#### AMENDMENT TO CONTRACT Unit Price Landscape Installation & Maintenance Services Bid No. 16-290 City of Lincoln, Lancaster County and City of Lincoln-Lancaster County Public Building Commission Renewal Mr. Yards and More LLC

This Amendment is hereby entered into by and Mr. Yards and More LLC, 8729 Remi Drive, Lincoln, NE 68526 (hereinafter "Contractor") and the City of Lincoln, Lancaster County and the City of Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of amending the Contract dated March 2, 2017 executed under City Resolution No. 90256, and County Contract C-17-0038, dated February 7, 2017, and executed by the City of Lincoln-Lancaster County Public Building Commission, on February 14, 2017, for Unit Price – Landscape Installation & Maintenance Services, Bid No. 16-290, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is March 1, 2017 through February 28, 2019, with the option to renew for two (2) additional two (2) year terms upon written mutual consent by all parties; and

WHEREAS, the parties hereby renew the Contract for an additional two (2) year term beginning March 1, 2019 through February 28, 2021; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed \$200,000.00 for contracts without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed \$15,000.00 for contracts without approval by the Lancaster County Board; and

WHEREAS, the expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$15,000.00 for contracts without approval by the Public Building Commission; and

WHEREAS, the parties hereby amend the contract to replace Paragraph No. 9 of the Contract with the following language:

<u>OWNER INCLUSION</u>. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, and the Lincoln-Lancaster County Public Building Commission. Whenever a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") in the Contract, which includes the instructions to bidders, specifications, insurance requirements, bonds, terms and conditions, or any other documents which are a part of the Contract, it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County, and the Lincoln-Lancaster County Public Building Commission. Notwithstanding the foregoing, the duties and obligations of the City of Lincoln, Lancaster County Public Building Commission, and the Lincoln-Lancaster County of Lincoln, Lancaster County Public Building Commission, and the Lincoln-Lancaster County of Lincoln, Lancaster County of Lincoln, Lancaster County of the Owners, and the Contract shall be treated as divisible and severable duties and obligations, and default by any one of the Owners shall not be attributed to any other of the Owners, but shall remain the sole obligation of the defaulting entity.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Resolution 90256 and County Contract C-17-0038, all amendments thereto, and as stated herein, the parties agree as follows:

1) The parties hereby renew the Contract for an additional two (2) year term beginning March 1, 2019 through February 28, 2021.

- 2) The expenditures for the City of Lincoln for the term of this renewal shall not exceed \$200,000.00 for contracts without approval by the City of Lincoln.
- 3) The expenditures for Lancaster County for the term of this renewal shall not exceed \$15,000.00 for contracts without approval by the Lancaster County Board.
- 4) The expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$15,000.00 for contracts without approval by the Public Building Commission.
- 5) The parties hereby amend the contract to replace Paragraph No. 9 of the Contract with the following language: <u>OWNER INCLUSION</u>. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, and the Lincoln-Lancaster County Public Building Commission. Whenever a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") in the Contract, which includes the instructions to bidders, specifications, insurance requirements, bonds, terms and conditions, or any other documents which are a part of the Contract, it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County, and the Lincoln-Lancaster County Public Building Commission. Notwithstanding the foregoing, the duties and obligations of the City of Lincoln, Lancaster County, and the Lincoln-Lancaster County Public Building Commission. Notwithstanding the foregoing, the duties and obligations, and default by any one of the Owners shall not be attributed to any other of the Owners, but shall remain the sole obligation of the defaulting entity.
- 6) All other terms of the Contract, not in conflict with this Amendment, shall remain in force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment upon completion of signatures on:

Vendor Signature Page City of Lincoln Signature Page Lancaster County Signature Page City of Lincoln-Lancaster County Public Building Commission Signature Page

#### AMENDMENT TO CONTRACT Unit Price Landscape Installation & Maintenance Services Bid No. 16-290 City of Lincoln, Lancaster County and City of Lincoln-Lancaster County Public Building Commission Renewal Mr. Yards and More LLC

## Please sign, date and return within 5 days of receipt.

Mail to: City/County Purchasing Attn: Lori Irons 440 So. 8th St., Ste. 200 Lincoln, NE 68508 Or email to: LLIrons@lincoln.ne.gov

Company Name:	Mr Yards and More LLC					
By: (Please Sign)	125					
By: (Please Print)	Dennis Stephens					
Title:	Owner					
Company Address:	8729 Remi Dr					
Company Phone & Fax:	402-217-3160					
E-Mail Address:	dstephens75@gmail.com					
Date:	1/31/2019					
Contact Person for Orders or	Dennis Stephens 402-217-3160					
Service	Erik Wintermute 402-326-6768					
Contact Phone Number:	See above					

## **City of Lincoln Signature Page**

#### AMENDMENT TO CONTRACT Unit Price Landscape Installation & Maintenance Services Bid No. 16-290 City of Lincoln, Lancaster County and City of Lincoln-Lancaster County Public Building Commission Renewal Mr. Yards and More LLC

## **EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Chris Beutler, Mayor

Approved by Executive Order No.\_\_\_\_\_

dated

## Lancaster County Signature Page

#### AMENDMENT TO CONTRACT Unit Price Landscape Installation & Maintenance Services Bid No. 16-290 City of Lincoln, Lancaster County and City of Lincoln-Lancaster County Public Building Commission Renewal Mr. Yards and More LLC

