

Vicksburg Municipal Airport Hangar Lease

This HANGAR LEASE AGREEMENT (the "Agreement") entered into as of 2/1/2024 by and between the Mayor and Aldermen of the City of Vicksburg ("Lessor") and Charles Harrison ("Lessee").

In consideration of the mutual covenants contained herein, and for other goods and valuable consideration, the parties hereby agree as follows:

1. Lease of Hangar: Lessor hereby leases to Lessee Hangar #A 9 (the "Hangar") located at the Vicksburg Municipal Airport (the "Airport") and described as follows: single-aircraft T-hangar, 42' wide, 35' 2" deep, 15' door height. The Hangar shall be used and occupied by Lessee solely for the storage of the following described aircraft: MAGNI M24, registration number N124PG, (the "Aircraft"), or any other similar aircraft owned or leased to Lessee (the "Substitute Aircraft"). In the event Lessee is permitted to store a Substitute Aircraft in the Hangar, all provisions of this Agreement applicable to Aircraft shall be applicable to the Substitute Aircraft.
2. Term: The term of this Agreement shall commence on 2/1/2024 and shall continue in effect until 2-1-2025 and, unless earlier terminated under the terms of this Agreement. Thereafter, this Agreement shall be reviewed by Lessor and by Lessee and may, upon mutual consent, be reinstated for an additional five year term, with the option for a third five-year term upon an additional review at the end of the second term, unless terminated under the terms of this agreement. At the end of the Lease period, all improvements to the hangar and restroom space become the property of the Lessor.
3. Rent: For use of the Hangar, Lessee shall pay Lessor, at the address specified in Paragraph 19, the amount of Two Hundred Fifty Dollars (\$250.00) per month, payable in advance on or before the first day of each month. The amount of rent may be changed from time to time by Lessor upon thirty (30) days' prior written notice to Lessee.
4. Services Provided: Lessor will maintain the structural components of the Hangar, including doors and door mechanisms, and Lessor will provide light, electricity and normal building maintenance without additional cost to Lessee, provided, however, that Lessor reserves the right to assess an additional fee for consumption of utilities by Lessee beyond normal requirements as determined by Lessor.
5. Use of the Hangar: The Hangar shall be used only for storage of the Aircraft and any appropriate vehicle for maneuvering the Aircraft into and out of the hangar such as an ATV, golf cart, Lektro tug, et cetera. Other items related to the operation and routine service and maintenance of the Aircraft shall be permitted. This provision does not preclude the parking or storage of Lessee's private automobile during any cross country flight. No other commercial activity of any kind whatsoever shall be conducted by Lessee in, from or around the Hangar. Lessee shall control the conduct and demeanor of its employees and invitees, and of those doing business with it, in and around the Hangar, and shall take steps necessary to

remove persons whom Lessor may, for good and sufficient cause, deem objectionable. Lessee shall keep the Hangar and the surrounding area clean and free of debris at all times. In utilizing the Hangar during the term of this Agreement, Lessee agrees to and shall comply with all applicable ordinances, rules, and regulations established by any federal, state, or local governmental agency, by Lessor or by City of Vicksburg (the "City"). On the termination of this Agreement, by expiration or otherwise, Lessee shall immediately surrender possession of the Hangar and shall remove the Aircraft and all other property therefrom, leaving the Hangar in the same condition as when received, ordinary wear and tear excepted. Lessee shall be liable for any and all damage to the Hangar caused by Lessee's use, including, but not limited to, bent or broken interior walls, damage to unsealed floors due to fuel oil spillage, or doors damaged due to Lessee's improper or negligent operation.

