:00 A

To: 11/29/2030 12:00:00 A

Broker Name:	
Address:	
Email:	
Contact:	
Telephone:	

Named Insured:	
Insured Address:	
Email:	
Contact:	
Telephone:	

LOSS INFORMATION

Claimant:	
Claimant Address:	
Email:	
Contact:	
Telephone:	

Loss Date:

Loss Location:

Loss Description:

Internal Use Only. Date Received: _____

ENDORSEMENT NO. 1

Effective 12:01 AM Std Time: November 29, 2020

Issued to: West Haymarket Joint Public Agency and the City of Lincoln

Policy Number:

CH20ESPZ06R1KQN

Company: Navigators Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SCHEDULE OF INSURED SITE(S) ENDORSEMENT
(WITH SITE SPECIFIC COVERAGE A RETROACTIVE DATES)**

It is hereby agreed as follows:

1. **SECTION V. POLICY DEFINITIONS**, paragraph **P. Insured site** is deleted in its entirety and replaced with the following:

P. Insured site means the real property that is scheduled below:

Schedule of Insured Site(s)

Address	City	State	Site Specific Coverage A Retroactive Date	Site Specific Coverage A Fungus/Legionella Retroactive Date
That portion of the (former) 67-acre Burlington Northern and Santa Fe (BNSF) Property Site in Lincoln, Nebraska that resides North of "O" Street as identified in the figure below in this endorsement.				
The former Alter Trading property described as the 7.6-acre Alter Trading Corporation property, inclusive of the BNSF Transfer Property, located at 555 N Street, Lincoln, NE 68501 as identified in the figure below in this endorsement.	Lincoln	NE	NONE	NONE
The former Jay-Lynn property described as the 1.09-acre Jaylynn, LLC property located at 660 N Street, Lincoln, NE 68501 as identified in the figure below in this endorsement.				

ENDORSEMENT NO. 1

Effective 12:01 AM Std Time: November 29, 2020

Issued to: West Haymarket Joint Public Agency and the City of Lincoln

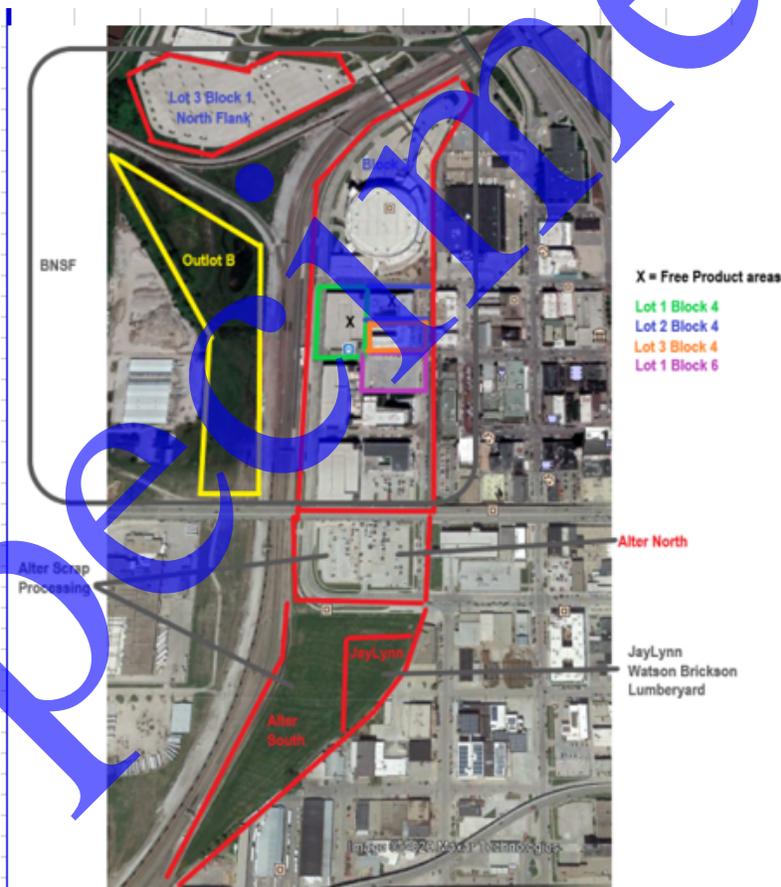
Policy Number:

CH20ESPZ06R1KQN

Company: Navigators Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

2. Solely with respect to the Schedule of Insured Site(s) listed in Item 1. above in this endorsement, the applicable Coverage A Retroactive Date listed in Item 4. of the Declarations is replaced with the applicable site-specific Coverage A Retroactive Date listed in the Schedule of Insured Site(s) in Item 1. above in this endorsement.



All other terms, conditions, and exclusions shall remain the same.

ENDORSEMENT NO. 2

Effective 12:01 AM Std Time: November 29, 2020

Issued to: West Haymarket Joint Public Agency and the
City of Lincoln

Policy Number: CH20ESPZ06R1KQN **Company:** Navigators Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE A - SPLIT POLICY PERIOD ENDORSEMENT

Solely with respect **SECTION I. COVERAGES AND COVERAGE EXCLUSIONS**, coverage **A. Pollution Liability for Your Insured Site(s)**, it is hereby agreed as follows:

1. SECTION I. COVERAGES AND COVERAGE EXCLUSIONS, coverage **A. Pollution Liability for Your Insured Site(s)** is deleted in its entirety and replaced with the following:

A. Pollution Liability for Your Insured Site(s)

1. Cleanup Costs from the Discovery of a Pollution Incident

a. Discovery of a New Incident

We will pay on behalf of the insured **cleanup costs** caused from a **pollution incident** located:

- (1) at, on or under an **insured site**; or
- (2) beyond the legal boundaries of an **insured site** if the **pollution incident** migrated from an **insured site**,

that first commences on or after the Coverage A Continuity Date stated in Item 2. below, provided that you discover the **pollution incident** during the **policy period**, and report the **pollution incident** to us in writing as soon as practicable following discovery and during the **policy period**.

b. Discovery of a Pre-Existing Incident

We will pay on behalf of the insured **cleanup costs** resulting from a **pollution incident** located:

- (1) at, on or under an **insured site**; or
- (2) beyond the legal boundaries of an **insured site** if the **pollution incident** migrated from an **insured site**,

that commenced prior to the Coverage A Continuity Date stated in Item 2. below, provided that you discover the **pollution incident** during the **policy period**, and report the **pollution incident** to us in writing as soon as practicable following discovery and during the **policy period**.

c. Emergency Cleanup Costs

We will pay those sums that you first incur as **emergency cleanup costs** caused by a **pollution incident** located:

- (1) at, on or under an **insured site**; or
- (2) beyond the legal boundaries of an **insured site** if the **pollution incident** migrated from an **insured site**,

ENDORSEMENT NO. 2

Effective 12:01 AM Std Time: November 29, 2020

Issued to: West Haymarket Joint Public Agency and the
City of Lincoln

Policy Number: CH20ESPZ06R1KQN **Company:** Navigators Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

that first commences during the **policy period**. This policy applies to only those **emergency cleanup costs** incurred by you within fifteen (15) calendar days after the **pollution incident** first commences or incurred thereafter as pre-approved by us in writing. Further, you must report the **pollution incident** giving rise to such costs to us no later than thirty (30) calendar days after it first commenced.

2. Third Party Claims for Bodily Injury, Property Damage or Cleanup Costs

a. Third Party Claims for Bodily Injury, Property Damage or Cleanup Costs – New Incidents

We will pay on behalf of the insured those sums that the insured becomes legally obligated to pay as **loss** resulting from any **claim(s)** for **bodily injury, property damage or cleanup costs** caused by a **pollution incident** located:

- (1) at, on or under an **insured site**; or
- (2) beyond the legal boundaries of an **insured site** if the **pollution incident** migrated from an **insured site**,

that first commences on or after the Coverage A Continuity Date stated in Item 2. below, provided that such **claims** are first made against the insured and reported to us during the **policy period**, or, if applicable, during the **extended reporting period**.

b. Third Party Claims for Bodily Injury, Property Damage or Cleanup Costs – Pre-Existing Incidents

We will pay on behalf of the insured those sums that the insured becomes legally obligated to pay as **loss** resulting from any **claim(s)** for **bodily injury, property damage or cleanup costs** caused by a **pollution incident** located:

- (1) at, on or under an **insured site**; or
- (2) beyond the legal boundaries of an **insured site** if the **pollution incident** migrated from an **insured site**,

that commenced prior to the Coverage A Continuity Date stated in Item 2. below, provided that such **claims** are first made against the insured and reported to us during the **policy period**, or, if applicable, during the **extended reporting period**.

2. Coverage A. Pollution Liability for Your Insured Site(s) is subject to the following continuity date:

Coverage A Continuity Date: 11/29/2020

3. Item 2. POLICY PERIOD of the Declarations is deleted in its entirety and replaced with the following:

COVERAGE SECTION	POLICY PERIOD
A. 1. a. Discovery of a New Incident	From: 11/29/2020 To: 11/29/2025

ENDORSEMENT NO. 2

Effective 12:01 AM Std Time: November 29, 2020

Issued to: West Haymarket Joint Public Agency and the
City of Lincoln

Policy Number: CH20ESPZ06R1KQN **Company:** Navigators Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. 1. b. Discovery of a Pre-Existing Incident	From: 11/29/2020	To: 11/29/2030
A. 1. c. Emergency Cleanup Costs	From: 11/29/2020	To: 11/29/2025
A. 2. a. Third Party Claims for Bodily Injury, Property Damage or Cleanup Costs – New Incidents	From: 11/29/2020	To: 11/29/2025
A. 2. b. Third Party Claims for Bodily Injury, Property Damage or Cleanup Costs – Pre-Existing Incidents	From: 11/29/2020	To: 11/29/2030

All dates on this endorsement are as of 12:01 A.M., Standard Time at your mailing address shown in Item 1. of the Declarations.

- 4. SECTION VIII. EXTENDED REPORTING PERIOD** subsection **B. Supplemental Extended Reporting Period (Optional)** is deleted in its entirety.

All other terms, conditions, and exclusions shall remain the same.

ENDORSEMENT NO. 3

Effective 12:01 AM Std Time: November 29, 2020

Issued to: West Haymarket Joint Public Agency and the City of Lincoln

Policy Number:

CH20ESPZ06R1KQN

Company: Navigators Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS INTERRUPTION ENDORSEMENT (AT YOUR INSURED SITE(S))

Solely with respect to the coverage afforded by this endorsement, it is hereby agreed as follows:

- 1. Item 3. LIMIT OF LIABILITY, DEDUCTIBLE of the Declarations is amended with the addition of the following:

Coverage	Business Interruption Deductible Period (Days)	Business Interruption Co-Insurance (%)	Business Interruption (Days) Limit	Business Interruption Limit
Business Interruption	5	0%	365	\$20,000,000 Each Incident Limit \$20,000,000 Aggregate Limit

- 2. SECTION I. COVERAGES AND COVERAGE EXCLUSIONS is amended by the addition of the following coverage part:

Business Interruption

We will pay your **business interruption loss** resulting from an **interruption** directly caused by a **covered pollution incident** located at, on or under an **insured site**, provided:

1. you first discover the **covered pollution incident** during the **policy period**;
2. report any **interruption** to us during the **policy period** in writing no later than thirty (30) days following your discovery of the **interruption**; and
3. submit to us a completed Business Income Report Worksheet reflecting the financial data for your operations at the **insured site** experiencing an **interruption** within thirty (30) days after reporting the **interruption** to us.

If the **interruption** is caused by a **covered pollution incident** and any other cause, we will pay only for that portion of **business interruption loss** attributable solely and directly to such **covered pollution incident**.

The knowledge of a **covered pollution incident** by a **responsible insured** constitutes discovery on your part.

- 3. SECTION V. POLICY DEFINITIONS is amended by the addition of the following definitions:

Business income means:

1. Net Income (net profit or loss before income taxes), including rental income from tenants, that would have been earned or incurred had there been no **interruption**, but only if and to the extent such income existed prior to commencement of a **covered pollution incident**; and
2. Continuing normal operating expenses, including payroll expenses except those payroll expenses for any of your officers, directors, managers, or contract employees;

ENDORSEMENT NO. 3

Effective 12:01 AM Std Time: November 29, 2020

Issued to: West Haymarket Joint Public Agency and the
City of Lincoln

Policy Number:

CH20ESPZ06R1KQN

Company: Navigators Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Business income does not include any interest payments, dividends, capital gains, or other profit from investments.

Business interruption loss means lost **business income** or **extra expense** incurred by you during the **period of restoration**. However, to the extent that **business interruption loss** can be reduced by the partial or complete resumption of your operations at the **insured site**, or at an alternate location, such reductions will be considered in calculating any **business interruption loss**.

Covered pollution incident means a **pollution incident** to which **cleanup costs** under **SECTION I. COVERAGES AND COVERAGE EXCLUSIONS**, coverage **A. Pollution Liability for Your Insured Site(s)** of this policy applies. There is no coverage afforded under this endorsement for any **business interruption loss** arising from any **pollution incident** that is excluded or otherwise not covered under this policy.

Extra expense means expenses that are:

1. incurred by you that would not have been incurred had there been no **interruption** due to a **covered pollution incident**; and
2. both reasonable and necessary to avoid or minimize the **interruption**, but only if and to the extent such expenses actually avoid or minimize lost **business income** that would otherwise be covered under this endorsement.

Extra expense includes costs you incur to rent temporary premises when a portion of an **insured site** occupied by you becomes untenable due to a **covered pollution incident**, but up to and not to exceed the fair rental value of the untenable portion of the building occupied by you. **Extra expense** will be reduced by the amount and to the extent of any salvage value of any property used temporarily during the **interruption**.

Interruption means the necessary suspension, whether partial or complete, of your business operations at an **insured site** attributable solely and directly to a **covered pollution incident**.

Period of restoration means the period of time first commencing on the date your business operations at an **insured site** are necessarily suspended due to a **covered pollution incident**, and ending on the earlier of the following times: (1) the date on which it should be reasonable to remedy the **covered pollution incident** to the minimum extent required to resume your operations at the **insured site**, or (2) the date on which your business operations are resumed at a new permanent location. The **period of restoration** does not include any subsequent time beyond the period noted above, even if **business interruption loss** continues due to unfavorable business impact or interference by employees or other persons as a result of the **covered pollution incident**.

4. SECTION III. LIMITS OF LIABILITY; DEDUCTIBLE is amended by the addition of the following paragraph:

Business Interruption Limits

Subject to Paragraphs **B.**, **C.** and **D.** of **SECTION III. LIMITS OF LIABILITY; DEDUCTIBLE**, the most we will pay under this policy for all **business interruption loss** is the lesser of the following:

ENDORSEMENT NO. 3

Effective 12:01 AM Std Time: November 29, 2020

Issued to: West Haymarket Joint Public Agency and the
City of Lincoln

Policy Number:

CH20ESPZ06R1KQN

Company: Navigators Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

1. Business Interruption Limits shown in Item 3. of the Declarations for all incidents, regardless of the number of insureds, **insured sites**, or **covered pollution incidents**; or
2. with respect to an **interruption** caused by the same, related or continuous **covered pollution incident(s)**, the **business interruption loss** incurred by you during the first Business Interruption (Days) Period following the Business Interruption Deductible Period, each shown in Item 3. of the Declarations.

Coverage is subject to the Business Interruption Co-Insurance shown in Item 3. of the Declarations. The Business Interruption Co-Insurance is to be born by you at your own risk and is to remain uninsured.

5. **SECTION III. LIMITS OF LIABILITY; DEDUCTIBLE**, paragraph **F. Deductible** is deleted in its entirety and replaced with the following:

F. Business Interruption Deductible Period

The Business Interruption Deductible Period shown in Item 3. of the Declarations applies to all **business interruption loss** arising out of one **covered pollution incident**, or out of the same, related or continuous **covered pollution incident(s)**. This policy applies to **business interruption loss** incurred by you only after the Business Interruption Deductible Period. You are responsible for all **business interruption loss** incurred during the Business Interruption Deductible Period.

6. **SECTION V. POLICY DEFINITIONS**, paragraph **R. Loss**, is hereby amended by the addition of the following:

Loss includes **business interruption loss**.

7. **SECTION IV. CONDITIONS OF INSURANCE**, paragraph **O. Subrogation** is deleted in its entirety and replaced with the following:

Notwithstanding any obligations of the insured in the event of any payment under this insurance by us, we shall be subrogated to all the insureds rights of recovery against any person or organization. You agree to cooperate with us and to execute and deliver all instruments and papers and do whatever else is necessary to enforce such rights.

After the deduction of any expenses incurred by us in making a subrogation recovery, any remaining monies shall first accrue to you to the extent of any payment in excess of the limits of liability, then to us to the extent of our payment under the policy, then to you to the extent of your payment of the deductible.

8. **SECTION IV. CONDITIONS OF INSURANCE** is amended by the addition of the following condition:

Business Interruption Appraisal

If you disagree with us on the amount of **business interruption loss**, either party may make a written demand for an appraisal of the **business interruption loss**. If an appraisal demand is made, each party will select a

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Effective 12:01 AM Std Time: November 29, 2020

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competent and impartial appraiser and notify the other party of the appraiser's identity within 21 days of receipt of the written demand.

The appraisers will state separately the amount of **business interruption loss**. If the appraisers fail to agree to a resolution, they will submit their differences to an umpire. If the appraisers cannot agree on an umpire, either appraiser may request that selection be made by a judge of a federal district court located in the jurisdiction where the policy was issued to the **first named insured**. A decision agreed to by the appraisers, or the umpire, if necessary, will be binding upon both parties.

