Docket #1056 Date Filed: 04/13/2026

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS

In re: TRICOLOR HOLDINGS, LLC, *et al.*, Debtors.	)	Chapter 7 Case No. 25-33487-mvl7 (Jointly Administered)

MARTIN PARTIES' MOTION FOR RELIEF FROM THE AUTOMATIC STAY

THIS IS A MOTION FOR RELIEF FROM THE AUTOMATIC STAY. IF IT IS GRANTED, THE MOVANT MAY ACT OUTSIDE OF THE BANKRUPTCY PROCESS. IF YOU DO NOT WANT THE STAY LIFTED, IMMEDIATELY CONTACT THE MOVING PARTY TO SETTLE. IF YOU CANNOT SETTLE, YOU MUST FILE A RESPONSE AND SEND A COPY TO THE MOVING PARTY AT LEAST 7 DAYS BEFORE THE HEARING. IF YOU CANNOT SETTLE, YOU MUST ATTEND THE HEARING. EVIDENCE MAY BE OFFERED AT THE HEARING AND THE COURT MAY RULE.

REPRESENTED PARTIES SHOULD ACT THROUGH THEIR ATTORNEY.

A HEARING WILL BE CONDUCTED ON THIS MATTER ON MAY 5, 2026, AT 1:30P.M. BY WEBEX LINK https://us-courts.webex.com/meet/larson. IN THE COURTROOM OF THE HONORABLE JUDGE LARSON AT COURTROOM 2, 1100 COMMERCE STREET, DALLAS, TEXAS 75242 OR BY AN AUDIO AND VIDEO CONNECTION.

HEARING APPEARANCES MUST BE MADE ELECTRONICALLY IN ADVANCE OF BOTH ELECTRONIC AND IN-PERSON HEARINGS. TO MAKE YOUR APPEARANCE, CLICK THE "ELECTRONIC APPEARANCE" LINK ON JUDGE LARSON'S HOME PAGE. SELECT THE CASE NAME, COMPLETE THE REQUIRED FIELDS AND CLICK "SUBMIT" TO COMPLETE YOUR APPEARANCE.

Kerrion Martin, Ajia McKnight, Ronnie Brown, and Mechell Brown, Individually and as Next of Friend of J.D., (together, the "Martin Parties"), creditors and parties-in-interest in the above-styled and jointly administered chapter 7 cases, file this motion (the "Motion") pursuant to 11 U.S.C. §§ 105(a) and 362(d), for relief from the automatic stay to allow the Martin Parties to continue the prepetition litigation pending before 101st District Court for Dallas County, Texas, as Cause No. DC-24-18605 (the "State Court Litigation"). In support of the Motion, the Martin Parties respectfully represent as follows:

Preliminary Statement[1]

1. The Martin Parties request relief from the automatic stay to allow the Martin Parties to (a) liquidate their claims against Tricolor Holdings through the pending State Court Litigation and (b) recover from available insurance of the Debtors. The Debtors' have insurance that will likely cover the Debtors' expenses in the State Court Litigation and be sufficient to satisfy any and all potential covered claims. Allowing relief from the stay will benefit the Martin Parties without any corresponding harm to the Debtors, their estates, or their creditors.

Jurisdiction

2. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of this proceeding is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409. The relief requested may be granted pursuant to sections 105(a) and 362(d) of Title 11 of the United States Code (the "Bankruptcy Code").

3. The Court has constitutional authority to enter a final order regarding relief from the automatic stay. The automatic stay is established by an express provision of the Bankruptcy Code that has no state law equivalent and involves the adjudication of rights created by the Bankruptcy Code. Therefore, the Court may enter a final order granting the relief requested in this Motion.

Background

4. On October 16, 2024, State Farm Lloyds, as Subrogee of Christopher Lane Investments LLC, initiated the State Court Litigation before the 101st District Court in Dallas County, Texas, against TriColor Auto Group, LLC ("TriColor") and non-debtors Manheim

[1] Capitalized terms used but not defined is this Preliminary Statement section have the meanings ascribed to such terms elsewhere in this Motion.

Remarketing, Inc. d/b/a Manheim Dallas. On January 14, 2025, the Martin Parties entered the State Court Litigation by filing their Intervenors' Plea in Intervention. A copy of the Martin Parties' Amended Plea in Intervention is attached as Exhibit 1 hereto (the "State Court Plea"). The State Court Litigation was pending on the Petition Date.

5. As reflected in the State Court Plea, the Martin Parties assert claims against TriColor for breach of express and implied warranties, negligence, and violations of the Deceptive Trade Practices Act. The Martin Parties seek judgment in an amount not less than $250,000 but not exceeding $1,000,000.

6. TriColor and the Non-Debtor Defendants have answered the original petition in State Court, and TriColor has responded to the State Court Plea.

7. Since the Petition Date, the State Court Litigation has been stayed pursuant to Bankruptcy Code § 362(a). The Martin Parties have been unable to proceed against TriColor.

Relief Requested

8. The Martin Parties seek relief from the automatic stay to allow the Martin Parties to (a) liquidate their claims against TriColor related to the State Court Litigation through final judgment and (b) obtain recovery from any available insurance in the State Court Litigation.

9. In the alternative, to the extent that the Debtors establish that the available insurance may not be sufficient to satisfy all claims, the Martin Parties seek relief from the stay to allow their claims against TriColor to be liquidated to final judgement in the State Court Litigation, without pursuing recovery from TriColor, except through the claims allowance process in the Debtors' chapter 7 bankruptcy cases.

Basis for Relief

A. Standard for Relief from Stay

10. Under Bankruptcy Code § 362(d)(1), "[o]n request of a party in interest and after notice and a hearing, the court shall grant relief from the stay . . . such as by terminating, annulling, modifying, or conditioning such stay . . . for cause." Once the party seeking relief from the automatic stay makes an initial showing of "cause," the burden on all other issues, including retaining the automatic stay in place, is on the debtor. *In re Mosher*, 578 B.R. 765, 772 (Bankr. S.D. Tex. 2017). Bankruptcy Code § 105(a) authorizes bankruptcy courts to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code]."

11. Although the Bankruptcy Code does not define "cause" for purposes of section 362(d)(1), *In re JCP Properties, Ltd.*, 540 B.R. 596, 613 (Bankr. S.D. Tex. 2015), the Fifth Circuit has explained that, "[c]ourts often grant creditors relief from the automatic stay so they can adjudicate their unliquidated claims against a debtor outside of bankruptcy court, particularly when the claims are already the subject of pending litigation." *Kipp Flores Architects LLC v. Mid-Continent Cas. Co.*, 852 F.3d 405, 414 (5th Cir. 2017).

12. The legislative history of the automatic stay supports this principle. As stated in the Senate Report accompanying the Bankruptcy Reform Act of 1978, "[i]t will often be more appropriate to permit proceedings to continue in their place of origin, when no great prejudice to the bankruptcy estate would result, in order to leave the parties to their chosen forum and to relieve the bankruptcy court from many duties that may be handled elsewhere." S. REP. 95-989, 50, 1978 U.S.C.C.A.N. 5787, 5836.

13. Courts in this District have employed the twelve-factor analysis originating from *In re Curtis*, 40 B.R. 795, 804 (Bankr. D. Utah 1984), to guide their decision whether to grant relief from the automatic stay to allow prepetition litigation to continue:

> 1) whether the relief will result in a partial or complete resolution of the issues; 2) lack of any connection with or interference with the bankruptcy case; 3) whether the other proceeding involves debtor as a fiduciary; 4) whether a specialized tribunal has been established to hear the particular cause of action; 5) whether the debtor's insurer has assumed full responsibility; 6) whether the action primarily involves third parties; 7) whether litigation in the other forum would prejudice the interests of other creditors; 8) whether the judgment claim arising from the other action is subject to equitable subordination; 9) whether movant's success would result in a judicial lien avoidable by the debtor; 10) interests of judicial economy and the expeditious and economical resolution of litigation; 11) whether the proceedings have progressed to the point that parties are ready for trial; and 12) impact of the stay on the parties and the balance of harm.

In re Mosher, 578 B.R. at 773 (quoting *In re Xenon Anesthesia of Texas, PLLC*, 510 B.R. 106, 112 (Bankr. S.D. Tex. 2014)). Not all factors are necessarily to each case. *See In re Xenon Anesthesia of Texas, PLLC*, 510 B.R. at 112.

B. Relief From the Automatic Stay Should be Granted to Allow the Martin Parties to Liquidate Their Claims Against TriColor and Obtain Recovery from any Available Insurance.

14. Nearly all of the *Curtis* factors support granting the relief from the automatic stay requested in this Motion. The remaining *Curtis* factors—whether a specialized tribunal has been appointed, whether the action primarily involves third parties, and whether the proceeding involves the debtor as a fiduciary—do not undercut the "cause" demonstrated by the other factors.[2] Additionally, the nature of the Martin Parties' claims in the State Court Litigation support granting relief from stay.

[2] Where a specialized tribunal has been appointed or the proceeding involves the debtor as a fiduciary, relief from the automatic stay is particularly appropriate. *See* S. REP. 95-989, 50, 1978 U.S.C.C.A.N. 5787, 5836.

i.) Relief from the automatic stay will allow for complete resolution of the issues.

15. There are no issues in the State Court Litigation that will not be resolved by the Texas courts in the event that relief from stay is granted. Upon the final, non-appealable judgment of the 101st District Court, any claim of the Martin Parties against the Debtors' bankruptcy estates will be fully liquidated.[3] The only remaining issue will be payment on the claim.

ii.) The State Court Litigation is unrelated to the financial distress that propelled the Debtors into bankruptcy and will not interfere with the bankruptcy cases.

16. The driving force for the Debtor's bankruptcy filing has no relation whatsoever to the State Court Litigation. Neither the State Court Litigation nor any other lawsuits were even mentioned. On information and belief, the Debtors have insurance sufficient to satisfy all the potential liabilities covered by the relevant policies and the expenses for the State Court Litigation. A copy of the insurance policy has been attached as Exhibit 2 hereto and a copy of the excess insurance policy has been attached as Exhibit 3 hereto..

17. Nor would the State Court Litigation distract the Debtors from their liquidation efforts. The Debtors' or their insurers have separate counsel for the State Court Litigation and the facts at issue involve the Debtor's employees in the field, not the Debtors' senior management. The relief from the automatic stay requested by the Martin Parties will not prevent the Debtors from focusing on the sale of their assets or preparing a plan of reorganization.

iii.) The Debtors have insurance that will pay litigation costs and likely be sufficient to satisfy any judgment from the State Court Litigation.

18. Exhibits 2 and 3 describes the insurance policies in place on the Petition Date. The Debtors also represented that maintenance of the current insurance policies are in the ordinary course of the Debtor's business.

[3] Situations where relief from the automatic stay will not resolve all issues show up where there are issues surrounding dischargability. *See, e.g.*, *In re Curtis*, 40 B.R. at 803.

19. As of the Petition Date, the Debtors maintained up to $1 million of casualty insurance on an occurrence basis with an excess policy carrying another $10 million in coverage. (Exhibits 2 and 3). The Debtors have more than sufficient insurance to cover all the pending ligation against them. These insurance policies should also cover the costs of the litigation.

iv.) Relief from the automatic stay will not prejudice the interests of other creditors.

20. In light of the Debtors' insurance that will cover the costs of the State Court Litigation and is likely sufficient to cover any liability—from the State Court Litigation or other claims—and costs of litigation, the relief from stay requested by the Martin Parties will not prejudice the interests of other creditors. If anything, allowing the Martin Parties to obtain recovery against the Debtors' insurance will reduce the claims of the Martin Parties against the Debtors' estates, and enable a greater recovery for the Debtors' other creditors.

v.) Any judgement in the State Court Litigation would not be subject to equitable subordination.

21. The Debtors have not asserted anything that would give rise to the equitable subordination of the Martin Parties' claim against the Debtors.[4] The only dealings between the Martin Parties and the Debtors' involves the sale of a vehicle in the normal course of business from TriColor to Mr. Martin. The Martin Parties were not involved in the Debtors' business before or after the Petition Date or the Debtors' liquidation efforts.

vi.) The Martin Parties will not be entitled to a judicial lien that is avoidable by the Debtors.

22. This factor is only relevant to judicial liens that are avoidable under Bankruptcy Code § 522(f) to protect exemptions. *See In re Curtis*, 40 B.R. at 800. As non-individuals, the

[4] Equitable subordination is appropriate only where a claimant (a) engaged in inequitable conduct, (b) the inequitable conduct resulted in injury to the creditors of the debtor, and (c) equitable subordination is not inconsistent with the provisions of the bankruptcy code. *In re SI Restructuring, Inc.*, 532 F.3d 355, 360 (5th Cir. 2008).

Debtors are not entitled to exemptions that could be subject to a motion under Bankruptcy Code § 522. Moreover, the Martin Parties are not seeking to enforce any judgment against the Debtors' estates except through the Debtors' insurers or the bankruptcy claims process.

vii.) Relief from the automatic stay will promote judicial economy.

23. Granting relief from the automatic stay will allow the disputed factual and legal issues to be determined in a forum and thereby promoting judicial economy.

24. The 101st District Court is already familiar with the State Court Litigation and the disputed issues should be determined by that court. Requiring both this Court and the 101st District Court to address these issues would create needless duplication and create the possibility of inconsistent rulings.

viii.) Although the State Court Litigation is not ready for trial, discovery is substantially underway and settlement discussions were ongoing at the time the stay was filed..

25. The 101th District Court has already ruled on key matters in the State Court Litigation. In addition, all of the Martin Parties have been deposed, and were in the process of negotiations with TriColor when the stay was filed.

ix.) The automatic stay impedes the Martin Parties' ability to pursue claims against the Debtors' insurance, while the relief requested in this Motion will not prejudice the Debtors or their estates.

26. The Martin Parties' personal property and health was significantly damaged and they seek their day in court on their claims against TriColor for that harm. The automatic stay, however, is an impediment to the Martin Parties pursuing their claims against the Debtors' insurance.

27. On the other hand, the Debtors have insurance to cover the costs of litigation and any liability imposed in the State Court Litigation, and the continuation of the State Court Litigation will not interfere with the Debtors' liquidation efforts.

28. Leaving the automatic stay in place will prejudice the Martin Parties without any corresponding benefit to the Debtors or their bankruptcy estates. Relief from the stay to liquidate the Martin Parties claims against TriColor in the State Court Litigation will likely even benefit the Debtors and their estates as well. Certainly, relief from the stay will not result in any "great prejudice" to the Debtors' bankruptcy estates.

x.) Other considerations support relief from the automatic stay.

29. In addition to the twelve *Curtis* factors, the nature of the State Court Litigation makes relief from the automatic stay particularly appropriate here. The Martin Parties assert a cause of action for negligence against TriColor and have requested a jury trial. A jury is particularly well suited to determine the reasonable prudence and care that should have been exercised by TriColor. The Martin Parties' claims against TriColor in the State Court Litigation are the kinds of actions that should be determined by the 101st District Court to the extent not inconsistent with the Bankruptcy Code.

C. In the Alternative, Relief from the Automatic Stay Should Be Granted to Allow the Martin Parties to Liquidate Their Claims Against TriColor in the State Court Litigation.

30. On information and belief, the Debtors' insurance should be more than adequate to satisfy all insured claims against the Debtors. To the extent that the Debtors establish that the available insurance may be insufficient, however, the Court should grant the Martin Parties relief from the automatic stay to liquidate their claims against TriColor through the State Court Litigation, even if any recovery against TriColor's insurance is through the bankruptcy claims process.

31. The *Curtis* factors outlined above would still favor this relief from the automatic stay. Insurance would be available to pay the Debtor's litigation costs and judicial economy and the balance of harms favors allowing the Martin Parties to resolve liability in a single forum. The

only difference would be that pursuing recovery from the Debtors' insurance might prejudice certain creditors. Modifying the automatic stay to allow for the liquidation of the Martin Parties' claim against TriColor through the State Court Litigation, but only allowing recovery against TriColor or its insurance through the bankruptcy claims process resolves any potential prejudice against other creditors while promoting the goals of the automatic stay.