## **EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

The Board of County Commissioners of Lancaster, Nebraska

Deputy Lancaster County Attorney

dated \_\_\_\_\_

## City of Lincoln-Lancaster County Public Building Commission Signature Page

#### AMENDMENT TO CONTRACT Unit Price Landscape Installation & Maintenance Services Bid No. 16-290 City of Lincoln, Lancaster County and City of Lincoln-Lancaster County Public Building Commission Renewal Mr. Yards and More LLC

## EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated \_\_\_\_\_

							MR	YAR-1		OP ID: SCBE	
Ą		EF	RTI	FICATE OF LIA	BIL	ITY INS	URANC	CE		(MM/DD/YYYY) /25/2019	
CI	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.										
lf	IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).										
	DUCER Cashland Kirby Ins Agency	_	402	2-466-2800	CONTAC NAME: PHONE	CT DAVE KI	RBY	EAV	400.4		
8231 Linc	I Northwoods Dr, Ste A oln, NE 68505 E KIRBY				(A/C, No E-MAIL ADDRES	, Ext): <b>+0∠-</b> +0	00-2800	FAX (A/C, No	, <u>):</u> 402-40	66-3229	
						INS RA: United				NAIC # 13021	
INSU	RED Mr Yards and More LLC				INSURE						
	8729 Remi Dr Lincoln, NE 68526				INSURE	RC:					
					INSURE						
					INSURE						
	VERAGES CER		CATE	ENUMBER:	INSORE	<u></u>		REVISION NUMBER:		<u> </u>	
TI	HIS IS TO CERTIFY THAT THE POLICIES	OF I	NSU	RANCE LISTED BELOW HAV			THE INSURE	D NAMED ABOVE FOR	THE POI		
C	IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	PERT	AIN, CIES.	THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE	ED BY	THE POLICIE	S DESCRIBED PAID CLAIMS.				
						POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LI	VIITS	4 000 000	
A	X COMMERCIAL GENERAL LIABILITY	Y		60489204		01/27/2019	01/27/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$\$\$	1,000,000 100,000	
		•						MED EXP (Any one person)	\$	5,000	
								PERSONAL & ADV INJURY	\$	1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000 2,000,000	
								PRODUCTS - COMP/OP AG	G \$	2,000,000	
A				1				COMBINED SINGLE LIMIT (Ea accident)	\$\$	1,000,000	
	ANY AUTO	Y		60489204		01/27/2019	01/27/2020	BODILY INJURY (Per person			
	OWNED AUTOS ONLY X SCHEDULED AUTOS							BODILY INJURY (Per accide	nt) \$		
	AUTOS ONLY AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$		
A	X UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$\$\$\$\$	3,000,000	
	EXCESS LIAB CLAIMS-MADE			60489204		01/27/2019	01/27/2020	AGGREGATE	\$	3,000,000	
	DED RETENTION \$								\$		
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		Y	60489204		01/27/2019	01/27/2020	PER OTH STATUTE ER		500,000	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N / A	T	00403204		01/21/2013	0112112020	E.L. EACH ACCIDENT	\$	500,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOY E.L. DISEASE - POLICY LIM		500,000	
A	Property Section			60489204		01/27/2019	01/27/2020				
							l				
	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC						e space is requir	eaj			
Coi	unty Public Building Commission	are	liste	ed as additionally insur	red						
	RTIFICATE HOLDER				CAN	CELLATION			·		
					 еµ/			ESCRIBED POLICIES BE			
	City of Lincoln and/or				THE	E EXPIRATIO	N DATE TH	EREOF, NOTICE WILL			
	Lancaster County					JURDANCE W	TH THE POLIC	CY PROVISIONS.			
	Public Building Commiss	sion			AUTHO	RIZED REPRESE					
	555 S. 10th St Lincoln, NE 68508				DA	WAL Kitay					
						V					

ACORD 25 (2016/03)

