

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/07/2021

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

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

	icate holder in lieu of such endors				ioi seiii	ent. A State	inent on th	s certificate does flot co	Jillei i	ignis to the	
PRODUCE	ER .				CONTACT NAME:						
Aon Risl	k Insurance Services West, Inc.				PHONE (A/C, No, Ext): 949.608.6300 (A/C, No):						
Irvine, C	CA Office				(A/C, No, Ext): 949.008.0300 (A/C, No): E-MAIL ADDRESS:						
17875 V	17875 Von Karman Avenue, Suite 300						URER(S) AFFOR	DING COVERAGE		NAIC #	
Irvine	CA	9:	2614		INSURE		. ,	urance Company		26344	
INSURED					INSURE			, , , , , , , , , , , , , , , , , , , ,			
Bosa Bomarc, LLC						RC:					
	121 West Market Street				INSURER D :						
	San Diego, CA 92101				INSURER E :						
					INSURE	RF:					
COVER	RAGES CER	TIFIC	ATE	NUMBER:				REVISION NUMBER:			
INDIC/ CERTI EXCLU	IS TO CERTIFY THAT THE POLICIES ATED. NOTWITHSTANDING ANY RE IFICATE MAY BE ISSUED OR MAY I JSIONS AND CONDITIONS OF SUCH	QUIR PERT POLIC	REMEI AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN ED BY	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER S DESCRIBE PAID CLAIMS.	DOCUMENT WITH RESPE	ст то	WHICH THIS	
INSR LTR	TYPE OF INSURANCE	addl Insr	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	3		
GEI	NERAL LIABILITY							EACH OCCURRENCE DAMAGE TO RENTED	\$ 1,00	0,000	
×	COMMERCIAL GENERAL LIABILITY							PREMISES (Ea occurrence)	\$ 50,0	00	
	CLAIMS-MADE X OCCUR		-					MED EXP (Any one person)	\$ Excl	uded	
AX	\$25,000 deductible			GLP3414901		12/20/2020	12/20/2021		\$ 1,00	,	
	J							GENERAL AGGREGATE	\$ 2,00	0,000	
	N'L AGGREGATE LIMIT APPLIES PER:								\$ 2,00	0,000	
X	POLICY PRO- JECT LOC	_	_					COMBINED SINGLE LIMIT	\$		
AUI	TOMOBILE LIABILITY							(Ea accident)	\$		
	ANY AUTO ALL OWNED SCHEDULED AUTOS AUTOS	4P	PR	ROVED					\$		
	AUTOS AUTOS NON-OWNED					4.00	00.0004	PROPERTY DAMAGE	\$		
	HIRED AUTOS AUTOS	/ Sno	nomi	ish County Risk Mngt (S.Ba	rker) at	1:03 pm, Jun	09, 2021	(Per accident)	\$		
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$		
	EXCESS LIAB CLAIMS-MADE		-					AGGREGATE	\$		
	DED RETENTION \$								\$		
	RKERS COMPENSATION D EMPLOYERS' LIABILITY							WC STATU- OTH- TORY LIMITS ER			
ANY	Y PROPRIETOR/PARTNER/EXECUTIVE	N/A							\$		
(Ma	ndatory in NH)	N/A						E.L. DISEASE - EA EMPLOYEE	\$		
If ye	es, describe under SCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$		
9205 Air	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) 9205 Airport Road Everett, Washington 98204 Snohomish County, its officers, officials, agents and employees are included as Additional Insured with respects to the general liability policy.										
CERTIF	FICATE HOLDER				CANO	ELLATION					
	Snohomish County - Paine F Attn: Real Estate Specialist	ield A	Airpor	rt	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
	10108 32nd Ave W, Suite J						NTATIVE				

Everett

Aon RIsk Insurance Services West, Inc.

WA

92804-1303

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You): Bomarc Building - 9205 Airport Road Everett, WA 98204								
Name Of Person(s) Or Organization(s) (Additional Insured): Snohomish County, its officers, officials, agents and employees								
Additional Premium: \$ N/A								
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.								