Further, each party will:

1. pay its own chosen appraiser; and
2. share equally those costs associated with any other expenses related to the appraisal process, including the umpire, if applicable.

Notwithstanding the foregoing, even if there is an appraisal, we still retain our right to deny all or part of any **loss or claim**.

All other terms, conditions, and exclusions shall remain the same.

ENDORSEMENT NO. 4

Effective 12:01 AM Std Time: November 29, 2020

Issued to: West Haymarket Joint Public Agency and the City of Lincoln

Policy Number:

CH20ESPZ06R1KQN

Company: Navigators Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENVIRONMENTAL CRISIS MANAGEMENT ENDORSEMENT

Solely with respect to the coverage afforded by this endorsement, it is hereby agreed as follows:

1. Item 3. LIMIT OF LIABILITY, DEDUCTIBLE of the Declarations is amended with the addition of the following:

Coverage	Crisis Management Fees Each Event Deductible (\$)	Crisis Management Fees Limit
Environmental Crisis Management	\$0 Each Event	\$250,000 Each Event \$250,000 Total of All Events

2. **SECTION I. COVERAGES AND COVERAGE EXCLUSIONS** is amended by the addition of the following coverage part:

Environmental Crisis Management

We will pay those **crisis management fees** incurred by you as a direct result of a **crisis management event** to which this insurance applies, but only if the **crisis management event**:

- a. first commences during the **policy period**;
- b. relates to a **pollution incident**, and any resulting **bodily injury, property damage, or cleanup costs**, that are otherwise covered by, and not excluded under, this policy; and
- c. is discovered by you and reported in writing to us during the **policy period**.

The knowledge of a **crisis management event** by a **responsible insured** constitutes discovery on your part. Furthermore, the **pollution incident** to which this coverage applies must be unknown to any **responsible insured** as of the **inception date** of this policy, or the effective date of any policy issued to you by us to which this policy is a renewal, but only if the prior policy(ies) also included coverage for **crisis management fees**.

3. **SECTION III. LIMITS OF LIABILITY; DEDUCTIBLE** is amended by the addition of the following paragraph:

Environmental Crisis Management Event Sublimit

All public announcements or accusations, and all **crisis management fees**, based upon or arising out of any same, related or continuous **pollution incident(s)**, including a repeat or resumption of a previous **pollution incident**, will be treated as a single **crisis management event**.

Subject to Paragraphs **B., C., D. and F.** of **SECTION III. LIMITS OF LIABILITY; DEDUCTIBLE**, the most we will pay under this policy for all **crisis management fees** is the Crisis Management Fees Each Event Limit / Crisis Management Fees Total of All Events Limits shown in Item 3. Of the Declarations, regardless of the number of public announcements or accusations.

4. **SECTION V. POLICY DEFINITIONS**, Paragraph **R. Loss** in is amended by the addition of the following:

ENDORSEMENT NO. 4

Effective 12:01 AM Std Time: November 29, 2020

Issued to: West Haymarket Joint Public Agency and the
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Loss includes any **crisis management fees** to which this insurance applies.

5. SECTION V. POLICY DEFINITIONS, is amended by the addition of the following definitions:

Crisis management consultant means a professional firm or consultant that provides crisis management services which has been approved in writing by us, the approval for which shall not be unreasonably withheld.

Crisis management event means the public announcement or accusation by a third party that you caused a **pollution incident**:

1. resulting in **bodily injury** involving multiple third parties;
2. resulting in **property damage** to, or **cleanup costs** at, real properties owned by multiple third parties; or
3. that presents an imminent and substantial danger to human health or the environment.

Crisis management fees mean those reasonable and necessary fees and expenses:

1. incurred by you during the period beginning on the date the **crisis management event** is discovered and ending ninety (90) days thereafter; and
2. for services provided to you by a **crisis management consultant** for the sole purpose of assisting you with:
 - a. managing the media in direct response to a **crisis management event** to which this insurance applies; or
 - b. minimizing the economic harm to you caused by a **crisis management event** to which this insurance applies by consulting you with respect to maintaining and restoring your public image or reputation.

The insured must take reasonable steps to minimize **crisis management fees**.

All other terms, conditions, and exclusions shall remain the same.

ENDORSEMENT NO. 5

Effective 12:01 AM Std Time: November 29, 2020

Issued to: West Haymarket Joint Public Agency and the
City of Lincoln

Policy Number:

CH20ESPZ06R1KQN

Company: Navigators Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE A – SCHEDULED POLLUTANT(S) EXCLUSION ENDORSEMENT

It is hereby agreed as follows:

1. **SECTION I. COVERAGE AND COVERAGE EXCLUSIONS**, subsection **C. 1. Coverage A Exclusions**, is hereby amended by the addition of the following exclusion:

Scheduled Pollutant(s)

based upon or arising out of any **scheduled pollutant(s)**, including any constituents of, additives to or degradation by-products of any **scheduled pollutant(s)**.

However, this exclusion does not apply to the following:

- [X] 1. any **claims** for **bodily injury** or **property damage**.

2. **SECTION V. POLICY DEFINITIONS** is amended by the addition of the following definition:

Scheduled pollutant(s) means:

1. **JayLynn, Lot 1 Block 4 and Lot 2 Block 4 - Diesel, Free Product**
2. **Alter North and South, and JayLynn Sites - PCBs**

All other terms, conditions, and exclusions shall remain the same.

ENDORSEMENT NO. 6

Effective 12:01 AM Std Time: November 29, 2020

Issued to: West Haymarket Joint Public Agency and the
City of Lincoln

Policy Number:

CH20ESPZ06R1KQN

Company: Navigators Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE A - CAPITAL IMPROVEMENTS EXCLUSION (LIMITED) ENDORSEMENT

It is hereby agreed as follows:

1. **SECTION I. COVERAGE AND COVERAGE EXCLUSIONS**, Subsection **D. Common Policy Exclusions Applicable to All Coverages**, is hereby amended by the addition of the following exclusion:

Capital Improvements

based upon or arising out of any cost to dispose, treat or remove any soil, fill, soil-like material, groundwater, runoff, or other material that is necessary to facilitate or implement a **capital improvement** at an **insured site(s)**.

This exclusion does not apply to any **claims** for **bodily injury** or **property damage**.

Furthermore, this exclusion also does not apply to any **claim** initiated by a governmental entity for **cleanup costs**, but only if and to the extent such **claim** requires the disposal, treatment or removal any soil, fill, soil-like material, groundwater, runoff or other material beyond what is necessary to facilitate or implement the **capital improvement**.

2. **SECTION V. POLICY DEFINITIONS** is hereby amended by the addition of the following definition:

Capital improvement means any activity related to:

1. the construction, installation, improvement, alteration, demolition, removal or repair of structures or buildings, including any associated underground services, structures or utilities; or
2. site development work including, but not limited to, site re-grading, soil excavation or removal, or dewatering that is related to the preparation for or actual construction, installation, improvement, alteration, demolition, removal or repair of structures or buildings, including any associated underground services, structures or utilities.

All other terms, conditions, and exclusions shall remain the same.

ENDORSEMENT NO. 7

Effective 12:01 AM Std Time: November 29, 2020

Issued to: West Haymarket Joint Public Agency and the
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Policy Number:

CH20ESPZ06R1KQN

Company: Navigators Specialty Insurance Company

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COVERAGE A – INSTITUTIONAL AND ENGINEERING CONTROLS ENDORSEMENT

It is hereby agreed **SECTION I. COVERAGE AND COVERAGE EXCLUSIONS**, subsection **C. 1. Coverage A Exclusions**, is hereby amended by the addition of the following exclusion:

Deed Restriction / Institutional Control

- (1) any costs, charges or expenses to implement, maintain, or operate engineered barriers, deed restrictions, or other institutional controls to achieve remediation objectives for the **insured site**, including, but not limited to prohibiting the use of groundwater, restricting the site to industrial/commercial use, or installing engineering barriers or vapor control systems to the fullest extent permissible by the applicable regulatory agency to comply with **environmental laws**; or
- (2) based upon or arising out of any insured's violation of or non-compliance with any land use restriction or engineered control that exist or are to be implemented on the **insured site**.

All other terms, conditions, and exclusions shall remain the same.

ENDORSEMENT NO. 8

Effective 12:01 AM Std Time: November 29, 2020

Issued to: West Haymarket Joint Public Agency and the
City of Lincoln

Policy Number:

CH20ESPZ06R1KQN

Company: Navigators Specialty Insurance Company

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COVERAGE A – FUNGUS DURING CONSTRUCTION EXCLUSION ENDORSEMENT

It is hereby agreed **SECTION I. COVERAGES AND COVERAGE EXCLUSIONS**, subsection **C. 1. Coverage A Exclusions**, is hereby amended by the addition of the following exclusion:

Fungus During Construction at an Insured Site

based upon or arising out of **fungus** caused directly by construction of a new building, structure, or addition located on or at any **insured site**.

However, this exclusion does not apply after construction of a new building, structure, or addition located on or at any **insured site** has been completed and the building, structure or addition has received certificate of occupancy.

All other terms, conditions, and exclusions shall remain the same

ENDORSEMENT NO. 9

Effective 12:01 AM Std Time: November 29, 2020

Issued to: West Haymarket Joint Public Agency and the
City of Lincoln

Policy Number:

CH20ESPZ06R1KQN

Company: Navigators Specialty Insurance Company

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**MATERIAL CHANGE IN USE OF INSURED SITE -
MORE STRINGENT REMEDIATION STANDARDS ENDORSEMENT**

It is hereby agreed that **SECTION I. COVERAGES AND COVERAGE EXCLUSIONS**, subsection **C. 1. Coverage A Exclusions**, paragraph **b. Material Change in Use**, is deleted in its entirety and replaced with the following:

b. Material Change in Use

based upon or arising out of a change in use or operations at an **insured site** that results in remediation standards applicable to the corresponding **insured site** that are more strict than those standards applicable as of the **inception date**.

All other terms, conditions, and exclusions shall remain the same.

ENDORSEMENT NO. 10

Effective 12:01 AM Std Time: November 29, 2020

Issued to: West Haymarket Joint Public Agency and the
City of Lincoln

Policy Number: CH20ESPZ06R1KQN Company: Navigators Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE B - AMENDMENT TO SITE SPECIFIC ENDORSEMENT
(SUBJECT TO COVERAGE B RETROACTIVE DATE)

It is hereby agreed as follows:

1. **SECTION I. COVERAGES AND COVERAGE EXCLUSIONS**, Coverage **B. Pollution Liability for Your Off-site Activities** is deleted in its entirety and replaced with the following:

B. Pollution Liability for Your Transportation and Non-Owned Locations

1. **Third Party Claims for Bodily Injury, Property Damage or Cleanup Costs**

We will pay on behalf of the insured those sums that the insured becomes legally obligated to pay as **loss** resulting from any **claim(s)** for **bodily injury, property damage or cleanup costs** caused by a **pollution incident**:

- a. located at, on or under a **non-owned location**, or located beyond the boundaries of a **non-owned location** if the **pollution incident** migrated from the **non-owned location**, but only if the waste or materials giving rise to the **pollution incident** originated at an **insured site**; or
- b. resulting from **transportation activities**;

that first commences on or after the Coverage B Retroactive Date stated in Item 4. of the Declarations, provided that such **claims** are first made against the insured and reported to us during the **policy period**, or, if applicable, during the **extended reporting period**.

2. **Emergency Cleanup Costs for Your Transportation Activities**

We will pay those sums that you first incur as **emergency cleanup costs** caused by a **pollution incident** resulting from **transportation activities**, provided the **pollution incident** first commences during the **policy period**.

This policy applies to only those **emergency cleanup costs** incurred by you within fifteen (15) calendar days after the **pollution incident** first commences or incurred thereafter as pre-approved by us in writing. Further, you must report the **pollution incident** giving rise to such costs to us no later than thirty (30) calendar days after it first commenced.

2. **SECTION V. POLICY DEFINITIONS**, is amended by the addition of the following definitions:

Cargo means your goods, products or wastes.

Covered auto means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment.

Transportation activities means the movement of **cargo** by you, or by a third-party properly licensed to carry **cargo**, using a **covered auto**, rolling stock or water craft:

1. while in due course of transit beyond the legal boundaries of an **insured site** or **your property(ies)**;

ENDORSEMENT NO. 10

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2. travelling to or from an **insured site**, including the loading and unloading of your **cargo** when the point of origin or final destination is any location other than an **insured site** or **your property(ies)**; and
3. excepting there from, any **cargo** at rest for a period longer than seven (7) calendar days.

All other terms, conditions, and exclusions shall remain the same.

ENDORSEMENT NO. 11

Effective 12:01 AM Std Time: November 29, 2020

Issued to: West Haymarket Joint Public Agency and the
City of Lincoln

Policy Number:

CH20ESPZ06R1KQN

Company: Navigators Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE ENDORSEMENT
(EXCEPTION FOR FUNGUS & LEGIONELLA)

Except with respect to any **claim(s)** or **loss** arising in whole or part out of **fungus** or legionella pneumophilia, it is hereby agreed **SECTION IV. CONDITIONS OF INSURANCE**, Paragraph **L. Other Insurance**, is deleted in its entirety and replaced with the following:

K. Other Insurance

1. Primary Insurance

This insurance is primary except when Paragraph **2.** below applies. If this insurance is primary, our obligations are not affected by other insurance unless any of the other insurance is also primary. If other primary insurance may be available for any **loss** covered under this policy, then, at our request, the insured shall promptly provide us with copies of all such policies and we will share with all that other insurance by the method described in Paragraph **3.** below.

2. Excess Insurance

With respect to any policy issued for a specific project or projects, including, but not limited to, any owner or contractor controlled insurance program(s), owner's protective policy, wrap-up policy or similar insurance, the insurance afforded by this policy will apply only in excess and will not contribute with such other insurance.

3. Method of Sharing

When both this insurance and other insurance apply to any **claim** or **loss** on the same basis, then we will not be liable under this policy for a greater proportion of the **loss** than the lower of either (1) the Limits of Liability shown in the Declarations or (2) the amount determined by contribution amongst the policies, as follows:

- a.** Contribution by Equal Shares - if all of the other insurance permits contribution by equal shares, we will also follow this method. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
- b.** Contribution by Limits - if any other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

All other terms, conditions, and exclusions shall remain the same.

ENDORSEMENT NO. 12

Effective 12:01 AM Std Time: November 29, 2020

Issued to: West Haymarket Joint Public Agency and the
City of Lincoln

Policy Number:

CH20ESPZ06R1KQN

Company: Navigators Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED(S) ENDORSEMENT

It is hereby agreed that the following person(s) or entity(ies) are included as a **named insured** under **SECTION II. WHO IS AN INSURED**, paragraph **A. Named Insureds**, subparagraph **2. Named Insured:**

NAMED INSURED(S)

● Joint Public Agency

All other terms, conditions, and exclusions shall remain the same.

ENDORSEMENT NO. 13

Effective 12:01 AM Std Time: November 29, 2020

Issued to: West Haymarket Joint Public Agency and the
City of Lincoln

Policy Number:

CH20ESPZ06R1KQN

Company: Navigators Specialty Insurance Company

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ADDITIONAL INSURED ENDORSEMENT
(COVERAGE A & B)

It is hereby agreed as follows:

1. **SECTION II. WHO IS AN INSURED** is amended by the addition of the following:

C. Additional Insureds

The following entity(ies) or person(s) are added as additional insureds, but only with respect to any **claim** or **loss** arising out of:

1. with respect to Coverage **A. Pollution Liability from Your Insured Site(s)**, the **named insured's** ownership, operation, maintenance, or use of an **insured site(s)**; or
2. with respect to Coverage **B. Pollution Liability for Your Off-site Activities**, the activities of the **named insured's** business.

SCHEDULED ADDITIONAL INSURED(S)

Canopy Park, LLC

West Haymarket Holding Company, LLC

First National Bank of Omaha Commercial Real
Estate

No coverage is afforded under this Policy for any **loss** arising out of a scheduled additional insured's own liability, sole negligence, or willful or deliberate misconduct.

2. Nothing in this endorsement shall operate or be construed to increase any of our limits of liability under this Policy.

All other terms, conditions, and exclusions shall remain the same.

ENDORSEMENT NO. 14

Effective 12:01 AM Std Time: November 29, 2020

Issued to: West Haymarket Joint Public Agency and the
City of Lincoln

Policy Number: CH20ESPZ06R1KQN

Company: Navigators Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM ENDORSEMENT

It is hereby agreed as follows that **SECTION IV. CONDITIONS OF INSURANCE**, paragraph **D. Cancellation** is hereby deleted in its entirety and replaced with the following:

D. Cancellation

This policy may be cancelled by the **first named insured** by surrender of the policy to us, or by mailing to us a written notice stating when thereafter the cancellation is effective. If the **first named insured** cancels, earned premium will be computed in accordance with the customary short rate table and procedure after applying the applicable minimum earned premium as set out in the Schedule of Minimum Earned Premium(s) below. However, as of the date any **claim** or **loss** is (1) reported to us or (2) known by any **responsible insured**, the minimum earned premium shall be 100% and there will be no return premium for cancellation of this policy by you.

This insurance may be cancelled by us, but only for the following reasons:

1. failure to pay a premium when due; or
2. fraud or material misrepresentation on the part of an insured, such as can be proven in a court of law; or
3. a change in use or operations at an **insured site** or **your work** which materially increases a risk under this policy.

However, cancellation for such a change identified in paragraphs 3. immediately above within this condition shall either apply to **your work** or the **insured site(s)** upon which such change occurred, respectively and will be processed via endorsement to this policy to exclude such coverage element.

Cancellation by us will be effectuated by mailing a written notice of cancellation to the **first named insured** at the address shown in the Declarations stating when cancellation will be effective, in accordance with the following schedule: the effective date of such cancellation notice will not be less than 10 days after mailing in the case of failure to pay a premium when due; or not less than 90 days after mailing in the case of cancellation for the reason(s) outlined above in paragraph 2. or 3. of this Part **D. Cancellation**. The mailing of notice as noted shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice will become the end of the **policy period**. Delivery (where permitted by law) of such written notice either by you or by us shall be equivalent to mailing.

If we cancel this insurance, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

SCHEDULE OF MINIMUM EARNED PREMIUM(S)

Policy Inception Date:	25%
1 st Anniversary of Policy Inception Date:	50%
2 nd Anniversary of Policy Inception Date:	100%

All other terms, conditions, and exclusions shall remain the same.

Specimen

ENDORSEMENT NO. 15

Effective 12:01 AM Std Time: November 29, 2020

Issued to: West Haymarket Joint Public Agency and the
City of Lincoln

Policy Number:

CH20ESPZ06R1KQN

Company: Navigators Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISCLOSED DOCUMENTS ENDORSEMENT

It is hereby agreed that for purposes of **SECTION I. COVERAGE AND COVERAGE EXCLUSIONS**, Subsection **D. Common Policy Exclusions Applicable to All Coverages**, Paragraph **9. Undisclosed Pollution Incidents**, we acknowledge receipt of the documents scheduled below. Any **pollution incident(s)** in the scheduled documents are hereby deemed disclosed to us.

Notwithstanding the foregoing, all other exclusions or conditions contained in this Policy form, including any that have been added to this Policy by endorsement, that are applicable to any **pollution incident(s)** noted in the scheduled documents, still apply and are not amended, modified or limited in any way by this endorsement.

Schedule of Disclosed Documents

Site	Date	Title	Author
West Hay Market Redevelopment Site, Lincoln, NE	11/2/2011	Alter - Results from 0-3 Foot Sample Interval - Figure 4	Olsson Associates
West Hay Market Redevelopment Site, Lincoln, NE	11/2/2011	Alter - Results from 3-6 foot Sample Interval	Olsson Associates
City of Lincoln Joint Public Agency West Haymarket Site	9/28/2011	Letter and Attachments: Investigation Work Plan – Supplement to PCB Investigation Work Plan (August/2011) for Alter Trading Corporation/BNSF Transfer Property City of Lincoln Joint Public Agency West Haymarket Site	Benesch
BNSF Transfer Property Lincoln, BE	12/1/2011	PCB Waste Disposal Characterization Results and Cleanup Plan for the BNSF Transfer Property	Olsson Associates and Alfred Benesch Co.
Alter Property, 525 N. Street, Lincoln, NE - Located in the West Haymarket Study Area	8/1/2007	Phase I: Environmental Site Assessment	HWS Consulting Group
Alter Trading Corporation, Lincoln, NE	3/15/2010	Quality Assurance Project Plan for a Targeted Brownfield Assessment	Seagull Environmental Technologies, Inc.
Alter Scrap Metal Property located at 525 'N' Street, Lincoln, NE	1/12/2010	Letter to Mr. Castillo - Re: Limited Phase II Subsurface Assessment Report Alter Scrap Metal Property Located at 525 'N' Street, West Haymarket TEUP Study Area; Lincoln, NE.	Patrick L. Sward, J.D., and Frank E. Uhlarik, CPG, CEA - HWS

Lancaster County 555 'N' St., Lincoln, NE 68508	11/28/2011	Brownfields Clean Up Grant Application - Alter Trading Corporation West Haymarket Redevelopment Project	No listing
Alter Trading Corporation - Lincoln, NE	8/5/2010	Analytical Report - Chains of Custody / Samples received into laboratory on ice - Work order number CTG1085	Derrick Klinkenberg, Organics Manager TestAmerica
Alter Trading Corporation, Lincoln, NE	6/1/2010	Figure 1 - Proposed Sample Location Alter Trading Corp. Property	Seagull Environmental Technologies, Inc.
Alter Trading Corporation - Lincoln, NE	8/10/2010	Analytical Report - Amended to Report BNA's 8270C down to the Laboratories Method Detection Limit (Sample received into laboratory on ice.	Derrick Klinkenberg, Organics Manager TestAmerica
Alter Trading Corporation - Lincoln, NE	8/10/2010	Table Z-00 - Volatile Organic compounds in Soil - Summary Table	Alter Trading Corp.
Alter Trading Corporation Property, Lincoln, Nebraska	8/26/2010	Letter/Report: Phase II Targeted Brownfields Assessment Alter Trading corporation Property, Lincoln, NE	Seagull Environmental Technologies
Alter Trading Corporation Property, Lincoln, Nebraska	6/1/2010	Figure 1 - Proposed Sample Location Map - Alter Trading Corporation property, Lincoln, NE	Seagull Environmental Technologies, Inc.
Alter Trading Corporation Property, Lincoln, Nebraska	8/1/2010	Figure 3 - Surface Soil Sample Location map, Date: August 2010 Project No: EPS70901.0020; Alter Trading Corporation property, Lincoln, NE	Seagull Environmental Technologies, Inc.
Alter Trading Corporation Property, Lincoln, Nebraska	March 2015	Alter South and Alter North Minor Parcels Investigation Report and Remedial Action Plan	Olsson Associates
Alter Trading Corporation Property, Lincoln, Nebraska	May 2018	Alter South and Alter North Minor Parcels Final Report of Remedial Action	Olsson Associates
Battery Storage Building, Lincoln, NE	10/30/1995	Letter: Results of Bench-Scale Treatability for soils Near Battery Storage Building	Release Detection Geology (RDG)
Neiden Iron & Metal Co. 525 'N' Street Lincoln, NE	10/26/2010	Phase II: Environmental Property Assessment - Neiden Iron and Metal Corp.	Grams Environmental Management
Neiden Iron & Metal Co. 525 'N' Street Lincoln, NE	9/1/1995	Additional Phase KK: Environmental Site Assessment at Neiden Iron and Metal Corp.	Release Detection Geology (RDG)
Neiden Iron & Metal Co. 525 'N' Street Lincoln, NE	9/19/1995	T-1 Boring, RDG, Site Layout and Location of MonitoringWells and Soll Boring.	No listing
JAYLYNN LLC PROPERTY CITY OF LINCOLN ARENA/EXPO CENTER TASK FORCE WEST HAYMARKET STUDY AREA LINCOLN, NEBRASKA	8/1/2007	Phase 1 - Environmental Site Assessment - City of Lincoln, Arena/Expo Center Task Force, West Haymarket Study Area, Lincoln, NE	HWS Consulting Group

Jaylynn LLC Property, Lincoln NE	12/18/2009	Quality Assurance Project Plan for a Targeted Brownfield Assessment - Jaylynn LLC Property, Lincoln, NE	Seagull Environmental Technologies, Inc.
Jaylynn LLC Property, Lincoln NE	5/7/2008	Letter Re: Preliminary Phase II Environmental Site Assessment	HWS Consulting Group
Jaylynn LLC Property, Lincoln NE	12/18/2009	Quality Assurance Project Plan for a Targeted Brownfield Assessment - Jaylynn LLC Property, Lincoln, NE	Seagull Environmental Technologies, Inc.
Jaylynn LLC Property, Lincoln NE	4/20/2010	Letter/Report - Phase I Targeted Brownfields Assessment	Seagull Environmental Technologies, Inc.
Jaylynn LLC Property, Lincoln NE	5/3/2010	Phase II Targeted Brownfields Assessment Jaylynn LLC Property Site	Seagull Environmental Technologies, Inc.
Jaylynn LLC, 660 N. Street, Lincoln, NE	6/6/2011	Phase I - Environmental Site Assessment (ESA Update) - Jaylynn LLC 660 N. Street, Lincoln, NE	Olsson Associates
Jaylynn LLC, 660 N. Street, Lincoln, NE	11/28/2011	Brownfields Clean Up Grant Application - Joint Public Agency, Jaylynn, West Haymarket Redevelopment Project	No listing
Jaylynn LLC Property, Lincoln, NE	July 2016	Limited Unsaturated Zone Removal and Long Term Remedial Action Plan	Benesch

All other terms, conditions, and exclusions shall remain the same.

ENDORSEMENT NO. 16

Effective 12:01 AM Std Time: November 29, 2020

Issued to: West Haymarket Joint Public Agency and the
City of Lincoln

Policy Number:

CH20ESPZ06R1KQN

Company: Navigators Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FULL TERRORISM EXCLUSION (INCLUDING CERTIFIED ACT OF TERRORISM) ENDORSEMENT

It is hereby agreed as follows:

- SECTION I. COVERAGES AND COVERAGE EXCLUSIONS**, subsection **D. Common Policy Exclusions Applicable to All Coverages**, is amended by the addition of the following exclusion:

Terrorism

based upon or arising, directly or indirectly, out of any act of terrorism, including, but not limited to, a **certified act of terrorism**, regardless of any other cause or event that contributes concurrently or in any sequence to the **claim or loss**.

- SECTION V. POLICY DEFINITIONS**, is amended by the addition of the following definitions:

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

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

All other terms, conditions, and exclusions shall remain the same.

ENDORSEMENT NO. 17

Effective 12:01 AM Std Time: November 29, 2020

Issued to: West Haymarket Joint Public Agency and the
City of Lincoln

Policy Number:

CH20ESPZ06R1KQN

Company: Navigators Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TERRORISM EXCLUSION WITH CERTIFIED ACT OF TERRORISM EXCEPTION ENDORSEMENT

It is hereby agreed as follows:

- SECTION I. COVERAGES AND COVERAGE EXCLUSIONS**, subsection **D. Common Policy Exclusions Applicable to All Coverages**, is amended by the addition of the following exclusion:

Terrorism

based upon or arising, directly or indirectly, out of any act of terrorism regardless of any other cause or event that contributes concurrently or in any sequence to the **claim or loss**. However, this exclusion does not apply to a **certified act of terrorism**.

- SECTION V. POLICY DEFINITIONS** is amended by the addition of the following definition:

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

- The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this policy.

All other terms, conditions, and exclusions shall remain the same.

RESOLUTION NO.

1 BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public
2 Agency:

3 That the West Haymarket Joint Public Agency hereby approves the purchase of an
4 environmental insurance policy from Beazley Insurance for an amount not to exceed \$303,830.00.

Adopted this _____ day of November, 2020.

Introduced by:

Approved as to Form & Legality:

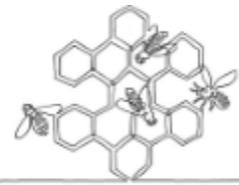
West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Leirion Gaylor Baird

Tim Clare

Tammy Ward



QUOTE ISSUED: 09-Nov-2020 02:17 PM This Quote will remain in effect until 09-Dec-2020.

Aon Risk Services Central - St. Louis, MO
Dale Cira
4220 Duncan
STE 401
St. Louis, MO 63110

QUOTE

Re: West Haymarket Joint Public Agency and The City of Lincoln
Beazley ECLIPSE
ENVIRO COVERED LOCATION INSURANCE POLICY (SITE ENVIRONMENTAL)
Covered Location Pollution Liability Quotation #2

Dear Dale,

In accordance with your request for a proposal and based on the information submitted, we are pleased to offer the following quote, subject to receipt, review and written acceptance of the following information:

1. Confirmation of the parcels planned for future development. Based on review of this information coverage may change
2. Copy of the BNSF parcel, Remedial Action Report, dated December 2016 and Final groundwater monitoring report. Is all the post closure groundwater monitoring complete?
3. Please provide additional information regarding the "Future BNSF Corridor", including location, use, development plans, if any, etc. Based on review of this information coverage may change
4. Please provide a copy of the West Haymarket Environmental Operations and Maintenance Plan
5. A completed, signed, and dated TRIA form
6. A completed, signed and dated application prior to binding

We are a specialist insurer with more than three decades of experience in providing clients with the highest standards of underwriting and claims service worldwide. All our insurance businesses are rated A (Excellent) by A.M. Best.

Insurer: Syndicate 2623/623 at Lloyd's. (Non-Admitted)

Policy Form: Beazley ECLIPSE - F00738 102019 ed.

First Named Insured: West Haymarket Joint Public Agency and The City of Lincoln
Address: 555 S 10th St
Lincoln, NE 68508

Policy Period: From: TBD To: TBD
Both dates at 12:01 AM Local Time at the First Named Insured's Address

Commission: 17.50%

This quote is through a surplus lines carrier on whose behalf we are authorized to act. Compliance with applicable laws including filings and payment of taxes and fees is the responsibility of the insured, the insurance agent or insurance broker. If coverage is bound, please advise the license number of the producer making the filing.

This quote is strictly conditioned upon no material change in risk occurring between the date of this letter and the inception date of the proposed policy (including but not limited to discovery of any pollution condition, notice of any claim or notice of circumstances which may reasonably be expected to give rise to a claim under any policy of which the policy being proposed by this letter is a renewal or replacement). In the event of such change of risk, the Insurer may in its sole discretion, whether or not this offer has already been accepted by the Insured, modify and/or withdraw this offer.

INSURED: West Haymarket Joint Public Agency and The City of Lincoln
This quote will remain in effect until 09-Dec-2020.

In order to complete the underwriting process, we require that you send us any additional information requested above. We are not required to bind prior to our receipt and underwriting approval of the above information. However, if we do bind coverage prior to such approval, the terms and conditions as indicated could be amended until such receipt and acceptance.

Please be advised that if coverage is bound, premium must be remitted by the due date on the invoice.

Thank you for the opportunity to quote.

Elizabeth Seltzer
BEAZLEY GROUP
333 West Wacker Drive
Chicago, IL 60606
t: (312) 476-6254
e: elizabeth.seltzer@beazley.com

INSURED: West Haymarket Joint Public Agency and The City of Lincoln

This quote will remain in effect until 09-Dec-2020.

Each Pollution Condition Limit	Aggregate Limit for the Policy Period	Each Pollution Condition Deductible	Premium	Term (Years)
\$20,000,000	\$20,000,000	\$50,000	\$165,427	5
\$20,000,000	\$20,000,000	\$50,000	\$292,245	10

Policyholder Disclosure Notice of Terrorism Insurance Coverage (Endorsement Attached):

This policy provides coverage for loss arising out of "Certified Acts of Terrorism", as that term is defined in The Terrorism Risk Insurance Act of 2002, as amended. This optional coverage may be elected at an additional charge at the time of binding as outlined in the Terms and Conditions. If this coverage is elected, an additional premium will be charged and an endorsement providing this coverage will be added to the policy. If this coverage is rejected, an endorsement rejecting this coverage will be added to the policy.

Coverage	Coverage Provided?
I.A.1. New Pollution Conditions – (BI/PD and Cleanup)	Yes
I.A.2. New Pollution Conditions – 1st Party Discovery	Yes
I.B.1. Existing Pollution Conditions – (BI/PD and Cleanup)	Yes
I.B.2. Existing Pollution Conditions – 1st Party Discovery	Yes
I.C. Transportation	Yes
I.D. Non-Owned Location	Yes
I.E. Crisis and Reputation Management Expense	Yes
I.F. Business Interruption Costs	Yes

Terms and Conditions:

Period of Restoration:	365 Days
I.F. Deductible Period:	5 Days
Retroactive Date – I.B.:	N/A
Retroactive Date – I.C.:	Specific Date: 29-Nov-2010
Retroactive Date – I.D.:	Specific Date: 29-Nov-2010
Additional Claims Expenses Limit:	\$0
Crisis and Reputation Expenses Coverage Each Pollution Condition Sublimit:	\$250,000
Length of Optional Extension Period:	36 Months
Premium for Optional Extension Period:	200% of the premium for the Policy Period
TRIA - (if elected):	1% (not included in quoted Premium)
Choice of Law:	New York

INSURED: West Haymarket Joint Public Agency and The City of Lincoln
This quote will remain in effect until 09-Dec-2020.

Scheduled Covered Location(s):

This quote provides coverage for the following scheduled Covered Location(s):

Address	City	State	Zip Code	Use
See Endorsement - E13031062019				Development of mixed use/commercial and/or residential properties

Endorsements Effective At Inception:

1. NMA 2868 (Env) Lloyd's Certificate
2. SCHEDULE2020 Lloyd's Security Schedule 2020
3. NMA1256 Nuclear Incident Exclusion Clause-Liability-Direct (Broad) (U.S.A.)
4. NMA1477 Radioactive Contamination Exclusion Clause-Liability-Direct (U.S.A.)
5. NMA2918 War and Terrorism Exclusion Endorsement
6. E06671 012015 ed. Policyholder Disclosure Notice of Terrorism Insurance Coverage
7. E06694 012015 ed. U.S. Terrorism Risk Insurance Act of 2002 as Amended Not Purchased Clause
8. E12463 012019 ed. Additional Insured
9. E12451 012019 ed. Disclosed Document Schedule
10. E12413 112019 ed. Microbial Matter Exclusion Prior to Certificate of Occupancy
11. E12411 012019 ed. Minimum Earned Premium
12. E13031 062019 ed. Schedule of Covered Locations
13. E13790 022020 ed. Specified Activities Exclusion-Designated
14. E12779 112019 ed. Specified Coverage and Contamination/Known Conditions Exclusion
15. E12750 122019 ed. Additional Named Insured
16. E14343 102020 ed. Business Interruption - Certificate of Occupancy and Sublimit
17. E12886 052019 ed. Contractor's Pollution Liability Endorsement- Claims Made
18. E13790 022020 ed. Specified Activities Exclusion-Designated

All manuscript terms are subject to review and approval of Beazley.