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ADDISON INSURANCE COMPANY

PO Box 73909, Cedar Rapids, IA 52407

0305

POLICY NUMBER: 60489204

ACCOUNT NUMBER: 3000310226 (2) WORKER: 9-AGENCY BILL -	COMPENSATION WORKERS COMPENSATION COVERAGE PART									
	189204 DECLARATIONS RENEWAL EXTENSION									
1.NAMED MR YARDS AND MORE LLC	AGENCY & CODE 050063									
INSURED	MCCASHLAND-KIRBY INS AGCY									
AND	8231 NORTHWOODS DR STE A									
ADDRESS 8729 REMI DR	OZSI NORIHWOODS DR SIE A									
LINCOLN NE 68526-1	D28 LINCOLN NE 68505									
	D28         LINCOLN NE         68505           2019         TO:         01-27-2020         68505									
<b>2. POLICY</b> <b>PERIOD:</b> 12:01 A.M. Standard time										
	And for successive policy periods as stated below.									
we will renew this policy if you pay the required renewal premium for each succes us prior to the end of the current policy period or elsethis policy will terminate af considered navment	nd compliance with all applicable policy provisions. If we elect to continue this insurance, sive policyperiod, subject to our premiums, rules and forms then in effect. You must pay ter any statutorily required notices are mailed to you. An insufficient funds check is not									
INFORM.	ATION PAGE									
FEDERAL EMPLOYER'S IDENTIFICATION	NUMBER: 27-2353895									
INTRASTATE RISK IDENTIFICATION NUM	BER: 26-0372300									
THE INSURED IS A LIMITED LIABILITY	COMPANY									
	3A. WORKERS COMPENSATION INSURANCE: PART ONE OF THE POLICY APPLIES TO THE WORKERS COMPENSATION LAW OF THE STATES LISTED HERE: NEBRASKA									
3B. EMPLOYERS LIABILITY INSURANCE: PART TWO OF THE POLICY APPLIES TO WORK IN EACH STATE LISTED IN ITEM 3A. THE LIMITS OF OUR LIABILITY UNDER PART TWO ARE:										
BODILY INJURY BY ACCIDENT \$ 500,000 EACH ACCIDENT										
BODILY INJURY BY DISEASE \$ 500,000 POLICY LIMIT										
BODILY INJURY BY DISEASE \$ 500,000 EACH EMPLOYEE										
3C. OTHER STATES INSURANCE: PART THREE OF THE POLICY APPLIES TO ALL STATES EXCEPT ARIZONA, CONNECTICUT, DELAWARE, FLORIDA, GEORGIA, HAWAII, IDAHO, MAINE, MASSACHUSETTS, NEW HAMPSHIRE, NORTH CAROLINA, NORTH DAKOTA, OHIO, RHODE ISLAND, VERMONT, VIRGINIA, WASHINGTON, WEST VIRGINIA, WYOMING, AND STATES DESIGNATED IN ITEM 3A,AND PUERTO RICO.										
CONTINUED ON WC-25										
3D. Premium Charge Forms Advance Premium	Premium Charge Forms Advance Premium									
SEE UW7002	Auvance Premium									
3D. Other Forms SEE UW7002										
AMEND REASON:										
PREMIUM FOR THIS COVERAGE PART \$4,844										
Endorsement Adjustment Premium \$										
This Declarations Page supersedes and replaces any preceding declarations page bearing the same policy number for this policy	X									
declarations page bearing the same policy number for this policy period.	(COUNTERSIGNED BY AUTHORIZED REPRESENTATIVE)									
	· · · · · · · · · · · · · · · · · · ·									

WC-2 (05-95)

01-27-2019

POLICY NUMBER:

60489204

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY SUPPLEMENTAL DECLARATIONS

CITY OF LINCOLN &/OR LANCASTER COUNTY NE LOC# 01 9520 N 1ST ST LINCOLN, NE 68531-8923 0042 LAWN MAINTENANCE-COMMERCIAL OR DOMESTIC & DRIVERS NE LOC# 01 DEPT# 01 CITY OF LINCOLN &/OR LANCASTER 9520 N 1ST ST LINCOLN, NE 68531-8923 0042 LAWN MAINTENANCE-COMMERCIAL OR DOMESTIC & DRIVERS 0930 ADDITIONAL PREMIUM- WAIVER OF SUBROGATION 10 NE - 9807 EMPLOYERS LIABILITY INCREASED LIMITS .008 3 NE - 9848 BALANCE TO MIN PREM-EMP LIAB INCR LIN SNE - 9898 EXPERIENCE MODIFICATION .010 NE - 9740 TERRORISM .012 NE - 9741 CATASTROPHE OTHER THAN TERRORISM .018 1 NE - 0900 EXPENSE CONSTANT		Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
NE LOC# 01         9520 N 1ST ST         LINCOLN, NE 68531-8923         0042 LAWN MAINTENANCE-COMMERCIAL OR DOMESTIC         & DRIVERS         NE LOC# 01 DEPT# 01         CITY OF LINCOLN &/OR LANCASTER         9520 N 1ST ST         LINCOLN, NE 68531-8923         0042 LAWN MAINTENANCE-COMMERCIAL OR DOMESTIC         9520 N 1ST ST         LINCOLN, NE 68531-8923         0042 LAWN MAINTENANCE-COMMERCIAL OR DOMESTIC         0930 ADDITIONAL PREMIUM- WAIVER OF SUBROGATION         NE - 9807 EMPLOYERS LIABILITY INCREASED LIMITS         NE - 9808 EXPERIENCE MODIFICATION         NE - 9898 EXPERIENCE MODIFICATION         NE - 9740 TERRORISM         NE - 9741 CATASTROPHE OTHER THAN TERRORISM         NE - 9000 EXPENSE CONSTANT	4. THE PREMIUM FOR THIS POLICY WILL BE DETERMINED B CLASSIFICATIONS, RATES AND RATING PLANS. ALL INF			
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& DRIVERS 0930 ADDITIONAL PREMIUM- WAIVER OF SUBROGATION10NE - 9807 EMPLOYERS LIABILITY INCREASED LIMITS.0083NE - 9848 BALANCE TO MIN PREM-EMP LIAB INCR LIM3NE - 9898 EXPERIENCE MODIFICATION.960-19NE - 9740 TERRORISM.010NE - 9741 CATASTROPHE OTHER THAN TERRORISM.0181NE - 0900 EXPENSE CONSTANT16	9520 N IST ST	)		
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NE - 9741 CATASTROPHE OTHER THAN TERRORISM .018 1 NE - 0900 EXPENSE CONSTANT 16	NE - 9898 EXPERIENCE MODIFICATION		.960	-195
NE - 0900 EXPENSE CONSTANT 16	NE - 9740 TERRORISM		.010	3
	NE - 9741 CATASTROPHE OTHER THAN TERRORISM		.018	10
NE – MINIMUM PREMIUM \$750	NE - 0900 EXPENSE CONSTANT			160
	NE - MINIMUM PREMIUM \$750			