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

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

However:

 The insurance afforded to such additional insured only applies to the extent permitted by law; and

- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- **B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III Limits Of Insurance:**

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

- 1. Required by the contract or agreement; or
- 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.



CERTIFICATE OF LIABILITY INSURANCE

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	ED, subject to the terms and er rights to the certificate hole			ın endorsement. A sta	tement on this
PRODUCER Aon Risk Services Centr Minneapolis MN Office	ral, Inc.	CONTAC NAME: PHONE (A/C. No.		FAX (A/C. No.):	
5600 West 83rd Street 8200 Tower, Suite 1100	0 West 83rd Street		SS:		
Minneapoliś MN 55437 US			INSURER(S) AFFORDING	COVERAGE	NAIC#
INSURED		INSURER	RA: Liberty Mutual Fire	Ins Co	23035
Bosa Bomarc LLC 121 Market Street West		INSURER	RB:		
San Diego CA 92101 USA		INSURER	RC:		
		INSURER	R D:		
		INSURER	RE:		
		INSURER	RF:		
COVERAGES	CERTIFICATE NUM	BER: 570087665870	REVISI	ON NUMBER:	
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INSR LTR TYPE OF INSUR	ANCE ADDL SUBR	POLICY NUMBER	POLICY EFF POLICY EXP	LIMITS	

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- JECT LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	UMBRELA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? ((Mandator) in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		wC2B71073041011	05/13/2021	, ,	EACH OCCURRENCE AGGREGATE X PER STATUTE OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
DECC	PIDTION OF OPERATIONS / LOCATIONS / VEHICL	FC /4/	ODD 4	O4 Additional Describe Caledala service			A)

Stop Gap Employer's Liability Coverage in Monopolistic States (ND,OH,WA,WY)

CERTIFICATE HOLDER

Snohomish County - Paine Field Airport Attn: Real Estate Specialist 10108 32nd Ave W, Suite J Everett WA 98204-1303 USA

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

AUTHORIZED REPRESENTATIVE

CANCELLATION

Aon Rish Services Central Inc

ACORD®

ACORD 28 (2003/10)

DATE (MM/DD/YY)

© ACORD CORPORATION 2003

ACORD EVIDENCE OF COMMERCIAL PROPERTY INSURANCE 06/08/2021 EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY. PHONE PRODUCER NAME, CONTACT (A/C, NO, Ext.): 213.630.3200 COMPANY NAME AND ADDRESS PERSON AND ADDRESS FAX (A/C, NO): Zurich Insurance Company Ltd E-MAIL ADDRESS: The named company shares risk for the coverage(s) indicated below. Aon Risk Insurance Services West, Inc. IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH 707 Wilshire Boulevard, Suite 2600 Los Angeles, CA 90017 CODE SUB CODE: AGENCY CUSTOMER ID #: NAMED INSURED AND ADDRESS LOAN NUMBER POLICY NUMBER Bosa Bomarc, LLC A2600868 121 West Market Street EFFECTIVE DATE EXPIRATION DATE ☐ CONTINUED UNTIL San Diego, CA 92101 TERMINATED IF CHECKED 10/31/2020 10/01/2021 ADDITIONAL NAMED INSURED(S) THIS REPLACES PRIOR EVIDENCE DATED PROPERTY INFORMATION (Use additional sheets if more space is required.) LOCATION/DESCRIPTION Bomarc Building 9205 Airport Road Everett, WA 98204 Building \$30,000,000 Rents 12 months \$5,500,000 COVERAGE INFORMATION ☐ CAUSE OF LOSS FORM □ BASIC □ BROAD ☐ OTHER DEDUCTIBLE: COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$50.000 AOP YES NO ☐ Actual Loss Sustained BUSINESS INCOME / RENTAL VALUE If YES, LIMIT: \$5,500,000 # of months: Х **BLANKET COVERAGE** Х If YES, TERRORISM COVERAGE Χ IS COVERAGE PROVIDED FOR "CERTIFIED ACTS" ONLY? Included If YES, SUB LIMIT: DEDUCTIBLE: LIMIT: DEDUCTIBLE: IS COVERAGE A STAND-ALONE POLICY? Χ If YES, SUB LIMIT: DEDUCTIBLE: DOES COVERAGE INCLUDE DOMESTIC TERRORISM? Х If YES, If YES, LIMIT: DEDUCTIBLE: COVERAGE FOR MOLD MOLD EXCLUSION (If "YES," specify organization's form used) REPLACEMENT COST Χ AGREED AMOUNT Χ COINSURANCE Χ If YES. EQUIPMENT BREAKDOWN (If Applicable) and Testing Χ If YES, LIMIT: **DEDUCTIBLE:** LAW AND ORDINANCE - Debris Removal Х If YES. LIMIT: \$10,000,000 DEDUCTIBLE: \$50,000 - Demolition Costs Increased Cost of Construction Χ If YES. LIMIT: \$10,000,000 DEDUCTIBLE: \$50,000 - Increased Cost of Construction Χ If YES, LIMIT: Included Above DEDUCTIBLE: \$50,000 і іміт-DEDUCTIBLE: EARTHQUAKE (If Applicable) If YES, LIMIT: DEDUCTIBLE: FLOOD (If Applicable) Х If YES, Included \$500,000 WIND / HAIL (If Separate Policy) LIMIT: **DEDUCTIBLE:** \$50,000 Х If YES, Included NAMED WIND STORM LIMIT: DEDUCTIBLE: If YES, \$50,000,000 \$500,000 PERMISSION TO WAIVE SUBROGATION PRIOR TO LOSS REMARKS - Including Special Conditions (Use additional sheets if more space is required.) CANCELLATION THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 30 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW. ADDITIONAL INTEREST LENDER SERVICING AGENT NAME AND ADDRESS NAME AND ADDRESS Snohomish County - Paine Field Airport llfyndman Attn: Real Estate Specialist 10108 32nd Avenue W, Suite J Everett, WA 98204-1303 MORTGAGE **AUTHORIZED REPRESENTATIVE** LOSS PAYEE



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 06/08/2021

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If this certificate is being p	repared for a party who has an insurable in	terest in the property, do not	use this form. Use ACORD 27 o	or ACORD 28.					
PRODUCER		CONTACT NAME:							
Aon Risk Insurance Services W	/est, Inc.	PHONE (A/C, No. Ext): 866.283.7122	FAX (A/C, No):						
707 Wilshire Boulevard, Suite 2	2600	E-MAIL ADDRESS:	E-MAIL ADDRESS:						
Los Angeles, CA 90017		PRODUCER CUSTOMER ID:							
		INSURER(S) A	FFORDING COVERAGE	NAIC #					
INSURED		INSURER A: Safety Specialty	Insurance Company	13815					
Bosa Bomarc, LLC		INSURER B:							
121 West Market Street		INSURER C :							
San Diego, CA 98204		INSURER D :							
		INSURER E :							
		INSURER F:							
001/504.050			DEVIOLON NUMBER						

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Bomrac Building 9205 Airport Road Everett, WA 98204

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD

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

INSR LTR				POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)		COVERED PROPERTY	LIMITS	
	X	PROPERTY					X	BUILDING	\$ Incl	
	CAL	JSES OF LOSS	DEDUCTIBLES					PERSONAL PROPERTY	\$	
		BASIC	BUILDING					BUSINESS INCOME	\$	
		BROAD	CONTENTS				X	EXTRA EXPENSE	\$ Incl	
		SPECIAL					X	RENTAL VALUE	\$ Incl	
۸	X	EARTHQUAKE	5%	550002128	00/45/0004	06/45/2022		BLANKET BUILDING	\$	
Α		WIND		SSQ002138	06/15/2021	06/15/2022		BLANKET PERS PROP	\$	
		FLOOD						BLANKET BLDG & PP	\$	
							X	Earthquake Limit	\$ \$30,000,000	
									\$	
		INLAND MARINE		TYPE OF POLICY					\$	
	CAL	CAUSES OF LOSS NAMED PERILS							\$	
				POLICY NUMBER					\$	
									\$	
		CRIME							\$	
	TYPE OF POLICY								\$	
									\$	
		BOILER & MACH							\$	
	EQUIPMENT BREAKDOWN		EAKDOWN						\$	
									\$	
									\$	