32. The Senate Report for the Bankruptcy Reform Act of 1978 shows that Congress had this outcome in mind when it enacted Bankruptcy Code § 362(d). According to the Senate Report, "it will often be more appropriate to permit proceedings to continue in their place of origin, when no great prejudice to the bankruptcy estate would result" and that "[a]ny party desiring to enforce an order in such a proceeding would thereafter have to come before the bankruptcy court to collect assets." S. REP. 95-989, 50, 1978 U.S.C.C.A.N. 5787, 5836. The relief requested in this Motion is consistent with the legislative intent of the Bankruptcy Code.

Conclusion

33. There is ample "cause" to grant relief from the automatic stay to allow the Martin Parties to liquidate their claims against the Debtors through the State Court Litigation and obtain recovery from the available insurance. The relief from the automatic stay requested will benefit the Martin Parties by allowing them to pursue their claims, the Debtors and their estates by only dealing with discovery regarding the State Court Litigation once, and judicial economy by determining the issues in a single forum without any corresponding harm to creditors.

Dated: February 10, 2026

Respectfully submitted,

/s/Ryan Bradley Bormaster

R.B. BORMASTER & ASSOCIATES, P.C.
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Counsel Martin Parties

CERTIFICATE OF CONFERENCE

I hereby certify that I have conferred with counsel for the Debtors by phone communication with Karl Koen on October 29, 2025. Debtors' counsel has informed me that the Debtors are currently unopposed to the relief requested herein.

/s/Ryan Bradley. Bormaster
Ryan B. Bormaster

CERTIFICATE OF SERVICE

I hereby certify that on April 13, 2026, the forgoing document was served (a) through the Court's CM/ECF System on all parties registered to receive such service.

/s/Ryan Bradley. Bormaster
Ryan B. Bormaster

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS

In re:	Chapter 7
TRICOLOR HOLDINGS, LLC, *et al.*,	Case No. 25-33487-mvl7
Debtors.	(Jointly Administered)

AFFIDAVIT OF RYAN B. BORMASTER

STATE OF TEXAS

COUNTY OF HARRIS

On this day, Ryan B. Bormaster appeared before me, a Notary Public, and after I administered an oath to him, upon his oath, he said:

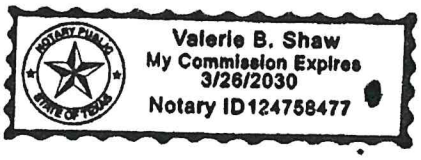
1. "My name is Ryan B. Bormaster. I am more than 18 years of age and capable of making this affidavit. I have personal knowledge of the facts and matters set forth herein, which are true and correct. My personal knowledge is based upon my direct involvement in the matters to which the Motion for Relief of the Automatic Stay that this Affidavit is supporting refers.

2. I am an attorney licensed to practice law in the State of Texas since 2001. I am currently licensed to practice by the Supreme Court of Texas and admitted to practice in the United States District Court for the Southern District of Texas. I am a member in good standing with the, The State Bar of Texas, the Texas Trial Lawyer's Association, and the Houston Trial Lawyer's Association. I have been selected to Super Lawyers multiple years and am a lifetime member of the Million Dollar Advocate's Forum. My main practice area is auto and trucking accident personal injury representation including but not limited to civil trials related to same. I also practice in the areas of consumer rights; real estate law and corporate law and used to have a criminal defense practice in my younger years.

3. I personally prepared the Motion for the Relief of the Automatic Stay to which this Affidavit is attached. I have personal knowledge of the matters described therein. Everything I stated in that Motion and in this Affidavit is true and correct and the text of that Motion is incorporated herein by reference as if fully set forth at length below. The Motion for Relief of the Automatic Stay is not being filed for the purposes of delay but so that justice might be done."

/s/ Ryan B. Bormaster
Ryan B. Bormaster

SWORN TO AND SUBSCRIBED before me by Ryan B. Bormaster on the 31st day of March 2026.



Notary Public in and for the
State of Texas

FILED
9/12/2025 4:41 PM
FELICIA PITRE
DISTRICT CLERK
DALLAS CO., TEXAS
Marissa Gomez DEPUTY

CAUSE NO. DC-24-18605

STATE FARM LLOYDS AS SUBROGEE OF CHRISTOPHER LANE INVESTMENTS LLC	§	**IN THE DISTRICT COURT**
Plaintiffs,	§	
	§	
v.	§	**101st JUDICIAL DISTRICT**
	§	
TRICOLOR AUTO GROUP, LLC. MANHEIM REMARKETING, INC. D/B/A MANHEIM DALLAS	§	
Defendants.	§	**DALLAS COUNTY, TEXAS**

INTERVENORS AMENDED PLEA IN INTERVENTION

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES KERRION MARTIN, RONNIE BROWN AND MECHELL BROWN, INDIVIDUALLY A/N/F OF J.D., A MINOR, AND AJIA MCKNIGHT, Intervenors, complaining of and about TRICOLOR AUTO GROUP, LLC, hereinafter referred to by name or as Defendant, and for causes of action would show unto the Court the following:

DISCOVERY CONTROL PLAN LEVEL

1. Intervenors intend that discovery be conducted under Discovery Level 2.

PARTIES AND SERVICE

2. Intervenor **Kerrion Martin** is an Individual residing within this Court's Jurisdiction.

3. Intervenor **Ronnie Brown and Mechell Brown, Individually, and next friends of J.D., a minor** are both Individuals residing within this Court's Jurisdiction

4. Intervenor **Ajia McKnight** is an Individual residing within this Court's Jurisdiction.

5. Defendant **Tricolor Auto Group, LLC**, is Foreign Limited Liability Company

(LLC) authorized to conduct business in Texas, has made an appearance herein

JURISDICTION AND VENUE

6. The subject matter in controversy is within the jurisdictional limits of this court.

7. This Court has jurisdiction over Defendant TriColor Auto Group, LLC because it has availed itself of the privileges of doing business in the State.

8. Venue in Dallas County is proper in this cause under **Section 15.002(a)(1)** of the **Texas Civil Practice and Remedies Code** because all or a substantial part of the events or omissions giving rise to the claim occurred here in Dallas County.

FACTS

9. On July 8, 2024, Kerrion Martin bought a 2020 Dodge Durango bearing the identification number 1C4RDHAG6LC252361 from Tricolor Auto located at 39550 LBJ Freeway, Dallas, Texas 75232. Mr. Martin was so excited that the following day July 9, 2024, he went over to his Grandparents, Ronnie Brown and Mechell Brown's house to show them his new car. Upon arrival, he and Ajia McKnight waited for his grandparents to come outside. Within minutes, his Grandparents and their adopted son, Jordyn Dunlevy came outside to see the vehicle. While viewing his new car, his grandmother, Mechell Brown, noticed sparks coming from the back seat of the vehicle. They opened the back passenger door, and the car released smoke and was sparking. Mr. Martin and Mr. Brown tried to stop the fire, but it continued to go up in flames. The fire was so bad, the flames reached Mr. Brown and Mrs. Brown's house. The garage, bathroom and parts of the fence were burned. Upon inspection, it was determined that the fire started near the second row of seats on the passenger side of the vehicle and, on information and belief, was caused by an arcing event that occurred at an aftermarket wire that had been left in the vehicle by Defendants.

First Cause of Action: Breach of Express and Implied Warranties

10. Mr. Kerrion Martin and Defendant entered into a binding Contract for purchasing the 2020 Dodge Durango, VIN #1C4RDHAG6LC252361, STOCK #P134625. Defendant, among other things, held out to Intervenors and the general public that the vehicle at issue was being sold in a condition that would conform to the standards used by other entities and/or persons who provide similar services to vehicle purchasers and the public. By failing to act as a reasonable person or company would under the same or similar circumstances, Defendants breached express and implied warranties, resulting in damages to Intervenors.

Second Cause of Action: Negligence

11. Defendants owed a duty to exercise ordinary care in the manner in which the prepared the vehicle at issue for sale. Defendants breached this duty because, due to the manner in which the wire where the arcing event occurred was installed and/or left in the vehicle by Defendants, the vehicle in question was not safe and presented an unreasonable risk of harm and ultimately caused the fire at issue and the resulting damages. Defendants breached their duty to Intervenors and as a direct and proximate result of their negligence, caused Intervenors to suffer damages. Intervenors would show that Defendant's negligence was a proximate cause of the damages.

Third Cause of Action: Violations of the Deceptive Trade Practices Act

12. Intervenors would show that Defendant engaged in certain false, misleading and deceptive acts, practices and/or omissions actionable under the Texas Deceptive Trade Practices - Consumer Protection Act (**Texas Business and Commerce Code, Chapter 17.41, *et seq.***), as alleged hereinbelow.

13. Violations of Section 17.46(b). Defendant violated **Section 17.46(b) of the Texas Business and Commerce Code**, in that Defendant:

(a) representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model if they are of another;

(b) advertising goods or services with the intent not to sell them as advertised;

(c) failed to disclose information concerning goods or services which was known at the time of the transaction with the intention to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed;

14. Producing Cause. Intervenors would show that the acts, practices and/or omissions complained of were the producing cause of Intervenors' damages more fully described hereinbelow.

15. Reliance. Intervenors would further show the acts, practices and/or omissions complained of under **Section 17.46(b) of the Texas Business and Commerce Code** were relied upon by Intervenors to their detriment.

Actual Damages for DTPA Violations

16. As a result of Defendant's conduct, Kerrion Martin has been damaged in the loss of the vehicle he purchased. Further, Intervenors suffered damage in the form of personal injuries, due to the inhalation of smoke and their efforts to extinguish the fire. These include but are not limited to their personal injuries, physical impairment, pain, suffering, lost wages, income impairment, mental anguish and property damage. In addition to the actual damages outlined hereinabove, Intervenors have suffered mental anguish for the DTPA violations. All said damages are within the jurisdictional limits of this Honorable Court and **do not exceed $1,000,000.**

Exemplary Damages under the DTPA

17. Intervenors would further show that the acts and omissions of Defendant

complained of herein were committed knowingly, willfully, intentionally, with actual awareness, and with the specific and predetermined intention of enriching said Defendant at the expense of Intervenors. In order to punish said Defendants for such unconscionable overreaching and to deter such actions and/or omissions in the future, Intervenors also seek recovery from Defendant for exemplary damages as provided by **Section 27.01 of the Texas Business and Commerce Code**.

18. Intervenors would show that the false, misleading and deceptive acts, practices and/or omissions complained of herein were committed "knowingly" in that Defendant had actual awareness of the falsity, deception, or unfairness of such acts, practices, and/or omissions.

19. Intervenors further aver that such acts, practices, and/or omissions were committed "intentionally" in that Defendant specifically intended that Intervenors act in detrimental reliance on the falsity or deception or in detrimental ignorance of the unfairness.

20. Therefore, Intervenors are entitled to recover multiple damages as provided by **17.50(b)(1) of the Texas Business and Commerce Code**.

Respondents Superior

21. At the time of the occurrence of the act in question and immediately prior thereto, all employees of Defendant were within the course and scope of employment for Defendant.

22. At the time of the occurrence of the act in question and immediately prior thereto, all employees of Defendant was engaged in the furtherance of Defendant's business.

23. At the time of the occurrence of the act in question and immediately prior thereto, all employees, including adjusters, of Defendant were engaged in accomplishing a task for which they were employed.

24. Intervenors invoke the doctrine of *Respondeat Superior* as against Defendant.

Agency

25. At and during the time of the acts and/or omissions complained of herein, any acts and/or omissions committed by an agent, representative, adjuster or employee of Defendant occurred within the scope of the actual or apparent authority of such person on behalf of Defendant.

26. Therefore, Defendant is liable to Intervenors for the acts and/or omissions of any such agent, representative, adjuster or employee complained of herein by virtue of such agency relationship.

Attorney's Fees

27. Request is made for all costs and reasonable and necessary attorney's fees incurred by or on behalf of Intervenors herein, including all fees necessary in the event of an appeal of this cause to the Court of Appeals and the Supreme Court of Texas, as the Court deems equitable and just, as provided by: (a) **Chapter 38 of the Texas Civil Practice and Remedies Code**; (b) **Section 17.50(d) of the Texas Business and Commerce Code** and, (c) common law.

Conditions Precedent

28. All conditions precedent have been performed or have occurred as required by **Texas Rule of Civil Procedure 54.**

Damages for Kerrion Martin

29. As a direct and proximate result of the occurrence made the basis of this lawsuit, Kerrion Martin was caused to suffer severe and debilitating personal injuries, bodily injuries, physical impairment, pain, suffering and mental anguish, and to incur the following damages, not to exceed $1,000,000.

A. Reasonable medical care and expenses in the past. These expenses were incurred by Intervenor for the necessary care and treatment of the injuries resulting from the accident complained of herein and such charges are reasonable and were usual and customary charges for such services in Dallas County, Texas;

B. Reasonable and necessary medical care and expenses which will in all reasonable probability be incurred in the future;

C. Physical pain and suffering in the past;

D. Physical pain and suffering which, in all reasonable probability, will be suffered in the future;

E. Physical impairment in the past;

F. Physical impairment which, in all reasonable probability, will be suffered in the future;

G. Mental anguish in the past;

H. Mental anguish in the future;

I. Loss of consortium in the past;

J. Loss of consortium in the future;

K. Income impairment in the past;

L. Cost of medical monitoring and prevention in the future; and

M. Property damage.

Damages for Ajia McKnight

30. As a direct and proximate result of the occurrence made the basis of this lawsuit, Ajia McKnight was caused to suffer severe and debilitating personal injuries, bodily injuries, physical impairment, pain, suffering and mental anguish, and to incur the following damages, not to exceed $1,000,000.

A. Reasonable medical care and expenses in the past. These expenses were incurred by Intervenor for the necessary care and treatment of the injuries resulting from the accident complained of herein and such charges are reasonable and were usual and customary charges for such services in Dallas County, Texas;

B. Reasonable and necessary medical care and expenses which will in all reasonable probability be incurred in the future;

C. Physical pain and suffering in the past;

D. Physical pain and suffering which, in all reasonable probability, will be suffered in the future;

E. Physical impairment in the past;

F. Physical impairment which, in all reasonable probability, will be suffered in the future;

G. Mental anguish in the past;

H. Mental anguish in the future;

I. Loss of consortium in the past;

J. Loss of consortium in the future;

K. Cost of medical monitoring and prevention in the future.

Damages for Ronnie Brown

31. As a direct and proximate result of the occurrence made the basis of this lawsuit, Ronnie Brown was caused to suffer severe and debilitating personal injuries, bodily injuries, physical impairment, pain, suffering and mental anguish, and to incur the following damages, not to exceed $1,000,000.

A. Reasonable medical care and expenses in the past. These expenses were incurred by Intervenor for the necessary care and treatment of the injuries resulting from the accident complained of herein and such charges are reasonable and were usual and customary charges for such services in Dallas County, Texas;

B. Reasonable and necessary medical care and expenses which will in all reasonable probability be incurred in the future;

C. Physical pain and suffering in the past;

D. Physical pain and suffering which, in all reasonable probability, will be suffered in the future;

E. Physical impairment in the past;

F. Physical impairment which, in all reasonable probability, will be suffered in the future;

G. Mental anguish in the past;

H. Mental anguish in the future;

I. Loss of consortium in the past;

J. Loss of consortium in the future;

K. Cost of medical monitoring and prevention in the future; and

L. Property damage.

Damages for Mechell Brown

32. As a direct and proximate result of the occurrence made the basis of this lawsuit, Mechell Brown was caused to suffer severe and debilitating personal injuries, bodily injuries, physical impairment, pain, suffering and mental anguish, property damage and to incur the following damages, not to exceed $1,000,000.

A. Reasonable medical care and expenses in the past. These expenses were incurred by Intervenor for the necessary care and treatment of the injuries resulting from the accident complained of herein and such charges are reasonable and were usual and customary charges for such services in Dallas County, Texas;

B. Reasonable and necessary medical care and expenses which will in all reasonable probability be incurred in the future;

C. Physical pain and suffering in the past;

D. Physical pain and suffering which, in all reasonable probability, will be suffered in the future;

E. Physical impairment in the past;

F. Physical impairment which, in all reasonable probability, will be suffered in the future;

G. Mental anguish in the past;

H. Mental anguish in the future;

I. Loss of consortium in the past;

J. Loss of consortium in the future;

K. Cost of medical monitoring and prevention in the future; and

L. Property damage.

Damages for J.D., a minor

33. As a direct and proximate result of the occurrence made the basis of this lawsuit, J.D. was caused to suffer severe and debilitating personal injuries, bodily injuries, physical impairment, pain, suffering and mental anguish, and to incur the following damages, not to exceed $1,000,000.