WC-2S (01 95)

POLICY NUMBER:

60489204

#### FORMS SUPPLEMENTAL DECLARATIONS

The following coverage form(s) govern coverage that is not limited to any specific state even though they are specifically listed in only one state in the declarations. Other Forms Applicable to the state of Nebraska ST1025WC (04-92) WORK COMP & EMPLOYERS LIAB INSURANCE POLICY \*ST1034WC(05-07) A FEW MINUTES NOW CAN SAVE YOU MONEY \*ST1644(01-12) \*UW1590(05-17) POLICY WEBSITE STUFFER WORK COMP-PREMIUM CREDIT APPLICATION WC000000C(01-15) WORK COMP & EMPLOYERS LIAB INS POLICY WC000313 (04-84) WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS END \*WC000414(07-90) NOTIFICATION OF CHG IN OWNERSHIP END WC000419(01-01)PREMIUM DUE DATE END WC000421D(01-15) CATASTROPHE (OTHER THAN TERRORISM) PREMIUM END WC000422B(01-15) TERRORISM RISK INS PROGRAM REAUTHORIZATION ACT WC000424 (01-17) AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT EXPERIENCE RATING MOD FACTOR REVISION END \*WC000425(05-17) \*WC2(05-95) WORK COMP DEC \*WC2S(01-95) WORK COMP SUPPLEMENTAL DEC WC260402(01-95) NE-CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT WC260403 (05-17) NE-EXPERIENCE RATING MOD FACTOR REVISION END WC260601C(07-96) NE-CANCEL & NONRENEW END

### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on

at 12:01 A.M. standard time, forms a part of (DATE)

Policy No. of the

issued to

Premium \$

Authorized Representative

(NAME OF INSURANCE COMPANY)

WC 00 03 13 (4-84)

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

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

Schedule

ADDISON INSURANCE COMPANY

PO Box 73909, Cedar Rapids, IA 52407

**POLICY NUMBER:** 60489204

0305

ACCOUNT NUMBER: 3000310226 (2) COMMERCI 9-AGENCY BILL - COMMERCI	AL GENERAL LIABILITY CIAL GENERAL LIABILITY COVERAGE PART
	9204 DECLARATIONS RENEWAL EXTENSION
NAMED MR YARDS AND MORE LLC	AGENCY & CODE 050063
INSURED	MCCASHLAND-KIRBY INS AGCY
AND	8231 NORTHWOODS DR STE A
ADDRESS 8729 REMI DR	
LINCOLN NE 68526-102	8 LINCOLN NE 68505
POLICY 12:01 A.M. Standard time FROM: 01-27-20	
PERIOD: at your mailing address shown above.	And for successive policy periods as stated below.
We will provide the insurance described in this policy in return for the premium insurance, we will renew this policy if you pay the required renewal premium for each	
You must pay us prior to the end of the current policy period or else this policy wi	
funds check is not considered payment.	
LIMITS OF INSURANCE	
GENERAL AGGREGATE LIMIT (Other than Products-Completed Operatio	ns) \$ 2,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 2,000,000
PERSONAL AND ADVERTISING INJURY LIMIT (Any one person or organi	zation) \$ 1,000,000
EACH OCCURRENCE LIMIT	\$ 1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT (Any one premises)	\$ 100,000
MEDICAL EXPENSE LIMIT (Any one person)	\$ 5,000
RETROACTIVE DATE         (CG 00 02 Only) Coverage A of this insurance of occurs before the Retroactive Date, if any, show	does not apply to "bodily injury" or "property damage" which wn here. (enter date or "None" if no Retroactive Date applies)
BUSINESS DESCRIPTION LAWN SERVICE	
FORM OF BUSINESS: Individual Joint Venture Partner	rship Corporation <u>X</u> Other <u>LL COMPANY</u>
Classifications and Locations of All	Rates Advance Premiums
Premises You Own, Rent or Occupy Codes	Premium Basis Pr/CO All Other Pr/CO All Other
NE LOC# 01	
9520 N 1ST ST	
LINCOLN, NE 68531-8923	
LANDSCAPE GARDENING INCL PR/CO	
97047P)	85,000
	INCL 5.522 INCL 469
\$ 500 PER CLAIM	
PROPERTY DAMAGE	
DEDUCTIBLE APPLIES	· •
	200
ULTRA LIABILITY PLUS ENDORSEMENT	300
CONTINUED ON CG7004	
PREMIUM BASIS a) Area c) Total Cost g) Gallons m	n) Admissions p) Payroll s) Gross Sales t) Defined u) Units
DEFINITIONS per 1000 sq ft per \$1000 per 1000	per 1000 per \$1000 per \$1000 Above per unit
Premium Charge Forms Advance Premium	Premium Charge Forms Advance Premium
SEE UW7002	
Other Forms SEE UW7002	
Other Forms SEE UW7002 Amend Reason	
Amend Reason PREMIUM FOR THIS COVERAGE PART \$ 923 Endorsement Adjustment Premium \$	
Amend Reason         PREMIUM FOR THIS COVERAGE PART       \$ 923         Endorsement Adjustment Premium       \$         This Declarations Page supersedes and replaces any preceding	X
Amend Reason         PREMIUM FOR THIS COVERAGE PART       \$ 923         Endorsement Adjustment Premium       \$	X (COUNTERSIGNED BY AUTHORIZED REPRESENTATIVE)