CERTIFICATE PROVISIONS



Lloyd's Insurance

This Insurance is effected with certain Underwriters at Lloyd's, London.

This Certificate is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

The Assured is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding this Certificate should be addressed to the following Correspondent:

SLC-3 (USA) NMA2868 (24/08/00) Printed by the Corporation of Lloyd's.

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
2. **Correspondent Not Underwriters.** The Correspondent is not an Underwriter hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Underwriters hereunder are those Underwriters at Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
3. **Cancellation.** If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
4. **Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
5. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.
6. It is hereby understood and agreed that wherever the word 'Policy' appears herein it shall be deemed to read 'Certificate.'

SP
DECIMEN

Effective date of this Endorsement: 04-Nov-2020

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 2623/623 at Lloyd's. Referred to in this endorsement as either the "Insurer" or the "Underwriters"

LLOYD'S SECURITY SCHEDULE

Syndicate 2623 82%

Syndicate 623 18%

ALL OTHER TERMS, conditions and limitations of said Certificate shall remain unchanged.

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Effective date of this Endorsement: 04-Nov-2020

This Endorsement is attached to and forms a part of Policy Number:

NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) (U.S.A.)

BEAZLEY ECLIPSE

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This Policy* does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
 - (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 or Nuclear Insurance Association of Canada, 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 (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) 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.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) 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
 - (c) the injury, sickness, disease, death or destruction 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 injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include 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 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 (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"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. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

* NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

Effective date of this Endorsement: 04-Nov-2020
This Endorsement is attached to and forms a part of Policy Number:

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE-LIABILITY-DIRECT (U.S.A.)

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause-Liability-Direct) to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

SPECIMEN

Effective date of this Endorsement: 04-Nov-2020

This Endorsement is attached to and forms a part of Policy Number:

WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

**POLICYHOLDER DISCLOSURE NOTICE OF
TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2020, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020; OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of .
	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

Policyholder/Applicant's Signature

Policy Number

Print Name

Date

(LMA 9104)

Effective date of this Endorsement: 04-Nov-2020

This Endorsement is attached to and forms a part of Policy Number:
Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the
"Underwriters"

U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED
NOT PURCHASED CLAUSE

This endorsement modifies insurance provided under the following:

BEAZLEY ECLIPSE

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Underwriters have made available coverage for **Claims, Claims Expense** and **Cleanup Costs** directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for **Claims, Claims Expense** or **Cleanup Costs** directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

All other terms, exclusions and conditions of the policy remain unchanged.

(LMA 5219)



Authorized Representative

Effective date of this Endorsement: 04-Nov-2020

**This Endorsement is attached to and forms a part of Policy Number:
Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the
"Underwriters"**

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BEAZLEY ECLIPSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause **III. DEFINITIONS**, P. "**Insured**" is amended to include the following person(s) or entity(ies):

Canopy Park, LLC, a Nebraska limited liability company, and their directors, officers, members, managers, representatives, agents, employees, lenders, tenants, successors and assigns

West Haymarket Holding Company, LLC, a Nebraska limited liability company, and their directors, officers, members managers, representatives, agents, employees, lenders, tenants, successors and assigns

Blanket as required by written contract.

Cotswold Management, LLC

J.A. Woollam Co., Inc

J.A. Woollam Foundation

but only with respect to liability arising out of any **Named Insured's** ownership, operation, maintenance or use of a **Covered Location** not otherwise excluded under this Insurance, and excluding liability arising from any acts, errors, omissions or negligence of the entity(ies) scheduled under this Endorsement.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 04-Nov-2020
This Endorsement is attached to and forms a part of Policy Number:
Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the
"Underwriters"

DISCLOSED DOCUMENT SCHEDULE

This endorsement modifies insurance provided under the following:

BEAZLEY ECLIPSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that pursuant to Section **VI. EXCLUSIONS, B. Prior Knowledge** the following Schedule of Disclosed Documents is added to this Policy:

Schedule of Disclosed Documents

TBD

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

SPECIMEN

Effective date of this Endorsement: 04-Nov-2020

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the "Underwriters"

MICROBIAL MATTER EXCLUSION PRIOR TO CERTIFICATE OF OCCUPANCY

This endorsement modifies insurance provided under the following:

BEAZLEY ECLIPSE

In consideration of the premium charged for the Policy it is hereby understood and agreed that:

1. Clause **VI. EXCLUSIONS** is amended by the addition of the following:

Microbial Matter

arising out of or resulting from the existence, exposure to, required removal or abatement of any **Microbial Matter** or legionella pneumophilia regardless of the cause of such **Microbial Matter** or legionella pneumophilia, associated with the **Covered Location(s)** scheduled below.

Covered Location(s)

That portion of the (former) 67-acre Burlington Northern and Santa Fe (BNSF) Property Site in Lincoln, Nebraska that resides North of "O" Street as identified within the Phase II Targeted Brownfields Assessment Report prepared by Seagull Environmental Technologies Inc. on April 28, 2010; Contract No. EP-S7-09-01, Task Order No. 0015.

The former Alter Trading property described as the 7.6-acre Alter Trading Corporation property, inclusive of the BNSF Transfer Property, located at 555 N Street, Lincoln, NE 68501 as defined within the Phase II Targeted Brownfields Assessment Report by Seagull Environmental Technologies, Inc. dated August 26, 2010.

The former Jay-Lynn property described as the 1.09-acre Jaylynn, LLC property located at 660 N Street, Lincoln, NE 68501 as defined within the Phase I Environmental Site Assessment (ESA) Update by Olsson Associates dated June 6, 2011.

2. It is further understood and agreed that for purposes of this Endorsement, any reference to **Microbial Matter** and "legionella pneumophilia" are deleted in their entirety from Clause **III. DEFINITION, Z. "Pollution Condition"**.

Following the construction and/or renovation of the **Covered Location(s)** scheduled above, this exclusion shall be automatically deemed deleted in its entirety from the Policy as of the date the **Insured** receives a certificate of occupancy from the applicable regulatory authorities.

All other terms and conditions of this Policy remain unchanged.


Authorized Representative

SPECIMEN

Effective date of this Endorsement: 04-Nov-2020

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the "Underwriters"

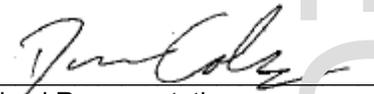
MINIMUM EARNED PREMIUM

This endorsement modifies insurance provided under the following:

BEAZLEY ECLIPSE

In consideration of the premium charged for this Policy, it is hereby understood and agreed that in the event of cancellation pursuant to Cause **XV. CANCELLATION**, this Policy shall be subject to a minimum earned premium of 100% of the amount shown in Item 5. of the Declarations.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

SPECIMEN

Effective date of this Endorsement: 04-Nov-2020
This Endorsement is attached to and forms a part of Policy Number:
Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the
"Underwriters"

SCHEDULE OF COVERED LOCATIONS

This endorsement modifies insurance provided under the following:

BEAZLEY ECLIPSE

It is hereby understood and agreed that the attached list of **Covered Locations** are added to Item 9. of the Declarations:

Covered Locations:

as listed on the attached schedule That portion of the (former) 67-acre Burlington Northern and Santa Fe (BNSF) Property Site in Lincoln, Nebraska that resides North of "O" Street as identified within the Phase II Targeted Brownfields Assessment Report prepared by Seagull Environmental Technologies Inc. on April 28, 2010; Contract No. EP-S7-09-01, Task Order No. 0015.

The former Alter Trading property described as the 7.6-acre Alter Trading Corporation property, inclusive of the BNSF Transfer Property, located at 555 N Street, Lincoln, NE 68501 as defined within the Phase II Targeted Brownfields Assessment Report by Seagull Environmental Technologies, Inc. dated August 26, 2010.

The former Jay-Lynn property described as the 1.09-acre Jaylynn, LLC property located at 660 N Street, Lincoln, NE 68501 as defined within the Phase I Environmental Site Assessment (ESA) Update by Olsson Associates dated June 6, 2011.

All other terms and conditions of this Policy remain unchanged.


Authorized Representative

Effective date of this Endorsement: 04-Nov-2020

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the "Underwriters"

SPECIFIED ACTIVITIES EXCLUSION-DESIGNATED

This endorsement modifies insurance provided under the following:

BEAZLEY ECLIPSE

In consideration of the premium charged for this policy, it is hereby understood and agreed that that solely with respect to **Cleanup Costs**, and **Claims Expenses** arising therefrom, under Insuring Clause I.B., the following is added to Clause **VI. EXCLUSIONS**:

Specified Activities

For, arising out of or resulting from:

- A. The removal, transportation or disposal of any material located below grade that is required by, related to, arises from, or is in any way associated with any construction or development activities at a **Covered Location**. However, this subparagraph shall not apply to the extent (i) such material is beyond the horizontal and vertical boundaries of the excavation or removal activities physically or geotechnically required for construction or development activities at a **Covered Location**, and (ii) an **Insured** is legally obligated to remove such material pursuant to **Environmental Law**;
- B. Dewatering activities, including transportation or disposal of water or soil generated during dewatering activities, at a **Covered Location**;
- C. The removal, transportation or disposal of building materials, including but not limited to building pads/slabs, foundations, piping, sumps, pits and vaults that may exist from previous structures which are generated as part of or in preparation for site development, site grading, razing or construction of any structures all of which would not have been necessary in the absence of development or construction activities at a **Covered Location**; and/or
- D. Any type of active or passive vapor mitigation system, vapor barrier, or other sub-slab depressurization system, on, at, under the **Covered Location**.

THE PRECEEDING EXCLUSION SUBSECTION(S) ARE IN EFFECT IF DENOTED WITH A CHECKMARK.

However, this exclusion solely applies to the schedule below:

Schedule		
Applies solely with respect to	Covered Location	Alter South parcel - Alter South, Lot 1, Block 11 and Outlot "C", West Haymarket Addition in the NW 1/4 of Section 26, Township 10N, Range 06 E of the 6th Principal Meridian, Lancaster County, NE.
Not Applicable	Named Insureds	
Not Applicable	Insureds	
Not Applicable	Pollution Condition(s) , including any breakdown, daughter or derivative products of such Pollution Condition(s)	

All other terms and conditions of this Policy remain unchanged.


 Authorized Representative

SPECIMEN

Effective date of this Endorsement: 04-Nov-2020

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the "Underwriters"

SPECIFIED COVERAGE AND CONTAMINATION/KNOWN CONDITIONS EXCLUSION

This endorsement modifies insurance provided under the following:

BEAZLEY ECLIPSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the following exclusion is added to Clause **VI. EXCLUSIONS**:

KNOWN CONDITIONS

due to, arising out of or resulting from the **Pollution Condition(s)** scheduled below, including any breakdown, daughter or derivative products of such **Pollution Condition(s)**:

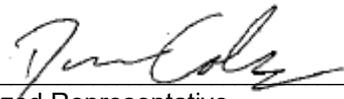
Pollution Condition(s)	Media	Onsite/Offsite/Both	Covered Location	Coverage(s) including Claims Expenses	Insuring Clause(s)
VOCs, SVOCs, PCBs, Metals, LNAPL	Soil, Groundwater, atmosphere, indoor air	On, at, under, or migrating from	Alter North and Jaylynn parcel - Alter North and JayLynn, Lot 4, Block 7, West Haymarket Addition in the NW 1/4 of Section 26, Township 10 N, Range 06 E of the 6th Principal Meridian, Lancaster County, NE	Cleanup Costs, Damages, Cleanup Costs	I.B

With respect to this exclusion, in the event a written letter, notice or determination has been issued by the applicable regulatory authority which states that a **Pollution Condition(s)** scheduled above has been remediated in accordance with the statutes, rules, regulations or guidance applicable to the intended use of the property, in the specified media excluded by this Endorsement, this Endorsement will not apply specifically for those **Pollution Condition(s)** in the media that are the subject of the written letter, notice or determination.

This deletion shall be effective as of the date the **Insured** receives the written letter, notice or determination and shall in no event be broader than the terms of the written letter, notice or determination. This deletion is conditioned upon the receipt of the letter, notice or determination by the Underwriters within thirty (30) days of receipt by the **Insured**.

In no event shall the Underwriters be liable for any amounts or obligations incurred prior to the issuance of the written letter, notice or determination or for any amounts or obligations required or necessary under the terms of the written letter, notice or determination, including but not limited to any **Institutional Controls** and/or **Engineering Controls**.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

SPECIMEN

Effective date of this Endorsement: Effective Date
This Endorsement is attached to and forms a part of Policy Number: Policy Number
 Insurer referred to in this endorsement as either the "Insurer" or the "Underwriters"

ADDITIONAL NAMED INSURED

This endorsement modifies insurance provided under the following:

BEAZLEY ECLIPSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause III. **DEFINITIONS**, Definition U. "**Named Insured**" is amended to include the following person(s) or entity(ies):

Joint Public Agency

First National Bank of Omaha Commercial Real Estate

but only with respect to liability arising out of the ownership, operation, maintenance or use of a **Covered Location**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: Effective Date

This Endorsement is attached to and forms a part of Policy Number: Policy Number
 Insurer referred to in this endorsement as either the "Insurer" or the "Underwriters"

BUSINESS INTERRUPTION – CERTIFICATE OF OCCUPANCY AND SUBLIMIT

This endorsement modifies insurance provided under the following:

BEAZLEY ECLIPSE

In consideration of the premium charged for this policy, it is hereby understood and agreed that:

1. Clause **I.F. Business Interruption Coverage** is deleted in its entirety and replaced by the following:

F. Business Interruption Costs Coverage

To pay the **Named Insured Business Interruption Costs** caused directly by a **Pollution Condition** on, at or under a **Covered Location**, provided that:

1. such **Pollution Condition** results in **Cleanup Costs** covered under Insuring Clause I.A. or I.B. of this Policy;
2. the **Business Interruption Costs** are reported in writing, to the Underwriters during the **Policy Period**; and
3. when such **Business Interruption Costs** were first incurred all construction and construction-related activities were completed at the **Covered Location**, a certificate of occupancy had been issued for the **Covered Location** and the **Covered Location** had been put to its intended use.

In the event that **Business Interruption Costs** are caused by a **Pollution Condition** and some other cause(s), the Underwriters shall only provide coverage for that portion of **Business Interruption Costs** caused solely by the **Pollution Condition**.

2. The following Paragraphs (f) and (g) is added to Item 3. of the Declarations:

- | | | |
|-----|--|--------------|
| (f) | Business Interruption Costs - | \$10,000,000 |
| | Each Pollution Condition Sublimit | |
| (g) | Business Interruption Costs - | \$10,000,000 |
| | Aggregate Sublimit | |

3. The following Paragraphs H. and I. are added to Clause **VII. LIMIT OF LIABILITY**:

- H. The **Business Interruption Costs - Each Pollution Condition** Sublimit stated in Item 3.(f) of the Declarations is the limit of the Underwriters' liability for all **Business Interruption Costs** under the Policy arising out of any single **Pollution Condition**.

The Sublimit of Liability stated in Item 3.(f) of the Declarations is part of, reduces and is subject to the Limit of Liability stated in Item 3.(a) and (b) of the Declarations. If the remaining Limit of Liability stated in Item 3.(a) and (b) is less than the applicable Sublimit of Liability, the remaining Each **Pollution Condition** Limit or Aggregate for the **Policy**

Period Limit is the most that will be available for payment of coverage provided under the Policy subject to the Sublimit of Liability.

- I. The **Business Interruption Costs** - Aggregate Sublimit stated in Item 3.(g) of the Declarations is the limit of the Underwriters' total liability for all **Business Interruption Costs** under the Policy.

The Sublimit of Liability stated in Item 3.(g) of the Declarations is part of, reduces and is subject to the Limit of Liability stated in Item 3.(a) and (b) of the Declarations. If the remaining Limit of Liability stated in Item 3.(a) and (b) is less than the applicable Sublimit of Liability, the remaining Each **Pollution Condition** Limit or Aggregate for the **Policy Period** Limit is the most that will be available for payment of coverage provided under the Policy subject to the Sublimit of Liability.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: Effective Date
 This Endorsement is attached to and forms a part of Policy Number: Policy Number
 Insurer referred to in this endorsement as either the "Insurer" or the "Underwriters"

CONTRACTOR'S POLLUTION LIABILITY ENDORSEMENT – CLAIMS MADE

This endorsement modifies insurance provided under the following:

BEAZLEY "ECLIPSE"

Solely with respect to the coverage provided by this endorsement and in consideration of the premium charged for the Policy, it is hereby understood and agreed that:

- Item 3. of the Declarations is amended by the addition of the following:

Solely, with respect to **Claims** under Insuring Clause I.G. the following sub-limits shall apply, which are part of, and not in addition to, the limits stated in (a) and (b) above:

\$20,000,000 Each **Claim** – includes **Claims Expenses**

\$20,000,000 Aggregate for the **Policy Period** – includes **Claims Expenses**

- The following **Contracting Services** are provided coverage under this endorsement:

Contracting Services	Retroactive Date	Each Claim Deductible
Services in which a Named Insured is acting in the capacity of a development contractor	29-Nov-2010	\$50,000

- Solely with respect to this Endorsement the NOTICE paragraph is deleted in its entirety and replaced with the following:

NOTICE: This Policy provides coverage on a Claims Made and Reported Basis and the payment of **Claims Expenses** reduces the applicable Limits of Liability. Please review the coverage afforded under this Insurance Policy (hereinafter referred to as the "Policy" or "Insurance") carefully and discuss the coverage hereunder with your insurance agent or broker.

- Clause I. **INSURING CLAUSE** is amended by the addition of the following:

G. CONTRACTOR'S POLLUTION LIABILITY COVERAGE

To pay on behalf of the **Insured**:

Damages and Claims Expenses, in excess of the Each **Claim** Deductible, which the **Insured** shall become legally obligated to pay because of any **Claim** first made against the **Insured** during the **Policy Period** or **Extended Reporting Period** (if applicable) and reported in writing to the Underwriters either during the **Policy Period**, within sixty (60) days after the expiration of the **Policy Period**, or during the **Extended Reporting Period** (if applicable). The **Claim** must arise out of a **Pollution Condition** arising out of the performance of or failing to perform **Contracting Services** by the **Insured** or by any person, including an independent contractor, for whom the **Named Insured** is legally responsible, and must be committed or take place on or after the Retroactive Date set forth in Item 2. above and before the end of the **Policy Period**.

- Solely with respect to this endorsement Clause **III. DEFINITIONS**, Definitions G, J., and P., are deleted in their entirety and replaced with the following:

- G. **"Cleanup Costs"** means reasonable and necessary costs, charges and expenses incurred with the prior written consent of the Underwriters in the investigation, assessment, removal, remediation (including the associated testing and monitoring) or neutralization of a **Pollution Condition**, provided that such costs, charges and expenses are caused by a **Pollution Condition** arising out of the performance of or failure to perform **Contracting Services** by or on behalf of the **Named Insured**.

The term **Cleanup Costs** shall also include:

1. reasonable and necessary legal costs, where such costs have been incurred by the **Insured** with the prior written consent of the Underwriters; and
2. reasonable and necessary **Restoration Costs**.

- J. **"Damages"** means a monetary judgment, award or settlement of compensatory damages, including any pre-judgment and/or post-judgment interest thereon. The term **Damages** shall also include **Cleanup Costs**.

The term **Damages** shall not include or mean:

1. future profits, restitution, disgorgement of unjust enrichment or profits by an **Insured**;
2. return or offset of fees, charges, or commissions for goods or services already provided or contracted to be provided;
3. any damages which are a multiple of compensatory damages;
4. fines, taxes or loss of tax benefits, sanctions or penalties assessed against the **Insured**;
5. punitive or exemplary damages, unless insurable by law under the law under which this Policy is construed;
6. liquidated damages to the extent that such damages exceed the amount for which the **Insured** would have been liable in the absence of such liquidated damages agreement;
7. any amounts for which the **Insured** is not liable, or for which there is no legal recourse against the **Insured**; or
8. matters deemed uninsurable under the law pursuant to which this Policy shall be construed.

- P. **"Insured"** means:

1. the **Named Insured**;
2. any other entity added as an additional **Insured** by Endorsement to the policy;
3. a director or officer of the **Named Insured**, but only with respect to the performance of his or her duties as such on behalf of the **Named Insured**;

4. an employee or **Temporary Employee** of the **Named Insured**, but only for work done while acting within the scope of his or her employment and related to the conduct of the **Named Insured's** business;
5. a principal if the **Named Insured** is a sole proprietorship, or a partner if the **Named Insured** is a partnership, but only with respect to the performance of his or her duties as such on behalf of the **Named Insured**;
6. any person who previously qualified as an **Insured** under 2, 3 or 4 above prior to the termination of the required relationship with the **Named Insured**, but only with respect to the performance of his or her duties as such on behalf of the **Named Insured**;
7. the estate, heirs, executors, administrators, assigns and legal representatives of any **Insured** in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this Insurance;
8. the **Named Insured** with regard to its participation in a joint venture, but solely for the **Named Insured's** liability that arises out of a **Pollution Condition** that arises out of the performance of or failing to perform **Contracting Services** by the **Named Insured**; and
9. solely with respect to Insuring Clause I.G., the client for whom the **Named Insured** performs or performed **Contracting Services**, provided that a written contract or agreement is in effect between the **Named Insured** and the client requiring the client to be an additional insured under the **Named Insured's** contractors pollution liability policy. However, such clients are covered under Insuring Clause I.G. of this Policy solely with respect to **Damages** and **Claims Expenses** arising from **Contracting Services** performed by or on behalf of the **Named Insured** and are not covered for any **Damages** and **Claims Expenses** arising from the client's own acts, errors or omissions. Clients of the **Named Insured** are covered under Insuring Clause I.G. of this Policy, subject to Clause VII., only up to and to the extent of the Limits of Liability required by the written contract or agreement.

6. Clause III. **DEFINITIONS** is amended by the addition of the following:

"Contracting Services" means those services outlined in Item 2. above.

7. Solely with respect to this endorsement, Clause VI. **EXCLUSIONS** B. and D. are deleted in their entirety and replaced with the following:

B. Prior Knowledge, Prior Notice and Prior Acts

1. arising out of or resulting from any actual or alleged **Pollution Condition** arising prior to the Inception Date of this Insurance:
 - a. if any director, officer, principal, partner, insurance manager or any member of the risk management or legal department of the **Named Insured** on or before the inception date knew or could have reasonably foreseen that such **Pollution Condition** might be expected to be the basis of a **Claim**; or

- b. in respect of which any **Insured** has given notice of a **Claim** or **Circumstance** to the insurer of any other policy in force prior to the inception date of this Policy; or
2. arising out of related or continuing **Pollution Conditions** where the first such **Pollution Condition** arose prior to the Retroactive Date set forth in Item 6. of the Declarations.

D. Assumption of Contractual Liability of Others

arising out of or resulting from the liability of others assumed by the **Insured** under any contract or agreement either oral or written, including any hold harmless or indemnity agreements, except:

1. for liability assumed under a contract or agreement that is an **Insured Contract** provided the **Pollution Condition** occurs subsequent to the execution of the contract or agreement; or
2. to the extent the **Insured** would have been liable in the absence of such contract or agreement.

8. Clause **VI. EXCLUSIONS** is amended by the addition of the following:

Criminal, Dishonest, Intentional, Fraudulent, Malicious, Willful or Knowing Acts

arising out of or resulting from any criminal, dishonest, intentional, fraudulent, malicious, willful or knowing act, error or omission committed by any **Insured**; however, this Policy shall apply to **Claims Expenses** incurred in defending any such **Claim** alleging the foregoing until such time as there is a final adjudication, judgment, binding arbitration decision or conviction against the **Insured**, or admission by the **Insured**, establishing such criminal, dishonest, intentional, fraudulent, malicious willful or knowing conduct, or a plea of *nolo contendere* or no contest regarding such conduct, at which time the **Named Insured** shall reimburse the Underwriters for all **Claims Expenses** incurred defending the **Claim** and the Underwriters shall have no further liability for **Claims Expenses**.

Provided, that this exclusion shall not apply to any **Claim** based upon or arising from the **Insured's** unintentional breach of a written agreement to refrain from disclosing confidential or proprietary information in the performance of or failure to perform **Contracting Services**.

Ownership Interest and Outside Positions

1. arising out of or resulting from any **Insured's** activities as a trustee, partner, officer, director or employee of any employee trust, charitable organization, corporation, company or business other than that of the **Named Insured**; or
2. made by any entity, arising out of **Contracting Services** or **Transportation** performed for such entity which:
 - a. is operated, managed or controlled by an **Insured** or in which any **Insured** has an ownership interest which cumulatively exceeds twenty-five percent (25%), or in which any **Insured** is an officer or director; or
 - b. operates, controls or manages the **Named Insured**, or has an ownership interest of more than fifteen percent (15%) in the **Named Insured**.

Express Warranties, Representations, Guarantees and Promises

arising out of or resulting from:

1. breach of any express warranty or representation except for an agreement to perform within a reasonable standard of care or skill consistent with applicable industry standards; or
2. a demand for satisfaction of or breach of guarantee or any promises including, without limitation, cost savings, cost of construction, maximum construction price, financing, profits, or return on investment.

Faulty Workmanship

arising out of the cost to repair or replace any faulty workmanship performed in whole or in part by any **Insured** on any construction, erection, fabrication, installation, assembly, manufacture or remediation, including any materials, parts, labor or equipment furnished in connection with such repair or replacement.

Transportation, Shipment or Delivery of Waste, Products or Materials

arising out of or resulting from any waste or any products or materials transported, shipped or delivered via watercraft, aircraft, motor vehicle, mobile equipment or rolling stock to a location beyond the boundaries of a site at which **Contracting Services** are being performed.

Property Damage to Named Insured's Work and Products

for any **Property Damage**:

1. to work performed by or on behalf of the **Named Insured** resulting from the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith; or
2. to any goods or products which are sold or supplied by the **Insured** or by others under license from the **Insured** resulting from such goods or products or any portion thereof.

Patent Infringement

arising out of actual or alleged infringement of patent or patent rights or misuse of patent.

Professional Services

arising out of or resulting from any act, error or omission by or on behalf of the **Insured** in the provision of professional services.

9. Solely with respect to this endorsement, Clause **X. NOTICE OF CLAIM AND DISCOVERY OF POLLUTION CONDITION** is deleted in its entirety and replaced with the following:

X. NOTICE OF CLAIM AND DISCOVERY OF POLLUTION CONDITION

- A. If any **Claim** is made against an **Insured**, the **Insured** shall forward written notice as soon as practicable to the Underwriters. Notice shall be forwarded via facsimile, email or express or certified mail to the persons identified in Item 8. (a)

of the Declarations. Such notice should include a copy of every demand, notice, summons or other process received by the **Insured** or the **Insured's** representative.

Notice shall include, at minimum, information sufficient to identify the **Named Insured**, the **Covered Location** affected, the names of persons with knowledge of the **Pollution Condition**, and all known and reasonably obtainable information regarding the time, place, cause, nature of and other circumstances of the **Pollution Condition** and any resulting injuries or damages and remedial steps proposed to be undertaken by the **Insured**.

- B. A **Claim** or **Pollution Condition** shall be considered to be reported to the Underwriters when written notice is first received by the person identified in Item 8.(a) of the Declarations

- 10. Solely with respect to this endorsement, Clause **XIII. OTHER INSURANCE** is deleted in its entirety and replaced with the following:

XIII. OTHER INSURANCE

This Insurance shall apply in excess of:

- A. any other valid and collectible insurance available to any **Insured**, including, but not limited to, any project specific professional liability and/or contractors pollution liability insurance; and
- B. any self insured retention or deductible portion thereof

unless such other insurance is written only as specific excess insurance over the Limit of Liability of this Policy.

- 11. Solely with respect to this endorsement, Clause **XVIII. SUBROGATION** is deleted in its entirety and replaced by the following:

XVIII. SUBROGATION

In the event of any payment under this Insurance, the Underwriters shall be subrogated to all the **Insureds'** rights of recovery therefore against any person or organization, and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice such rights. The Underwriters agree to waive its rights of recovery against any client of the **Named Insured** for a **Claim** which is covered, to the extent the **Named Insured** had, prior to such **Claim**, a written agreement to waive such rights. Any recoveries shall be applied first to subrogation expenses, second to **Damages** and **Claims Expenses** paid by the Underwriters, and third to the Each **Claim** Deductible. Any additional amounts recovered shall be paid to the **Named Insured**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: Effective Date

This Endorsement is attached to and forms a part of Policy Number: Policy Number

Insurer referred to in this endorsement as either the "Insurer" or the "Underwriters"

SPECIFIED ACTIVITIES EXCLUSION-DESIGNATED

This endorsement modifies insurance provided under the following:

BEAZLEY ECLIPSE

In consideration of the premium charged for this policy, it is hereby understood and agreed that that solely with respect to **Cleanup Costs**, and **Claims Expenses** arising therefrom, under Insuring Clause I.B., the following is added to Clause **VI. EXCLUSIONS**:

Specified Activities

For, arising out of or resulting from:

- A. The removal, transportation or disposal of any material located below grade that is required by, related to, arises from, or is in any way associated with any construction or development activities at a **Covered Location**. However, this subparagraph shall not apply to the extent (i) such material is beyond the horizontal and vertical boundaries of the excavation or removal activities physically or geotechnically required for construction or development activities at a **Covered Location**, and (ii) an **Insured** is legally obligated to remove such material pursuant to **Environmental Law**;
- B. Dewatering activities, including transportation or disposal of water or soil generated during dewatering activities, at a **Covered Location**;
- C. The removal, transportation or disposal of building materials, including but not limited to building pads/slabs, foundations, piping, sumps, pits and vaults that may exist from previous structures which are generated as part of or in preparation for site development, site grading, razing or construction of any structures all of which would not have been necessary in the absence of development or construction activities at a **Covered Location**; and/or
- D. Any type of active or passive vapor mitigation system, vapor barrier, or other sub-slab depressurization system, on, at, under the **Covered Location**.

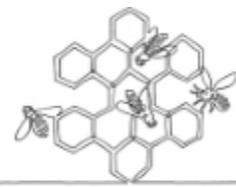
THE PRECEEDING EXCLUSION SUBSECTION(S) ARE IN EFFECT IF DENOTED WITH A CHECKMARK.

However, this exclusion solely applies to the schedule below:

Schedule		
Applies solely with respect to	Covered Location	Alter North and Jaylynn parcel - Alter North and JayLynn, Lot 4, Block 7, West Haymarket Addition in the NW 1/4 of Section 26, Township 10 N, Range 06 E of the 6th Principal Meridian, Lancaster County, NE
N/A	Named Insureds	
N/A	Insureds	
N/A	Pollution Condition(s) , including any breakdown, daughter or derivative products of such Pollution Condition(s)	

All other terms and conditions of this Policy remain unchanged.

Authorized Representative



**BEAZLEY ECLIPSE
ENVIRO COVERED LOCATION INSURANCE POLICY (SITE ENVIRONMENTAL)**

NOTICE: This Policy provides coverage on a Discovery and/or Claims Made and Reported Basis and the payment of **Claims Expenses** reduces the applicable Limits of Liability. Please review the coverage afforded under this Insurance Policy (hereinafter referred to as the "Policy" or "Insurance") carefully and discuss the coverage hereunder with your insurance agent or broker.

In consideration of the payment of the premium and reliance upon the statements in the **Application**, which is deemed a part of this Insurance Policy and subject to the Limit of Liability, Deductible, Exclusions, conditions and other terms of this Insurance, the Underwriters agree with the **First Named Insured** as follows:

I. INSURING CLAUSE

THE FOLLOWING COVERAGES ARE IN EFFECT ONLY IF INDICATED WITH A "YES" IN ITEM 13. OF THE DECLARATIONS.

A. Covered Location Pollution Liability Coverage - New Pollution Conditions

To pay on behalf of the **Insured**:

1. **Cleanup Costs, Damages and Claims Expenses**, in excess of the Deductible, which the **Insured** shall become legally obligated to pay because of a **Claim** for a **Pollution Condition** first made against the **Insured** and reported in writing to the Underwriters during the **Policy Period**; or within the Extended Reporting Period, if applicable; and/or
2. **Cleanup Costs**, in excess of the Deductible, because of a **Pollution Condition** first discovered by the **Insured** and reported in writing to the Underwriters during the **Policy Period**; or within the Extended Reporting Period, if applicable;

provided that, such **Pollution Condition**:

- a. first commenced on or after the Inception Date stated in Item 2. of the Declarations and before the end of the **Policy Period**; and
- b. is on, at, under or migrated from a **Covered Location**.

B. Covered Location Pollution Liability Coverage - Existing Pollution Conditions

To pay on behalf of the **Insured**:

1. **Cleanup Costs, Damages and Claims Expenses**, in excess of the Deductible which the **Insured** shall become legally obligated to pay because of a **Claim** for a **Pollution Condition** first made against the **Insured** and reported in writing to the Underwriters during the **Policy Period**; or within the Extended Reporting Period, if applicable; and/or
2. **Cleanup Costs**, in excess of the Deductible, because of a **Pollution Condition** first discovered by the **Insured** and reported in writing to the Underwriters during the **Policy Period**; or within the Extended Reporting Period, if applicable;

provided that, such **Pollution Condition**:

- a. first commenced on or after the Retroactive Date, if any, set forth in Item 6.(a) of the Declarations and before the Inception Date stated in Item 2. of the Declarations; and
- b. is on, at, under or migrated from a **Covered Location**.

C. Transportation Pollution Liability Coverage

To pay on behalf of the **Insured**:

Cleanup Costs, Damages and Claims Expenses, in excess of the Deductible, which the **Insured** shall become legally obligated to pay because of a **Claim** for a **Pollution Condition** first made against the **Insured** and reported in writing to the Underwriters during the **Policy Period**, or within the Extended Reporting Period, if applicable, wholly occurring during and resulting solely from **Transportation**; provided that such **Pollution Condition** first commenced on or after the Retroactive Date set forth in Item 6.(b) of the Declarations and before the end of the **Policy Period**.

This Insuring Clause shall not be utilized to evidence financial responsibility of any **Insured** under any federal, state, provincial or local law.