A. Reasonable medical care and expenses in the past. These expenses were incurred by Intervenor for the necessary care and treatment of the injuries resulting from the accident complained of herein and such charges are reasonable and were usual and customary charges for such services in Dallas County, Texas;

B. Reasonable and necessary medical care and expenses which will in all reasonable probability be incurred in the future;

C. Physical pain and suffering in the past;

D. Physical pain and suffering which, in all reasonable probability, will be suffered in the future;

E. Physical impairment in the past;

F. Physical impairment which, in all reasonable probability, will be suffered in the future;

G. Disfigurement in the past;

H. Disfigurement in the future;

I. Mental anguish in the past;

J. Mental anguish in the future;

K. Cost of medical monitoring and prevention in the future.

34. Intervenors intend for the damages in this action to be determined by a jury of peers, awarding whatever amount said jury deems just after listening to the evidence. However, in order to comply with Texas Rules of Civil Procedure 47, Intervenors state that they are seeking monetary relief within the Court's jurisdiction at an amount over $250,000.00 but not more than $1,000,000.00.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Intervenors, respectfully pray that the Defendants be cited to appear and answer herein, and that upon a final hearing of the cause, judgment be entered for the Intervenors against Defendant for damages in an amount within the jurisdictional limits of the Court; together with their recovery for their Reasonable and Necessary Attorney's Fees Incurred, pre-judgment interest (from the date of injury through the date of judgment) at the maximum rate allowed by law; post-judgment interest at the legal rate, costs of court; and such other and further relief to which Intervenors may be entitled at law or in equity, whether or not pled.

Respectfully submitted,

R.B. BORMASTER & ASSOCIATES, P.C.



By: _____

Ryan B. Bormaster
SBN: 24026138
Jeffrey A. Streett
SBN: 24078016
2425 Fountain View, Ste. 290
Houston, TX 77057
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Fax: (281) 652-5886
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Email: Jeff@bormasterlaw.com

ATTORNEYS FOR INTERVENORS'

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the above and foregoing has been served upon all counsel of record in accordance with Rule 21a, Texas Rules of Civil Procedure on this 12th of September 2025.

E/Serve
State Farm Lloyds as Subrogee of Christopher Lane Investments LLC
Carpenter & Schumacher, P.C.
Mr. N. Scott Carpenter
Mr. Douglas C. Heuvel
Parkway Centre V
2500 Dallas Parkway, Suite 495
Plano, Texas 75093
(972) 403 – 1133
Plaintiff State Farm Lloyds as Subrogee of Christopher Lane Investments LLC

E/Serve
Segal McCambridge Singer Mahoney, Ltd.
Wesley T. Welmaker
One Riverway, Suite 1520
Houston, Texas 77056
(713) 333-7600
Defendant Manheim Remarketing, Inc. d/b/a Manheim

E/Serve
Gaunt, Earl, Binney & Koen, L.L.P.
Karl W. Koen
Feby Abraham
725 N. Main, Unit 224
14643 Dallas Parkway, Suite 570
Dallas, Texas 75254
(972) 630 – 4620
Defendant Tricolor Holdings

E/Serve
The Willis Law Group, PLLC
Carin "CJ" Evans
Eugenia Apraku
1985 Forest Lane
Garland, Texas 75042
(214) 736-9433
Defendant McAndrew Motors, LLC

Automated Certificate of eService

This automated certificate of service was created by the efiling system. The filer served this document via email generated by the efiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Ryan Bormaster on behalf of Jeffrey Streett
Bar No. 24078016
ryanb@bormasterlaw.com
Envelope ID: 105576972
Filing Code Description: AMENDED INTERVENTION
Filing Description:
Status as of 9/14/2025 9:03 AM CST

Associated Case Party: STATE FARM LLOYDS

Name	BarNumber	Email	TimestampSubmitted	Status
Douglas CHeuvel		dheuvel@cstriallaw.com	9/12/2025 4:41:58 PM	SENT
AnneMarie SFulps		afulps@cstriallaw.com	9/12/2025 4:41:58 PM	SENT

Associated Case Party: TRICOLOR AUTO GROUP LLC

Name	BarNumber	Email	TimestampSubmitted	Status
Karl WKoen		karl.koen@gebklaw.com	9/12/2025 4:41:58 PM	SENT
Feby Abraham		feby.abraham@gebklaw.com	9/12/2025 4:41:58 PM	SENT
Ariel Ortiz		ariel.ortiz@gkbklaw.com	9/12/2025 4:41:58 PM	SENT

Associated Case Party: KERRION MARTIN

Name	BarNumber	Email	TimestampSubmitted	Status
Jeff Streett		jeff@bormasterlaw.com	9/12/2025 4:41:58 PM	SENT
Valerie Shaw		valerie@bormasterlaw.com	9/12/2025 4:41:58 PM	SENT

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
wesley T.Welmaker		wwelmaker@smsm.com	9/12/2025 4:41:58 PM	SENT
Malia Webb		mwebb@smsm.com	9/12/2025 4:41:58 PM	SENT

SCHEDULE EXTENSION

This is an extension of CA T4 14 02 15

GARAGEKEEPERS COVERAGE AND PHYSICAL DAMAGE MULTIPLE DEDUCTIBLES

SCHEDULE

17	Flood	$	2,000	$	NO
17	Earthquake	$	2,000	$	NO
17	All Covered Perils, other than collision, not listed separately on this Schedule	$	2,000	$	NO

ITEM FIVE - GARAGEKEEPERS COVERAGE

Loc	Covered Causes of Loss**	Deductible For Each Covered "Auto"		Maximum Deductible in any one event	
18	Flood	$	2,000	$	NO
18	Earthquake	$	2,000	$	NO
18	All Covered Perils, other than collision, not listed separately on this Schedule	$	2,000	$	NO

ITEM FIVE - GARAGEKEEPERS COVERAGE

Loc	Covered Causes of Loss**	Deductible For Each Covered "Auto"		Maximum Deductible in any one event	
19	Flood	$	2,000	$	NO
19	Earthquake	$	2,000	$	NO
19	All Covered Perils, other than collision, not listed separately on this Schedule	$	2,000	$	NO

COMMERCIAL AUTO

POLICY NUMBER: AD-6Y789675-24-CAG

ISSUE DATE: 02-14-25

SCHEDULE EXTENSION

This is an extension of CA T4 14 02 15

GARAGEKEEPERS COVERAGE AND PHYSICAL DAMAGE MULTIPLE DEDUCTIBLES

SCHEDULE

ITEM FIVE - GARAGEKEEPERS COVERAGE

Loc	Covered Causes of Loss**	Deductible For Each Covered "Auto"	Maximum Deductible in any one event
20	Flood	$ 2,000	$ NO
20	Earthquake	$ 2,000	$ NO
20	All Covered Perils, other than collision, not listed separately on this Schedule	$ 2,000	$ NO

ITEM FIVE - GARAGEKEEPERS COVERAGE

Loc	Covered Causes of Loss**	Deductible For Each Covered "Auto"	Maximum Deductible in any one event
21	Flood	$ 2,000	$ NO
21	Earthquake	$ 2,000	$ NO
21	All Covered Perils, other than collision, not listed separately on this Schedule	$ 2,000	$ NO

ITEM FIVE - GARAGEKEEPERS COVERAGE

Loc	Covered Causes of Loss**	Deductible For Each Covered "Auto"	Maximum Deductible in any one event
22	Flood	$ 2,000	$ NO

SCHEDULE EXTENSION

This is an extension of CA T4 14 02 15

GARAGEKEEPERS COVERAGE AND PHYSICAL DAMAGE MULTIPLE DEDUCTIBLES

SCHEDULE

Loc	Covered Causes of Loss**	Deductible For Each Covered "Auto"	Maximum Deductible in any one event
22	Earthquake	$ 2,000	$ NO
22	All Covered Perils, other than collision, not listed separately on this Schedule	$ 2,000	$ NO

ITEM FIVE - GARAGEKEEPERS COVERAGE

Loc	Covered Causes of Loss**	Deductible For Each Covered "Auto"	Maximum Deductible in any one event
23	Flood	$ 2,000	$ NO
23	Earthquake	$ 2,000	$ NO
23	All Covered Perils, other than collision, not listed separately on this Schedule	$ 2,000	$ NO

ITEM FIVE - GARAGEKEEPERS COVERAGE

Loc	Covered Causes of Loss**	Deductible For Each Covered "Auto"	Maximum Deductible in any one event
24	Flood	$ 2,000	$ NO
24	Earthquake	$ 2,000	$ NO
24	All Covered Perils, other than collision, not listed separately on this Schedule	$ 2,000	$ NO

SCHEDULE EXTENSION

This is an extension of CA T4 14 02 15

GARAGEKEEPERS COVERAGE AND PHYSICAL DAMAGE MULTIPLE DEDUCTIBLES

SCHEDULE

ITEM FIVE - GARAGEKEEPERS COVERAGE

Loc	Covered Causes of Loss**	Deductible For Each Covered "Auto"	Maximum Deductible in any one event
25	Flood	$ 2,000	$ NO
25	Earthquake	$ 2,000	$ NO
25	All Covered Perils, other than collision, not listed separately on this Schedule	$ 2,000	$ NO

ITEM FIVE - GARAGEKEEPERS COVERAGE

Loc	Covered Causes of Loss**	Deductible For Each Covered "Auto"	Maximum Deductible in any one event
26	Flood	$ 2,000	$ NO
26	Earthquake	$ 2,000	$ NO
26	All Covered Perils, other than collision, not listed separately on this Schedule	$ 2,000	$ NO

ITEM FIVE - GARAGEKEEPERS COVERAGE

Loc	Covered Causes of Loss**	Deductible For Each Covered "Auto"	Maximum Deductible in any one event
27	Flood	$ 2,000	$ NO

SCHEDULE EXTENSION

This is an extension of CA T4 14 02 15

GARAGEKEEPERS COVERAGE AND PHYSICAL DAMAGE MULTIPLE DEDUCTIBLES

SCHEDULE

27	Earthquake	$	2,000	$	NO
27	All Covered Perils, other than collision, not listed separately on this Schedule	$	2,000	$	NO

ITEM FIVE - GARAGEKEEPERS COVERAGE

Loc	Covered Causes of Loss**	Deductible For Each Covered "Auto"		Maximum Deductible in any one event	
28	Flood	$	2,000	$	NO
28	Earthquake	$	2,000	$	NO
28	All Covered Perils, other than collision, not listed separately on this Schedule	$	2,000	$	NO

ITEM FIVE - GARAGEKEEPERS COVERAGE

Loc	Covered Causes of Loss**	Deductible For Each Covered "Auto"		Maximum Deductible in any one event	
29	Flood	$	2,000	$	NO
29	Earthquake	$	2,000	$	NO
29	All Covered Perils, other than collision, not listed separately on this Schedule	$	2,000	$	NO

ITEM FIVE - GARAGEKEEPERS COVERAGE

POLICY NUMBER: AD-6Y789675-24-CAG

COMMERCIAL AUTO
ISSUE DATE: 02-14-25

SCHEDULE EXTENSION

This is an extension of CA T4 14 02 15

GARAGEKEEPERS COVERAGE AND PHYSICAL DAMAGE MULTIPLE DEDUCTIBLES

SCHEDULE

ITEM FIVE - GARAGEKEEPERS COVERAGE

Loc	Covered Causes of Loss**	Deductible For Each Covered "Auto"	Maximum Deductible in any one event
30	Flood	$ 2,000	$ NO
30	Earthquake	$ 2,000	$ NO
30	All Covered Perils, other than collision, not listed separately on this Schedule	$ 2,000	$ NO

ITEM FIVE - GARAGEKEEPERS COVERAGE

Loc	Covered Causes of Loss**	Deductible For Each Covered "Auto"	Maximum Deductible in any one event
32	Flood	$ 2,000	$ NO
32	Earthquake	$ 2,000	$ NO
32	All Covered Perils, other than collision, not listed separately on this Schedule	$ 2,000	$ NO

ITEM FIVE - GARAGEKEEPERS COVERAGE

Loc	Covered Causes of Loss**	Deductible For Each Covered "Auto"	Maximum Deductible in any one event
35	Flood	$ 2,000	$ NO

SCHEDULE EXTENSION

This is an extension of CA T4 14 02 15

GARAGEKEEPERS COVERAGE AND PHYSICAL DAMAGE MULTIPLE DEDUCTIBLES

SCHEDULE

35	Earthquake	$	2,000	$	NO
35	All Covered Perils, other than collision, not listed separately on this Schedule	$	2,000	$	NO

ITEM FIVE - GARAGEKEEPERS COVERAGE

Loc	Covered Causes of Loss**	Deductible For Each Covered "Auto"		Maximum Deductible in any one event	
36	Flood	$	2,000	$	NO
36	Earthquake	$	2,000	$	NO
36	All Covered Perils, other than collision, not listed separately on this Schedule	$	2,000	$	NO

ITEM FIVE - GARAGEKEEPERS COVERAGE

Loc	Covered Causes of Loss**	Deductible For Each Covered "Auto"		Maximum Deductible in any one event	
37	Flood	$	2,000	$	NO
37	Earthquake	$	2,000	$	NO
37	All Covered Perils, other than collision, not listed separately on this Schedule	$	2,000	$	NO

ITEM FIVE - GARAGEKEEPERS COVERAGE

SCHEDULE EXTENSION

This is an extension of CA T4 14 02 15

GARAGEKEEPERS COVERAGE AND PHYSICAL DAMAGE MULTIPLE DEDUCTIBLES

SCHEDULE

Loc	Covered Causes of Loss**	Deductible For Each Covered "Auto"	Maximum Deductible in any one event
38	Flood	$ 2,000	$ NO
38	Earthquake	$ 2,000	$ NO
38	All Covered Perils, other than collision, not listed separately on this Schedule	$ 2,000	$ NO

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

CHANGE ENDORSEMENT

Named Insured:
TRICOLOR HOLDINGS, LLC
AND AS PER IL T8 03

Policy Number: AD-6Y789675-24-CAG
Policy Effective Date: 06/16/24
Issue Date: 02/14/25
Additional Premium $ [redacted]

INSURING COMPANY:
THE TRAVELERS INDEMNITY COMPANY

Effective from 02/10/25 at the time of day the policy becomes effective.

THIS INSURANCE IS AMENDED AS FOLLOWS:

THE COMMERCIAL AUTOMOBILE COVERAGE PART IS AMENDED AS FOLLOWS:

SEE SCHEDULE ATTACHED FOR ADDED GARAGE LOCATION(S):
0039

ADD AUTO MEDICAL PAYMENTS COVERAGE AS PER ATTACHED SCHEDULE FOR:
AUTO DEALER LOCATION(S):
0039

ADD LIABILITY COVERAGE AS PER ATTACHED SCHEDULE FOR:
GARAGE LOCATION(S):
0039

ADD GARAGEKEEPER'S LEGAL LIABILITY COVERAGE AS PER ATTACHED SCHEDULE FOR:
GARAGE LOCATION(S):
0039

ADD GARAGEKEEPER'S LEGAL LIABILITY COVERAGE AS PER ATTACHED SCHEDULE FOR:
GARAGE LOCATION(S):
0039

ADD LOCATIONS AND OPERATIONS MEDICAL PAYMENTS COVERAGE AS PER ATTACHED SCHEDULE:
AUTO DEALER LOCATION(S):
0039

NAME AND ADDRESS OF AGENT OR BROKER:
AJG RISK MGMT SERVS LLC (CF134)
12750 MERIT DR
STE 1000
DALLAS, TX 75251

COUNTERSIGNED BY:

Authorized Representative

DATE:

IL T0 07 09 87 PAGE 1 OF 1
OFFICE: DALLAS

TRAVELERS

POLICY NUMBER: AD-6Y789675-24-CAG
EFFECTIVE DATE: 06-16-24
ISSUE DATE: 02-14-25

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

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

IL T0 07 09 87	CHANGE ENDORSEMENT
IL T8 01 10 93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

COMMERCIAL AUTOMOBILE

CA T0 77 02 15	AUTO DEALER DECLARATIONS-ITEM ONE & TWO
CA T0 78 02 15	AUTO DEALER DECS-ITEM THREE & FOUR
CA T0 79 02 15	AUTO DEALER DECLARATIONS - ITEM FIVE
CA T0 83 02 15	AUTO DEALER DECLARATIONS-ITEM NINE & TEN
CA T4 14 02 15	GAR-KEEPERS COV & PHYS DMGE MULTIPLE DED

COMMERCIAL AUTOMOBILE

COMMERCIAL AUTOMOBILE

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

AUTO DEALERS
COVERAGE PART DECLARATIONS

POLICY NUMBER: AD-6Y789675-24-CAG
ISSUE DATE: 02-14-25 AK

ITEM ONE
INSURING COMPANY:
THE TRAVELERS INDEMNITY COMPANY
Declarations Period: From: 06-16-24 to 06-16-25 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

FORM OF BUSINESS: LIMITED LIABILITY CO

The Auto Dealers Coverage Part consists of these Declarations and the Coverage Form shown below.