CG 70 01 02 05

01-27-2019

POLICY NUMBER:

60489204

## COMMERCIAL GENERAL LIABILITY SUPPLEMENTAL DECLARATIONS

Classifications and Locations of All Premises You Own, Rent or Occupy	Codes	Premium Basis	Rates Pr/CO All Other	Advance Premiums Pr/CO All Other
INTERNET SECURITY & PRIVACY See UW1792 for Coverage	Information			86
Certified Acts of Terrorism	Coverage			18
CG 70 04 02 05				

#### **POLICY NUMBER:** 60489204

## **COMMERCIAL GENERAL LIABILITY SUPPLEMENTAL DECLARATIONS - ADDITIONAL INSUREDS**

#### Schedule of Additional Insureds

Premium 50

## OWNERS, LESSEES OR CONTRACTORS SCHEDULED PERSON CG7085 -NEBRASKA

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e	Owners,	Lessees	or Co	ntractors	Locat	ion o	f Covered	Operation	
	CITY OF	LINCOLN	&/OR	LANCASTER	555 \$	S loth	ST		
	COUNTY,	PUBLIC	BLDG C	OMMISSION	LINCO	DLN NE	68508		
No.							and the second	NAMES AND TAXABLE AND	

CG 71 54 01 07

**POLICY NUMBER:** 

60489204

#### FORMS SUPPLEMENTAL DECLARATIONS

The following coverage form(s) govern coverage that is not limited to any specific state even though they are specifically listed in only one state in the declarations. Other Forms Applicable to the state of Nebraska COMM GENERAL LIAB COVG FORM CG0001(04-13) EXCL-ACCESS/DISCLOSURE OF CONFIDENTIAL/PERSONAL CG2106(05-14) CG2147(12-07) EMPLOYMENT-RELATED PRACTICES EXCL CG2150(04-13) AMENDMENT OF LIQUOR LIAB EXCLUSION CG2155-(09-99) TOTAL POLLUTION EXCL W/A HOSTILE FIRE EXCEPTION CG2167(12-04) FUNGI/BACTERIA EXCL CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM CG2170(01-15) CONDITIONAL EXCL OF TERRORISM CG2187(01-15) CG2196(03-05) SILICA/SILICA-RELATED DUST EXCL \*CG7001(02-05) COMMERCIAL GENERAL LIABILITY COVERAGE PART COMM GENERAL LIABILITY SUPPLEMENTAL DECLARATIONS \*CG7004(02-05) (CG7085(b2-15))ADDL INSURED-OWNER/LESSEE/CONTRACTOR-SCHEDULED CG7103(07-17)ULTRA LIAB PLUS END PROPERTY DAMAGE DEDUCTIBLE LIABILITY INSURANCE CG7125(02-12) \*CG7154(01-07) COMM GENERAL LIAB SUPPLEMENTAL DECS-ADDL INSUREDS ABUSE/MOLESTATION EXCL CG7155(01-07) IL-0021(07-02) NUCLEAR ENERGY LIAB EXCL END COMMON POLICY CONDITIONS IL0017(11-98) \*IL0259(12-17) NE-CHGS CANCEL & NONRENEW IL7009-(04-91) AMENDATORY END PUNITIVE/EXEMPLARY DAMAGES EXCL EXCL-LEAD-HAZARDOUS PROPERTIES IL7068(01-10) IL7069(01-10) EXCL-UNDERGROUND STORAGE TANKS IL7070(09-12) ABSOLUTE ASBESTOS EXCL INTERNET SECURITY & PRIVACY INS END IL7095(01-14) PRIMARY & NONCONTRIBUTORY-OTHER INSURANCE CONDITIO IL7105(10-14) POLICY WEBSITE STUFFER \*ST1644-(01-12) IMPORTANT NOTICE-INTERNET SECURITY & PRIVACY \*ST1813(10-15) \*ST1882(06-16) NOTICE-LOCATION & PREMISES CLARIFICATION

UW 70 02 04 96

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS-SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person(s) or organization(s) directly arising out of:
  - 1. Your acts or omissions; or
  - 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above. However:

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

A person's or organization's status as an insured under this endorsement ends when your operations for that insured at that location are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

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

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

whichever is less.