D. Non-Owned Location Pollution Liability Coverage

To pay on behalf of the **Insured**:

Cleanup Costs, Damages and Claims Expenses, in excess of the Deductible, which the **Insured** shall become legally obligated to pay because of a **Claim** for a **Pollution Condition** first made against the **Insured** and reported in writing to the Underwriters during the **Policy Period**, or within the Extended Reporting Period, if applicable, provided that such **Pollution Condition**:

1. first commenced on or after the Retroactive Date stated in Item 6.(c) of the Declarations and before the end of the **Policy Period**; and
2. is on, at, under or migrated from a **Non-Owned Location**.

E. Crisis and Reputation Management Expenses Coverage

To pay the **Named Insured Crisis Management Expenses** and/or **Reputation Management Expenses** in excess of the Deductible because of a **Pollution Condition** that is on, at, under or migrated from a **Covered Location** that:

1. is the subject of material adverse regional or national news media coverage for the **Named Insured**;
2. results in **Cleanup Costs** and/or **Damages** for a **Pollution Condition** that is reported to the Underwriters and covered under Insuring Clause I.A or I.B of the Policy; and
3. the **Crisis Management Expenses** and/or **Reputation Management Expenses** are reported, in writing, to the Underwriters during the **Policy Period** and within seventy-two (72) hours after the **Named Insured** incurs or assumes **Reputation Management Expenses** and/or **Crisis Management Expenses** during the **Policy Period**.

In the event that **Crisis Management Expenses** and/or **Reputation Management Expenses** are caused by a **Pollution Condition** and some other cause(s), the Underwriters shall only provide coverage for that portion of **Crisis Management Expenses** and/or **Reputation Management Expenses** caused solely by the **Pollution Condition**.

F. Business Interruption Costs Coverage

To pay the **Named Insured Business Interruption Costs** caused directly by a **Pollution Condition** on, at or under a **Covered Location**, provided that:

1. such **Pollution Condition** results in **Cleanup Costs** covered under Insuring Clause I.A or I.B of this Policy; and
2. the **Business Interruption Costs** are reported, in writing, to the Underwriters during the **Policy Period**.

In the event that **Business Interruption Costs** are caused by a **Pollution Condition** and some other cause(s), the Underwriters shall only provide coverage for that portion of **Business Interruption Costs** caused solely by the **Pollution Condition**.

II. SUPPLEMENTARY PAYMENTS

Supplementary Payments made under this Clause are not subject to the Deductible set forth in Item 4. of the Declarations and are payable by the Underwriters in addition to the Limits of Liability as set forth in Clause VII.

Defendants Reimbursement

Upon the Underwriters' request, the **Insured** shall attend mediation meetings, arbitration proceedings, hearings, depositions and trials relative to the defense of a **Claim**. Beginning on the fourth day of attendance, the Underwriters shall reimburse the **Insured**, upon written request, for actual loss of earnings and reasonable expenses that result from such attendance. The maximum aggregate amount that the Underwriters shall reimburse is \$500 total per day for all **Insureds**, subject to a maximum aggregate amount of \$10,000 for each **Claim**.

III. DEFINITIONS

Wherever used in this Policy in bold face type, the following definitions shall apply.

- A. **"Application"** means all signed applications, including all attachments and other materials submitted therewith or incorporated therein, and any other such documents submitted prior to the date the Policy, or as applicable, a post binding **Covered Location**, was bound, in connection with the underwriting of this Policy, including any endorsement or other part thereof, or any other policy issued by the Underwriters, of which this Policy is a renewal, replacement or which it succeeds in time.
- B. **"Bodily Injury"** means physical injury, sickness or disease, including death resulting therefrom, and any accompanying mental anguish, emotional distress or shock sustained by any person.
- C. **"Business Interruption Costs"** means the sum of the following:
1. the **Named Insured's** net income, which is calculated as net profit, if any, that would have been earned before taxes (or if there is a net loss before taxes, the net loss is deducted);
 2. the **Named Insured's** continuing normal operating expenses incurred excluding payroll not deducted in 1. above;
 3. **Extra Expense**; and
 4. **Rental Value**
- due to the reasonable and necessary suspension of the **Named Insured's** business operations during the **Period of Restoration** at a **Covered Location**. These sums will be reduced to the extent that the **Named Insured** can resume business operations, in whole or in part, at the **Covered Location**, or by making use of other location(s).
- Business Interruption Costs** shall not include any costs associated with: 1) costs incurred as a result of unfavorable business conditions, 2) loss of market or any other consequential loss, 3) costs associated with crisis management or reputational damage, 4) revoked or modified licenses, permits or, similar types of authorizations from a governmental agency, 5) legal costs or legal expenses, or 6) any costs associated with preventing any **Pollution Condition**.
- D. **"Cargo"** means waste, materials, goods or products transported by automobile, aircraft, watercraft or rolling stock for delivery by a **Named Insured**, or a third party carrier on the **Named Insured's** behalf, provided that the **Named Insured** or third party carrier is properly licensed to transport such waste, materials, goods or products.
- E. **"Claim"** means:
1. a written demand received by an **Insured** for money or services or alleging liability or responsibility, including, but not limited to, the service of suit or institution of arbitration proceedings; or
 2. a court or government agency order or government or regulatory action filed against the **Insured**.

F. **"Claims Expenses"** means:

1. reasonable and necessary fees charged by an attorney designated or consented to by the Underwriters, such consent not to be unreasonably withheld or delayed;
2. all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim** arising in connection therewith, if incurred by the Underwriters, or by the **Insured** with the prior written consent of the Underwriters, such consent not to be unreasonably withheld or delayed; and
3. premiums for appeal bonds for judgments or bonds to release property used to secure a legal obligation, if required for a **Claim** against any **Insured** for a **Pollution Condition** to which this Insurance applies, provided, however, that the Underwriters shall have no obligation to appeal the underlying judgment or to obtain such bonds.

Except as set forth in Clause II., **Claims Expenses** do not include any goods supplied or services performed by the staff or salaried employees of the **Insured** in connection with the investigation, adjustment, defense or appeal of a **Claim** noticed under this Insurance or in connection with the investigation or remediation of a **Pollution Condition**.

G. **"Cleanup Costs"** means:

1. reasonable and necessary costs, charges and expenses incurred (if by an **Insured**, then only with the prior written consent of the Underwriters, such consent not to be unreasonably withheld or delayed) in the investigation, assessment, removal, disposal, containment, treatment, remediation (including the associated testing and monitoring) or neutralization of a **Pollution Condition**, to the extent required by **Environmental Laws**, required by a **Licensed Site Professional** or required to satisfy the **Insured's** obligations under a federal or state voluntary cleanup program, or with respect to **Microbial Matter**, methamphetamines or other chemicals associated with methamphetamine laboratories, and legionella pneumophilia, reasonable and necessary costs, charges and expenses required by **Indoor Air Quality Clean-Up Standards**;
2. payments for civil fines, civil penalties, punitive damages, exemplary damages or any damages which are a multiple of compensatory damages, to the extent insurable by law, but only in connection with a **Claim** for **Cleanup Costs** covered under subparagraph 1. above;
3. reasonable and necessary fees charged by an attorney designated or consented to by the Underwriters, such consent not to be unreasonably withheld or delayed, incurred in connection with any such **Cleanup Costs**;
4. reasonable and necessary **Restoration Costs**; and
5. reasonable and necessary expenses incurred to respond to an imminent and substantial endangerment to the public health or welfare or to the environment because of a **Pollution Condition**; provided that, the **Named Insured** shall forward written notice to the Underwriters of any action taken and expense incurred pursuant to this section as soon as practicable, but in no event later than seventy-two (72) hours after any such **Cleanup Costs** have been incurred or assumed.

H. **“Covered Location”** means any location specified in Item 9. of the Declarations or in a Covered Location Endorsement attached to this Policy.

I. **“Crisis Management Expenses”** means the following reasonable fees, costs, charges and expenses of a qualified and licensed crisis management firm incurred by the **Named Insured** during a **Period of Crisis** for:

1. medical expenses;
2. funeral expenses;
3. psychological counseling;
4. travel expenses;
5. temporary living expenses; and
6. security expenses;

Crisis Management Expenses do not include **Reputation Management Expenses, Damages, Cleanup Costs, Business Interruption Costs** or any **Claims Expenses**.

J. **“Damages”** means a monetary judgment, award or settlement of compensatory damages, including any pre-judgment and/or post-judgment interest thereon, incurred for **Property Damage** and/or **Bodily Injury**, including any required medical monitoring when accompanied by such **Bodily Injury**.

The term **Damages** shall not include or mean:

1. taxes or loss of tax benefits;
2. criminal fines, sanctions or criminal penalties assessed against the **Insured**;
3. civil fines, civil penalties punitive damages, exemplary damages or any damages which are a multiple of compensatory damages assessed against the **Insured**, unless insurable by law and assessed in connection with a **Claim** for **Property Damage** and/or **Bodily Injury**;
4. liquidated damages;
5. any amounts for which the **Insured** is not liable, or for which there is no legal recourse against the **Insured**;
6. matters deemed uninsurable under the law pursuant to which this Policy is construed; or
7. goods supplied or services performed by the staff or salaried employees of the **Insured** in connection with the investigation, adjustment, defense or appeal of any **Claim** noticed under this Insurance or in connection with the investigation or remediation of a **Pollution Condition**, without the prior written consent of the Underwriters and in accordance with Clause II.

K. **“Engineering Controls”** means physical modifications to a **Covered Location** to reduce or eliminate the potential for exposure to **Pollution Conditions**.

L. **“Environmental Laws”** means any federal, state, provincial or local laws, including but not limited to statutes, rules, regulations, ordinances, guidance documents, and governmental, judicial or administrative orders and directives that are applicable to **Pollution Conditions** to which this Insurance applies.

M. “**Extra Expense**” means the reasonable and necessary expenses incurred by the **Named Insured**, over and above the **Named Insured**’s continuing normal operating expenses, during the **Period of Restoration**, that the **Named Insured** would not have incurred had there been no suspension of business operations, provided that the expenses are incurred to avoid or minimize the suspension of business and to continue business operations:

1. at the **Covered Location**, or
2. at replacement or temporary location(s), including:
 - i. relocation expenses; and
 - ii. cost to equip and operate the replacement or temporary location(s).

Extra Expense shall be reduced by any salvage value of property obtained for temporary use during the **Period of Restoration** that remains after resumption of normal business operations. **Extra Expense** shall not include any amounts associated with: 1) costs, fees or expenses incurred as a result of unfavorable business conditions, 2) loss of market or any other consequential loss, 3) crisis management or reputational damage, 4) revoked or modified licenses, permits or, similar types of authorizations from a governmental agency, 5) legal and accounting costs, fees or expenses, including but not limited to any such amounts incurred in connection with defending or pursuing any litigation or in preparation for any litigation, 6) interest, including but not limited to the interest on money borrowed to finance any construction; 7) taxes, including but not limited to realty taxes and other, similar assessments; 8) advertising and promotional costs, fees or expenses; and 9) commissions and any other costs, fees or expenses resulting from the renegotiation of leases; 10) costs arising from any delay, lost opportunity, or additional overhead incurred by the contractor, 11) architect, engineering, design and consultant costs, fees and expenses and/or 12) preventing any **Pollution Condition**. Subject to the terms and conditions of this Policy, the Underwriters will pay no more for **Extra Expense** than the percentage shown below multiplied by the Limit of Liability stated in Item 3(a) of the Declarations. If the **Period of Restoration** is:

1. 30 days or less, the percentage applied to the Limit of Liability shall be 40%.
2. 31-60 days, the percentage applied to the Limit of Liability shall be 80%.
3. 61 days or more, the percentage applied to the Limit of Liability shall be 100%.

N. “**First Named Insured**” means the person or entity specified in Item 1. of the Declarations.

O. “**Indoor Air Quality Clean-Up Standards**” means standards for the investigation and remediation of **Microbial Matter**, methamphetamines or other chemicals associated with methamphetamine laboratories, and legionella pneumophilia, imposed by a federal, state, local or provincial governmental authority pursuant to a law or regulation governing the investigation and remediation of **Microbial Matter**, methamphetamines or other chemicals associated with methamphetamine laboratories and/or legionella pneumophilia. If no standards have been imposed by such authority, then the standards for investigation and remediation shall be those necessary to protect human health at the **Covered Location** which shall be determined as follows:

1. With respect to **Microbial Matter**, methamphetamines or other chemicals associated with methamphetamine laboratories, by a Certified Industrial

Hygienist, or similarly qualified health and safety professional, retained with the prior written consent of the Underwriters and experienced in performing investigation and remediation of **Microbial Matter**, methamphetamines or other chemicals associated with methamphetamine laboratories.

2. With respect to legionella pneumophilia, to the extent required in writing by the Centers for Disease Control or local health department.

The applicable standards shall be those which applied to the use of the **Covered Location** identified by the **Insured** in the statements and information contained in the **Application** submitted to the Underwriters prior to the date the Policy is bound, or prior to adding such locations as a **Covered Location** specified in Item 9 of the Declarations.

P. **"Insured"** means:

1. the **Named Insured**;
2. any other entity added as an additional **Insured** by Endorsement to the policy;
3. a present or former director or officer, or, in the case of a limited liability company, a member or manager of the **Named Insured**, but only with respect to the performance of his or her duties as such on behalf of the **Named Insured**;
4. a present or former employee of the **Named Insured**, but only for work done while acting within the scope of his or her employment and related to the conduct of the **Named Insured's** business;
5. a present or former principal if the **Named Insured** is a sole proprietorship, or a partner if the **Named Insured** is a partnership, but only with respect to the performance of his or her duties as such on behalf of the **Named Insured**; and
6. the estate, heirs, executors, administrators, assigns and legal representatives of any **Insured** in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be entitled to coverage under this Insurance.

Q. **"Institutional Controls"** means legal and administrative restrictions on the use of or access to a **Covered Location**, which are designed to reduce or eliminate the potential for exposure to **Pollution Conditions**.

R. **"Licensed Site Professional"** means a licensed environmental scientist or engineer that is in good standing with, and acting under the authority of federal, state, provincial or local laws for the purpose of addressing **Pollution Conditions** at a **Covered Location**.

S. **"Material Change in Use"** means any change in use or operations at a **Covered Location** from the use or operations identified by the **Insured**:

1. in the **Application** submitted to the Underwriters prior to the date the Policy was bound, or
2. prior to adding such location as a **Covered Location** specified in Item 9. of the Declarations

that materially increases the likelihood or severity of a **Pollution Condition**, or results in the imposition of more stringent remediation standards than those applicable to the **Covered Location** as of the date the Policy was bound or the date the **Covered Location** was added to the Policy, whichever is later.

- T. **“Microbial Matter”** means fungi, mold or mildew.
- U. **“Named Insured”** means:
1. the **First Named Insured**;
 2. any other entity added as an additional **Named Insured** by endorsement to the policy; and
 3. any corporations, partnerships, companies or other entities which, at the Inception Date of the Policy, or for such time during the **Policy Period**, the **First Named Insured** has at least 50% ownership interest, but solely with respect to liability arising out of the ownership, operation, maintenance or use of a **Covered Location**.
- V. **“Natural Resource Damage”** means physical injury to, or destruction of, and the resulting loss of use and loss of value (and the cost for assessment and replacement as a result of such injury, destruction or loss required by law to restore the natural resources to their baseline conditions as they existed immediately prior to the **Pollution Condition**) of land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801 et. seq.), any state, local or provincial government, any foreign government, any Native American Tribe or if such resources are subject to a trust restriction on alienation, any member of a Native American Tribe.
- W. **“Non-Owned Location”** means any location in the United States, its territories or possessions, which is not managed, operated, owned or leased by any **Insured** or an affiliate of any **Insured** and is used by an **Insured**:
1. for the storage, warehousing or distribution of goods or products owned by an **Insured** and which originate from a **Covered Location**, or
 2. for the treatment, storage or disposal of waste or materials generated at a **Covered Location**, provided that such location:
 - a. is properly permitted and/or licensed by the applicable federal, state, local or provincial authorities to accept such waste or materials as of the date the waste or materials are treated, stored or disposed of at such location; and
 - b. is not listed on a proposed or final Federal National Priorities List and/or any state or provincial equivalent National Priority List, Superfund or Hazardous Waste List prior to the treatment, storage or disposal of the waste or material at such location; and
 - c. is not owned or operated by a bankrupt or financially insolvent entity as of the date the waste or materials are treated, stored or disposed of at such location.

- X. **“Period of Restoration”** means the period of time that begins after the Deductible Period set forth in Item 4.(b) of the Declarations and ends with the earliest of:
1. the date the **Named Insured** may reasonably resume its normal business operations at the **Covered Location**;
 2. the date the **Named Insured** should have resumed its normal business operations at the **Covered Location** had it used reasonable skill, speed, and effort to do so;
 3. the date the **Named Insured** may reasonably resume its normal business operations at a new location; or
 4. when the number of days shown in Item 3.(e) **Period of Restoration** Sublimit have elapsed.

The **Period of Restoration** does not include any delay in time caused by the interference by a **Named Insured** with restoring the property or with the resumption or continuation of business operations. The expiration date of this Policy will not reduce the **Period of Restoration**, nor shall the Extended Reporting Period extend it.

- Y. **“Policy Period”** means the period of time between the Inception Date stated in Item 2. of the Declarations and earlier of the Expiration Date stated in Item 2. of the Declarations, or any termination, expiration or cancellation of this Insurance, if applicable, and specifically excludes any Extended Reporting Period or any prior policy period or renewal period.

- Z. **“Pollution Condition”** means the

1. actual or alleged discharge, dispersal, release, escape, migration, seepage, or illicit abandonment on or after the Inception Date shown in Item 2. of the Declarations, by a third party without an **Insured’s** consent,

of any solid, liquid, gaseous or thermal irritant, contaminant or pollutant, including but not limited to, smoke, vapors, soot, fumes, acids, alkalis, chemicals, toxic or hazardous substances, waste materials, including medical infectious and pathological waste, low-level radioactive waste and material into or upon land or structures thereupon, the atmosphere or any watercourse, body of water or groundwater, in concentrations or amounts in excess of those naturally occurring or present in the environment, which results in **Bodily Injury, Property Damage** or **Cleanup Costs** to which this Insurance applies; and
2. presence of legionella pneumophilia, methamphetamines or other chemicals associated with methamphetamine laboratories, and **Microbial Matter** on, at or within any structures or buildings on or at the **Covered Location**;

Pollution Condition does not include any exposure to infected humans or animals, or contact with bodily fluids or infected humans or animals.

- AA. **“Property Damage”** means:

1. physical injury to or destruction of any tangible property, including the loss of use thereof;
2. loss of use of tangible property that has not been physically injured or destroyed;

3. diminished value of property owned by third parties, but only where there is physical injury to or destruction of such tangible property; or
4. **Natural Resource Damage.**

Property Damage does not include **Cleanup Costs**.

- BB. **“Rental Value”** means the loss of any anticipated rental income the **Named Insured** would have earned during the **Period of Restoration** by renting all or a portion of the **Covered Location(s)** to a third party not owned by, affiliated with, or connected in any way to any **Named Insured**, less any rental income the **Named Insured** actually earned or could have earned during the **Period of Restoration** by renting all or a portion of the **Covered Location(s)** or by making use of other property. **Rental Value** does not apply to any loss included in subparagraphs (1)-(3) of the definition of **Business Interruption Costs**.
- CC. **“Reputation Management Expenses”** means reasonable fees, costs, charges and expenses of, or at the direction of, a qualified public relations firm incurred by the **Named Insured** during a **Period of Crisis** to mitigate material adverse effects upon the **Named Insured’s** reputation and to maintain and/or restore public confidence in the **Named Insured**, including but not limited to amounts for advising, printing, advertising, mailing of materials, or travel by the **Named Insured’s** directors, officers, employees, or agents, or the public relations firm to the extent incurred at the direction of the public relations firm. **Reputation Management Expenses** do not include **Crisis Management Expenses, Damages, Cleanup Costs, Business Interruption Costs** or any **Claim Expenses**.
- DD. **“Restoration Costs”** means costs incurred by an **Insured**, in order to restore, repair or replace real or personal property to substantially the same condition it was in prior to being damaged during the course of investigating, assessing, removing, disposing, containing, treating, remediating or neutralizing a covered **Pollution Condition**. Such costs shall not exceed the actual cash value of such real or personal property immediately prior to such damage, or include costs associated with improvements or betterments. Actual cash value shall be calculated by taking the cost to replace such real or personal property, immediately prior to such damage, minus the accumulated depreciation of the real or personal property.
- EE. **Period of Crisis** means the period of time that begins on the date that a **Pollution Condition** covered under Insuring Clause I.A. or I.B. of this Policy results in material adverse regional or national news media coverage for the **Named Insured** and ends the earlier of the date: (1) the Underwriters, in their sole discretion, determine that there is no reasonable basis that the **Pollution Condition** has or will continue to result in material adverse regional or national news media coverage against the **Named Insured**; or (2) when the applicable Sublimits of Liability set forth in Item 3(d) of the Declarations have been exhausted.
- FF. **“Responsible Insured”** means:
1. any director, officer, principal, partner, or, in the case of a limited liability company, member or manager of the **Named Insured**;
 2. any manager or supervisor of the **Named Insured** responsible for environmental health and safety affairs, control or compliance;
 3. any insurance manager or any member of the risk management or legal department of the **Named Insured**; and/or

4. any manager of a **Covered Location**.

GG. “**Transportation**” means the movement of **Cargo** to or from (i) a **Covered Location**, and/or (ii) any location qualifying as a **Non-Owned Location** under Clause III, **DEFINITION X.1**, only, and includes the loading and unloading of **Cargo** onto or from an automobile, aircraft, watercraft or rolling stock provided that the loading and unloading is performed by or on behalf of the **Insured**. **Transportation** does not include **Cargo** that has been unloaded from the automobile, aircraft, watercraft or rolling stock transporting it.

HH. “**Underground Storage Tank**” means any stationary container or vessel, including the associated piping and ancillary equipment connected thereto, which is:

1. ten percent (10%) or more beneath the surface of the ground;
2. constructed primarily of non-earth materials; and
3. designated to contain any substance.

IV. DEFENSE, SETTLEMENT AND INVESTIGATION

A. The Underwriters shall have the right and duty to defend, subject to the Limit of Liability, exclusions and other terms and conditions of this Policy, any **Claim** against the **Insured** seeking **Cleanup Costs** and/or **Damages** to which this Insurance applies, even if any of the allegations of the **Claim** are groundless, false or fraudulent.

B. The Underwriters shall have the right to make any investigation they deem necessary, including, without limitation, any investigation with respect to the **Application**, statements made in the **Application** and with respect to coverage.

C. If the **Insured** refuses to consent to any settlement or compromise of a **Claim** recommended by the Underwriters and acceptable to the claimant, the Underwriters’ liability associated with such **Claim** shall not exceed the amount for which the **Claim** could have been settled, less the remaining Deductible, plus the **Claims Expenses** incurred up to the time of such refusal, or the applicable Limit of Liability, whichever is less, and the Underwriters shall have the right to withdraw from the further defense of the **Claim** by tendering control of the defense to the **Insured**.

D. The Underwriters shall not be obligated to pay any **Cleanup Costs, Damages, Claims Expenses, Business Interruption Costs, Crisis Management Expenses** or **Reputation Management Expenses** or to undertake or continue defense of any suit or proceeding after the applicable Limit of Liability has been exhausted by payment of **Cleanup Costs, Damages, Claims Expenses, Business Interruption Costs, Crisis Management Expenses** and/or **Reputation Management Expenses**.

E. If an **Insured** and the Underwriters jointly agree to utilize mediation as a means to resolve a **Claim** made against the **Insured**, and if such **Claim** is resolved as a direct result of the mediation, the applicable Each **Pollution Condition** deductible shall be reduced by 50% subject to a maximum reduction of \$50,000. Mediation means a formal alternative dispute resolution process involving a neutral third party.

V. TERRITORY

Subject to Clause III.W., this Policy applies to any **Claim** made and any **Pollution Condition** arising anywhere in the world where permitted by applicable law.

VI. EXCLUSIONS

The coverage under this Insurance does not apply to any amounts:

A. **Intentional Acts**

arising out of or resulting from any actual or alleged **Pollution Condition** that results from a **Responsible Insured's** intentional disregard of, or wilful, deliberate, or dishonest non-compliance with, any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, order or instruction by or on behalf of any governmental agency or representative.

B. **Prior Knowledge**

arising out of or resulting from any actual or alleged **Pollution Condition** existing prior to the Inception Date stated in Item 2. of the Declarations, or the date on which a post binding **Covered Location** was added by Endorsement, if applicable, and known by a **Responsible Insured**, except to the extent specifically disclosed in the **Application** for this Policy or specifically disclosed in a document listed on a Disclosed Document Endorsement scheduled to this Policy. Any **Pollution Condition** disclosed and not otherwise excluded under this Policy or by endorsement shall be deemed to have been first discovered as of the date the **Covered Location** was added to this Policy.

C. **Insured Versus Insured**

arising out of or resulting from a **Claim** made by or on behalf of any **Insured** against any other person or entity who is also an **Insured**. This exclusion does not apply to:

1. any **Claim** involving a **Named Insured** and any other person or entity who is also an **Insured**, in which the underlying action is initiated by a third party who is not an **Insured**, such as an action for contribution or cross claim; or
2. any **Claim** that arises out of an indemnification given by one **Insured** to another **Insured** as specified in a contract approved by the Underwriters and identified on a Schedule of Insured Contracts Endorsement attached to this Policy.

D. **Assumption of Contractual Liability of Others**

arising out of or resulting from the liability of others assumed by the **Insured** under any contract or agreement either oral or written, including any hold harmless or indemnity agreements, except to the extent:

1. the **Insured** would have been liable in the absence of such contract or agreement; or
2. provided under contracts approved by the Underwriters and identified on a Schedule of Insured Contracts Endorsement attached to this Policy.

E. **Asbestos / Lead**

arising out of or resulting from asbestos or lead; provided, that this exclusion does not apply to:

1. any **Claim** for **Damages**, except for **Natural Resource Damages**, and **Claims Expenses** arising therefrom, under Insuring Clause I.A. or I.B. of this Policy;

2. Insuring Clause I.A. or I.B. of this Policy to the extent of asbestos or lead, or any materials containing asbestos or lead, in soil or in any surface water or in groundwater; or
3. Insuring Clause I.C. or I.D. of this Policy.

F. Employers Liability and Workers Compensation

arising out of or resulting from:

1. **Bodily Injury** to any employee of any **Insured** arising out of and in the course of:
 - a. employment by an **Insured**; or
 - b. performing duties related to the conduct of an **Insured's** business; or
2. **Bodily Injury** to any spouse (or person living together as spouse), child, parent, brother, sister or dependent of the employee as a consequence of 1. above; or
3. any **Insured's** employment obligations, decisions, practices or policies as an employer; or
4. any obligation for which the **Insured** or its insurance carrier(s) may be liable under any workers compensation, unemployment compensation or disability benefits law or similar law.

G. Products Liability

arising out of or resulting from any goods or products designed, manufactured, sold, handled, distributed, installed, altered or repaired, including any container thereof, any failure to warn, or any reliance upon a representation or warranty made at any time with respect thereto, by (i) the **Insured**, (ii) others trading under the **Insured's** name; or (iii) a person or organization whose business or assets an **Insured** has acquired.

This exclusion only applies to the extent the **Pollution Condition** took place away from a **Covered Location** and after physical possession of such goods or products has been relinquished by the **Insured** to others.

This exclusion shall not apply to **Non-Owned Locations** under subparagraph X.1. provided that the **Insured** has retained uninterrupted ownership of such goods or products, or to Insuring Clause I.C. of this Policy.

H. Property Damage to an Insured's Property

arising out of or resulting from, any **Property Damage** to any property owned, leased or operated by, or in the care, custody or control of an **Insured**, even if such **Property Damage** is incurred to avoid or mitigate **Damages, Cleanup Costs, Business Interruption Costs, Crisis Management Expenses** or **Reputation Management Expenses**, to which this Insurance applies.

I. New Pollution Conditions at Divested Property

arising out of or resulting from a **Pollution Condition** on, at, under or migrating from a **Covered Location**, where such **Pollution Condition** first commences after such **Covered Location** was sold, given away or abandoned by the **Insured** or condemned during the **Policy Period**.

J. **Aircraft, Auto or Watercraft**

arising out of or resulting from the ownership, operation, maintenance, use, loading and unloading, or entrustment to others of any aircraft, automobile or watercraft beyond the boundaries of a **Covered Location**.

This exclusion shall not apply to Insuring Clause I.C. of this Policy.

K. **Material Change In Use**

arising out of or resulting from a **Material Change In Use**.

L. **Failure to Maintain Institutional Controls or Engineering Controls**

arising out of or resulting from:

1. the failure to monitor, maintain or enforce the **Institutional Controls** or **Engineering Controls** for a **Covered Location**; or
2. costs associated with implementing, designing, installing, operating, monitoring, maintaining or enforcing the existing **Institutional Controls** or **Engineering Controls** in place on or before the Inception Date stated in Item 2. of the Declarations.

M. **Underground Storage Tank**

arising out of or resulting from the existence of any **Underground Storage Tank** at a **Covered Location**. This exclusion shall not apply to:

1. an **Underground Storage Tank** at a **Covered Location** that is closed, abandoned in place or removed prior to the Inception Date stated in Item 2. of the Declarations, in accordance with all applicable federal, state, local or provincial regulations in effect at the time of closure, abandonment or removal;
2. an **Underground Storage Tank** identified and described in a Schedule of Underground Storage Tank Endorsement attached to the Policy;
3. an **Underground Storage Tank** at a **Covered Location**, the existence of which is not known to any **Responsible Insured** as of the Inception Date stated in Item 2. of the Declarations or the date on which a post binding **Covered Location** was added by Endorsement, if applicable;
4. a flow-through process tank, including oil/water separators and/or septic tanks at a **Covered Location**; or
5. a storage tank situated in a man-made underground area (such as a basement, cellar, mine shaft or tunnel) at a **Covered Location** if the storage tank is situated upon or above the surface of the floor.

VII. **LIMIT OF LIABILITY**

- A. The Each **Pollution Condition** Limit of Liability stated in Item 3.(a) of the Declarations is the limit of the Underwriters' liability for all covered amounts arising out of any single **Pollution Condition**, except as set forth in Paragraph G. below.

- B. The Aggregate Limit of Liability for the **Policy Period** stated in Item 3.(b) of the Declarations is the Underwriters' total Limit of Liability for all covered amounts arising out of all **Pollution Conditions** covered by this Policy, except as set forth in Paragraph F. below.
- C. The Limit of Liability available to pay **Damages, Cleanup Costs, Business Interruption Costs, Crisis Management Expenses** and **Reputation Management Expenses** shall be reduced and may be completely exhausted by payment of **Claims Expenses**. **Cleanup Costs, Damages, Claims Expenses Business Interruption Costs, Crisis Management Expenses** and **Reputation Management Expenses** shall be applied against the applicable Deductible.
- D. Neither the inclusion of more than one **Insured** under this Policy, nor the making of **Claims** by more than one person or entity shall increase the applicable Limit of Liability.
- E. The **Crisis and Reputation Management Expenses Coverage** Aggregate **Pollution Condition** Sublimit stated in Item 3.(d) of the Declarations, if any, is the limit of the Underwriters' liability for all **Crisis Management Expenses** and/or **Reputation Management Expenses** under the Policy.

The Sublimit of Liability stated in Item 3.(d) is part of, reduces and is subject to the Limit of Liability stated in Item 3.(a) and (b) of the Declarations.

If the remaining Limit of Liability stated in Item 3.(a) and (b) is less than the applicable Sublimit of Liability, the remaining Each **Pollution Condition** Limit or Aggregate for the **Policy Period** Limit is the most that will be available for payment of coverage provided under the Policy subject to the Sublimit of Liability.

- F. The Limit of Liability for the Extended Reporting Period shall be part of, and not be in addition to, the Limit of Liability of the Underwriters for the **Policy Period**.
- G. The Additional **Claims Expenses** Limit of Liability stated in Item 3.(c) of the Declarations, if any, is separate and in addition to the Each **Pollution Condition** Limit of Liability.

Payments of **Claims Expenses** by Underwriters shall first reduce the Additional **Claims Expenses** Limit of Liability in Item 3.(c) of the Declarations, if applicable. If the Additional **Claims Expenses** Limit of Liability is fully eroded, then any additional payments of **Claims Expenses** shall reduce the applicable Each **Pollution Condition** and Aggregate Limits of Liability. The Underwriter's total liability for all **Pollution Conditions** under this Policy, inclusive of **Claims Expenses**, shall not exceed the sum of the aggregate limit amounts shown in in Items 3.(b) and 3.(c) of the Declarations.

VIII. RELATED POLLUTION CONDITIONS

- A. The same, continuous repeated or related **Pollution Conditions** shall be considered a single **Pollution Condition**, irrespective of the number of claimants or **Insureds** involved in the **Claim** or the number of **Claims** made, subject to the Limit of Liability applicable in the Policy Period when the first such **Pollution Condition** was reported to the Underwriters.
- B. If an **Insured**:
 - 1. first discovered a **Pollution Condition** during the policy period of a policy issued by the Underwriters prior to the Inception Date stated in Item 2. of the

Declarations, and reported it to the Underwriters in accordance with the terms of that prior policy; and/or

2. reported a **Claim** to the Underwriters during the policy period of a policy issued by the Underwriters prior to the Inception Date stated in Item 2. of the Declarations, in accordance with the terms of that prior policy,

and this Policy provides coverage on substantially the same basis as such prior policy, then all of the same, continuous repeated or related **Pollution Conditions**, and/or all **Claims** arising from the same, continuous, repeated or related **Pollution Conditions**, shall be subject only to the applicable Limits of Liability under the first such policy issued by the Underwriters.

IX. DEDUCTIBLE

- A. Except with respect to Insuring Clause I.F., the Deductible stated in Item 4.(a) of the Declarations applies separately to each **Pollution Condition** and one Deductible shall apply to all coverage under the Policy arising from the same, continuous, repeated or related **Pollution Conditions**.

The **First Named Insured** shall satisfy the Deductible by payment of amounts covered by this Policy to third parties designated by the Underwriters, with Underwriters' prior written consent (not to be unreasonably withheld). Payments of any amounts not covered by this Policy or without Underwriters' prior written consent shall not satisfy the applicable Deductible. Payments made by any **Insured** in satisfaction of deductible obligations under any other insurance shall not satisfy the applicable Deductible under this Policy.

- B. With respect to Insuring Clause I.F, the Deductible stated in Item 4.(b) of the Declarations applies separately to each **Pollution Condition** with respect to all **Business Interruption Costs** covered under the Policy arising from the same, continuous, repeated or related **Pollution Conditions**.
- C. Full payment of the Deductible is a condition precedent to the payment by the Underwriters of any amounts under the Policy. Underwriters shall be liable only for the amounts in excess of the Deductible, subject to the Underwriters total liability not exceeding the applicable Limits of Liability. The Deductible amount does not reduce the Limit of Liability.