6. Primary Lease: It is expressly understood and agreed that if the primary lease with the Lessor, which covers the Hangar and adjacent areas, is terminated, cancelled or for any reason abated as to any portion of the Hangar or adjacent areas, such termination, cancellation or abatement will operate as a cancellation of this Agreement, and Lessor will be relieved of liability for any and all damages Lessee may sustain as a result thereof.
7. Sublease/Assignment: Lessee agrees not to sublease the Hangar or to assign this Agreement to any other party. The parking of aircraft not owned or leased by Lessee in the Hangar shall constitute a sublease.
8. Condition of Premises: Lessee shall accept the Hangar in its present condition without any liability or obligation on the part of the Lessor to make any alterations, improvements or repairs of any kind on or about said Hangar.
9. Alterations: Lessee covenants and agrees not to install any fixtures or make any alterations, additions or improvements to the Hangar without the prior written approval of Lessor. All fixtures installed or additions and improvements made to the Hangar shall become Lessor's property and shall remain in the Hangar at the termination of this Agreement, however terminated, without compensation or payment to Lessee.
10. Insurance: Lessee agrees to maintain, at its own expense, for the benefit of itself and Lessor as co-insured, insurance of such types and in such amounts as may be approved by Lessor, insuring against liability for damage or loss to Aircraft or other property, and against liability for personal injury or death, arising from acts of omissions of Lessee its agents and employees. Such policy and policies shall contain a provision whereby Lessee's insurer waives any rights of subrogation against Lessor, its agents and employees and providing that Lessor must receive at least ten (10) days' prior written notice of any cancellation of Lessee's insurance coverage. Prior to the commencement of this Agreement, Lease shall deliver to Lessor certificates or binders evidencing the existence of the insurance required herein.
11. Casualty: In the event the Hangar or the means of access thereto, shall be damaged by fire or any other cause, the rent payable hereunder shall not abate provided that the Hangar is not rendered un-tenantable by such damage. If the Hangar is rendered tenantable and Lessor elects to repair the Hangar, the rent shall abate for the period during which such repairs are

being made, provided the damage was not caused by the acts or omissions of Lessee, its employees, agents or invitees, in which case the rent shall not abate. If Hangar is rendered untenable and Lessor elects not to repair the Hangar, this Agreement shall terminate.

12. Indemnity - Force Majeure: Lessee agrees to release, indemnify and hold Lessor, its officers and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments, of any kind whatsoever, including all costs, attorneys' fees, and expenses incidental thereto, which may be suffered by, or charged to, Lessor by reason of any loss of or damage to any property or injury to or death of any person arising out of or by reason of any breach, violation or non-performance by Lessee or its servants, employees or agents or any covenant or condition of the Agreement or by any act or failure to act of those persons. Lessor shall not be liable for its failure to perform this Agreement or for any loss, injury, damage or delay of any nature whatsoever resulting therefrom caused by any Act of god, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond Lessor's control.
13. DISCLAIMER OF LIABILITY: LESSOR HEREBY DISCLAIMS, AND LESSEE HEREBY RELEASES LESSOR FROM, ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), FOR ANY LOSS, DAMAGE OR INJURY OR ANY NATURE WHATSOEVER SUSTAINED BY LESSEE, ITS EMPLOYEES, AGENTS OR INVITEES DURING THE TERM OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY TO AIRCRAFT OR OTHER PROPERTY OR LESSEE THAT MAY BE LOCATED OR STORED IN THE HANGAR, UNLESS SUCH LOSS, DAMAGE OR INJURY IS CAUSED BY LESSOR'S GROSS NEGLIGENCE. THE PARTIES HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL LESSOR BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR OTHER DAMAGE RELATED TO THE LEASING.
14. Default: This Agreement shall be breached if: (a) Lessee shall default in the payment of any rental payment hereunder, (b) Lessee shall default in the performance of any other covenant herein, and such default shall continue for five (5) days after receipt by Lessee or notice thereof from Lessee; (c) Lessee shall cease to do business as a going concern; (d) a petition is filed by or against Lessee under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or an arrangement); or (e) Lessee assigns his/her property for the benefit of creditors. In the event of any breach of this Agreement by Lessee, Lessor shall, at its option, and without further notice, have the right to terminate this agreement and to remove the Aircraft and any other property of Lessee from the Hangar using such force as may be necessary, without being deemed guilty of trespass, breach of peace or forcible entry and detainer, and Lessee expressly waives the service of any notice. Exercise by Lessor of either or both of the rights specified above shall not prejudice Lessor's right to pursue any other remedy available to Lessor in law or equity.
15. Thirty (30) Days Termination: Either party to this Agreement shall have the right, with or without cause, to terminate this Agreement by giving thirty (30) days' prior

written notice to the other party.

16. Governing Law: This Agreement shall be constituted in accordance with the laws of the State of Mississippi.
17. Relationship of Parties: The relationship between Lessor and Lessee shall always and only be that of Lessor and Lessee. Lessee shall never at any time during the term of this agreement become the agent of Lessor, and Lessor shall not be responsible for the acts or omissions of Lessee or its agents. The obligations of Lessee are joint and several.
18. Remedies Cumulative: The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies.
19. Notices: Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested:

If to Lessor, addressed to:
City of Vicksburg
Attn: City Clerk
Post Office Box 150
Vicksburg, MS 39180

(CC one copy to Airport Director at the above address)

If to Lessee, addressed to:

Charles Harrison
3030 Youngton Rd.
Vicksburg, Ms. 39183
charrison617@gmail.com

Notice shall be deemed to have been received on the date of receipt as shown on the return receipt.