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

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ADDISON INSURANCE COMPANY	
PO Box 73909, Cedar Rapids, IA 52407	POLICY NUMBER: 60489204
ACCOUNT NUMBER: 3000310226 (2) COMMERC	CIAL AUTO
9-AGENCY BILL -	COMMERCIAL AUTO COVERAGE PART
	189204 DECLARATIONS RENEWAL EXTENSION
NAMED MR YARDS AND MORE LLC	AGENCY & CODE 050063
	MCCASHLAND-KIRBY INS AGCY
AND	8231 NORTHWOODS DR STE A
° ADDRESS 8729 REMI DR	D28 LINCOLN NE 68505
E         LINCOLN         NE         68526-10           POLICY         And Standard State         FROM: 01-27-2	
PERIOD:	And for successive policy periods as stated below.
We will provide the insurance described in this policy in return for the premiur	m and compliance with all applicable policy provisions .If we elect to continue this
insurance, we will renew this policy if you pay the required renewal premium for ea You must pay us prior to the end of the current policy period or else this policy will	ach successive policy period, subject to our premiums, rules and forms then in effect. terminate after any statutorily required notices are mailed to you. An insufficient funds
check is not considered payment.	
BUSINESS DESCRIPTION: LAWN SERVICE	
FORM OF BUSINESS: Individual Joint Venture Partnersh	hip Corporation X Other LL COMPANY
	GE AND COVERED AUTOS
COVERED AUTOS below.	IUM column below. Each of these coverages will apply only to those "autos" shown as
COVERAGES COVERED AUTO SYMBOLS	LIMIT OF INSURANCE PREMIUM
COVERED AUTO LIABILITY 07	\$1,000,000 3,698
MEDICAL PAYMENTS 07	SEE SUPPLEMENTAL DECLARATIONS 276
UNINSURED MOTORISTS-BI ONLY07	\$1,000,000 430
(INCLUDING UNDERINSURED	
MOTORISTS)	
COMPREHENSIVE 07	SEE SUPPLEMENTAL DECLARATIONS 649
COLLISION 07	SEE SUPPLEMENTAL DECLARATIONS 1,230
MISC. SCHEDULED COVERAGES	SEE SUPPLEMENTAL DECLARATIONS 150
· · · ·	
Premium Charge Forms Advance Premium	Premium Charge Forms Advance Premium
SEE UW7002	
Other Forms SEE UW7002	
AMEND REASON:	
PREMIUM FOR THIS COVERAGE PART \$ 6,433 Endorsement Adjustment Premium \$	
This Declarations Page supersedes and replaces any preceding declarations page bearing the same policy number for this policy	X
declarations page bearing the same policy number for this policy period.	(COUNTERSIGNED BY AUTHORIZED REPRESENTATIVE)
CA 70 41 03 93	

#### COMMERCIAL AUTO COVERAGE PART SCHEDULE OF COVERED AUTOS YOU OWN

Coverage is provided where a premium and a limit of liability are shown for the coverage.

0305

POLICY NUMBER: 60489204

01-27-2019

ITEM THREE												
UNIT NO. YEAR	MAKE		MODEL		VEHICLE I	d NO.		COST NEW	RADIUS (IN MILES)	CLASS	TERRIT	ORY
001 2014	4 CHRYSLE	R	200		1030	CCBAB8	EN209582	25,000		07398	26 1	L O B
COVERAGES:	LIABILITY	PIP/FPB	APIP/AFPB	MED. PAY,	UM	UIM		COLLISIO	N (5)	TOWING	CARC	30
LIMIT	(1)			5,000	(1)	(1)	COMP(3)					
DEDUCTIBLE							500	5	00			
PREMIUM	580			28	91	INC	209	4	06			
PAYEE	AIN FINAN DX 200049 ESAW	CIAL	GA 30			GARAGING LINC			NE 6	8524	TOTAL PREMIU 1,3	
UNIT NO. YEAR	МАКЕ		MODEL		VEHICLE II	D NO.		COST NEW	RADIUS (IN MILES)	CLASS	TERRIT	FORY
002 1991	L DODGE		RAM		1878	HM16YX	MS370358		0100	01489	26 ]	LOB
COVERAGES:	LIABILITY	PIP/FPB	APIP/AFPB	MED. PAY.	UM	UIM		COLLISIO	N (5)	TOWING	CAR	30
LIMIT	(1)			5,000	(1)	(1)						
DEDUCTIBLE												
DEDUCTIBLE PREMIUM	603			55	62	INC						

UNIT NO. YEAR MAKE	MODEL	VEHICLE ID NO.	COST NEW RADIUS (IN MILES	CLASS TERRITORY
003 2002 FORD	F150	lFTRX18L82NA08330	26,115 0100	01489 26 103
COVERAGES: LIABILITY P	IP/FPB APIP/AFPB MED. PAY.	UM UIM	COLLISION (5)	TOWING CARGO
LIMIT (1)	5,000	(1) (1) COMP(3)		
DEDUCTIBLE		500	500	
PREMIUM 603	55	62 INC 112	214	
LOSS ONEMAIN FINANCI PAYEE PO BOX 200049 KENNESAW	IAL AND AFFILIATES GA 30156	GARAGING LOCATION	NE 6	TOTAL PREMIUM 58524 1,046