X. NOTICE OF CLAIM AND DISCOVERY OF POLLUTION CONDITION

- A. With respect to Insuring Clauses I.A.1., I.B.1., I.C. and I.D., if any **Claim** is made against an **Insured**, the **Insured** shall forward written notice as soon as practicable to the Underwriters but in no event shall such notice be provided after the expiration of the **Policy Period** or the time allowed, if applicable, under Section XI. Notice shall be forwarded via facsimile, email or express or certified mail to the persons identified in Item 8.(a) of the Declarations. Such notice should include a copy of every demand, notice, summons or other process received by the **Insured** or the **Insured's** representative.
- B. With respect to Insuring Clauses I.A.2. and I.B.2., the **Insured** shall forward written notice to the Underwriters as soon as practicable after a **Responsible Insured** becomes aware of any **Pollution Condition**, but in no event shall such notice be provided after the expiration of the **Policy Period** or the time allowed, if applicable, under section XI. Notice shall be forwarded via facsimile, email or express or certified mail to the persons identified in Item 8.(a) of the Declarations. Notice shall include, at a minimum, information

sufficient to identify the **Insured**, the **Covered Location** affected, the names of persons with knowledge of the **Pollution Condition**, and all known and reasonably obtainable information regarding the time, place, cause, nature of and other circumstances of the **Pollution Condition**, and any resulting injuries or damages and remedial steps proposed to be undertaken by the **Insured**.

- C. With respect to Insuring Clause I.E., the **Named Insured** shall forward written notice to the Underwriters of any action taken and expenses incurred as soon as practicable, but in no event later than seventy-two (72) hours after the **Named Insured** incurs or assumes **Reputation Management Expenses** and/or **Crisis Management Expenses**. The **Underwriters** reserve the right in their sole discretion after the first seventy-two (72) hours following the commencement of the **Pollution Condition** to determine (1) if the **Pollution Condition** has or will result in material adverse regional or national news media coverage against the **Named Insured**, or (2) the reasonable type and scope of services, and rates and charges associated with **Crisis Management Expenses** and/or **Reputation Management Expenses** and thereafter the **Named Insured** shall not incur or assume any further or additional **Crisis Management Expenses** and/or **Reputation Management Expenses** without the written consent of the Underwriters.

Written notice of a **Pollution Condition** that gives rise to **Reputation Management Expenses** and/or **Crisis Management Expenses** shall be forwarded via facsimile, email or express or certified mail to the persons identified in Item 8.(a) of the Declarations. Such notice should include:

1. a description of the **Pollution Condition**;
2. the **Named Insured's** basis for a good faith opinion of material adverse regional or national news media coverage;
3. reasonably obtainable and available information regarding any **Claim** or requests for **Cleanup Costs**; and
4. a description of any **Crisis Management Expenses** and/or **Reputation Management Expenses** incurred or planned to be incurred including identification of service providers.

Any payment under Insuring Clause I.E. shall not determine or waive any of the Underwriters' rights or obligations or create a duty to defend any **Claim** or to pay any **Cleanup Costs** under any other provision of the Policy; nor shall it waive the **Insured's** obligations to provide notice of **Claim** and/or discovery of **Pollution Condition** under the Policy as set forth in Clause X.A or X.B. of the Policy.

- D. With respect to Insuring Clause I.F., the **Named Insured** shall forward written notice to the Underwriters as soon as practicable after the **Named Insured** becomes aware of any **Business Interruption Costs** loss but in no event shall such notice be provided after the expiration of the **Policy Period**. Notice shall be forwarded via facsimile, email or express or certified mail to the persons identified in Item 8.(a) of the Declarations.

Notice shall include, at a minimum, information sufficient to identify the **Named Insured**, the **Covered Location** affected, the **Pollution Condition** covered under Insuring Clause I.A or I.B associated with the **Business Interruption Costs**, the type and amount of **Business Interruption Costs**, and all known and reasonably obtainable information regarding the time, place, cause, nature and itemization of and other circumstances of the **Business Interruption Costs**.

- E. A **Claim** or **Pollution Condition** shall be considered to be reported to the Underwriters when written notice is first received by any of the recipients identified in Item 8.(a) of the Declarations.

XI. EXTENDED REPORTING PERIOD

A. Automatic Extended Reporting Period

1. If this Policy is cancelled or non-renewed by the Underwriters or by the **First Named Insured**, then the **First Named Insured** shall have the right to an Automatic Extended Reporting Period, commencing on the last day of the **Policy Period**, with respect to:
 - a. any **Claim** first made against any **Insured** during the **Policy Period** and reported in writing to the Underwriters during the ninety (90) day Automatic Extended Reporting Period, and otherwise covered by this Policy;
 - b. any **Claim** first made against any **Insured** during the ninety (90) day Automatic Extended Reporting Period, resulting from a **Pollution Condition** first discovered and reported in writing to the Underwriters during the **Policy Period**, and otherwise covered by this Policy;
 - c. any **Pollution Condition** first discovered by any **Insured** during the **Policy Period** and reported in writing to the Underwriters during the Automatic Extended Reporting Period, and otherwise covered by this Policy.

The above Automatic Extended Reporting Period shall not apply if the Policy is canceled by the Underwriters due to fraud or non-payment of premium, or if the **Insured** has purchased other insurance to replace the insurance provided under this Policy.

B. Optional Extended Reporting Period

1. If this Policy is cancelled or non-renewed by the Underwriters or by the **First Named Insured**, then the **First Named Insured** shall have the right, upon payment of an additional premium calculated at that percentage shown in Item 7.(a) of the Declarations of the total premium for this Policy, to an Optional Extended Reporting Period with respect to any **Claim** first made against any **Insured** and reported during the period of time set forth in Item 7.(b) of the Declarations following the end of the **Policy Period**, but only with respect to any **Pollution Condition** first discovered and reported in writing to the Underwriters during the **Policy Period**, which is otherwise covered by this Policy.
2. If the Optional Extended Reporting Period is purchased, the ninety (90) day Automatic Extended Reporting Period referred to in Clause XI.A. above shall form part of, and not be in addition to the Optional Extended Reporting Period.
3. As a condition precedent to the right to purchase the Optional Extended Reporting Period, the total premium for this Policy must have been paid and that cancellation by the Underwriters, if applicable, was not due to fraud. The right to purchase such extension of coverage shall terminate unless written notice together with full payment of the premium for such extension of coverage is given to the Underwriters within sixty (60) days after the effective date of cancellation or non-renewal. If such notice and premium payment is not so given to the Underwriters, there shall be no right to purchase such extension of coverage.

4. In the event of the purchase of the Optional Extended Reporting Period, the entire premium for the Optional Extension Period shall be deemed earned at its commencement.
5. The exercise of the Optional Extended Reporting Period shall not in any way increase the Limits of Liability set forth in Item 3. of the Declarations.
6. The offer of renewal terms, conditions or premiums different from those in effect prior to renewal shall not constitute a refusal to renew for purposes of this Clause XI.

XII. REPRESENTATIONS

By acceptance of this Policy, all **Insureds** agree that the statements contained in the **Application** are their agreements and representations, that such statements shall be deemed material to the risk assumed by the Underwriters, and that this Policy is issued in reliance upon the truth thereof.

This entire Policy shall be void if, whether before or after a **Claim** or **Pollution Condition** is first reported to the Underwriters, any **Insured** has concealed or misrepresented any fact or circumstance material to the granting of coverage under this Policy.

XIII. OTHER INSURANCE

- A. Except as set forth in Clause XIII.C and D. below, this Insurance is primary, and the Underwriters' obligations are not affected unless any other insurance is also primary. In that case, the Underwriters will share with all such other insurance by the method described in Clause XIII.C. below.
- B. When this Insurance is excess, the Underwriters will pay only its share of the amounts covered under the Policy, if any, that exceeds the total amount of such other insurance.
- C. When both this Insurance and other insurance apply to amounts covered under the Policy on the same basis, whether primary or excess, the Underwriters shall not be liable under this Policy for a greater proportion of any amounts covered by this Policy than the amount resulting from the following contribution methods, whichever is lesser:
 1. contribution by equal shares where each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the amounts covered by this Policy remains, whichever occurs first; or
 2. contribution by limits where each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.
- D. Solely with respect to a **Pollution Condition** due to **Microbial Matter** Legionella pneumophila and/or methamphetamines, this insurance is excess of any other valid and collectable insurance. The Underwriters will pay only its share of the amounts covered by this Policy, if any, that exceeds the total amount of such other valid and collectible insurance. Where other insurance may be available for amounts covered by this Policy as noted above, the **Insured** shall promptly, upon request, provide the Underwriters with copies of all such policies.

XIV. ASSIGNMENT

This Policy may be assigned by the **First Named Insured** with the prior written consent of the Underwriters, which shall not be unreasonably withheld or delayed. Assignment of the Policy shall not be effective until such assignment is endorsed to the Policy. Notwithstanding the foregoing, if an **Insured** shall die or be adjudged incompetent, such insurance shall cover that **Insured's** legal representative to the extent that the **Insured** would be covered by this Policy.

XV. CANCELLATION

This Insurance may be cancelled by the **First Named Insured** by surrender of this Policy to the Underwriters or by mailing to the Underwriters written notice stating when thereafter cancellation shall be effective.

This Insurance may be cancelled by the Underwriters by mailing the **First Named Insured** at the address set forth in Item 1. of the Declarations, a notice stating when thereafter such cancellation shall be effective. The Underwriters may only cancel this Insurance for the following reasons:

1. fraud on the part of the **Named Insured** in the **Application**; or
2. any **Insured's** material failure to comply with the terms, conditions or contractual obligations under this Policy, including the failure to pay any premium or Deductible when due, however, the **Insured** shall have the ability, within the first sixty (60) days (ten (10) days for failure to pay any premium when due) of the ninety (90) day notice period, to cure such failure to comply with the material terms, conditions or contractual obligations under this Policy to the satisfaction of the Underwriters.

The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice either by the **Named Insured** or by the Underwriters shall be the equivalent of mailing. Notice of pending cancellation will be provided not less than: (a) ninety (90) days prior to the effective date of cancellation for any **Insured's** failure to comply with the terms, conditions or contractual obligations under this Policy including failure to pay the Deductible when due; (b) thirty (30) days prior to the effective date of cancellation for fraud; or (c) ten (10) days prior to the effective date of cancellation for non-payment of premium.

If the Underwriters cancel, subject to any minimum earned premium that may apply, the return premium will be calculated on a pro rata basis. If the **First Named Insured** cancels, subject to any minimum earned premium that may apply, the return premium will be calculated in accordance with the customary short rate table and procedure.

XVI. ASSISTANCE AND COOPERATION OF THE INSURED

The **Insured** shall cooperate with the Underwriters and provide all reasonable assistance in the investigation and defense of any **Claim**, **Pollution Condition**, the **Application**, **Business Interruption Cost**, **Crisis Management Expense**, **Reputation Management Expense**, and any other matters relating to coverage under this Policy.

The **Insured** shall execute or cause to be executed all papers and render all assistance as is reasonably requested by the Underwriters and related to the defense of any **Claim**, the cleanup of any **Pollution Condition**, **Business Interruption Cost**, **Crisis Management Expense** and **Reputation Management Expense**. The Underwriters may require that the **Insured** submit to examination under oath, attend hearings, depositions and trials and assist in securing and giving evidence and obtaining the attendance of witnesses in connection with the defense of any **Claim**, cleanup of **Pollution Condition**, **Business Interruption Cost**, **Crisis Management Expense** and **Reputation Management Expense**. In the course of investigation or defense of any **Claim**,

the Underwriters may require written statements or the **Insured's** attendance at meetings with the Underwriters.

Upon the Underwriters request, the **Insured** shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured** because of any **Pollution Condition** covered under this Policy.

The **Insured** shall not admit liability, enter into any settlement, stipulate to any judgment or award or dispose of any **Claim**, or, except as provided in Clause I.E. and/or III.G.5, make any payment, assume any obligations, incur any expense (including, but not limited to, any **Claims Expenses** or **Cleanup Costs**), without the written consent of the Underwriters, such consent not to be unreasonably withheld or delayed. Except as provided for in Clause II., expenses incurred by the **Insured** in assisting and cooperating with the Underwriters, as described above, do not constitute **Claims Expenses** and are not reimbursable under this Policy.

XVII. ACTION AGAINST THE UNDERWRITERS

No action shall lie against the Underwriters unless the **Insured** shall have fully complied with all of the terms of this Policy, nor until the amount of the **Insured's** obligation to pay shall have been fully and finally determined either by judgment against them or by written agreement between them, the claimant and the Underwriters. Nothing contained herein shall give any person or organization any right to join the Underwriters as a party to any **Claim** against the **Insured** to determine their liability, nor shall the Underwriters be impleaded by the **Insureds** or their legal representative in any **Claim**.

XVIII. SUBROGATION

In the event of any payment under this Insurance, the Underwriters shall be subrogated to all the **Insureds'** rights of recovery therefore against any person or organization, and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice such rights. Any recoveries shall be applied first to subrogation expenses, second to the **Named Insured** to the extent of any payments in excess of the Limit of Liability, third to amounts covered by this Policy and paid by the Underwriters, and fourth to the Deductible. Any additional amounts recovered shall be paid to the **Named Insured**.

XIX. ENTIRE AGREEMENT

By acceptance of this Policy, all **Insureds** agree that this Policy embodies all agreements existing between them and the Underwriters relating to this Insurance. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or estop the Underwriters from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by written endorsement issued to form a part of this Policy, signed by the Underwriters.

XX. VALUATION AND CURRENCY

All premiums, limits, deductibles, and any amounts covered by this Policy are expressed and payable in the currency of the United States. If judgment is rendered, settlement is denominated, or another element of **Damages** under this Policy is stated in a currency other than United States dollars or if any other amounts covered by this Policy are paid in a currency other than United States dollars, payment under this Policy shall be made in United States dollars at the rate of exchange published in the *Wall Street Journal* on the date on which a relevant final judgment becomes incapable of appeal or payment of the settlement or other element of **Damages** is due or the date such other amounts covered by this Policy are paid.

XXI. BANKRUPTCY

Bankruptcy or insolvency of the **Insured** shall not relieve the Underwriters of its obligations nor deprive the Underwriters of its rights or defenses under this Policy.

XXII. AUTHORIZATION

By acceptance of this Policy, the **Insureds** agree that the **Named Insured** will act on their behalf with respect to the giving and receiving of any notice provided for in this Policy, the payment of premiums and the receipt of any return premiums that may become due under this Policy, and the agreement to and acceptance of endorsements.

XXIII. RIGHT OF ACCESS AND INSPECTION

The **Named Insured** agrees to provide the Underwriters with access to any information developed or discovered by an **Insured** concerning a **Claim, Pollution Condition, Business Interruption Costs, Crisis Management Expenses or Reputation Management Expenses** to which this Insurance applies, whether or not deemed by an **Insured** to be relevant and to provide the Underwriters with access to interview any **Insured** and review any documents of an **Insured**. Further, to the extent that an **Insured** has such rights, any of the Underwriters representatives shall have the right and opportunity but not the obligation to inspect at any reasonable time, during the **Policy Period** or thereafter, a **Covered Location** associated with a **Claim, Pollution Condition, Business Interruption Costs, Crisis Management Expenses, or Reputation Management Expenses** reported to the Underwriters. Neither the Underwriters nor its representatives shall assume any responsibility or duty to the **Insured** or to any other person or entity, by reason of such right of inspection. Neither the Underwriters right to make inspections, sample and monitor, nor the actual undertaking thereof nor any report thereon shall constitute an undertaking on behalf of the **Insured** or others, to determine or warrant that the property or operations are safe, healthful or conform to acceptable engineering practices or are in compliance with any law, rule or regulation. The **Named Insured** agrees to provide appropriate personnel to assist the Underwriters' representatives during any inspection.

XXIV. HEADINGS

The descriptions in the headings and subheadings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

XXV. SERVICE OF SUIT

It is agreed that in the event of the failure of the Underwriters to pay any amount claimed to be due under this Insurance, the Underwriters, at the request of the **Insured**, will submit to the jurisdiction of any court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of the Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon Underwriters representative, designated in Item 11. of the Declarations, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The Underwriters' representative designated in Item 11. of the Declarations is authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the **Insured** to give a written undertaking to the **Insured** that they will enter a general appearance upon Underwriters behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Underwriters designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his or her successor in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the **Insured** or any beneficiary hereunder arising out of this contract of Insurance, and hereby designate the Underwriters representative, designated in Item 11. of the Declarations, as the person to whom the said officer is authorized to mail such process or a true copy thereof.

XXVI. CHOICE OF LAW

Any disputes involving this Policy shall be resolved applying the law designated in Item 12. of the Declarations.

XXVII. SOLE AGENT

The **First Named Insured** shall act on behalf of all **Insureds** for all purposes, including but not limited to the payment of Deductible amounts, payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, giving and receiving notice of cancellation or nonrenewal and the exercise of the rights stated in Clause XI.

XXVIII. SANCTION LIMITATIONS

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any **Claim** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, law or regulations of the European Union, United Kingdom or United States of America.

XXIX. SEVERABILITY OF INTEREST

Except with respect to the Limit of Liability, Clause XII. and any rights and duties assigned in this Policy to the **First Named Insured**, this Insurance applies as if each **Insured** were the only **Insured** and separately to each **Insured** against whom a **Claim** is made.