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Earthquake only \$30,000,000 Limit

CEDTICICATE UOI DED

Property Values at Replacement Cost Value Time Element at Actual Loss Sustained Deductible 5% per Unit for Earthquake subject to a \$25,000 minimum per occurrence

CERTIFICATE HOLDER	DANGELLATION
Snohomish County - Paine Field Airport Attn: Real Estate Specialist	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Attn. Real Estate Specialist	AUTHORIZED REPRESENTATIVE
10108 32nd Avenue W, Suite J	AOTHORIES RETRESERVANTE
Everett, WA 98204-1303	Aon Risk Insurance Services West, Inc.

CANCELLATION

Ref. No. 320008823385

CERTIFICATE OF INSURANCE

Aon Reed Stenhouse Inc.
401 West Georgia Street, Suite 1200
PO Box 3228 STN. TERMINAL
Vancouver BC V6B 3X8

tel 604-688-4442 fax 604-682-4026

Snohomish County - Paine Field Airport Attention : Attn: Real Estate Specialist 10108 - 32nd Avenue W, Suite J Everett, WA 98204-1303 USA Re: Evidence of Insurance Bomarc Building

9025 Airport Road, Everett, WA 98204

Building Value: \$30,000,000

Gross Rents (12-months Indemnity): \$5,500,000

Insurance as described herein has been arranged on behalf of the Insured named herein under the following policy(ies) and as more fully described by the terms, conditions, exclusions and provisions contained in the said policy(ies) and any endorsements attached thereto.

Insured

Bosa Bomarc, LLC 121 Market Street West San Diego, CA 92101 USA

Coverage

Boiler and Machinery Insurer Aviva Insurance Company of Canada

Policy # 81708057

Effective 31-Oct-2020 Expiry 01-Oct-2021

Perils Insured Sudden & Accidental Breakdown

Terms and / or Additional Coverage

Boiler and Machinery

Property excluding Stock Repair or Replacement including By-Laws Property Damage USD2,500 Waiting Period - Business Interruption 24 hours Terrorism Exclusion

THIS CERTIFICATE CONSTITUTES A STATEMENT OF THE FACTS AS OF THE DATE OF ISSUANCE AND ARE SO REPRESENTED AND WARRANTED ONLY TO THE INSURED. OTHER PERSONS RELYING ON THIS CERTIFICATE DO SO AT THEIR OWN RISK.

Dated: 08-June-2021

Aon Reed Stenhouse Inc

THE POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE OR, IN THE CASE OF AUTOMOBILE INSURANCE,



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PRODUCER CARRIAN MARIAN Information Service 2310 Carmel Mountain Resurrace Service S		SUBROGATION IS WAIVED, Subject is certificate does not confer rights t							equire an endorsement	. A St	atement on		
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Salto B SALTON BANDERS SALTON BANDER	931	Carmel Mountain Road				E-MAIL ADDRE	ss: kaylin@cr	nissd.com	1 (12)				
SAN DEPOS ON STATE OF	Suit	е В											
MSURER 8: MSURER 1: MSURER 1: MSURER 2: MSURER 5: MSURER 5: MSURER 6:	San	Diego			CA 92129	INSURF	0-1161-						
BOSA DEVELOPMENT US CORPORATION 21 W Market SI Sum Diogo CA 92101 MINURER E:	INSU	RED											
MSURER D MSURER D MSURER D MSURER E	воз	SA DEVELOPMENT US CORPORATION											
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Business Auto Broadening Endorsement

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- NEWLY ACQUIRED OR FORMED ENTITY (BROAD FORM NAMED INSURED)
- II. EMPLOYEES AS INSUREDS
- III. AUTOMATIC ADDITIONAL INSURED
- IV. EMPLOYEE HIRED AUTO LIABILITY
- V. SUPPLEMENTARY PAYMENTS
- VI. FELLOW EMPLOYEE COVERAGE
- VII. ADDITIONAL TRANSPORTATION EXPENSE
- VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE
- IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE
- X. LOAN/LEASE GAP COVERAGE
- XI. GLASS REPAIR DEDUCTIBLE WAIVER
- XII. TWO OR MORE DEDUCTIBLES
- XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
- XIV. WAIVER OF SUBROGATION
- XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS
- XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE
- XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT
- XVIII. HIRED AUTO COVERAGE TERRITORY
- XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

BUSINESS AUTO COVERAGE FORM

NEWLY ACQUIRED OR FORMED ENTITY (Broad Form Named Insured)

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period. Coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

II. EMPLOYEES AS INSUREDS

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

e. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

III. AUTOMATIC ADDITIONAL INSURED

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

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

IV. EMPLOYEE HIRED AUTO LIABILITY

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

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

V. SUPPLEMENTARY PAYMENTS

SECTION II – LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Subparagraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We are not obligated to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

VI. FELLOW EMPLOYEE COVERAGE:

SECTION II – LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee
This exclusion does not apply if you have workers' compensation insurance in-force covering all of your "employees". Coverage is excess over any other collectible insurance.

VII. ADDITIONAL TRANSPORTATION EXPENSE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses, is replaced with the following:

We will pay up to \$50 per day to a maximum of \$1000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". If your business shown in the Declarations is other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered auto from the place where it is recovered to its usual garaging location.

VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, the following is added:

- c. If hired "autos" are covered "autos" for Liability Coverage in this policy and Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit:
 - (1) The most we will pay for "loss" to any hired "auto" is \$50,000 or Actual Cash Value or Cost of Repair, whichever is less
 - \$500 deductible will apply to any loss under this coverage extension, except that no deductible shall apply to "loss" caused by fire or lightning Subject to the above limit and deductible we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of similar size and type. This coverage extension is excess coverage over any other collectible insurance.

IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a., is amended to add the following: This exclusion does not apply to the accidental discharge of an airbag.

X. LOAN/LEASE GAP COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE C. Limit of Insurance, the following is added:

- 4. In the event of a "total loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less:
 - The amount paid under the Physical Damage Coverage Section of the policy; and
 - b. Any:
 - Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

XI. GLASS REPAIR - DEDUCTIBLE WAIVER

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

XII. TWO OR MORE DEDUCTIBLES

SECTION III -PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

If two or more "company" policies or coverage forms apply to the same accident:

- If the applicable Business Auto deductible is the smallest, it will be waived; or
- 2. If the applicable Business Auto deductible is not the smallest, it will be reduced by the amount of the smallest deductible; or
- If the loss involves two or more Business Auto coverage forms or policies the smallest deductible will be waived.

For the purpose of this endorsement "company" means the company providing this insurance and any of the affiliated members of the Mercury Insurance Group of companies.

XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit, Or Loss, a., In the event of "accident", you must notify us of an "accident" applies only when the "accident" is known to:

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

XIV. WAIVER OF SUBROGATION

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights Of Recovery Against Others To Us, section is replaced by the following:

Transfer Of Rights Of Recovery Against Others To Us
We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, or Fraud, the following is added:

Any unintentional omission of or error in information given by you, or unintentional failure to disclose all exposures or hazards existing as of the effective date or at any time during the policy period shall not invalidate or adversely affect the coverage for such exposure or hazard or prejudice your rights under this insurance. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE

SECTION IV — BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. For Hired Auto Physical Damage Coverage, is replaced by the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
 - Any covered "auto" you lease, hire, rent or borrow; and
 - Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, the following is added and supersedes any provision to the contrary:

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

XVIII. HIRED AUTO - COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory, e. Anywhere in the world if:, is replaced by the following:

- e. Anywhere in the world if:
 - (1) A covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
 - (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

SECTION V – DEFINITIONS, C. "Bodily Injury" is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.