ITEM TWO
A. COVERAGE AND LIMITS OF INSURANCE

This policy provides only those coverages where a limit, if applicable, is shown in the columns below. Each of the "auto"-related coverages will apply only to those "autos" shown as covered "autos"."Autos" are shown as covered "autos" for the applicable coverages by the entry of one or more of the symbols from section I - Covered Autos Coverages of the Auto Dealers Coverage Form next to the name of the "auto" related coverage.

COVERAGES	COVERED AUTOS	LIMIT OF INSURANCE THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS
COVERED AUTOS LIABILTY	21	$ 1,000,000 EACH ACCIDENT
GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY		$ 1,000,000 EACH ACCIDENT
DAMAGES TO PREMISES RENTED TO YOU		See CA T4 25
PERSONAL AND ADVERTISING INJURY LIABILITY		$ 1,000,000 ANY ONE PERSON OR ORGANIZATION
GENERAL LIABILTY AGGREGATE		$ 3,000,000
PRODUCTS AND WORK YOU PERFORMED AGGREGATE		$ 3,000,000
LOCATIONS AND OPERATIONS MEDICAL PAYMENTS		$ 5,000
ADDED PERSONAL INJURY PROTECTION (or equivalent Added No-fault coverage)		SEPARATELY STATED IN EACH ADDED PIP ENDORSEMENT

CA T0 77 02 15 PAGE (CONTINUED)
PRODUCER: AJG RISK MGMT SERVS LLC CF134 OFFICE: DALLAS 380

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

AUTO DEALERS
COVERAGE PART DECLARATIONS

POLICY NUMBER: AD-6Y789675-24-CAG
ISSUE DATE: 02-14-25 AK

COVERAGES	COVERED AUTOS	LIMIT OF INSURANCE THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS
AUTO MEDICAL PAYMENTS	21	$ 5,000
UNINSURED AND UNDERINSURED MOTORISTS COVERAGE	27 32	See CA T0 30
GARAGEKEEPERS COVERAGE	30	REFER TO ITEM FIVE
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	22 28	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS MINUS $ DEDUCTIBLE FOR EACH COVERED AUTO. See ITEM SIX For Dealers "Autos".
PHYSICAL DAMAGE COLLISION COVERAGE	22 28	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS MINUS $ Ded. FOR EACH COVERED AUTO. See Item Six for Dealers Blanket Collision.
ACTS, ERRORS OR OMISSIONS LIABILITY		$ 500,000 AGGREGATE $ 10,000 PER CLAIM DEDUCTIBLE

B. AUDIT PERIOD: ANNUAL

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

AUTO DEALERS
COVERAGE PART DECLARATIONS

POLICY NUMBER: AD-6Y789675-24-CAG
ISSUE DATE: 02-14-25 AK

C. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS:
Symbols 21-31: See AUTO DEALERS COVERAGE FORM Section I - Covered Autos

SYMBOL 32: ANY AUTO YOU DO NOT OWN AND THAT IS A COVERED AUTO UNDER THIS POLICY FOR LIABILITY INSURANCE AND IT IS LICENSED OR PRINCIPALLY GARAGED IN ILLINOIS.

D. LOSS PAYEE: Any loss under Physical Damage Coverages is payable as interest may appear to you and the Loss Payee named in the Declarations (see Loss Payable Clause below)

E. NUMBERS OF FORMS, SCHEDULES AND ENDORSEMENTS FORMING PART OF THIS COVERAGE PART: SEE IL T8 01 10 93

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

AUTO DEALERS
COVERAGE PART DECLARATIONS

POLICY NUMBER: AD-6Y789675-24-CAG
ISSUE DATE: 02-14-25 AK

LOSS PAYABLE CLAUSE

A. We will pay you and the loss payee named in the policy for "loss" to a covered "auto", as interest may appear.

B. The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.

C. We may cancel the policy as allowed by the CANCELLATION Common Policy Condition. Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.

D. If we make any payment to the loss payee, we will obtain their rights against any other party.

SCHEDULE OF LOSS PAYEES

LOSS PAYEE (Name and Address)

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

AUTO DEALERS COVERAGE PART DECLARATIONS
AUTO DEALERS' SUPPLEMENTARY SCHEDULE
Issue date: 02-14-25

Policy Number: AD -6Y789675-24-CAG

ITEM THREE - LOCATIONS WHERE YOU CONDUCT AUTO DEALER OPERATIONS

Loc No	Address Street and City	State	Zip Code	terr	Cnty/twn Code
1	TERR 1 LOCS SEE CAT804 HOUSTON	TX	77022	001	
2	TERR 2 LOCS SEE CAT804 DALLAS	TX	75218	002	0113
3	11705-11721 VALLEY BLVD EL MONTE	CA	91732	002	

ITEM FOUR-AUTO DEALERS - LIABILITY AND PERSONAL INJURY PROTECTION
(Or Equivalent Or Similar No Fault Coverages) - PREMIUMS

Loc No	Class of Operators	No of Persons	Rating Units	Total Rating Units
1	Cl I Empl-Regular Cl I Empl-A/O Cl II Non-Empl-Under age 25 Cl II Non-Empl-Age 25 or over			
2	Cl I Empl-Regular Cl I Empl-A/O Cl II Non-Empl-Under age 25 Cl II Non-Empl-Age 25 or over			
3	Cl I Empl-Regular Cl I Empl-A/O Cl II Non-Empl-Under age 25 Cl II Non-Empl-Age 25 or over			

[redacted]

	LOCATION # 1		LOCATION # 2		LOCATION # 3		TOTAL
	RATE	PREM	RATE	PREM	RATE	PREM	PREMIUMS
AUTO & GEN LIAB	[redacted]						
LOC & OP MED PAY							
PIP/APIP							
NJ PED PIP							
MICHIGAN PPI							
AUTO MED PAY							
A, E & O LIAB							

CA T0 78 02 15

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

AUTO DEALERS COVERAGE PART DECLARATIONS
AUTO DEALERS' SUPPLEMENTARY SCHEDULE
Issue date: 02-14-25

Policy Number: AD -6Y789675-24-CAG

ITEM THREE - LOCATIONS WHERE YOU CONDUCT AUTO DEALER OPERATIONS

Loc No	Address Street and City	State	Zip Code	terr	Cnty/twn Code
4	TERR 3 LOCS SEE CAT804 SAN ANTONIO	TX	78244	003	0029
5	TERR 4 LOCS SEE CAT804 FORT WORTH	TX	76114	004	0439
6	8070 GATEWAY BOULVARD EL PASO	TX	79907	005	0141

ITEM FOUR-AUTO DEALERS - LIABILITY AND PERSONAL INJURY PROTECTION
(Or Equivalent Or Similar No Fault Coverages) - PREMIUMS

Loc No	Class of Operators	No of Persons	Rating Units	Total Rating Units
4	Cl I Empl-Regular Cl I Empl-A/O Cl II Non-Empl-Under age 25 Cl II Non-Empl-Age 25 or over			[redacted]
5	Cl I Empl-Regular Cl I Empl-A/O Cl II Non-Empl-Under age 25 Cl II Non-Empl-Age 25 or over			
6	Cl I Empl-Regular Cl I Empl-A/O Cl II Non-Empl-Under age 25 Cl II Non-Empl-Age 25 or over			

	LOCATION # 4		LOCATION # 5		LOCATION # 6		TOTAL
	RATE	PREM	RATE	PREM	RATE	PREM	PREMIUMS
AUTO & GEN LIAB LOC & OP MED PAY PIP/APIP NJ PED PIP MICHIGAN PPI AUTO MED PAY A, E & O LIAB	[redacted]						

CA T0 78 02 15

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

AUTO DEALERS COVERAGE PART DECLARATIONS
AUTO DEALERS' SUPPLEMENTARY SCHEDULE
Issue date: 02-14-25

Policy Number: AD -6Y789675-24-CAG

ITEM THREE - LOCATIONS WHERE YOU CONDUCT AUTO DEALER OPERATIONS

Loc No	Address Street and City	State	Zip Code	terr	Cnty/twn Code
7	603 SAN FERNANDO RD SAN FERNANDO	CA	91340	006	
8	4053,4121 S PADRE ISLAND DR CORPUS CHRISTI	TX	78411	007	0355
9	3720 SAUNDERS LAREDO	TX	78041	012	0479

ITEM FOUR-AUTO DEALERS - LIABILITY AND PERSONAL INJURY PROTECTION
(Or Equivalent Or Similar No Fault Coverages) - PREMIUMS

Loc No	Class of Operators	No of Persons	Rating Units	Total Rating Units
7	Cl I Empl-Regular Cl I Empl-A/O Cl II Non-Empl-Under age 25 Cl II Non-Empl-Age 25 or over			[redacted]
8	Cl I Empl-Regular Cl I Empl-A/O Cl II Non-Empl-Under age 25 Cl II Non-Empl-Age 25 or over			
9	Cl I Empl-Regular Cl I Empl-A/O Cl II Non-Empl-Under age 25 Cl II Non-Empl-Age 25 or over			

	LOCATION # 7		LOCATION # 8		LOCATION # 9		TOTAL
	RATE	PREM	RATE	PREM	RATE	PREM	PREMIUMS
AUTO & GEN LIAB LOC & OP MED PAY PIP/APIP NJ PED PIP MICHIGAN PPI AUTO MED PAY A, E & O LIAB	[redacted]						

CA T0 78 02 15

Page 3 (Continued)

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

AUTO DEALERS COVERAGE PART DECLARATIONS
AUTO DEALERS' SUPPLEMENTARY SCHEDULE
Issue date: 02-14-25

Policy Number: AD -6Y789675-24-CAG

ITEM THREE - LOCATIONS WHERE YOU CONDUCT AUTO DEALER OPERATIONS

Loc No	Address Street and City	State	Zip Code	terr	Cnty/twn Code
10	2400 & 4730 FIRESTONE BLVD SOUTH GATE	CA	90280	012	
11	1991 E SPRING STREET LONG BEACH	CA	90806	014	
12	1149 SOUTH LA BREA AVE INGLEWOOD	CA	90301	015	

ITEM FOUR-AUTO DEALERS - LIABILITY AND PERSONAL INJURY PROTECTION
(Or Equivalent Or Similar No Fault Coverages) - PREMIUMS

Loc No	Class of Operators	No of Persons	Rating Units	Total Rating Units
10	Cl I Empl-Regular Cl I Empl-A/O Cl II Non-Empl-Under age 25 Cl II Non-Empl-Age 25 or over			[redacted]
11	Cl I Empl-Regular Cl I Empl-A/O Cl II Non-Empl-Under age 25 Cl II Non-Empl-Age 25 or over			
12	Cl I Empl-Regular Cl I Empl-A/O Cl II Non-Empl-Under age 25 Cl II Non-Empl-Age 25 or over			

	LOCATION # 10		LOCATION # 11		LOCATION # 12		TOTAL
	RATE	PREM	RATE	PREM	RATE	PREM	PREMIUMS
AUTO & GEN LIAB LOC & OP MED PAY PIP/APIP NJ PED PIP MICHIGAN PPI AUTO MED PAY A, E & O LIAB	[redacted]						

CA T0 78 02 15 Page 4 (Continued)

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

AUTO DEALERS COVERAGE PART DECLARATIONS
AUTO DEALERS' SUPPLEMENTARY SCHEDULE
Issue date: 02-14-25

Policy Number: AD -6Y789675-24-CAG

ITEM THREE - LOCATIONS WHERE YOU CONDUCT AUTO DEALER OPERATIONS

Loc No	Address Street and City	State	Zip Code	terr	Cnty/twn Code
13	TERR 23 LOCS SEE CAT804 AUSTIN	TX	78752	023	0453
14	145 E. AUTO CENTER DRIVE FRESNO	CA	93710	033	
15	2760 & 2820 FULTON AVENUE SACRAMENTO	CA	95821	035	

ITEM FOUR-AUTO DEALERS - LIABILITY AND PERSONAL INJURY PROTECTION
(Or Equivalent Or Similar No Fault Coverages) - PREMIUMS

Loc No	Class of Operators	No of Persons	Rating Units	Total Rating Units
13	Cl I Empl-Regular Cl I Empl-A/O Cl II Non-Empl-Under age 25 Cl II Non-Empl-Age 25 or over			[redacted]
14	Cl I Empl-Regular Cl I Empl-A/O Cl II Non-Empl-Under age 25 Cl II Non-Empl-Age 25 or over			
15	Cl I Empl-Regular Cl I Empl-A/O Cl II Non-Empl-Under age 25 Cl II Non-Empl-Age 25 or over			

	LOCATION # 13		LOCATION # 14		LOCATION # 15		TOTAL
	RATE	PREM	RATE	PREM	RATE	PREM	PREMIUMS
AUTO & GEN LIAB LOC & OP MED PAY PIP/APIP NJ PED PIP MICHIGAN PPI AUTO MED PAY A, E & O LIAB	[redacted]						

CA T0 78 02 15

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

AUTO DEALERS COVERAGE PART DECLARATIONS
AUTO DEALERS' SUPPLEMENTARY SCHEDULE
Issue date: 03-28-25

Policy Number: AD -6Y789675-24-CAG

ITEM FOUR-AUTO DEALERS - LIABILITY COVERAGE - PREMIUMS(Continued)

LIABILITY MINIMUM PREMIUM - [redacted]

DEFINITIONS:
Class I-Employees
Regular Operator - Proprietors, owners, executive officers, sales managers, service managers, finance managers and general managers, whether they have an assigned vehicle or not, and any employee whose principal duty involves the operation of covered "autos" or who is furnished a covered "auto".
All Others - All other employees including salespersons who have not been assigned an auto or who do not have permission to access plates for personal use of autos.

NOTE:
1. Part-time employees working an average of 20 hours or more a week for the number of weeks worked are to be counted as one rating unit each.
2. Part-time employees working an average of less than 20 hours a week for the number of weeks worked are to be counted as 1/2 rating unit each.

Class II-Non-Employees
Any of the following persons who are regularly furnished with a covered "auto" : Inactive proprietors, partners or officers and their relatives and the relatives of any person described in Class I.

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

AUTO DEALERS COVERAGE PART DECLARATIONS
Issue Date: 03-28-25

Policy Number: AD -6Y789675-24-CAG

ITEM FIVE
GARAGEKEEPERS COVERAGES AND PREMIUMS

Location No.	Coverages	Limit of Insurance for Each Location
1	COMPREHENSIVE	$ 2,210,000 MINUS THE DEDUCTIBLE AS SHOWN ON CA T4 14 OR $ MINUS $ DEDUCTIBLE FOR ALL PERILS FOR EACH CUSTOMER'S AUTO SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN EACH EVENT AT THIS LOCATION.
	SPECIFIED CAUSES OF LOSS	$ MINUS $ DEDUCTIBLE FOR EACH CUSTOMER'S AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT; OR $ MINUS $ DEDUCTIBLE FOR ALL PERILS FOR EACH CUSTOMER'S AUTO SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT.
	COLLISION	$ 2,210,000 MINUS $ 3,000 DEDUCTIBLE FOR EACH CUSTOMER'S AUTO.

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

AUTO DEALERS COVERAGE PART DECLARATIONS
Issue Date: 03-28-25

Policy Number: AD -6Y789675-24-CAG

ITEM FIVE
GARAGEKEEPERS COVERAGES AND PREMIUMS

Location No.	Coverages	Limit of Insurance for Each Location
2	COMPREHENSIVE	$ 2,040,000 MINUS THE DEDUCTIBLE AS SHOWN ON CA T4 14 OR $ MINUS $ DEDUCTIBLE FOR ALL PERILS FOR EACH CUSTOMER'S AUTO SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN EACH EVENT AT THIS LOCATION.
	SPECIFIED CAUSES OF LOSS	$ MINUS $ DEDUCTIBLE FOR EACH CUSTOMER'S AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT; OR $ MINUS $ DEDUCTIBLE FOR ALL PERILS FOR EACH CUSTOMER'S AUTO SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT.
	COLLISION	$ 2,040,000 MINUS $ 3,000 DEDUCTIBLE FOR EACH CUSTOMER'S AUTO.

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

AUTO DEALERS COVERAGE PART DECLARATIONS
Issue Date: 03-28-25

Policy Number: AD -6Y789675-24-CAG

ITEM FIVE
GARAGEKEEPERS COVERAGES AND PREMIUMS

Location No.	Coverages	Limit of Insurance for Each Location
3	COMPREHENSIVE	$ 100,000 MINUS THE DEDUCTIBLE AS SHOWN ON CA T4 14 OR $ MINUS $ DEDUCTIBLE FOR ALL PERILS FOR EACH CUSTOMER'S AUTO SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN EACH EVENT AT THIS LOCATION.
	SPECIFIED CAUSES OF LOSS	$ MINUS $ DEDUCTIBLE FOR EACH CUSTOMER'S AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT; OR $ MINUS $ DEDUCTIBLE FOR ALL PERILS FOR EACH CUSTOMER'S AUTO SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT.
	COLLISION	$ 100,000 MINUS $ 3,000 DEDUCTIBLE FOR EACH CUSTOMER'S AUTO.

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

AUTO DEALERS COVERAGE PART DECLARATIONS
Issue Date: 03-28-25

Policy Number: AD -6Y789675-24-CAG

ITEM FIVE
GARAGEKEEPERS COVERAGES AND PREMIUMS

Location No.	Coverages	Limit of Insurance for Each Location
4	COMPREHENSIVE	$ 2,000,000 MINUS THE DEDUCTIBLE AS SHOWN ON CA T4 14 OR $ MINUS $ DEDUCTIBLE FOR ALL PERILS FOR EACH CUSTOMER'S AUTO SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN EACH EVENT AT THIS LOCATION.
	SPECIFIED CAUSES OF LOSS	$ MINUS $ DEDUCTIBLE FOR EACH CUSTOMER'S AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT; OR $ MINUS $ DEDUCTIBLE FOR ALL PERILS FOR EACH CUSTOMER'S AUTO SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT.
	COLLISION	$ 2,000,000 MINUS $ 3,000 DEDUCTIBLE FOR EACH CUSTOMER'S AUTO.

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

AUTO DEALERS COVERAGE PART DECLARATIONS
Issue Date: 03-28-25

Policy Number: AD -6Y789675-24-CAG

ITEM FIVE
GARAGEKEEPERS COVERAGES AND PREMIUMS

Location No.	Coverages	Limit of Insurance for Each Location
5	COMPREHENSIVE	$ 690,000 MINUS THE DEDUCTIBLE AS SHOWN ON CA T4 14 OR $ MINUS $ DEDUCTIBLE FOR ALL PERILS FOR EACH CUSTOMER'S AUTO SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN EACH EVENT AT THIS LOCATION.
	SPECIFIED CAUSES OF LOSS	$ MINUS $ DEDUCTIBLE FOR EACH CUSTOMER'S AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT; OR $ MINUS $ DEDUCTIBLE FOR ALL PERILS FOR EACH CUSTOMER'S AUTO SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT.
	COLLISION	$ 690,000 MINUS $ 3,000 DEDUCTIBLE FOR EACH CUSTOMER'S AUTO.

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

AUTO DEALERS COVERAGE PART DECLARATIONS
Issue Date: 03-28-25

Policy Number: AD -6Y789675-24-CAG

ITEM FIVE
GARAGEKEEPERS COVERAGES AND PREMIUMS

Location No.	Coverages	Limit of Insurance for Each Location
6	COMPREHENSIVE	$ 50,000 MINUS THE DEDUCTIBLE AS SHOWN ON CA T4 14 OR $ MINUS $ DEDUCTIBLE FOR ALL PERILS FOR EACH CUSTOMER'S AUTO SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN EACH EVENT AT THIS LOCATION.
	SPECIFIED CAUSES OF LOSS	$ MINUS $ DEDUCTIBLE FOR EACH CUSTOMER'S AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT; OR $ MINUS $ DEDUCTIBLE FOR ALL PERILS FOR EACH CUSTOMER'S AUTO SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT.
	COLLISION	$ 50,000 MINUS $ 3,000 DEDUCTIBLE FOR EACH CUSTOMER'S AUTO.

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

AUTO DEALERS COVERAGE PART DECLARATIONS
Issue Date: 03-28-25

Policy Number: AD -6Y789675-24-CAG

ITEM FIVE
GARAGEKEEPERS COVERAGES AND PREMIUMS

Location No.	Coverages	Limit of Insurance for Each Location
7	COMPREHENSIVE	$ 300,000 MINUS THE DEDUCTIBLE AS SHOWN ON CA T4 14 OR $ MINUS $ DEDUCTIBLE FOR ALL PERILS FOR EACH CUSTOMER'S AUTO SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN EACH EVENT AT THIS LOCATION.
	SPECIFIED CAUSES OF LOSS	$ MINUS $ DEDUCTIBLE FOR EACH CUSTOMER'S AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT; OR $ MINUS $ DEDUCTIBLE FOR ALL PERILS FOR EACH CUSTOMER'S AUTO SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT.
	COLLISION	$ 300,000 MINUS $ 3,000 DEDUCTIBLE FOR EACH CUSTOMER'S AUTO.

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

AUTO DEALERS COVERAGE PART DECLARATIONS
Issue Date: 03-28-25

Policy Number: AD -6Y789675-24-CAG

ITEM FIVE
GARAGEKEEPERS COVERAGES AND PREMIUMS

Location No.	Coverages	Limit of Insurance for Each Location
8	COMPREHENSIVE	$ 70,000 MINUS THE DEDUCTIBLE AS SHOWN ON CA T4 14 OR $ MINUS $ DEDUCTIBLE FOR ALL PERILS FOR EACH CUSTOMER'S AUTO SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN EACH EVENT AT THIS LOCATION.
	SPECIFIED CAUSES OF LOSS	$ MINUS $ DEDUCTIBLE FOR EACH CUSTOMER'S AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT; OR $ MINUS $ DEDUCTIBLE FOR ALL PERILS FOR EACH CUSTOMER'S AUTO SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT.
	COLLISION	$ 70,000 MINUS $ 3,000 DEDUCTIBLE FOR EACH CUSTOMER'S AUTO.

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

AUTO DEALERS COVERAGE PART DECLARATIONS
Issue Date: 03-28-25

Policy Number: AD -6Y789675-24-CAG

ITEM FIVE
GARAGEKEEPERS COVERAGES AND PREMIUMS

Location No.	Coverages	Limit of Insurance for Each Location
9	COMPREHENSIVE	$ 120,000 MINUS THE DEDUCTIBLE AS SHOWN ON CA T4 14 OR $ MINUS $ DEDUCTIBLE FOR ALL PERILS FOR EACH CUSTOMER'S AUTO SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN EACH EVENT AT THIS LOCATION.
	SPECIFIED CAUSES OF LOSS	$ MINUS $ DEDUCTIBLE FOR EACH CUSTOMER'S AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT; OR $ MINUS $ DEDUCTIBLE FOR ALL PERILS FOR EACH CUSTOMER'S AUTO SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT.
	COLLISION	$ 120,000 MINUS $ 3,000 DEDUCTIBLE FOR EACH CUSTOMER'S AUTO.

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

AUTO DEALERS COVERAGE PART DECLARATIONS
Issue Date: 03-28-25

Policy Number: AD -6Y789675-24-CAG

ITEM FIVE
GARAGEKEEPERS COVERAGES AND PREMIUMS

Location No.	Coverages	Limit of Insurance for Each Location
10	COMPREHENSIVE	$ 50,000 MINUS THE DEDUCTIBLE AS SHOWN ON CA T4 14 OR $ MINUS $ DEDUCTIBLE FOR ALL PERILS FOR EACH CUSTOMER'S AUTO SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN EACH EVENT AT THIS LOCATION.
	SPECIFIED CAUSES OF LOSS	$ MINUS $ DEDUCTIBLE FOR EACH CUSTOMER'S AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT; OR $ MINUS $ DEDUCTIBLE FOR ALL PERILS FOR EACH CUSTOMER'S AUTO SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT.
	COLLISION	$ 50,000 MINUS $ 3,000 DEDUCTIBLE FOR EACH CUSTOMER'S AUTO.

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

AUTO DEALERS COVERAGE PART DECLARATIONS
Issue Date: 03-28-25

Policy Number: AD -6Y789675-24-CAG

ITEM FIVE
GARAGEKEEPERS COVERAGES AND PREMIUMS

Location No.	Coverages	Limit of Insurance for Each Location
11	COMPREHENSIVE	$ 50,000 MINUS THE DEDUCTIBLE AS SHOWN ON CA T4 14 OR $ MINUS $ DEDUCTIBLE FOR ALL PERILS FOR EACH CUSTOMER'S AUTO SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN EACH EVENT AT THIS LOCATION.
	SPECIFIED CAUSES OF LOSS	$ MINUS $ DEDUCTIBLE FOR EACH CUSTOMER'S AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT; OR $ MINUS $ DEDUCTIBLE FOR ALL PERILS FOR EACH CUSTOMER'S AUTO SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT.
	COLLISION	$ 50,000 MINUS $ 3,000 DEDUCTIBLE FOR EACH CUSTOMER'S AUTO.

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

AUTO DEALERS COVERAGE PART DECLARATIONS
Issue Date: 03-28-25

Policy Number: AD -6Y789675-24-CAG

ITEM FIVE
GARAGEKEEPERS COVERAGES AND PREMIUMS

Location No.	Coverages	Limit of Insurance for Each Location
12	COMPREHENSIVE	$ 150,000 MINUS THE DEDUCTIBLE AS SHOWN ON CA T4 14 OR $ MINUS $ DEDUCTIBLE FOR ALL PERILS FOR EACH CUSTOMER'S AUTO SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN EACH EVENT AT THIS LOCATION.
	SPECIFIED CAUSES OF LOSS	$ MINUS $ DEDUCTIBLE FOR EACH CUSTOMER'S AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT; OR $ MINUS $ DEDUCTIBLE FOR ALL PERILS FOR EACH CUSTOMER'S AUTO SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT.
	COLLISION	$ 150,000 MINUS $ 3,000 DEDUCTIBLE FOR EACH CUSTOMER'S AUTO.

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

AUTO DEALERS COVERAGE PART DECLARATIONS
Issue Date: 03-28-25

Policy Number: AD -6Y789675-24-CAG

ITEM FIVE
GARAGEKEEPERS COVERAGES AND PREMIUMS

Location No.	Coverages	Limit of Insurance for Each Location
13	COMPREHENSIVE	$ 170,000 MINUS THE DEDUCTIBLE AS SHOWN ON CA T4 14 OR $ MINUS $ DEDUCTIBLE FOR ALL PERILS FOR EACH CUSTOMER'S AUTO SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN EACH EVENT AT THIS LOCATION.
	SPECIFIED CAUSES OF LOSS	$ MINUS $ DEDUCTIBLE FOR EACH CUSTOMER'S AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT; OR $ MINUS $ DEDUCTIBLE FOR ALL PERILS FOR EACH CUSTOMER'S AUTO SUBJECT TO $ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT.
	COLLISION	$ 170,000 MINUS $ 3,000 DEDUCTIBLE FOR EACH CUSTOMER'S AUTO.

CERTIFIED POLICY

This certification is affixed to a policy which is a true and accurate copy of the document in the company's business records as of the date shown below.

No additional insurance is afforded by this copy.

TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

Name of Insuring Company(ies)

CUP-6Y926244	06/16/2024 - 06/16/2025	12/01/2025
Policy Number(s)	**Policy Period(s)**	**Date**



Peter J. Michalik, Director, Operations
Document Management

EXHIBIT 3

One Tower Square, Hartford, Connecticut 06183

POLICY DECLARATIONS
EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE POLICY

POLICY NO.: CUP-6Y926244-24-14
ISSUE DATE: 07/23/2024

INSURING COMPANY: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

1. **NAMED INSURED AND MAILING ADDRESS:** TRICOLOR HOLDINGS, LLC
6021 CONNECTION DRIVE , 4TH FL
IRVING TX 75039

2. **POLICY PERIOD:** From 06/16/2024 to 06/16/2025 12:01 A.M. Standard Time at your mailing address.

3. **LIMITS OF INSURANCE:**

COVERAGES		LIMITS OF LIABILITY
AGGREGATE LIMITS OF LIABILITY	$10,000,000	**General Aggregate**
	$10,000,000	**Products-Completed Operations Aggregate**
EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY	$10,000,000	**Occurrence Limit**
CRISIS MANAGEMENT SERVICE EXPENSES	$50,000	**all Crisis Management Events**

4. **SELF-INSURED RETENTION:** $10,000 **any one occurrence or event**

5. **PREMIUM: $** [redacted] X Flat Charge Adjustable (See Premium Schedule)

6. **TAXES AND SURCHARGES:**

7. On the effective date shown in Item **2.**, the Excess Follow-Form And Umbrella Liability Insurance Policy numbered above includes this Declarations Page and any forms and endorsements shown on the Listing Of Forms, Endorsements And Schedule Numbers.

8. If the Schedule Of Underlying Insurance includes any coverage provided on a claims-made basis, then the following disclaimer applies.

COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

9. If the Schedule Of Underlying Insurance includes any coverage which includes defense expenses within the limits of liability, then the following disclaimer applies:

DEFENSE EXPENSES ARE PAYABLE WITHIN, AND ARE NOT IN ADDITION TO, THE LIMITS OF INSURANCE WITH RESPECT TO SOME OR ALL OF THE COVERAGES PROVIDED.

NAME AND ADDRESS OF AGENT OR BROKER:

AJG RISK MGMT SERVS LLC - CF134
12750 MERIT DR STE 1000
DALLAS TX 75251-1200

COUNTERSIGNED BY:

_____
Authorized Representative

DATE: _____

OFFICE: DALLAS

EU 00 02 09 20

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TRAVELERS

Report Claims Immediately by Calling*

1-800-238-6225

Speak directly with a claim professional
24 hours a day, 365 days a year

*Unless Your Policy Requires Written Notice or Reporting

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE POLICY

A Custom Insurance Policy Prepared for:

TRICOLOR HOLDINGS, LLC
6021 CONNECTION DRIVE , 4TH FL
IRVING TX 75039

This policy consists of this policy cover, the Policy Declarations and the Policy Forms, and endorsements listed in that declaration form.

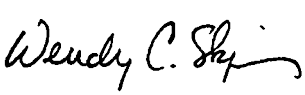
In return for payment of the premium, we agree with the Named Insured to provide the insurance afforded by this policy. That insurance will be provided by the company indicated as insuring company in the Declarations by the abbreviation of its name.

The company listed below (a stock company) has executed this policy, but it is valid only if countersigned on the Declarations by our authorized representative.

TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA (TIL)



President



Secretary

EU 00 06 08 18

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

Travelers

To get information or file a complaint with your insurance company:

Call: Consumer Affairs at 1-860-954-2382

Toll-free: 1-866-894-0687

Online: www.Travelers.com

Email: COMPLAINTS@travelers.com

Mail: Attn: Consumer Affairs, One Tower Square, Hartford, CT 06183

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

POLICY NUMBER: CUP-6Y926244-24-14

EFFECTIVE DATE: 06/16/2024

ISSUE DATE: 07/23/2024

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

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

IL T8 01 01 01	FORMS ENDORSEMENTS AND SCHEDULE NUMBERS

UMBRELLA / EXCESS

EU 00 02 09 20	POLICY DECLARATIONS EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE POLICY
EU 00 03 08 18	SCHEDULE OF UNDERLYING INSURANCE
EU 00 01 07 16	EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE
EU 02 34 07 16	AMENDMENT OF COVERAGE - DEFINITIONS
EU 03 32 08 18	DEALERS ACTS, ERRORS OR OMISSIONS LIABILITY EXCLUSION - COVERAGE A
EU 03 46 08 18	NON CUMULATION OF OCCURRENCE LIMIT
EU 01 44 07 16	COVERAGE FOR FINANCIAL INTEREST IN FOREIGN INSURED ORGANIZATIONS
EU 03 16 08 18	AMENDMENT OF WHO IS AN INSURED - YOUR CUSTOMERS NOT INSUREDS
EU 00 07 07 16	CAP LOSSES - CERT ACTS TERRORSM AND EXCL
EU 01 48 08 22	DAMAGE TO PROPERTY EXCLUSION - COVERAGE A
EU 02 09 08 18	NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM) - COVERAGES A AND B
EU 03 31 08 18	DISCRIMINATION EXCLUSION - COVERAGE B
EU 03 85 04 19	AUTO DEALERS CONTRACTUAL LIABILITY EXCLUSION - COVERAGE A
EU 04 21 09 21	INTELLECTUAL PROPERTY EXCLUSION - COVERAGE B
EU 04 44 01 23	VIOLATION OF BIOMETRIC INFORMATION PRIVACY LAWS EXCLUSION - COVERAGE B
EU 00 70 08 18	TEXAS CHANGES

INTERLINE ENDORSEMENTS

IL T3 68 01 21	FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE

POLICY HOLDER NOTICES

PN T4 54 01 08	IMPORTANT NOTICE REGARDING INDEPENDENT AGENT AND BROKER COMPENSATION
PN T5 68 05 21	IMPORTANT NOTICE - COMPLAINTS - ILLINOIS

PREMIUM SPLIT FORM

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

POLICY NUMBER: CUP-6Y926244-24-14
ISSUE DATE: 07/23/2024
EFFECTIVE DATE: 06/16/2024
EXPIRATION DATE: 06/16/2025

INSURED'S NAME: TRICOLOR HOLDINGS, LLC

S.B.	ACCT. MO.	EFF. DATE	PREMIUM	TOTAL
	07/24	06/16/2024	[redacted]	[redacted]
	07/24	07/16/2024		
	08/24	08/16/2024		
	09/24	09/16/2024		
	10/24	10/16/2024		
	11/24	11/16/2024		
	12/24	12/16/2024		
	01/25	01/16/2025		
	02/25	02/16/2025		
	03/25	03/16/2025		

OFFICE: DALLAS 380
PRODUCER NAME: AJG RISK MGMT SERVS LLC CF134

Page 1 of 1

CG D0 31 10 91

POLICY NUMBER: CUP-6Y926244-24-14

UMBRELLA
ISSUE DATE: 07/23/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

Employee Benefits Liability

Carrier **TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA**

Policy Number **630-6Y822885-24**

Policy Period

From: **06/16/2024**

to: **06/16/2025**

Limits Of Liability	
Each Employee	**$1,000,000**
Aggregate	**$2,000,000**

Commercial General Liability

Carrier **TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA**

Policy Number **630-6Y822885-24**

Policy Period

From: **06/16/2024**

to: **06/16/2025**

Limits Of Liability	
General Aggregate	**$2,000,000**
Products-Completed Operations Aggregate	**$2,000,000**
Personal and Advertising Injury	**$1,000,000**
Each Occurrence	**$1,000,000**

Auto Dealers Liability

Carrier **THE TRAVELERS INDEMNITY COMPANY**

Policy Number **AD-6Y789675-24**

Policy Period

From: **06/16/2024**

to: **06/16/2025**

Limits Of Liability	
Each Accident Covered Auto	**$1,000,000**
Each Accident Bodily Injury Property Damage Liability	**$1,000,000**
Personal and Advertising Injury	**$1,000,000**
General Liability Aggregate	**$3,000,000**
Products And Work You Performed Aggregate	**$3,000,000**

PRODUCER:**AJG RISK MGMT SERVS LLC** OFFICE:**DALLAS 380**

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EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

THIS POLICY, IN PART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE.

COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI – DEFINITIONS**.

SECTION I – COVERAGES

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

1. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage **A** of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", Coverage **A** of this insurance applies to damages that are in excess of that sublimit only if such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance.

2. Coverage **A** of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any provisions to the contrary contained in this insurance.

3. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.

4. For the purposes of Paragraph **1.** above:

a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:

(1) Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess Follow-Form And Umbrella Liability

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Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance";

(2) Payments of "medical expenses" that are covered by that "underlying insurance" and are incurred for "bodily injury" caused by an accident that takes place during the policy period of this Excess Follow-Form And Umbrella Liability Insurance; or

(3) Payments of defense expenses that are covered by that "underlying insurance", only if such "underlying insurance" includes such payments within the limits of insurance. However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for defense expenses that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance".

If the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance is actually reduced or exhausted by other payments, Coverage **A** of this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had such limit not been actually reduced or exhausted by such other payments.

b. If any "underlying insurance" has a limit of insurance greater than the amount shown for that insurance in the Schedule of Underlying Insurance, this insurance will apply in excess of that greater amount. If any "underlying insurance" has a limit of insurance, prior to any reduction or exhaustion by payment of damages, "medical expenses" or defense expenses described in Paragraph **a.** above, that is less than the amount shown for that insurance in the Schedule Of Underlying Insurance, this insurance will apply in excess of the amount shown for such insurance in the Schedule Of Underlying Insurance.

5. When the "underlying insurance" applies on a claims-made basis and includes a retroactive date provision, the retroactive date for Coverage **A** of this insurance is the same as the retroactive date of that "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

1. We will pay on behalf of the insured those sums in excess of the "self-insured retention" that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which Coverage **B** of this insurance applies.

2. Coverage **B** of this insurance applies to "bodily injury" or "property damage" only if:

a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place anywhere in the world;

b. The "bodily injury" or "property damage" occurs during the policy period; and

c. Prior to the policy period, no insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

3. Coverage **B** of this insurance applies to "personal injury" or "advertising injury" caused by an offense arising out of your business, but only if the offense was committed during the policy period anywhere in the world.

4. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.

5. "Bodily injury" or "property damage":

a. Which occurs during the policy period; and

b. Which was not prior to, but was during, the policy period known to have occurred by any insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY** of **SECTION II – WHO IS AN INSURED**, or any "employee" authorized by you to give notice of an "occurrence" or claim;

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includes any continuation, change or resumption of the "bodily injury" or "property damage" after the end of the policy period.

6. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

c. Becomes aware by any other means that the "bodily injury" or "property damage" has occurred or has begun to occur.

7. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

8. Coverage **B** of this insurance does not apply to damages covered by any "underlying insurance" or that would have been covered by any "underlying insurance" but for the exhaustion of its applicable limit of insurance.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

1. We will reimburse the insured, or pay on the insured's behalf, "crisis management service expenses" to which Coverage **C** applies.

2. Coverage **C** of this insurance applies to "crisis management service expenses" that:

a. Arise out of a "crisis management event" that first commences during the policy period;

b. Are incurred by the insured, after a "crisis management event" first commences and before such event ends; and

c. Are submitted to us within 180 days after the "crisis management advisor" advises you that the "crisis management event" no longer exists.

3. A "crisis management event" will be deemed to:

a. First commence at the time when any "executive officer" first becomes aware of an "event" or "occurrence" that leads to that "crisis management event"; and

b. End when we decide that the crisis no longer exists or when the Crisis Management Service Expenses Limit has been exhausted, whichever occurs first.

4. The amount we will pay for "crisis management service expenses" is limited as described in **SECTION III – LIMITS OF INSURANCE**.

5. A "self-insured retention" does not apply to "crisis management service expenses".

6. Any payment of "crisis management service expenses" that we make will not be determinative of our obligations under this insurance with respect to any claim or "suit" or create any duty to defend or indemnify any insured for any claim or "suit".

D. DEFENSE AND SUPPLEMENTARY PAYMENTS

1. We will have the right and duty to defend the insured:

a. Under Coverage **A**, against a "suit" seeking damages to which such coverage applies, if:

(1) The "applicable underlying limit" is the applicable limit of insurance stated for a policy of "underlying insurance" in the Schedule Of Underlying Insurance and such limit has been exhausted solely due to payments as permitted in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; or

(2) The "applicable underlying limit" is the applicable limit of any "other insurance" and such limit has been exhausted by payments of judgments, settlements or medical expenses, or related costs or expenses (if such costs or expenses reduce such limits).

For any "suit" for which we have the right and duty to defend the insured under Coverage **A**, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance"; or

b. Under Coverage **B**, against a "suit" seeking damages to which such coverage applies.

2. We have no duty to defend any insured against any "suit":

a. Seeking damages to which this insurance does not apply; or

b. If any other insurer has a duty to defend.

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3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.

4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.

5. We will pay, with respect to a claim we investigate or settle, or "suit" against an insured we defend:

a. All expenses we incur.

b. The cost of:

(1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or

(2) Appeal bonds and bonds to release attachments;

but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

f. All interest that accrues on the full amount of any judgment after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**, these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE B – UMBRELLA LIABILITY**, these payments will not reduce the applicable limits of insurance.

SECTION II – WHO IS AN INSURED

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

With respect to Coverage **A**, the following persons and organizations qualify as insureds:

1. The Named Insured shown in the Declarations; and

2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:

a. The limits of insurance afforded to such person or organization will be:

(1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or

(2) The limits of insurance of this policy;

whichever is less; and

b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

With respect to Coverage **B**:

1. The Named Insured shown in the Declarations is an insured.

2. If you are:

a. An individual, your spouse is also an insured, but only with respect to the conduct of a business of which you are the sole owner.

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b. A partnership or joint venture, your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, your members are also insureds, but only with respect to the conduct of your business. Your managers are also insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, your "officers" and directors are also insureds, but only with respect to their duties as your "officers" or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, your trustees are also insureds, but only with respect to their duties as trustees.

3. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

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

(2) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees" or "volunteer workers", any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

4. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you

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maintain an ownership interest of more than 50%, on the first day of the policy period is an insured and will qualify as a Named Insured. No such organization is an insured or will qualify as a Named Insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, is an insured and will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage for such organization does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal injury" or "advertising injury" arising out of an offense committed;

before you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Paragraph **B.** of **SECTION II – WHO IS AN INSURED**.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

With respect to Coverage **C**, the following persons and organizations are insureds and will qualify as Named Insureds:

1. The Named Insured shown in the Declarations.

2. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period. No such organization is an insured or will qualify as a Named Insured for "crisis management service expenses" arising out of a "crisis management event" that first commences after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage for such organization does not apply to "crisis management service expenses" arising out of a "crisis management event" that occurred before you acquired or formed the organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay for the amounts described below to which this insurance applies regardless of the number of:

1. Insureds;

2. Claims made or "suits" brought;

3. Number of vehicles involved;

4. Persons or organizations making claims or bringing "suits"; or

5. Coverages provided under this insurance.

As indicated in Paragraph **D.1.** of **SECTION I – COVERAGES**, for any "suit" for which we have the right and duty to defend the insured under Coverage **A**, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance".

B. The General Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and

2. Defense expenses if such expenses are within the limits of insurance of this policy;

except:

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1. Damages and defense expenses because of "bodily injury" or "property damage" included in the "auto hazard";

2. Damages and defense expenses because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; or

3. Damages and defense expenses for which insurance is provided under any Aircraft Liability coverage included as "underlying insurance" to which no aggregate limit applies.

C. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and

2. Defense expenses if such expenses are within the limits of insurance of this policy;

because of "bodily injury" or "property damage" included in the "products-completed operations hazard".

D. Subject to Paragraph **B.** or **C.** above, whichever applies, the Occurrence Limit is the most we will pay for the sum of all:

1. Damages, and defense expenses if such expenses are within the limits of insurance of this policy, under Coverage **A** arising out of any one "event" to which the "underlying insurance" applies a limit of insurance that is separate from any aggregate limit of insurance; and

2. Damages under Coverage **B** because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence".

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

E. The Crisis Management Service Expenses Limit is the most we will pay for the sum of all "crisis management service expenses" arising out of all "crisis management events". Payment of such "crisis management service expenses" is in addition to, and will not reduce, any other limit of insurance of this policy.

F. The limits of insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

SECTION IV – EXCLUSIONS

This insurance does not apply to:

A. With respect to Coverage **A** and Coverage **B**:

1. Asbestos

a. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the damages are caused or contributed to by the hazardous properties of asbestos.

b. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any damages described in Paragraph **a.** above.

c. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

2. Employment-Related Practices

Damages because of injury to:

a. A person arising out of any:

(1) Refusal to employ that person;

(2) Termination of that person's employment; or

(3) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment, applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is

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committed before, during or after the time of that person's employment; or

b. The spouse, child, parent, brother or sister of that person as a consequence of injury to that person as described in Paragraphs **a.(1)**, **(2)** or **(3)** above.

This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

3. ERISA, COBRA And Similar Laws

Any obligation of the insured under:

a. The Employees Retirement Income Security Act Of 1974 (ERISA) or any of its amendments;

b. The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) or any of its amendments; or

c. Any similar common or statutory law of any jurisdiction.

4. Medical Expenses Or Payments

Any obligation of the insured under any "medical expenses" or medical payments coverage.

5. Nuclear Material

Damages arising out of:

a. The actual, alleged or threatened exposure of any person or property to; or

b. The "hazardous properties" of;

any "nuclear material".

As used in this exclusion:

a. "Hazardous properties" includes radioactive, toxic or explosive properties;

b. "Nuclear material" means "source material", "special nuclear material" or "by-product material"; and

c. "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or any of its amendments.

6. Uninsured or Underinsured Motorists, No-Fault And Similar Laws

Any liability imposed on the insured, or the insured's insurer, under any of the following laws:

a. Uninsured motorists;

b. Underinsured motorists;

c. Auto no-fault or other first-party personal injury protection (PIP);

d. Supplementary uninsured/underinsured motorists (New York); or

e. Medical expense benefits and income loss benefits (Virginia).

7. War

Damages arising out of:

a. War, including undeclared or civil war; or

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.

8. Workers Compensation And Similar Laws

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

B. With respect to Coverage **B**:

1. Expected Or Intended Bodily Injury Or Property Damage

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

2. Contractual Liability

"Bodily injury", "property damage", "personal injury" or "advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

3. Liquor Liability

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

a. Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises for consumption on your premises;

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b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

4. Employers Liability

"Bodily injury" to:

a. An "employee" of the insured arising out of and in the course of:

(1) Employment by the insured; or

(2) Performing duties related to the conduct of the insured's business; or

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of "bodily injury" described in Paragraph **a.** above.

This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

b. To any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

5. Pollution

a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".

b. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or any other person or organization test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

6. Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any insured.

7. Auto

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "auto". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "auto".

This exclusion does not apply to "bodily injury" or "property damage" caused by an "occurrence" that takes place outside of the United States of America (including its territories and possessions), Puerto Rico and Canada.

8. Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to a watercraft:

a. While ashore on premises owned by or rented to any insured; or

b. That is 50-feet long or less and that:

(1) You own; or

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(2) You do not own and is not being used to carry any person or property for a charge.

9. Electronic Data

Damages claimed for the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

10. Damage To Property, Products Or Work

"Property damage" to:

a. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person or organization, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

b. Premises you sell, give away or abandon if the "property damage" arises out of any part of those premises;

c. Property loaned to you;

d. Personal property in the care, custody or control of the insured;

e. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations if the "property damage" arises out of those operations;

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

g. "Your product" arising out of "your product" or any part of it; or

h. "Your work" arising out of "your work" or any part of it and included in the "products-completed operations hazard".

11. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property", or property that has not been physically injured, arising out of:

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

b. A delay or failure by you, or anyone acting on your behalf, to fulfill the terms of a contract or agreement.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

12. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

a. "Your product";

b. "Your work"; or

c. "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

13. Violation Of Consumer Financial Protection Laws

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of a "consumer financial protection law", or any other "bodily injury", "property damage", "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such violation.

14. Unsolicited Communication

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

15. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

16. Knowing Violation Of Rights Of Another

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

17. Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

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18. Material Published Or Used Prior To Policy Period

a. "Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

b. "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

19. Criminal Acts

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the insured.

20. Breach Of Contract

"Personal injury" or "advertising injury" arising out of a breach of contract.

21. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

22. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

23. Intellectual Property

"Personal injury" or "advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

a. Copyright;

b. Patent;

c. Trade dress;

d. Trade name;

e. Trademark;

f. Trade secret; or

g. Other intellectual property rights or laws.

This exclusion does not apply to:

a. "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

b. Any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

24. Insureds In Media And Internet Type Business

"Personal injury" or "advertising injury" arising out of an offense committed by an insured whose business is:

a. Advertising, "broadcasting" or publishing;

b. Designing or determining content of web-sites for others; or

c. An Internet search, access, content or service provider.

This exclusion does not apply to Paragraphs **a.(1)**, **(2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

a. Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

b. The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

25. Electronic Chatrooms Or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control.

26. Unauthorized Use Of Another's Name Or Product

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

C. With respect to Coverage **C**:

Newly Acquired, Controlled Or Formed Entities

"Crisis management service expenses" arising out of a "crisis management event" that involves any organization you newly acquire or form and that occurred prior to the date you acquired or formed that organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis

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management event" after the date you acquired or formed such organization.

SECTION V – CONDITIONS

A. APPEALS

1. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit" or "self-insured retention", we may do so.

2. If we appeal such a judgment, we will pay all costs of the appeal. These payments will not reduce the applicable limits of insurance. In no event will our liability exceed the applicable limit of insurance.

B. BANKRUPTCY

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

2. In the event of bankruptcy or insolvency of any "underlying insurer", this insurance will not replace such bankrupt or insolvent "underlying insurer's" policy, and this insurance will apply as if such "underlying insurer" had not become bankrupt or insolvent.

C. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this insurance by mailing or delivering to us advance written notice of cancellation.

2. We may cancel this insurance by mailing or delivering to such first Named Insured written notice of cancellation at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. 60 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver our notice to such first Named Insured's last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this insurance is cancelled, we will send such first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If such first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

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

D. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. No change can be made in the terms of this insurance except with our consent. The terms of this insurance can be amended or waived only by endorsement issued by us and made a part of this policy.

E. CURRENCY

Payments for damages or expenses described in Paragraph **5.** of Paragraph **D.**, **DEFENSE AND SUPPLEMENTARY PAYMENTS**, of **SECTION I – COVERAGES** will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion for such payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceeding the date the payment is processed.

F. DUTIES REGARDING AN EVENT, OCCURRENCE, CLAIM OR SUIT

1. You must see to it that we are notified as soon as practicable of an "event" or "occurrence" which may result in a claim under this insurance. To the extent possible, notice should include:

a. How, when and where the "event" or "occurrence" took place;

b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the names and addresses of any witnesses; and

c. The nature and location of any injury or damage arising out of the "event" or "occurrence".

2. If a claim is made or "suit" is brought against any insured which may result in a claim under this insurance, you must see to it that we receive written notice of the claim or "suit" as soon as practicable.

3. With respect to Coverage **A**, the insured must:

a. Cooperate with us in the investigation, settlement or defense of any claim or "suit";

b. Comply with the terms of the "underlying insurance"; and

c. Pursue all rights of contribution or indemnity against any person or organization who may be liable to the insured because of the injury, damage or loss for which insurance is provided under

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this policy or any policy of "underlying insurance".

4. With respect to Coverage **B**, the insured must:
   a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
   b. Authorize us to obtain necessary records and other information;
   c. Cooperate with us in the investigation, settlement or defense of any claim or "suit"; and
   d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which Coverage **B** may apply.
5. No insured will, except at that insured's own expense, voluntarily make a payment, assume any obligation, make any admission or incur any expense, other than for first aid for "bodily injury" covered by this insurance, without our consent.
6. Knowledge of an "event", "occurrence", claim or "suit" by your agent, servant or "employee" will not constitute knowledge by you, unless your insurance or risk manager, or anyone working in the capacity as your insurance or risk manager, or anyone you designate with the responsibility of reporting an "event", "occurrence", claim or "suit":
   a. Has received notice of such "event", "occurrence", claim or "suit" from such agent, servant or "employee"; or
   b. Otherwise has knowledge of such "event", "occurrence", claim or "suit".

G. DUTIES REGARDING A CRISIS MANAGEMENT EVENT

You must:

1. Notify us within 30 days of a "crisis management event" that may result in "crisis management service expenses".
2. Provide written notice of the "crisis management event" as soon as practicable. To the extent possible, notice should include:
   a. How, when and where that "crisis management event" took place;
   b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the named and addresses of any witnesses;
   c. The nature and location of any injury or damage arising out of that "crisis management event"; and
   d. The reason that "crisis management event" is likely to involve damages covered by this insurance in excess of the "applicable underlying limit" or "self-insured retention" and involve regional or national media coverage.

H. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this insurance:

1. At any time during the policy period;
2. Up to three years after the end of the policy period; and
3. Within one year after final settlement of all claims under this insurance.

I. EXTENDED REPORTING PERIOD OPTION

1. When the "underlying insurance" applies on a claims-made basis, any automatic or basic "extended reporting period" in such "underlying insurance" will apply to this insurance.
2. When the "underlying insurance" applies on a claims-made basis and you elect to purchase an optional or supplemental "extended reporting period" in such "underlying insurance," that "extended reporting period" will apply to this insurance only if:
   a. A written request to purchase an Extended Reporting Period endorsement for this insurance is made by you and received by us within 90 days after the end of the policy period;
   b. You have paid all premiums due for this policy at the time you make such request;
   c. You promptly pay the additional premium we charge for the Extended Reporting Period endorsement for this insurance when due. We will determine that additional premium after we have received your request for the Extended Reporting Period endorsement for this insurance. That additional premium is not subject to any limitation stated in the "underlying insurance" on the amount or percentage of additional premium that may be charged for the "extended reporting period" in such "underlying insurance"; and

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d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.

3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.

4. Except with respect to any provisions to the contrary contained in Paragraphs **1.**, **2.** or **3.** above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

1. We have the right but are not obligated to:

a. Make inspections and surveys at any time;

b. Give you reports on the conditions we find; and

c. Recommend changes.

2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:

a. Are safe or healthful; or

b. Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

1. No person or organization has a right under this insurance:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this insurance unless all of its terms have been fully complied with.

2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:

a. Are not payable under the terms of this insurance; or

b. 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. MAINTENANCE OF UNDERLYING INSURANCE

1. The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage **A** is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:

a. Coverage;

b. Limits of insurance;

c. Termination of any coverage; or

d. Exhaustion of aggregate limits.

3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage **A** is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage **A** is subject to the following provisions:

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1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.

2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.

2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph **4.** below.

3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.

4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED**.

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item **5.** of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.

2. We do not assume responsibility for:

a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or

b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or

2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;

2. Those statements are based upon representations you made to us; and

3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSUREDS

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and

2. Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage **A**, the "underlying insurer", enforce them.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the

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execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:

a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;

b. Next, to us; and

c. Then, to any person or organization (including the insured and with respect to Coverage **A**, the "underlying insurer") that is entitled to claim the remainder, if any.

3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.

2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

V. UNINTENTIONAL OMISSION OR ERROR

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

W. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:

a. A court decision; or

b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and

2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

SECTION VI – DEFINITIONS

A. With respect to all coverages of this insurance:

1. "Applicable underlying limit" means the sum of:

a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; and

b. The applicable limit of insurance of any "other insurance" that applies.

The limits of insurance in any policy of "underlying insurance" will apply even if:

a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or

b. The "underlying insurer" becomes bankrupt or insolvent.

2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.

3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.

5. "Extended reporting period" means any period of time, starting with the end of the policy period of your claims-made insurance, during which claims or "suits" may be first made, brought or reported for that insurance.

6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.

7. "Other insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:

a. Another insurance company;

b. Us or any of our affiliated insurance companies;

c. Any risk retention group;

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d. Any self-insurance method or program, in which case the insured will be deemed to be the provider of such insurance; or

e. Any similar risk transfer or risk management method.

"Other insurance" does not include:

a. Any "underlying insurance"; or

b. Any policy of insurance specifically purchased to be excess of the limits of insurance of this policy shown in the Declarations.

8. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all the work called for in your contract has been completed;

(b) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification listed in a policy of Commercial General Liability "underlying insurance" states that products-completed operations are subject to the General Aggregate Limit.

9. "Suit" means a civil proceeding which alleges damages. "Suit" includes:

a. An arbitration proceeding in which damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding to which the insured submits with our consent.

10. "Underlying insurance":

a. Means the policy or policies of insurance listed in the Schedule Of Underlying Insurance.

b. Includes any renewal or replacement of such policies if such renewal or replacement is during the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

c. Does not include any part of the policy period of any of the policies described in Paragraphs **a.** or **b.** above that began before, or that continues after, the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

11. "Underlying insurer" means any insurer which provides a policy of insurance listed in the Schedule Of Underlying Insurance.

B. With respect to Coverage **B** and, to the extent that the following terms are not defined in the "underlying insurance", to Coverage **A**:

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":

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a. Means injury, other than "personal injury", caused by one or more of the following offenses:

(1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

(2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light; or

(3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

3. "Auto" means:

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

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means:

a. Physical harm, including sickness or disease, sustained by a person; or

b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:

a. By radio or television; or

b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

(1) Radio or television programming being transmitted;

(2) Other entertainment, educational, instructional, music or news programming being transmitted; or

(3) Advertising transmitted with any such programming.

6. "Consumer financial identity information" means any of the following information for a person that is used or collected for the purpose of serving as a factor in establishing such person's eligibility for personal credit, insurance or employment or for the purpose of conducting a business transaction:

a. Part or all of the account number, the expiration date or the balance of any credit, debit, bank or other financial account;

b. Information bearing on a person's credit worthiness, credit standing or credit capacity;

c. Social security number;

d. Driver's license number; or

e. Birth date.

7. "Consumer financial protection law" means:

a. The Fair Credit Reporting Act (FCRA) and any of its amendments, including the Fair and Accurate Credit Transactions Act (FACTA);

b. California's Song-Beverly Credit Card Act and any of its amendments; or

c. Any other law or regulation that restricts or prohibits the collection, dissemination, transmission, distribution or use of "consumer financial identity information".

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

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

10. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

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b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

11. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

12. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

13. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads.

b. Vehicles maintained for use solely on or next to premises you own or rent.

c. Vehicles that travel on crawler treads.

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers.

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers.

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

14. "Occurrence" means:

a. With respect to "bodily injury" or "property damage":

(1) An accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in "bodily injury" or "property damage". All "bodily injury" or "property damage" caused by such exposure to substantially the same general harmful conditions will be deemed to be caused by one "occurrence"; or

(2) An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor, unless you are in the business or occupation of providing professional health care services;

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b. With respect to "personal injury", an offense arising out of your business that results in "personal injury". All "personal injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits"; and

c. With respect to "advertising injury", an offense committed in the course of advertising your goods, products and services that results in "advertising injury". All "advertising injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits".

15. "Officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

16. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

17. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

18. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

19. "Self-insured retention" is the greater of:

a. The amount shown in the Declarations which the insured must first pay under Coverage **B** for damages because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence"; or

b. The applicable limit of insurance of any "other insurance" that applies.

20. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization other than you.

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21. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

22. "Title" means the name of a literary or artistic work.

23. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

24. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed by you.

25. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

26. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

C. With respect to Coverage **C**:

1. "Crisis management advisor" means any public relations firm or crisis management firm approved by us that is hired by you to perform "crisis management services" in connection with a "crisis management event".

2. "Crisis management event" means an "event" or "occurrence" that your "executive officer" reasonably determines has resulted, or may result, in:

a. Damages covered by this Coverage **A** or Coverage **B** that are in excess of the total applicable limits of the "underlying insurance" or "self-insured retention"; and

b. Significant adverse regional or national media coverage.

3. "Crisis management service expenses" means amounts incurred by you, after a "crisis management event" first commences and before such event ends:

a. For the reasonable and necessary:

(1) Fees and expenses of a "crisis management advisor" in the performance for you of "crisis management services" solely for a "crisis management event"; and

(2) Costs for printing, advertising, mailing of materials or travel by your directors, officers, employees or agents or a "crisis management advisor" solely for a "crisis management event"; and

b. For the following expenses resulting from such "crisis management event", provided that such expenses have been approved by us:

(1) Medical expenses;

(2) Funeral expenses;

(3) Psychological counseling;

(4) Travel expenses;

(5) Temporary living expenses;

(6) Expenses to secure the scene of a "crisis management event"; or

(7) Any other expenses pre-approved by us.

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4. "Crisis management services" means those services performed by a "crisis management advisor" in advising you or minimizing potential harm to you from a "crisis management event" by maintaining or restoring public confidence in you.

5. "Executive officer" means your:

a. Chief Executive Officer;

b. Chief Operating Officer;

c. Chief Financial Officer;

d. President;

e. General Counsel;

f. General partner (if you are a partnership); or

g. Sole proprietor (if you are a sole proprietorship);

or any person acting in the same capacity as any individual listed above.

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AMENDMENT OF COVERAGE – DEFINITIONS

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

The following replaces the introduction to Paragraph **B.** of **SECTION VI – DEFINITIONS**:

With respect to Coverages **B** and **C** and, to the extent that the following terms are not defined in the "underlying insurance", to Coverage **A**:

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DEALERS ACTS, ERRORS OR OMISSIONS LIABILITY EXCLUSION – COVERAGE A

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

With respect to COVERAGE **A** – **EXCESS FOLLOW-FORM LIABILITY**, the following exclusion is added to **SECTION IV – EXCLUSIONS**:

Dealers Acts, Errors Or Omissions Liability

Damages as provided under:

a. Auto Dealers Acts, Errors Or Omissions Liability Coverages in any "underlying insurance"; or

b. Any of the following Equipment Dealers coverages in any "underlying insurance":

(1) Title Errors And Omissions Coverage;

(2) Leasing Statutory Errors And Omissions Coverage;

(3) Lending Statutory Errors And Omissions Coverage;

(4) Hourmeter And Odometer Statutory Errors And Omissions Coverage;

(5) Prior Damage Disclosure Statutory Errors And Omissions Coverage; or

(6) Insurance Sales Errors And Omissions Coverage.

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NON CUMULATION OF OCCURRENCE LIMIT

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

PROVISIONS

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

Non cumulation of Occurrence Limit – If the following arise out of any one "event":

a. Damages, or defense expenses if such expenses are within the limits of insurance of this policy, to which this Excess Follow-Form And Umbrella Liability Insurance applies; and

b. Damages to which Excess Follow-Form And Umbrella Liability Insurance, or any other umbrella or excess liability coverage, included in one or more prior or future policies issued to you by us, or any of our affiliated insurance companies, or defense expenses if such expenses are within the limits of insurance of such policy, applies;

this policy's Occurrence Limit applicable to that "event" also will be reduced by the amount of each payment made for the damages and defense expenses described in Paragraph **b.** above by us or any of our affiliated insurance companies under, and within the applicable limit of insurance of, each such other policy. If a Non cumulation of Personal and Advertising Injury Limit or a Non cumulation of Each Occurrence Limit provision in any such prior policy refers to a **COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE** policy, this Excess Follow-Form And Umbrella Liability Insurance will be deemed to be a **COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE** policy for the purposes of each such provision.

2. The following is added to the definition of "other insurance" in Paragraph **A.** of **SECTION VI – DEFINITIONS**:

"Other insurance" also does not include insurance that is provided by, through or on behalf of us or any of our affiliated insurance companies when the Non cumulation of Occurrence Limit provision of Paragraph **D.** of **SECTION III – LIMITS OF INSURANCE** applies.

3. The following is added to Paragraph **4.** in Paragraph **A.**, **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**, of **SECTION I – COVERAGES**:

For the purposes of Paragraph **a.(1)** above, payments of judgments or settlements for damages that would have been covered by "underlying insurance", but are not only because of an Amendment – Non Cumulation Of Each Occurrence Limit Of Liability and Non Cumulation Of Personal and Advertising Injury Limit endorsement in that "underlying insurance" will be deemed to be payments of judgments or settlements for damages that are covered by that "underlying insurance".

For the purposes of Paragraph **a.(3)** above, payments of defense expenses that would have been covered by that "underlying insurance", but are not only because of an Amendment – Non Cumulation Of Each Occurrence Limit Of Liability and Non Cumulation Of Personal and Advertising Injury Limit endorsement in that "underlying insurance" will be deemed to be payments of defense expenses that are covered by that "underlying insurance".