20. Integration: This Agreement constitutes the entire agreement between the parties, and as of its effective date supersedes all prior independent agreements between the parties related to the leasing of the Hangar. Any change or modification hereof must be in writing signed by both parties.
21. Waiver: The waiver by either party of any covenant or condition of this Agreement shall not

thereafter preclude such party from demanding performance in accordance with the terms hereof.

22. Successors Bounds: This Agreement shall be binding on and shall inure to benefit of the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and Year first above written.

LESSOR: CITY OF VICKSBURG

BY: _____


George Flaggs, Jr., Mayor

LESSEE:

Signature

Printed name:

Printed title: Aircraft Owner


CHARLES HARRIS



OLD REPUBLIC INSURANCE COMPANY

AVIATION COMMERCIAL GENERAL LIABILITY POLICY

Policyholder Issuing and Servicing Office:

**Old Republic Aerospace, Inc.
2015 Vaughn Road, Suite 300
Kennesaw, Georgia 30144
770-590-4950**



OLD REPUBLIC INSURANCE GROUP

OLD REPUBLIC INSURANCE COMPANY

AVIATION COMMERCIAL GENERAL LIABILITY POLICY COVERAGE DATA PAGE

POLICY NUMBER: AR 00145401

RENEWAL OF: NEW

ISSUING COMPANY: Old Republic Insurance Company 133 Oakland Avenue Greensburg, Pennsylvania 15601	PRODUCER NAME: KIMMEL AVIATION INSURANCE AGENCY INC 442 AIRPORT ROAD GREENWOOD, MS 38930
ITEM 1. NAMED INSURED: MAILING ADDRESS:	CHARLES HARRISON 3030 YOUNGTON ROAD VICKSBURG, MS 39183
ITEM 2. POLICY PERIOD:	POLICY PERIOD: FROM: February 1, 2024 TO: February 1, 2025 BOTH AT 12:01 A.M. LOCAL STANDARD TIME AT ADDRESS OF THE NAMED INSURED

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

ITEM 3. LIMITS OF INSURANCE		
GENERAL AGGREGATE	Not Applicable	
EACH OCCURRENCE	\$1,000,000	
DAMAGE TO PREMISES RENTED TO YOU	\$100,000	each premises
PRODUCTS/COMPLETED OPERATIONS	Not Covered	aggregate
PERSONAL & ADVERTISING INJURY	\$1,000,000	aggregate
MEDICAL EXPENSE	\$1,000	each person
HANGARKEEPER'S LIABILITY		
EACH LOSS	Not Covered	
EACH AIRCRAFT	Not Covered	
HANGARKEEPER'S DEDUCTIBLES	\$0	each piston powered aircraft
	\$0	each turbine powered aircraft (non-airline)
	\$0	each turbine powered aircraft (airline)
NON-OWNED AIRCRAFT LIABILITY	Not Covered	
PROPERTY DAMAGE DEDUCTIBLE	\$0	each turbine powered aircraft
(excluding Property Damage included in the	\$0	each other aircraft
products-completed operations hazard)	\$0	each non- aircraft claim

OLD REPUBLIC INSURANCE COMPANY
AVIATION COMMERCIAL GENERAL LIABILITY POLICY
COVERAGE DATA PAGE

ITEM 4. FORM OF BUSINESS

<input checked="" type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> TRUST
<input type="checkbox"/> LIMITED LIABILITY COMPANY	<input type="checkbox"/> A PUBLIC ENTITY		
<input type="checkbox"/> ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE, TRUST, LIMITED LIABILITY COMPANY OR PUBLIC ENTITY)			

ITEM 5. ALL PREMISES YOU OWN, RENT OR OCCUPY

LOCATION #	ADDRESS(ES) OF ALL PREMISES YOU OWN, RENT OR OCCUPY
1	VKS - Vicksburg Muni Airport

ITEM 6. PREMIUM PAYABLE

	PREMIUM [REDACTED]								
STATE TAX OR OTHER (if applicable)	\$0								
	TOTAL [REDACTED]								
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PREMIUM SHOWN AS	<input checked="" type="checkbox"/> AT	<input type="checkbox"/> SEMI-	<input type="checkbox"/> QUARTERLY						
PAYABLE:	INCEPTION	ANNUALLY	MONTHLY						

FORMS AND AMENDMENTS ATTACHED TO THIS POLICY AS OF THE EFFECTIVE DATE

AR100 Aviation Commercial General Liability Policy, AR242 Additional Insured - Designated Person Or Organization Amendment, AR242 Additional Insured - Designated Person Or Organization Amendment, AR500 Policy, ARDRL Data Recognition Limited Coverage Amendment, CLCAT Cap On Losses From Certified Acts Of Terrorism Exclusion Of Nuclear,, CSS01 Claim Office Locations, EXAAT Exclusion Of Acts Terrorism Amendment, J1001 Jacket First Page, J1001_2 Jacket Last Page, MSCAN Mississippi Cancellation Amendment, ORAPP Privacy Policy

THIS COVERAGE DATA PAGE, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY AMENDMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

OLD REPUBLIC INSURANCE COMPANY

AVIATION COMMERCIAL GENERAL LIABILITY POLICY TABLE OF CONTENTS

SECTION I – COVERAGES	2
COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY	2
COVERAGE B – PERSONAL AND ADVERTISING LIABILITY	8
COVERAGE C – MEDICAL PAYMENTS	11
COVERAGE D – HANGARKEEPERS LIABILITY	12
COVERAGE E – NON-OWNED AIRCRAFT LIABILITY	14
SUPPLEMENTARY PAYMENTS COVERAGES A, B, D AND E	16
<hr/>	
SECTION II – WHO IS AN INSURED	19
<hr/>	
SECTION III – LIMITS OF INSURANCE	22
<hr/>	
SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS	24
Bankruptcy	24
Cancellation	24
Changes	24
Duties in the Event of Occurrence , Claim or Suit	24
Examination of Your Books and Records	25
Inspections and Surveys	25
Legal Action against Us	26
Other Insurance	26
Premium Audit	27
Premiums and Deductibles	28
Representations	28
Separation of Insureds	28
Conformity with Law	28
Titles of Paragraphs	28
Transfer of Rights of Recovery against Others to Us	28
Transfer of Your Rights and Duties under This Policy	28
Violation of Statute	29
When We Do Not Renew	29
<hr/>	
SECTION V – COMMON POLICY EXCLUSIONS	30
<hr/>	
SECTION VI – DEFINITIONS	36
<hr/>	

AVIATION COMMERCIAL GENERAL LIABILITY POLICY

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 on the **Coverage Data Page**, 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**. Words and phrases that appear in bold have special meaning. Refer to SECTION VI – DEFINITIONS.

In consideration of your payment of premium and in reliance upon the statements and representations on the **Coverage Data Page**, which this policy incorporates, we agree to provide you with the insurance defined by all the terms of this policy, including the applicable limits of insurance.

SECTION I - COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the **insured** becomes legally obligated to pay as damages because of **bodily injury** or **property damage** to which this insurance applies resulting from your **aviation operations**. We will have the right and duty to defend the **insured** against any **suit** seeking those damages. However, we will have no duty to defend the **insured** against any **suit** seeking damages for **bodily injury** or **property damage** to which this insurance does not apply. We may, at our discretion, investigate any **occurrence** and settle any claim or suit that may result. But:

- (1) the amount we will pay for damages is limited as described in SECTION III – LIMITS OF INSURANCE; and
- (2) our right and duty to defend ends when the applicable limit of insurance under Coverage A or B has been exhausted by the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D AND E.

- b. This insurance applies to **bodily injury** and **property damage** only if:

- (1) the **bodily injury** or **property damage** is caused by an **occurrence** that takes place in the **coverage territory**;
- (2) the **bodily injury** or **property damage** occurs during the policy period; and
- (3) prior to the policy period, no **insured** listed under paragraph 1 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, 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 and to have occurred prior to the policy period.

- c. **Bodily injury** or **property damage** which occurs during the policy period and was not, prior to the policy period, known to have occurred by any **insured** listed under paragraph 1. of SECTION II - WHO IS AN **INSURED** or any **employee** authorized by you to give or receive notice of an **occurrence** or claim, includes any continuation, change, or resumption of that **bodily injury** or **property damage** after the end of the policy period.

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- d. **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. of SECTION II - WHO IS AN **INSURED** or any **employee** authorized by you to give or receive notice of an **occurrence** or claim:
- (1) reports all, or any part, of the **bodily injury** or **property damage** to us or any other insurer;
 - (2) receives a written or verbal demand or claim for damages because of the **bodily injury** or **property damage**; or
 - (3) becomes aware by any other means that **bodily injury** or **property damage** has occurred or has begun to occur.
- e. 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**.

2. Exclusions

This insurance does not apply to:

a. **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** resulting from the use of reasonable force to protect persons or property.

b. **Contractual Liability**

Bodily injury or **property damage** 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:

- (1) that the **insured** would have in the absence of the contract or agreement; or
- (2) assumed in a contract or agreement that is an **insured contract**, provided the **bodily injury** or **property damage** occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **insured** are deemed to be damages because of **bodily injury** or **property damage**, provided:
 - (a) liability to such party for, or for the cost of, that party's defense has also been assumed in the same **insured contract**; and
 - (b) such attorney fees and litigation expenses are for the defense of that party in a civil **suit** or an alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

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c. Liquor Liability

Bodily injury or **property damage** caused by or arising from:

- (1) the intoxication of any person;
- (2) the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) any statute, ordinance, or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies to claims that the **insured** is liable for:

- (a) the supervision, hiring, employment, training or monitoring of others by that **insured**; or
- (b) providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the **occurrence** which caused the **bodily injury** or **property damage** involved that which is described in paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages. For the purpose of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation and Similar Laws

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

e. Employer's Liability

Bodily injury to:

- (1) an **employee** of any **insured** arising out of and in the course of:
 - (a) employment by any **insured**; or
 - (b) performing duties related to the conduct of any **insured's** business; or
- (2) the spouse, child, parent, brother or sister of that **employee** as a consequence of paragraph (1) above.

This exclusion applies:

- (1) whether an **insured** may be liable as an employer or in any other capacity; and

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- (2) to any obligation to share damages with or repay someone else who must pay damages because of the **bodily injury**.

f. **Control Tower**

Bodily injury or **property damage** on the ground or in the air arising out of the direct operation of a control tower by any **insured**.

g. **Aircraft, Auto or Watercraft**

Bodily injury or **property damage** arising out of the ownership, maintenance, use or entrustment to others of any **aircraft** (including **unmanned aircraft**), **auto** or watercraft owned or operated by or rented or loaned to any **insured**. Use includes operation and **loading or unloading** and, with respect to **aircraft** (including **unmanned aircraft**), operated by or use also includes operation on behalf of any **insured**.

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** (including **unmanned aircraft**), **auto**, or watercraft that is owned or operated by or rented or loaned to any **insured**.

This exclusion does not apply to:

- (1) a watercraft while on airport premises, or while off premises when responding to an aviation emergency;
- (2) a watercraft you do not own that is not being used to carry persons or property for a charge;
- (3) parking an **auto** on, or on the ways next to, premises you own or rent, provided the **auto** is not owned by or rented or loaned to you or the **insured**;
- (4) liability assumed under any **insured contract** for the ownership, maintenance, or use of watercraft; or
- (5) **bodily injury** or **property damage** arising out of:
 - (a) the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of **mobile equipment** if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) the operation of any of the machinery or equipment listed in paragraph f. (2) or f. (3) of the definition of **mobile equipment**.

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h. Mobile Equipment

Bodily injury or **property damage** arising out of:

- (1) the transportation of **mobile equipment** by an **auto** owned or operated by or rented or loaned to any **insured**; or
- (2) the use of **mobile equipment** in, or while in practice for, or while being prepared for any prearranged racing, speed, demolition, or stunting activity.

i. Appropriation by Government Power

Property damage arising out of the appropriation of property or property rights by governmental power.

j. Damage to Property

Property damage to:

- (1) 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;
- (2) premises you sell, give away or abandon, if the **property damage** occurs on or arises out of any part of those premises;
- (3) property loaned to you;
- (4) personal property in the care, custody, or control of any **insured**;
- (5) 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; or
- (6) that particular part of any property that must be restored, repaired, or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage to Premises Rented to You as described in SECTION III - LIMITS OF INSURANCE.

Paragraph (2) of this exclusion does not apply if the premises are **your work** and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

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k. **Damage to Your Product**

Property damage to your product arising out of it or any part of it.

l. **Damage to Your Work**

Property damage to your work arising out of it or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. **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:

- (1) a defect, deficiency, inadequacy, or dangerous condition in **your product** or **your work**; or
- (2) a delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

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.

n. **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:

- (1) **your product**;
- (2) **your work**; or
- (3) **impaired property**;

if such product, work or **impaired 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.

o. **Personal and Advertising Injury**

Bodily injury arising out of **personal and advertising injury**.

p. **Electronic Data**

Damages arising out of the **loss** of, **loss** of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

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However, this exclusion does not apply to liability for damages because of **bodily injury**.

As used in this exclusion, 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.

q. Employment Related Practices

Bodily injury to:

(1) a person arising out of any:

(a) refusal to employ that person;

(b) termination of that person's employment; or

(c) employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, or discrimination directed at that person;

(2) the spouse, child, parent, brother or sister of a person as a consequence of **bodily injury** to that person at whom any of the employment-related practices described in paragraphs (a), (b) or (c) above are directed.

This exclusion applies:

(1) whether the injury-causing event described in paragraphs (a), (b), or (c) above occurs before employment, during employment, or after employment of that person;

(2) whether the **insured** may be liable as an employer or in any other capacity; and

(3) to any obligation to share damages with or to repay someone else who must pay damages because of the **bodily injury**.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in SECTION III - LIMITS OF INSURANCE.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the **insured** becomes legally obligated to pay as damages because of **personal and advertising injury** to which this insurance applies resulting from your **aviation operations**. We will have the right and duty to defend the **insured** against any **suit** seeking those damages. However, we will have no duty to defend the **insured** against any **suit** seeking damages for **personal and advertising injury** to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or **suit** that may result.

OLD REPUBLIC INSURANCE COMPANY

But:

- (1) the amount we will pay for damages is limited as described in SECTION III - LIMITS OF INSURANCE; and
- (2) our right and duty to defend ends when the applicable limit of insurance under Coverages A or B has been exhausted by the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - Coverages A, B, D and E.

- b. This insurance applies to **personal and advertising injury** caused by an offense arising out of your **aviation operations** but only if the offense was committed in the **coverage territory** during the policy period.

2. Exclusions

This insurance does not apply to:

a. **Knowing Violation of Rights of Another**

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

b. **Material Published With Knowledge of Falsity**

Personal and advertising injury arising out of oral or written publication of material, in any manner, if done by or at the direction of any **insured** with knowledge of its falsity.

c. **Material Published Prior to Policy Period**

Personal and advertising injury arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. **Criminal Acts**

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

e. **Contractual Liability**

Personal and advertising injury for which any **insured** has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that any **insured** would have in the absence of the contract or agreement.

f. **Breach of Contract**

Personal and advertising injury arising out of a breach of contract, except an implied contract to use another's advertising idea in your **advertisement**.

OLD REPUBLIC INSURANCE COMPANY

g. **Quality or Performance of Goods - Failure to Conform to Statements**

Personal and 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**.

h. **Wrong Description of Prices**

Personal and advertising injury arising out of the wrong description of the price of goods, products, or services stated in your **advertisement**.

i. **Infringement of Copyright, Patent, Trademark or Trade Secret**

Personal and advertising injury arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your **advertisement**. This exclusion does not apply to infringement in your **advertisement** of copyright, trade dress or slogan.

j. **Insureds in Media and Internet Type Businesses**

Personal and advertising injury committed by an **insured** whose business is:

- (1) advertising, broadcasting, publishing or telecasting;
- (2) designing or determining content of websites for others; or
- (3) an Internet search, access, content or service provider.

However, this exclusion does not apply to paragraphs a., b. and c. of **personal and advertising injury** under SECTION VI – DEFINITIONS.

For the purpose of this exclusion, the placing of frames, borders or links or advertising for you or others anywhere on the Internet is not, by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. **Electronic Chatrooms or Bulletin Boards**

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

l. **Unauthorized Use of Another's Name or Product**

Personal and 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 tactic to mislead another's potential customers.

m. **Employment-Related Practices**

Personal and advertising injury to:

- (1) a person arising out of any:

OLD REPUBLIC INSURANCE COMPANY

- (a) refusal to employ that person;
 - (b) termination of that person's employment;
 - (c) employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) the spouse, child, parent, brother or sister of a person as a consequence of **personal and advertising injury** to that person at whom any of the employment-related practices described in paragraphs (a), (b) or (c) above are directed.

This exclusion applies whether you may be held liable as an employer or in any other capacity and to any obligation to share damages with or to repay someone else who must pay damages because of the injury.

n. Taking of or Exercising of Property Rights

Personal injury arising out of the taking of or exercising the property rights of others by overflight or other operation of **aircraft**.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for **bodily injury** caused by an accident:
 - (1) on premises you own or rent;
 - (2) on ways next to premises you own or rent; or
 - (3) arising out of your **aviation operations**;provided that:
 - (1) the accident takes place in the **coverage territory** and during the policy period;
 - (2) the expenses are incurred and reported to us within one year of the date of the accident; and
 - (1) the injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance for Coverage C. We will pay reasonable expenses for:
 - (1) first aid administered at the time of an accident;
 - (2) necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) necessary ambulance, hospital, professional nursing, and funeral services.

OLD REPUBLIC INSURANCE COMPANY

2. Exclusions

We will not pay expenses for **bodily injury**:

a. **Any insured**

To any **insured**, except **volunteer workers**.

b. **Hired Person or Tenant**

To a person hired to do work for or on behalf of any **insured** or a tenant of any **insured**.

c. **Injury on Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

d. **Workers Compensation and Similar Laws**

To a person, whether or not an **employee** of any **insured**, if benefits for the **bodily injury** are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. **Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. **Products-Completed Operations Hazard**

Included within the **products-completed operations hazard**.

g. **Coverage A Exclusions**

Excluded under Coverage A.

COVERAGE D – HANGARKEEPERS LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the **insured** becomes legally obligated to pay as damages because of **loss** to **aircraft** (subject to the deductible shown on the **Coverage Data Page** if applicable, unless such **loss** results from fire or explosion or while the **aircraft** is dismantled and being transported) occurring while such **aircraft** is in the care, custody or control of any **insured** for safekeeping, storage, service or repair. We will have the right and duty to defend any **suit** seeking those damages. We may, at our discretion, investigate any **loss** and settle any claim or **suit** that may result.

OLD REPUBLIC INSURANCE COMPANY

But:

- (1) the amount we will pay for damages is limited as described in SECTION III - LIMITS OF INSURANCE; and
 - (2) our right and duty to defend ends when the applicable limit of insurance under Coverage D is exhausted by the payment of judgments or settlements.
- b. When you repair damages which you have caused, we will not pay more than:
- (1) your actual net cost for necessary material and parts of like kind and quality; and
 - (2) your actual wages for labor at current straight time rates with no premium for overtime, plus 200% of such wages as an allowance for overhead and supervision.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A, B, D, and E.

c. This insurance applies to damages because of **loss** to **aircraft** only if:

- (1) the **loss** takes place in the **coverage territory**; and
- (2) the **loss** occurs during the policy period.

2. Exclusions

This insurance does not apply to:

- a. any **insured's** liability under any contract or agreement to be responsible for a **loss**;
- b. **loss** to robes, wearing apparel, personal effects or merchandise;
- c. **loss** or damage to **aircraft** or parts of **aircraft**;
 - (1) owned by, leased to, rented to, or loaned to any **insured** or partner(s) of any **insured**;
 - (2) owned by, leased to, rented to, or loaned to an officer or **employee** of any **insured** unless the property is an **aircraft** in your custody under an agreement for which a charge has been made;
- d. **loss** due to theft or conversion caused in any way by you, your **employees**, your partners or by your shareholders;
- e. **loss** to **your work** arising out of it or any part of it; or
- f. **loss** to **aircraft** while **in flight**.

OLD REPUBLIC INSURANCE COMPANY

COVERAGE E – NON-OWNED AIRCRAFT LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the **insured** becomes legally obligated to pay as damages because of **bodily injury** or **property damage** to which this insurance applies resulting from your use of **non-owned aircraft**. We will have the right and duty to defend any **suit** seeking those damages. We may at our discretion investigate any **occurrence** and settle any claim or **suit** that may result, but:

- (1) the amount we will pay for damages is limited as described in SECTION III - LIMITS OF INSURANCE; and
- (2) our right and duty to defend ends when the applicable limit of insurance under Coverage E has been exhausted by the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A, B, D AND E.

- b. This insurance applies to **bodily injury** and **property damage** only if:

- (1) the **bodily injury** or **property damage** is caused by an **occurrence** that takes place in the **coverage territory**; and
- (2) the **bodily injury** or **property damage** occurs during the policy period; and
- (3) the **bodily injury** or **property damage** arises out of your use of any **aircraft**, or its use on your behalf, provided that:
 - (a) the **aircraft** is not owned by you in whole or in part;
 - (b) the **aircraft** is not on lease to you for a term of 30 days or more;
 - (c) the **aircraft** is not subject to a lease-purchase agreement to which you are a party; and
 - (d) the **aircraft** is used in connection with your **aviation operations**.
- (4) 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**.

2. Exclusions

This insurance does not apply to:

- a. **Expected or Intended Bodily Injury or Property Damage**

OLD REPUBLIC INSURANCE COMPANY

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

b. Contractual Liability

Bodily injury or **property damage** for which any **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:

- (1) that the **insured** would have in the absence of the contract or agreement; or
- (2) assumed in a contract or agreement that is an **insured contract**, provided the **bodily injury** or **property damage** occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **insured** are deemed to be damages because of **bodily injury** or **property damage**, provided:
 - (a) liability to such party for, or for the cost of, that party's defense has also been assumed in the same **insured contract**; and
 - (b) such attorney fees and litigation expenses are for the defense of that party in a civil **suit** or an alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Property Damage

Property damage to the **non-owned aircraft**.

d. Workers' Compensation and Similar Laws

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

e. Employer's Liability

Bodily injury to:

- (1) an **employee** of any **insured** arising out of and in the course of employment by any **insured**; or
- (2) the spouse, child, parent, brother or sister of that **employee** as a consequence of (1) above.

This exclusion applies whether any **insured** may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the **bodily injury**.

This exclusion does not apply to liability assumed by any **insured** under an **insured contract**.

OLD REPUBLIC INSURANCE COMPANY

f. **Products-Completed Operations**

Bodily injury or **property damage** included in the **products-completed operations** hazard.

g. **Leased or Financed Aircraft**

Claims arising out of any **aircraft** rented to, financed for, or leased to others (or repossessed or reacquired) by any **insured** or any subsidiary of that **insured** or by any company owned or controlled by that **insured**.

h. **Property Damage**

Property damage to:

- (1) property you own, rent or occupy;
- (2) property loaned or leased to you;
- (3) personal property in the care, custody or control of the **insured**.

SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D AND E

1. We will pay, with respect to any claims we investigate or settle or any **suit** against an **insured** we defend:
 - a. all expenses we incur.
 - b. up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the **Bodily Injury** Liability Coverage applies. We do not have to furnish these bonds.
 - c. the cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. all reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of the claim or **suit**, including actual **loss** of earnings up to \$250 a day because of time off from work.
 - e. all costs taxed against the **insured** in the **suit**.
 - f. prejudgment interest awarded against the **insured** on that part of the judgment we pay; but if we make an offer to pay the applicable limit of insurance before the entry of a judgment, we will not pay any prejudgment interest that accrues thereafter on the part of any judgment we pay.
 - g. all interest that accrues on the amount of any judgment within the applicable limit of liability, between the entry of that judgment and our payment of that amount, our offer to pay that amount, or our deposit of that amount in the court.

OLD REPUBLIC INSURANCE COMPANY

These payments will not reduce the limits of insurance.

2. If we defend an **insured** against a **suit** and an indemnitee of the **insured** is also named as a party to the **suit**, we will defend that indemnitee if all of the following conditions are met:
 - a. the **suit** against the indemnitee seeks damages for which the **insured** has assumed the liability of the indemnitee in a contract or agreement that is an **insured contract**;
 - b. this insurance applies to such liability assumed by the **insured**;
 - c. the obligation to defend, or the cost of the defense of, that indemnitee has also been assumed by the **insured** in the same **insured contract**;
 - d. the allegations in the **suit** and the information we know about the **occurrence** or offense are such that no conflict appears to exist between the interests of any **insured** and the interests of the indemnitee;
 - e. the indemnitee and the **insured** asks us to conduct and control the defense of that indemnitee against such **suit** and agree that we can assign the same counsel to defend the **insured** and the indemnitee; and
 - f. the indemnitee:
 - (1) agrees in writing to:
 - (a) cooperate with us in the investigation, settlement, or defense of the **suit**;
 - (b) immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the **suit**;
 - (c) notify any other insurer whose coverage is available to the indemnitee; and
 - (d) cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) provide us with written authorization to:
 - (a) obtain records and other information related to the **suit**; and
 - (b) conduct and control the defense of the indemnitee in such **suit**.

Provided that the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us, and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of paragraph 2. b. (2) of SECTION I - COVERAGES A **BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, such payments will not be deemed to be damages for **bodily injury** and **property damage** and will not reduce the limits of insurance.

OLD REPUBLIC INSURANCE COMPANY

Our obligation to defend an **insured's** indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. the applicable limit of insurance has been exhausted by the payment of judgments or settlements; or
- b. the conditions set forth above, or the terms of the agreement described in paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

1. If you are designated on the **Coverage Data Page** as:
 - a. an individual, you and your spouse are **insureds**, but only with respect to the conduct of your **aviation operations** of which you are the sole owner.
 - b. a partnership or joint venture, you are an **insured**. Your members, your partners, and their spouses are also **insureds**, but only with respect to the conduct of your **aviation operations**.
 - c. a limited liability company you are an **insured**. Your members are also **insureds**, but only with respect to the conduct of your **aviation operations**. Your managers are **insureds**, but only with respect to their duties as your managers.
 - d. an organization other than a partnership, joint venture, or limited liability company, you are an **insured**. Your **executive officers** and directors are **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, you are an **insured**. