

IMPORTANT INFORMATION ABOUT YOUR POLICY

Dear Policyholder,

Thank you for binding your coverage with StarStone; we sincerely appreciate the trust you have placed in us. We seek to build and maintain a long lasting relationship with every policyholder and this begins with timely communication and meeting your service expectations.

Please report all claim notifications to the following email address:

Claims@StarStone.com

If you are unable to contact us via email, please notify us using the following information:

Attn: **John Reitwiesner**, VP, Head Of Casualty Claims
StarStone US Services Claims Office
Harborside Financial Center
Plaza Five, Suite 2600
Jersey City, New Jersey 07311
t: 1-201-743-7762
John.Reitwiesner@StarStone.com

Should you have any questions regarding reporting obligations please feel free to contact me.

We look forward to serving you and wish to thank you again for your business.



John Reitwiesner
VP, Head Of Casualty Claims



Harborside Financial Center
Harborside 5
185 Hudson Street, Suite 2600
Jersey City, NJ 07311
Tel: 201 743 7700
Fax: 201 743 7701
www.starstone.com

Report claims to: claims@starstone.com

STARSTONE NATIONAL INSURANCE COMPANY

HOME OFFICE: WILMINGTON DELAWARE

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

DECLARATIONS

POLICY NO.:56301E181ALI

RENEWAL OF:56301E170ALI

- ITEM 1.** (a) NAME INSURED: Leader Electric Co, Inc.
(b) ADDRESS: 410 West 127th Street

NEW YORK, NY 10027
- ITEM 2.** POLICY PERIOD: Inception Date: 02/22/2018 To: 02/22/2019
(12:01 A.M. prevailing time at the address stated in Item 1 above)
- ITEM 3.** RETROACTIVE DATE: Not Applicable
- ITEM 4.** COVERAGE: Following Form Excess Liability
- ITEM 5.** LIMITS OF LIABILITY: \$5,000,000 Per Occurrence
\$5,000,000 Other Aggregate
\$5,000,000 Products/Completed Operations Aggregate

Excess of Limits in **Item 6** below
- ITEM 6.** LIMITS OF UNDERLYING POLICIES: Please see Schedule of Underlying Insurance.
- ITEM 7.** FOLLOWED POLICY: Please see Schedule of Underlying Insurance.
- ITEM 8.** (a) PREMIUM: \$26,056
(b) MINIMUM EARNED PREMIUM: 0%

ITEM 9. NOTICE TO THE INSURER:

- (a) All notices of Occurrence or Claim: Claim Department
 - (b) All other notices: Underwriting Department
- At the address and numbers shown at the top of the Delcarations Page.

ITEM 10. POLICY FORM: CRF XSP 001 CW 12 16 together with endorsements as per attached form
SSN EXS 0004 CW 12 16 Schedule of Endorsements:



Authorized Representative

Date of Issue: 02/28/2018

COMMERCIAL EXCESS LIABILITY POLICY

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

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the Declarations and any other person or organization qualifying as an Insured under the “Underlying Insurance”. The words “we” and “us” refer to the COMPANY shown in the DECLARATIONS. Other words and phrases that appear in quotation marks have special meanings. Refer to Definitions (SECTION V).

SECTION I – EXCESS LIABILITY INSURANCE

1. Insuring Agreement

- a. We will pay those sums in excess of the limits shown in Item 6 of the Declarations, Schedule of Underlying Insurance, that you become legally obligated to pay as damages because of injury or damage to which this insurance applies, provided that the “Underlying Insurance” also applies, or would apply but for the exhaustion of its applicable Limits of Insurance.
- b. This insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the “Underlying Insurance”, except:
 - (1) We will have no obligation under this insurance with respect to any claim or suit that is settled without our consent; and
 - (2) With respect to any provisions to the contrary contained in this insurance.
- c. The amount we will pay for damages shall not exceed the Limits of Insurance stated in Item 4. of the Declarations.
- d. We will have the right to participate in the defense of claims or suits against you seeking damages because of injury to which this insurance may apply. We will have a duty to defend such claims or suits when the applicable limit of insurance of the “Underlying Insurance” has been exhausted by payment of judgements, settlements and any cost or expense subject to such limit. We may, at our discretion, investigate and settle any claim or suit. Our right and duty to defend end when the applicable limit shown in the Declarations has been used up by our payment of judgements or settlements.

SECTION II – EXCLUSIONS

The exclusions applicable to the “Underlying Insurance” also apply to this insurance.

SECTION III – LIMITS OF INSURANCE

1. The Limit of Insurance shown in the Declarations as EACH OCCURRENCE is the most we will pay for damages arising out of any one occurrence or offense.
2. The Limit of Insurance shown in the Declarations as AGGREGATE WHERE APPLICABLE shall apply in the same manner as the aggregate limits shown in the SCHEDULE OF UNDERLYING INSURANCE.

SECTION IV – CONDITIONS

If any of the following conditions are contrary to conditions contained in the “Underlying Insurance” the provisions contained in this policy apply.

1. Appeals

In the event the underlying insurer(s) elects not to appeal a judgment in excess of the limits of the “Underlying Insurance”, we may elect to make such an appeal. If we so elect, we shall be liable, in addition to the applicable Limits of Insurance, for all defense expenses we incur.

2. Maintenance of “Underlying Insurance”

You agree to maintain the “Underlying Insurance” in full force and effect during the term of this policy, and to inform us within 30 days of any replacement or material change of that “Underlying Insurance” by the same or another company. If you do not maintain the “Underlying Insurance” in full force and effect or fail to meet all conditions and warranties of such “Underlying Insurance”, this policy shall apply as if those policies were available and collectible.

Reduction or exhaustion of the aggregate limit of any "Underlying Insurance" by payments for judgments, settlements or any costs or expenses subject to that limit, will not be a failure to maintain Underlying Insurance" in full force and effect.

No statement contained in this condition limits our right to cancel or not renew this policy.

For purposes of this policy, if any "Underlying Insurance" is not available or collectible because of:

- a. the bankruptcy or insolvency of the underlying insurer(s) providing such "Underlying Insurance"; or
- b. the inability or failure for any other reason of such underlying insurer(s) to comply with any of the obligations of its policy;

then this policy shall apply (and amounts payable hereunder shall be determined) as if such "Underlying Insurance" were available and collectible.

3. Other Insurance

This insurance is excess over any other valid and collectible insurance whether primary, excess, contingent or any other basis, except other insurance written specifically to be excess over this insurance. However, to the extent required under written contract and provided by "underlying insurance", this policy will apply as primary insurance, excess of "underlying insurance", to additional insureds, and other insurance which may be available to such additional insureds will be non-contributory.

4. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering advance written notice of cancellation to us.
2. We may cancel this policy by mailing or delivering written notice of cancellation to the first Named Insured 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 the Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. 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.

5. Policy Period

This insurance will respond to injury or damage that occurs, or arises from an offense committed, during the Policy Period shown in the Declarations.

SECTION V – DEFINITIONS

1. "Underlying Insurance" means the policies or self-insurance listed in the Schedule of Underlying Insurance, any replacements thereof and other policies purchased or issued for newly acquired or formed organizations. Policies purchased or issued replacements of policies or self-insurance listed in the Schedule of Underlying Insurance or for newly acquired or formed organizations shall not be more restrictive than those listed in the Schedule of Underlying Insurance. All "Underlying Insurance" shall be maintained by you in accordance with Condition 2. of this policy.

Endorsement Number: 1

Policy Number: 56301E181ALI

Issued To: Leader Electric Co, Inc.

Effective Date of Endorsement: 02/22/2018 at 12:01 AM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

SCHEDULE OF FORMS AND ENDORSEMENTS

FORM NO. FORMS AND ENDORSEMENTS

SSN EXS 0002 CW 12 16 - Excess Liability - Declarations

CRF XSP 001 12 16 - Commercial Excess Liability Insurance Policy

1. SSN EXS 0004 CW 12 16 - Schedule of Endorsements
2. SSN EXS 0005 CW 12 16 - StarStone National Schedule of Underlying
3. CRF XSE 001 12 16 - Asbestos Exclusion
4. CRF XSE 002 03 17 - Contractors Limitation
5. CRF XSE 003 12 16 - Exclusion - Sublimited Underlying Coverage
6. CRF XSE 004 12 16 - Cyber Liability Exclusion
7. CRF XSE 005 12 16 - War or Terrorism Liability Exclusion
8. CRF XSE 009 12 16 - Per Project/Location Aggregate Subject to Cap
9. CRF XSE 012 12 16 - EIFS Exclusion
10. CRF XSE 016 12 16 - Uninsured/Underinsured Motorist Exclusion
11. CRF XSE 017 12 16 - Nuclear Energy Liability Exclusion
12. CRF XSE 018 12 16 - Abuse or Molestation Exclusion
13. CRF XSE 019 12 16 - Fungi or Bacteria Exclusion
14. CRF XSE 020 12 16 - Silica Exclusion
15. CRF XST 001 12 16 - Other Acts of Terrorism Exclusion Except for Certified Acts of Terrorism
16. CRF XST 002 12 16 - Exclusion of Punitive Damages Related to Certified Acts of Terrorism
17. CRF XST 003 12 16 - Disclosure Pursuant to Terrorism Risk Insurance Act
18. CRF XST 004 12 16 - Cap on Losses From Certified Acts of Terrorism
19. CRF XSE 023 03 17 - Unimpaired Aggregate Endorsement
20. CRF XSE 026 03 17 - Cross Suits Exclusion
21. CRF XSE 022 02 17 - Exclusion Designated Work

Endorsement Number: 2
Policy Number: 56301E181ALI

Issued To: Leader Electric Co, Inc.

Effective Date of Endorsement: 02/22/2018 at 12:01 AM

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

SCHEDULE OF UNDERLYING INSURANCE

COVERAGE	INSURER POLICY PERIOD POLICY NUMBER	APPLICABLE LIMITS
COMMERCIAL GENERAL LIABILITY	The Hanover Insurance Co. 2/22/2018 - 2019 ZHY D176830	\$1,000,000 EACH OCCURRENCE \$2,000,000 OTHER AGGREGATE Per Project \$2,000,000 PRODUCTS COMPLETED OPERATIONS AGGREGATE \$1,000,000 PERSONAL AND ADVERTISING INJURY LIMIT
AUTOMOBILE LIABILITY	Utica National Insurance Co. of TX 2/22/2018 - 2019 5016366	COMBINED SINGLE LIMIT \$1,000,000

*The above Schedule applies to any renewals or replacements thereof

This Endorsement Changes The Policy. Please Read It Carefully.

ASBESTOS EXCLUSION

Endorsement Number: **3**

Policy Number: **56301E181ALI**

Issued To: **Leader Electric Co, Inc.**

Effective Date of Endorsement: **02/22/2018 at 12:01 AM**

This endorsement modifies insurance provided under the following:

Commercial Excess Liability Policy

This insurance does not apply to:

1. Any liability caused by, resulting from or arising out of asbestos, removal of asbestos, exposure to asbestos, or any products containing asbestos;
2. The costs of abatement, mitigation, removal or disposal of asbestos;
3. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with items 1. or 2. above; and
4. Any obligation to share damages with or repay someone else who must pay damages in connection with items 1., 2., or 3. above.

This Endorsement Changes The Policy. Please Read It Carefully.

CONTRACTOR'S LIMITATION

Endorsement Number: **4**

Policy Number: **56301E181ALI**

Issued To: **Leader Electric Co, Inc.**

Effective Date of Endorsement: **02/22/2018 at 12:01 AM**

This endorsement modifies insurance provided under the following:

Commercial Excess Liability Policy

Excluded Hazards

This policy does not apply to any liability for:

1. Property damage to any property or equipment rented, leased or loaned to the Named Insured;
2. Property damage to property being installed or erected by or for the Named Insured;
3. Bodily injury or property damage arising out of any project for which you are, or ever were, included as an insured under any owner-controlled, consolidated (wrap-up) insurance program or similar rating plan.

This exclusion applies whether or not the consolidated (wrap-up) insurance program or similar rating plan:

- a. Provides coverage identical to that provided by this policy;
 - b. Has limits adequate to cover all claims; or
 - c. Remains in effect;
4. Bodily injury or property damage arising out of any professional services performed by or for the Named Insured, including but not limited to the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications, and any supervisory, inspection or engineering services;

However, this exclusion shall not apply insofar as coverage is provided by "underlying insurance".
 5. Bodily injury or property damage arising out of any Joint Venture or Partnership of which any insured is a member and which is not designated in this policy as a Named Insured; or
 6. Property damage to 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

This Endorsement Changes The Policy. Please Read It Carefully.

EXCLUSION - SUBLIMITED UNDERLYING COVERAGE

Endorsement Number: **5**

Policy Number: **56301E181ALI**

Issued To: **Leader Electric Co, Inc.**

Effective Date of Endorsement: **02/22/2018 at 12:01 AM**

This endorsement modifies insurance provided under the following:

Commercial Excess Liability Policy

This insurance shall not apply to any occurrence for which "underlying insurance" does not provide coverage for at least the applicable limits shown on the Schedule of Underlying Insurance.

However, this exclusion shall not apply if the applicable limits of the "underlying insurance" are only reduced or only exhausted by payment for "bodily injury", "property damage" or "covered pollution cost or expense" which occurs or "personal and advertising injury" which is committed during the policy period of this policy.

This Endorsement Changes The Policy. Please Read It Carefully.

CYBER LIABILITY EXCLUSION

Endorsement Number: **6**

Policy Number: **56301E181ALI**

Issued To: **Leader Electric Co, Inc.**

Effective Date of Endorsement: **02/22/2018 at 12:01 AM**

This endorsement modifies insurance provided under the following:

Commercial Excess Liability Policy

The following is added to SECTION II. - EXCLUSIONS:

Any liability however caused, arising directly or indirectly out of:

1. The loss of or alteration of any electronic data, electronic information, computer applications software, computer operations software or any other similar data, information or software in any computer hardware, computer system, computer network, or the "Internet"; or
2. Injury or damage to any computer hardware, computer system, computer network, or the "internet" as a result of 1. above.

As used in this endorsement, "Internet" shall mean the worldwide public network of computers as it currently exists or may be manifested in the future, including the "internet", an intranet, an extranet or a virtual public

This Endorsement Changes The Policy. Please Read It Carefully.

WAR OR TERRORISM LIABILITY EXCLUSION

Endorsement Number: 7

Policy Number: 56301E181ALI

Issued To: **Leader Electric Co, Inc.**

Effective Date of Endorsement: 02/22/2018 at 12:01 AM

This endorsement modifies insurance provided under the following:

Commercial Excess Liability Policy

The following is added to SECTION II. - EXCLUSIONS:

War Or Terrorism Liability

To any liability any insured may have, directly or indirectly, occasioned by, happening through, or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, terrorism, military terrorism, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

This Endorsement Changes The Policy. Please Read It Carefully.

**PER PROJECT/LOCATION AGGREGATE
SUBJECT TO CAP**

Endorsement Number: **8**

Policy Number: **56301E181ALI**

Issued To: **Leader Electric Co, Inc.**

Effective Date of Endorsement: **02/22/2018 at 12:01 AM**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

SCHEDULE

Maximum (Cap)	\$5,000,000
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

A. Paragraph **B.2.** of **SECTION III. LIMITS OF INSURANCE** is replaced by the following:

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

2. The Aggregate Limit is the most we will pay for the "ultimate net loss" that is subject to an aggregate limit provided by the "first underlying insurance." The Aggregate Limit applied separately and in the same manner as the aggregate limits provided by the "first underlying insurance," subject to the maximum (cap) amount shown in the Schedule of this endorsement for all general aggregates provided, regardless of the number of projects or locations.

This Endorsement Changes The Policy. Please Read It Carefully.

EXTERIOR INSULATION & FINISH SYSTEM EXCLUSION

Endorsement Number: **9**

Policy Number: **56301E181ALI**

Issued To: **Leader Electric Co, Inc.**

Effective Date of Endorsement: **02/22/2018 at 12:01 AM**

This endorsement modifies insurance provided under the following:

Commercial Excess Liability Policy

The following is added to SECTION II. - EXCLUSIONS:

This insurance does not apply to any liability, damage, loss, cost or expense arising out of:

1. The design, manufacture, construction, fabrication, preparation, installation, application, maintenance or repair, including remodeling, service, correction or replacement of any **Exterior Insulation and Finish System** (commonly referred to as synthetic stucco or EIFS) or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashing, coatings, caulking or sealants in connection with such a system; or
2. Any Insured's product or work with respect to any exterior component, fixture or feature of any structure if an **Exterior Insulation and Finish System**, or any substantially similar system, is used on any part of that structure.

As used in this exclusion, **Exterior Insulation and Finish System** means an exterior cladding or finish system used on any part of any structure and consisting of:

1. A rigid or semi rigid insulation board made of expanded polystyrene or other materials ;
2. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
3. A reinforced base coat; and
4. A finish coat providing surface texture and color .

This Endorsement Changes The Policy. Please Read It Carefully.

UNINSURED/UNDERINSURED MOTORIST EXCLUSION

Endorsement Number: 10

Policy Number: 56301E181ALI

Issued To: Leader Electric Co, Inc.

Effective Date of Endorsement: 02/22/2018 at 12:01 AM

This endorsement modifies insurance provided under the following:

Commercial Excess Liability Policy

The following is added to SECTION II. - EXCLUSIONS:

This insurance does not apply to any obligation of the insured under a No Fault, Uninsured Motorist or Supplementary Uninsured/Underinsured Motorist Law, or under any similar law, regulation or ordinance.

This Endorsement Changes The Policy. Please Read It Carefully.

NUCLEAR ENERGY LIABILITY EXCLUSION

Endorsement Number: 11

Policy Number: 56301E181ALI

Issued To: Leader Electric Co, Inc.

Effective Date of Endorsement: 02/22/2018 at 12:01 AM

This endorsement modifies insurance provided under the following:

Commercial Excess Liability Policy

The following is added to SECTION II. - EXCLUSIONS:

This policy does not apply to any liability:

- A.
1. to bodily injury or property damage
 - a. with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - b. resulting from the hazardous properties of nuclear material and with respect to which:
 - i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - ii) 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, with any person or organization.
 2. to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
 3. to bodily injury or property damage resulting from the hazardous properties of nuclear material, if:
 - a. the nuclear material:
 - i) is at any nuclear facility owned by, or operated by or on behalf of, an insured; or
 - ii) has been discharged or dispersed therefrom;
 - b. the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - c. the 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.

Endorsement Number: 11

Policy Number: 56301E181ALI

Issued To: Leader Electric Co, Inc.

Effective Date of Endorsement: 02/22/2018 at 12:01 AM

As used in this exclusion:

- a. hazardous properties include radioactive, toxic or explosive properties;
- b. nuclear material means source material, special nuclear material or by-product material;
- c. 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;
- d. 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:

- a. any waste material:
 - i) 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
 - ii) resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility.

Nuclear facility means:

- a. any nuclear reactor;
- b. any equipment or device designed or used for:
 - i) separating the isotopes of uranium or plutonium,
 - ii) processing or utilizing spent fuel, or
 - iii) handling, processing or packaging waste;
- c. any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- d. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste; and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

Nuclear reactor means:

- a. any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- b. property damage includes all forms of radioactive contamination of property.

This Endorsement Changes The Policy. Please Read It Carefully.

ABUSE OR MOLESTATION EXCLUSION

Endorsement Number: 12

Policy Number: 56301E181ALI

Issued To: Leader Electric Co, Inc.

Effective Date of Endorsement: 02/22/2018 at 12:01 AM

This endorsement modifies insurance provided under the following:

Commercial Excess Liability Policy

The following is added to SECTION II. - EXCLUSIONS:

This insurance does not apply to any liability, damage, loss, cost or expense arising out of:

1. The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any Insured, or
2. The negligent:
 - a. Employment;
 - b. Investigation;
 - c. Supervision;
 - d. Reporting to the proper authorities, or failure to so report; or
 - e. Retention;

of a person for whom the Insured is or ever was legally responsible and whose conduct would be excluded by 1. above.

This Endorsement Changes The Policy. Please Read It Carefully.

FUNGI OR BACTERIA EXCLUSION

Endorsement Number: 13

Policy Number: 56301E181ALI

Issued To: Leader Electric Co, Inc.

Effective Date of Endorsement: 02/22/2018 at 12:01 AM

This endorsement modifies insurance provided under the following:

Commercial Excess Liability Policy

The following is added to SECTION II. - EXCLUSIONS:

Fungi or Bacteria

- a. To any liability which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any **fungi or bacteria** on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. To any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, **fungi or bacteria**, by any insured or by any other person or entity.

This exclusion does not apply to any fungi or bacteria that are, are on, or are contained in, a good or product intended for consumption.

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

This Endorsement Changes The Policy. Please Read It Carefully.

SILICA DUST EXCLUSION

Endorsement Number: **14**

Policy Number: **56301E181ALI**

Issued To: **Leader Electric Co, Inc.**

Effective Date of Endorsement: **02/22/2018 at 12:01 AM**

This endorsement modifies insurance provided under the following:

Commercial Excess Liability Policy

The following is added to SECTION II. - EXCLUSIONS:

Silica Dust

This insurance does not apply to any liability arising out of or caused by silicosis, mesothelioma, emphysema, pneumoconiosis, pulmonary fibrosis, pleuritis, endothelioma or any lung disease or any ailment caused by, or aggravated by exposure, inhalation, consumption or absorption of silica dust or silica in any form.

In addition, this insurance does not apply to any liability due to or arising out of the actual or alleged presence of silica dust or silica in any form, including the costs of remedial investigations or feasibility studies, or to the costs of testing, monitoring, cleaning or removal of any property or substance.

This Endorsement Changes The Policy. Please Read It Carefully.

**OTHER ACTS OF TERRORISM EXCLUSION EXCEPT FOR
CERTIFIED ACTS OF TERRORISM**

Endorsement Number: 15

Policy Number: 56301E181ALI

Issued To: Leader Electric Co, Inc.

Effective Date of Endorsement: 02/22/2018 at 12:01 AM

This endorsement modifies insurance provided under the following:

Commercial Excess Liability Policy

The Policy is amended as follows:

Any endorsement addressing acts of terrorism (however defined) in any Underlying Insurance does not apply to this insurance. The following provisions addressing acts of terrorism apply with respect to this insurance:

SCHEDULE

Certified Acts of Terrorism Retained Amount: **\$1,000,000**

A. Coverage provided by this insurance for damages arising out of a Certified Act of Terrorism applies in excess of the **Certified Acts of Terrorism** Retained Amount stated in the **SCHEDULE** of this endorsement. This amount may consist of a self-insured retention, Underlying Insurance or a combination thereof. The Certified Acts of Terrorism Retained Amount applies:

1. Only to injury or damages arising out of a **Certified Act of Terrorism** covered under this policy; and
2. Separately to each Certified Act of Terrorism.

We will pay those sums covered under this Policy only after your Certified Acts of Terrorism Retained amount has been exhausted by means of payments for judgements or settlements. Defense expenses shall not erode the Certified Acts of Terrorism Retained Amount.

B. **SECTION II. - EXCLUSIONS**, is amended to include the following exclusion:

This insurance does not apply to:

TERRORISM

Any liability, damage, loss, cost or expense arising, directly or indirectly, out of an **Other Act of Terrorism**. However, this exclusion shall not apply to **Certified Acts of Terrorism**. With respect to an **Other Act of Terrorism**, this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in US dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or

Endorsement Number: 15

Policy Number: 56301E181ALI

Issued To: Leader Electric Co, Inc.

Effective Date of Endorsement: 02/22/2018 at 12:01 AM

- c. Protracted loss of or impairment of the function of a bodily member or organ; or
- 3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
- 4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- 5. athogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials. With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an **Other Act of Terrorism** and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

B. **SECTION V. - DEFINITIONS**, is amended to include the following definitions:

- 1. **Certified Act of Terrorism** means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a **Certified Act of Terrorism** include the following:
 - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
 - b. The act resulted in damage:
 - (1) Within the United States (including its territories and possessions and Puerto Rico); or
 - (2) Outside of the United States in the case of:
 - (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or 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), regardless of where the loss occurs; or
 - (b) The premises of any United States mission; and
 - c. 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.
- 2. **Other 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, and the act is not a **Certified Act of Terrorism**.

Multiple incidents of an **Other Act of Terrorism** which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

- C. In the event of any incident of a **Certified Act of Terrorism** or an **Other Act of Terrorism** that is not subject to this exclusion, coverage does not apply to any liability, damage, loss, cost or expense that is otherwise excluded under this Policy.

This Endorsement Changes The Policy. Please Read It Carefully.

EXCLUSION OF PUNITIVE DAMAGES RELATED TO A
CERTIFIED ACT OF TERRORISM

Endorsement Number: 16

Policy Number: 56301E181ALI

Issued To: Leader Electric Co, Inc.

Effective Date of Endorsement: 02/22/2018 at 12:01 AM

This endorsement modifies insurance provided under the following:

Commercial Excess Liability Policy

The Policy is amended as follows:

Any endorsement addressing acts of terrorism (however defined) in any Underlying Insurance does not apply to this insurance. The following provisions addressing acts of terrorism apply with respect to this insurance:

A. SECTION II. - EXCLUSIONS, is amended to include the following exclusion:

This Policy does not apply to:

TERRORISM PUNITIVE DAMAGES

Damages arising, directly or indirectly, out of a Certified Act of Terrorism that are awarded as punitive damages.

B. SECTION V. - DEFINITIONS, is amended to include the following definition:

Certified Act of Terrorism means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a Certified Act of Terrorism include the following:

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

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

This Endorsement Changes The Policy. Please Read It Carefully.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

Endorsement Number: 17

Policy Number: 56301E181ALI

Issued To: Leader Electric Co, Inc.

Effective Date of Endorsement: 02/22/2018 at 12:01 AM

SCHEDULE

SCHEDULE - PART I
Terrorism Premium (Certified Acts) \$ \$258.00 This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(s): Commercial Excess Liability Coverage
Additional information, if any, concerning the terrorism premium:
SCHEDULE - PART II Federal share of terrorism losses: 85%, Year: 2015 Federal share of terrorism losses: 84%, Year: 2016 Federal share of terrorism losses: 83%, Year: 2017 Federal share of terrorism losses: 82%, Year: 2018 Federal share of terrorism losses: 81%, Year: 2019 Federal share of terrorism losses: 80%, Year: 2020 (Refer to Paragraph B of this endorsement.)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

Endorsement Number: 17

Policy Number: 56301E181ALI

Issued To: Leader Electric Co, Inc.

Effective Date of Endorsement: 02/22/2018 at 12:01 AM

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

D. Availability

As required by TRIA, we have made available to you for lines subject to TRIA coverage for losses resulting from acts of terrorism certified under TRIA with terms, amounts and limitations that do not differ materially from those for losses arising from events other than acts of terrorism.

E. Definition of Act of Terrorism under TRIA

TRIA defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act ("TRIA") to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. To be an act of terrorism;
2. To be a violent act or an act that is dangerous to human life, property or infrastructure;
3. To have resulted in damage within the United States, or outside of the United States in the case of 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 the premises of a United States mission; and
4. To have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States Government by coercion.

No act may be certified as an act of terrorism if the act is committed as part of the course of war declared by Congress (except for Workers Compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed \$5,000,000.

This Endorsement Changes The Policy. Please Read It Carefully.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

Endorsement Number: **18**

Policy Number: **56301E181ALI**

Issued To: **Leader Electric Co, Inc.**

Effective Date of Endorsement: **02/22/2018 at 12:01 AM**

The Policy is amended as follows:

Any endorsement addressing acts of terrorism (however defined) in any **Underlying Insurance** does not apply to this excess insurance. The following provisions addressing acts of terrorism apply with respect to this insurance:

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

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

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. 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.

This Endorsement Changes The Policy. Please Read It Carefully.

UNIMPAIRED AGGREGATE ENDORSEMENT

Endorsement Number: **19**

Policy Number: **56301E181ALI**

Issued To: **Leader Electric Co, Inc.**

Effective Date of Endorsement: **02/22/2018 at 12:01 AM**

This endorsement modifies insurance provided under the following:

Commercial Excess Liability Policy

SECTION III - LIMITS OF INSURANCE is amended to include the following:

3. The Aggregate Limits of "underlying insurance," where applicable, shall be unimpaired for the purpose of this insurance only. Payment of losses covered by "underlying insurance" for injury or damages which are not covered by or excluded under this policy shall not be deemed to reduce or exhaust the limits of "underlying insurance."

This Endorsement Changes The Policy. Please Read It Carefully.

CROSS SUITS EXCLUSION

Endorsement Number: **20**

Policy Number: **56301E181ALI**

Issued To: **Leader Electric Co, Inc.**

Effective Date of Endorsement: **02/22/2018 at 12:01 AM**

This endorsement modifies insurance provided under the following:

Commercial Excess Liability Policy

The following is added to SECTION II. - EXCLUSIONS:

Any liability however caused, for any claim which is brought by or on behalf of any Named Insured covered under this policy against any other Named Insured hereunder.

This Endorsement Changes The Policy. Please Read It Carefully.

EXCLUSION - DESIGNATED WORK

Endorsement Number: **21**

Policy Number: **56301E181ALI**

Issued To: **Leader Electric Co, Inc.**

Effective Date of Endorsement: **02/22/2018 at 12:01 AM**

This endorsement modifies insurance provided under the following:

Commercial Excess Liability Policy

The following is added to SECTION II. - EXCLUSIONS:

This insurance does not apply to the following designated work:

Any work exceeding 480 volts, overhead power lines, substations, street light work including traffic lights, bridge work, railroad/subway track work including signals, airport work including air traffic control towers, runways & tarmacs, bridge light installation, including maintenance/repairs & any alarm monitoring.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.