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COVERAGE FOR FINANCIAL INTEREST IN FOREIGN INSURED ORGANIZATIONS

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

PROVISIONS

1. The following is added to Paragraph **A.**, **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**, and Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION I – COVERAGES**:

If a "foreign loss" is incurred by a "foreign insured organization", or by any other insured for whom such "foreign insured organization" is liable, we will reimburse the first Named Insured, or any other Named Insured that is not a "foreign insured organization", for such "foreign loss" because of its "financial interest" in that "foreign insured organization". For purposes of this insurance, amounts we reimburse under:

a. Paragraph **a.** of the definition of "foreign loss" will be deemed to be sums that such Named Insured becomes legally obligated to pay as damages under this policy; and

b. Paragraph **b.** of the definition of "foreign loss" will be deemed to be payments we make under Paragraph **5.** of Paragraph **D.**, **DEFENSE AND SUPPLEMENTARY PAYMENTS**, in **SECTION I – COVERAGES.**

2. The following is added to **SECTION V – CONDITIONS**:

DUTIES IN THE EVENT OF A CLAIM OR SUIT FOR FOREIGN LOSS

If a claim or "suit" for "foreign loss" is made or brought against a "foreign insured organization", or any other insured for whom such "foreign insured organization" is liable, the first Named Insured must:

1. Arrange to investigate and defend such claim or "suit";

2. Notify us in writing in advance of any proposed settlement of such claim or "suit"; and

3. Comply with all other conditions of this insurance as if such claim or "suit" were made or brought against any insured that is not a "foreign insured organization".

3. The following is added to Paragraph **A.** of **SECTION VI – DEFINITIONS**:

"Financial interest" means the insurable interest in a "foreign insured organization" because of:

a. Sole ownership of, or majority ownership interest in, such "foreign insured organization", either directly or through one or more intervening subsidiaries;

b. Indemnification of, or an obligation to indemnify:

(1) Such "foreign insured organization"; or

(2) Any other insured for whom such "foreign insured organization" is liable;

for a "foreign loss"; or

c. An obligation to obtain insurance for such "foreign insured organization".

"Foreign insured organization" means any organization that:

a. Is an insured under **SECTION II – WHO IS AN INSURED**; and

b. Is located in a country or jurisdiction in which we are not licensed to provide this insurance and where providing this insurance would violate the laws or regulations of such country or jurisdiction.

"Foreign loss" means:

a. Sums, in excess of the "applicable underlying limit" or "self-insured retention", that an insured becomes legally obligated to pay as damages because of loss to which the insurance provided under this policy would have applied; or

b. Payments described in Paragraph **5.** of Paragraph **D.**, **DEFENSE AND SUPPLEMENTARY PAYMENTS** in **SECTION I – COVERAGES** that we would have made with respect to any claim or "suit" against an insured:

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(1) That we would have defended, investigated or settled; or

(2) For which we would have paid our part of a judgment;

but for the fact that such insured is located in any country or jurisdiction in which we are not licensed to provide this insurance and where providing this insurance would violate the laws or regulations of such country or jurisdiction.

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AMENDMENT OF WHO IS AN INSURED – YOUR CUSTOMERS NOT INSUREDS

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

The following is added to Paragraph **A.** of **SECTION II – WHO IS AN INSURED**:

Your customer is not an insured with respect to any covered "auto" you own, hire or borrow, regardless of whether such customer has:

a. Available insurance for the ownership, maintenance or use of any "auto"; or

b. Your permission for the use of any covered "auto" you own, hire or borrow.

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POLICY NUMBER: CUP-6Y926244-24-14 UMBRELLA
ISSUE DATE: 07/23/2024

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CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

CERTIFIED ACTS OF TERRORISM SELF-INSURED RETENTION SCHEDULE

Self-Insured Retention For Certified Acts Of Terrorism: $ 10,000 **Each Occurrence**

PROVISIONS

1. The following is added to **SECTION I – COVERAGES**:

If aggregate insured losses attributable to "certified acts of terrorism" exceed $100 billion in a calendar year and we have met our insurer deductible under "TRIA", we will 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.

2. With respect to **COVERAGE B – UMBRELLA LIABILITY** for any "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of a "certified act of terrorism":

a. The following replaces Paragraph **1.** in Paragraph **D.**, **DEFENSE AND SUPPLEMENTARY PAYMENTS**, of **SECTION I – COVERAGES**:

1. We will have the right, but not the duty, to defend the insured under **COVERAGE B – UMBRELLA LIABILITY** against a "suit" seeking damages to which such coverage applies.

b. The following replaces the definition of "self-insured retention" in Paragraph **B.** of **SECTION VI – DEFINITIONS**:

"Self-insured retention" means the Self-Insured Retention For Certified Acts Of Terrorism shown in the Certified Acts Of Terrorism Self-Insured Retention Schedule which the insured must first pay under Coverage **B** for damages because of all any "bodily injury", "property damage", "personal injury" or "advertising injury" included in any one "occurrence". If no entry appears in the Certified Acts Of Terrorism Self-Insured Retention Schedule, the Self-Insured Retention For Certified Acts Of Terrorism is deemed to be $1,000,000.

3. The following exclusion is added to Paragraph **A.** of **SECTION IV – EXCLUSIONS**:

Acts Of Terrorism Committed Outside The United States

Damages arising out of any "act of terrorism" that is committed outside the United States of America (including its territories and possessions) and Puerto Rico.

This exclusion does not apply to damages arising out of any "act of terrorism" that results in loss occurring to:

(1) An air carrier (as defined in Section 40102 of title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States); or

(2) The premises of any United States mission.

4. The following is added to Paragraph **A.** of **SECTION VI – DEFINITIONS**:

"Act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in

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accordance with the provisions of "TRIA", to be an act of terrorism pursuant to "TRIA". The criteria contained in "TRIA" for a "certified act of terrorism" include the following:

a. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to "TRIA"; and

b. 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.

"TRIA" means the federal Terrorism Risk Insurance Act of 2002 as amended.

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DAMAGE TO PROPERTY EXCLUSION – COVERAGE A

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

With respect to **COVERAGE A – EXCESS FOLLOW FORM LIABILITY**, the following exclusion is added to **SECTION IV – EXCLUSIONS**:

Damage To Property

Damages arising out of "property damage" to:

a. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

b. Premises you sell, give away or abandon if the "property damage" arises out of any part of those premises;

c. Property loaned to you;

d. Personal property in the care, custody or control of the insured;

e. That particular part of real property on which you or any contractors or sub-contractors working directly or indirectly on your behalf are performing operations if the "property damage" arises out of those operations; or

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

Paragraph **b.** above does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraph **f.** above does not apply to "property damage" included in the "products-completed operations hazard".

Paragraphs **c., d.**, **e.** and **f.** above do not apply to liability assumed under a sidetrack agreement.

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NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM) – COVERAGES A AND B

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

PROVISIONS

1. The following replaces Exclusion **5.**, **Nuclear Material**, in Paragraph **A.** of **SECTION IV – EXCLUSIONS**:

Nuclear Energy Liability (Broad Form)

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

(1) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

b. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

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

(1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or **(b)** has been discharged or dispersed therefrom;

(2) 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

(3) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. The following is added to Paragraph **A.** of **SECTION VI – DEFINITIONS**:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

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

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

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"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; or

d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste".

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

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DISCRIMINATION EXCLUSION – COVERAGE B

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

The following exclusion is added to Paragraph **B.** of **SECTION IV – EXCLUSIONS**:

Discrimination

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of discrimination based upon a person's sex, sexual orientation, marital status, pregnancy, race, color, creed, religion, national origin, citizenship, veteran status, age, genetic information or physical or mental disability, or any other characteristic, attribute, trait, condition or status that qualifies a person for protection against discrimination under federal, state or local law.

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AUTO DEALERS CONTRACTUAL LIABILITY EXCLUSION – COVERAGE A

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

With respect to **COVERAGE A – EXCESS FOLLOW FORM LIABILITY**, the following exclusion is added to **SECTION IV – EXCLUSIONS**:

Contractual Liability

Damages arising out of the liability for the "products-completed operations hazard" assumed by an insured under any contract or agreement with any:

a. Manufacturer;

b. Distributor; or

c. Supplier

of "autos" or "auto" parts.

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INTELLECTUAL PROPERTY EXCLUSION – COVERAGE B

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

The following replaces Exclusion **23.**, **Intellectual Property**, in Paragraph **B.** of **SECTION IV – EXCLUSIONS**:

23. Intellectual Property

"Personal injury" or "advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

a. Copyright;

b. Patent;

c. Trade dress;

d. Trade name;

e. Trademark;

f. Trade secret; or

g. Other intellectual property rights or laws.

This exclusion applies regardless of whether the allegation of infringement or violation of any of these rights or laws is made by any person or organization making the claim or bringing the "suit", by any insured or by any other party to the claim or "suit".

This exclusion does not apply to:

a. "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

b. Any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

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VIOLATION OF BIOMETRIC INFORMATION PRIVACY LAWS EXCLUSION – COVERAGE B

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

PROVISIONS

1. The following exclusion is added to Paragraph **B.** of **SECTION IV – EXCLUSIONS**:

Violation Of Biometric Information Privacy Laws

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of a "biometric information privacy law", or any other "bodily injury", "property damage", "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such violation.

2. The following is added to Paragraph **B.** of **SECTION VI – DEFINTIONS**:

"Biometric information":

a. Means information about a person's physical, biological or behavioral characteristics that can be used to identify such person.

b. Includes a person's retina or iris scan, fingerprint, voiceprint, scan of hand or face or other body geometry, DNA, vein pattern, keystroke pattern or rhythm, gait pattern or rhythm, or sleep, health or exercise data that contain identifying information.

"Biometric information privacy law" means the parts of any law, ordinance, regulation or governmental rule that govern or relate to the collection, storage, disclosure, retention, destruction, protection, use, sale, lease or trade of "biometric information".

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TEXAS CHANGES

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

PROVISIONS

1. The following replaces Paragraph **2.** in Paragraph **C.**, **CANCELLATION**, of **SECTION V – CONDITIONS**:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.

However, if a condominium association is a Named Insured under this policy, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then the notice of cancellation, as described above, will be provided to the first Named Insured 30 days before the effective date of cancellation. We will also provide 30 days written notice to each unit-owner to whom we issued a certificate or memorandum of insurance, by mailing or delivering the notice to each last mailing address known to us.

The permissible reasons for cancellation are as follows:

a. If this policy has been in effect for 60 days or less, we may cancel for any reason except that, under the provisions of the Texas Insurance Code, we may not cancel this policy solely because the policyholder is an elected official.

b. If this policy has been in effect for more than 60 days, or if it is a renewal or continuation of a policy issued by us, we may cancel only for one or more of the following reasons:

(1) Fraud in obtaining coverage;

(2) Failure to pay premiums when due;

(3) An increase in hazard within the control of the insured which would produce an increase in rate;

(4) Loss of our reinsurance covering all or part of the risk covered by the policy; or

(5) If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.

2. The following is added to Paragraph **F.**, **DUTIES REGARDING AN EVENT, OCCURRENCE, CLAIM OR SUIT**, of **SECTION V – CONDITIONS**:

Unless we are prejudiced by the insured's or your failure to comply with the requirement to give notice, any provision of this insurance requiring you or any insured to give notice of an "event", claim or "suit", or to forward demands, notices, summonses or legal papers in connection with a claim or "suit", will not bar liability under this policy.

3. The following is added to **SECTION V – CONDITIONS**:

NOTICE OF SETTLEMENT OFFER OR SETTLEMENT

If a claim is made or "suit" brought against you under this policy, and, we associate with any insured in the initial offer to compromise or settle the claim or "suit"; we must notify the first Named Insured shown in the Declarations within 10 business days after the date on which that offer is made. If a claim or "suit" under this policy is settled, and, we associated with any insured in the settlement of that claim or "suit", we must notify such first Named Insured within 30 days after the settlement.

WHEN WE DO NOT RENEW

1. We may elect not to renew this policy except that, under the provisions of the Texas Insurance Code, we may not refuse to renew this policy solely because the policyholder is an elected official.

2 This Paragraph **2.** applies unless the policy qualifies under Paragraph **3.** below.

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If we elect not to renew this policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.

3. If this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then we will mail or deliver written notice of nonrenewal, at least 30 days before the expiration or anniversary date of the policy, to:

a. The first Named Insured; and

b. Each unit-owner to whom we issued a certificate or memorandum of insurance.

We will mail or deliver such notice to each last mailing address known to us.

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

5. The transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.

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INTERLINE ENDORSEMENTS

INTERLINE ENDORSEMENTS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE

This endorsement applies to the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CYBERFIRST ESSENTIALS GENERAL PROVISIONS FORM
CYBERFIRST GENERAL PROVISIONS FORM
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EMPLOYMENT PRACTICES LIABILITY+ WITH IDENTITY FRAUD EXPENSE REIMBURSEMENT COVERAGE PART
ENVIRONMENTAL HAZARD POLICY
EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE
EXCESS (FOLLOWING FORM) LIABILITY INSURANCE
LAW ENFORCEMENT LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MANUFACTURERS ERRORS AND OMISSIONS LIABILITY COVERAGE PART
MEDFIRST PRODUCTS/COMPLETED OPERATIONS, ERRORS AND OMISSIONS, AND INFORMATION SECURITY LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION
TRIBAL BUSINESS MANAGEMENT LIABILITY COVERAGE PART
Any other Commercial Liability coverage included in this policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended

PROVISIONS

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA") establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean 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 certain air carriers or vessels 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.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA). In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds $100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed $100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is included in the premium for such coverage. The charge for such Insured Losses that has been included for each such coverage is the percentage of the premium for such coverage indicated below, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA:

1%.

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POLICYHOLDER NOTICES

POLICYHOLDER NOTICES

IMPORTANT NOTICE – INDEPENDENT AGENT AND BROKER COMPENSATION

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For information about how Travelers compensates independent agents and brokers, please visit www.travelers.com, call our toll-free telephone number 1-866-904-8348, or request a written copy from Marketing at One Tower Square, 2GSA, Hartford, CT 06183.

IMPORTANT NOTICE – COMPLAINTS – ILLINOIS

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If you are having problems, you may contact your insurance agent directly or you may contact the company at:

Mail: Consumer Affairs
One Tower Square
Hartford, CT 06183

Phone: (860) 277-1561 or toll free (866) 894-0687

Email: consumeraffairs@travelers.com

The addresses and phone numbers of the consumer complaint division of the Illinois Department of Insurance are:

Illinois Department of Insurance
Consumer Division
122 S. Michigan Ave. – 19th Floor
Chicago, IL 60603
312-814-2420 phone

And

Illinois Department of Insurance
Consumer Division
320 W Washington St
Springfield, IL 62767
217-782-4515 phone

Complaints may also be filed electronically to the Illinois Department of Insurance at:

https://mc.insurance.illinois.gov/messagecenter.nsf

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS

In re: TRICOLOR HOLDINGS, LLC, *et al.*, Debtors.	Chapter 7 Case No. 25-33487-mvl7 (Jointly Administered)

ORDER GRANTING RELIEF FROM AUTOMATIC STAY

Kerrion Martin, Ajia McKnight, Ronnie Brown, and Mechell Brown, Individually and as Next of Friend of J.D. (the "Movants"), filed a motion for relief from the automatic stay solely to allow the Movants to (a) liquidate their claims against TriColor in the prepetition litigation pending before 101st District Court for Dallas County, Texas, as cause no. DC-24-18605 (the "State Court Litigation") through final judgment and (b) recover any judgment from the available insurance. The Movants represented to the Court that they had served the motion in accordance with all applicable rules and provided notice of the hearing. After hearing, and for the reasons stated on the record, relief from the stay is GRANTED.

Accordingly, it is ORDERED that:

1. The Movants are granted relief from the automatic stay to (a) liquidate their claims against TriColor in the State Court Litigation through final judgment and (b) obtain recovery from any available insurance of the Debtors or any other party.

2. The automatic stay shall remain in effect with respect to any efforts to collect any judgment or settlement in the State Court Litigation from the Debtors, except from insurance of the Debtors.

3. The relief granted in this Order is without prejudice to the Movants' rights to seek additional relief. Nothing in this Order shall be construed as a waiver of the Movants' rights under state law.

4. This Court retains jurisdiction with respect to any matters, claims, rights, or disputes arising from or related to the interpretation or enforcement of this Order.

Dated: _____, 2026

_____
UNITED STATES BANKRUPTCY JUDGE