UNIT NO. YEAR	MAKE	M	DDEL		VEHICLE II	D NO.		COST NEW	RADIUS (IN MILE	S CLASS	TEI	RRITORY
004 2001	DODGE	F	AM		1871	KF23721	J605341		010	0 01489	26	103
COVERAGES:	LIABILITY	PIP/FPB 4	PIP/AFPB	MED. PAY.	UM	UIM		COLLIS	ION (5)	TOWING	c	CARGO
LIMIT	(1)			5,000	(1)	(1)						
DEDUCTIBLE												
PREMIUM	603			55	62	INC						
LOSS												
PAYEE						GARAGING L	OCATION				TOT	'AL Emium
						LINCO	DLN		ΝE	68524		720
FOOTNOTES: (A) GUEST PIP (B) PEDESTRIAN PIP (1) LIMIT STATED IN "ITEM TWO" ON DECLARATIONS PAGE (2) LIMIT STATED IN "ITEM TWO" ON DECLARATIONS PAGE (3) ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS MINUS DEDUCTIBLE SHOWN FOR EACH COVERED AUTO BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING			DÉDU VAND (5) AC DEDU (6) F=I (6) F=I CAUS (7) PE (8) TH	ICTIBLE FOR EAC IALISM ITUAL CASH VAL ICTIBLE SHOWN	CH COVERED UE OR COST FOR EACH C THEFT; FTW	AUTO FOR LOSS DF REPAIR, WH OVERED AUTO =FIRE, THEFT &	CHEVER IS LESS MII S CAUSED BY MISCH ICHEVER IS LESS MII WIND; LSP=LIMITED	EF OR NUS THE SPECIFIED	APIP=ADDE COMP=COM FPB=FIRST PIP=PERSC SA=STATEL SCL=SPECI UIM=UNDEF	TIONS: ED FIRST PARTY E ED PERSONAL INJI /PREHENSIVE PARTY BENEFITS DNAL INJURY PRO D AMOUNT BASIS IFIED CAUSES OF RINSURED MOTORISTS JRED MOTORISTS	JRY PR IECTIOI LOSS IISTS	OTECTION

(9) WAIVER OF COLLISION DEDUCTIBLE

CA 70 39 02 15

# COMMERCIAL AUTO COVERAGE PART

Coverage is provided where a premium and a limit of liability are shown for the coverage.

# SCHEDULE OF COVERED AUTOS YOU OWN

							<u></u>	M INKEE	<u> </u>		
UNIT NO. YEAF	R MAKE		MODEL		VEHICLE I	D NO.		COST NEW	RADIUS (IN MILES)	CLASS	TERRITORY
005 201	3 LOAD	KING	TRAIL	ER	4ZE	SA1410	D1040122	10,000		68489	26 103
COVERAGES:	LIABILITY	PIP/FPB	APIP/AFPB	MED. PAY.		UIM		COLLISIC	ON (5)	TOWING	CARGO
LIMIT	(1)			5,000	(1)	(1)	COMP(3)				
DEDUCTIBLE							500	- 5	500		
PREMIUM	63			INC	INC	INC	56		99		
LOSS PAYEE						garaging LINC			NE 6	8524	TOTAL PREMIUM 218
UNIT NO. YEAR	R MAKE		MODEL		VEHICLE	D NO.		COST NEW	RADIUS (IN MILES)	CLASS	TERRITORY
006 200	5 HOME	MADE	TRAIL	ER	4J6	UT1629	58066064		0100	68489	26 103
COVERAGES: LIMIT	(1)	PIP/FPB	APIP/AFPB	MED. PAY. 5,000	UM (1)	им (1)		COLLISI	ON (5)	TOWING	CARGO
DEDUCTIBLE							······································				
PREMIUM	63			INC	INC	INC					
LOSS PAYEE						GARAGING				[	TOTAL

LINCOLN

PREMIUM NE 68524

63

UNIT NO.	YEAR	MAKE		MODEL		VEHICLE ID N	0.	COST NEW	RADIUS (IN MILES		TERRITORY
007	2002	FORD		F250		l FTNV	V21S92ED65198	28,260	010	0 01489	26 103
COVERA	GES:	LIABILITY	PIP/FPB	APIP/AFPB	MED. PAY.	UM	UIM	COLLISION	1 (5)	TOWING	CARGO
LIMIT		(1)			5,000	(1)	COMP(3)				
							н.				
DEDUCT	IBLE						500	50	00		
PREMIUM	И	603			55	62	112	2.	14		
LOSS										-	
PAYEE						G	ARAGING LOCATION				TOTAL PREMIUM
							LINCOLN		ΝE	68524	1,046

UNIT NO. YEAR MAKE	MODEL	VEHICLE ID NO.	COST NEW RADIU	JS CLASS TERRITORY ES)
008 2011 CHEVROLET	IMPALA	1G1ZC5E1XBF3984	436 22,825	07398 26 103
COVERAGES: LIABILITY PIP/FPB	APIP/AFPB MED. PAY.	UM UIM	COLLISION (5)	TOWING CARGO
LIMIT (1)	5,000	(1) (1) COMP	(3)	
DEDUCTIBLE		Ę	500 500	
PREMIUM 580	28	91 INC 3	L60 297	
LOSS ANDERSON CREDIT CO	ONNECTION			TOTAL
PAYEE 3010 CORNHUSKER H	γX	GARAGING LOCATION		PREMIUM
LINCOLN	NE 68504	LINCOLN	N E	68524 1,156
FOOTNOTES: (A) GUEST PIP (B) PEDESTRIAN PIP (1) LIMIT STATED IN "ITEM TWO" ON DECLARATION (2) LIMIT STATED IN EACH APPLICABLE ENDORSEM (3) ACTUAL CASH VALUE OR COST OF WHICHEVER IS LESS MINUS DEDUCTIBLE SHOW EACH COVERED AUTO BUT NO DEDUCTIBLE APP LOSS CAUSED BY FIRE OR LIGHTNING	DÉDUCTIBLE FOR EACH VANDALISM (5) ACTUAL CASH VALU DEDUCTIBLE SHOWN F (6) F=FIRE; F&T=FIRE & REPAIR, C0) F=FIRE; F&T=FIRE & VN FOR (7) PER DISABI EMENT	E OR COST OF REPAIR, WHICHEVER IS I COVERED AUTO FOR LOSS CAUSED B E OR COST OF REPAIR, WHICHEVER IS OR EACH COVERED AUTO THEFT; FTW=FIRE, THEFT & WIND; LSP: DN DEDLICTIBLE	Y MISCHIEF OR AFPE=ADI APIP=ADC LESS MINUS THE COMP=CC FPB=FIRS =LIMITED SPECIFIED PIP=PERS SA=STATE SCL=SPEC UIM=UND2	ATIONS: DED FIRST PARTY BENEFITS DED PERSONAL INJURY PROTECTION DMPREHENSIVE IT PARTY BENEFITS SONAL INJURY PROTECTION ED AMOUNT BASIS CIFIED CAUSES OF LOSS ERINSURED MOTORISTS SURED MOTORISTS

(8) THEFT INCLUDED (9) WAIVER OF COLLISION DEDUCTIBLE

CA 70 39 02 15

POLICY NUMBER: 60489204

01-27-2019

0305

ITEM THREE

01-27-2019

**POLICY NUMBER:** 60489204

#### SUPPLEMENTAL DECLARATIONS - ADDITIONAL INSUREDS

TIONAL INSURED OR INTEREST ENDORSEMENT		150
Name of Insured	Intere	est
GATEWAY ONE LENDING & FINANCE	07 JEEP #422850	
PO BOX 1013 ATWOOD CA 92811		
	14 CHRYSLER #209582	
PO BOX 1013 ATWOOD CA 92811		
CITY OF LINCOLN		
( 555 S 10TH ST LINCOLN NE 68508 )		

POLICY NUMBER:

60489204

FORMS SUPPLEMENTAL DECLARATIONS

The following coverage form(s) govern coverage that is not limited to any specific state even though they are specifically listed in only one state in the declarations. Other Forms Applicable to the state of Nebraska CA0001(10-13) BUSINESS AUTO COVG FORM NE-CHGS CA0156(10-13) \*CA0221(12-17) NE-CHGS-CANCEL CA0449(11-16) PRIMARY & NONCONTRIBUTORY OTHER INSURANCE CA2170(10-13) NE-UM & UIM COVG \*CA2345(11-16) PUBLIC/LIVERY PASSENGER CONVEYANCE & ON DEMAND DEL SILICA/SILICA-RELATED DUST EXCL FOR COVERED AUTOS CA2394(10-13) \*CA7039(02-15) COMM AUTO COVG PART SCHEDULE OF COVERED AUTOS \*CA7041(03-93) COMM AUTO COVG PART \*CA7116(01-07) CA ADDITIONAL INSURED SUPPLEMENTAL DEC (CA7130(205-10) ADDL INSURED/INTEREST END CA9935(11-13) NE-AUTO MED PAYMENTS COVG CA9944(10-13) LOSS PAYABLE CLAUSE NUCLEAR ENERGY LIAB EXCL IL-0021(07-02) ILOO17(11-98) COMMON POLICY CONDITIONS IL7009-(04-91) AMENDATORY END PUNITIVE/EXEMPLARY DAMAGES EXCL EXCL-LEAD-HAZARDOUS PROPERTIES IL7068(01-10) IL7069(01-10) EXCL-UNDERGROUND STORAGE TANKS IL7070(09-12) ABSOLUTE ASBESTOS EXCL PAYMENT OF LOSSES IL7083(08-10) END FOR MOTOR CARRIER POLICIES OF INSURANCE \*MCS90(04-14) \*ST1166CA(06-16) NE-NOTICE UM/UIM COVG \*ST1644-(01-12) POLICY WEBSITE STUFFER \*ST1882(06-16) NOTICE-LOCATION & PREMISES CLARIFICATION \*ST1915(11-16) ADVISORY NOTICE TO POLICYHOLDERS

UW 70 02 04 96

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### ADDITIONAL INSURED OR INTEREST ENDORSEMENT- PRIMARY COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM

Under Section II LIABILITY COVERAGE, WHO IS AN INSURED is changed to include as an "insured" the person or organization named below. This additional insured endorsement only applies when the person or organization shown below is held liable for the conduct of the "Insured" and then only to the extent of that liability.

Interest:

For any covered "auto" you own this Coverage Form provides primary coverage.

This endorsement does not extend or alter any other condition or limit under this policy.

Name of Person or Organization:

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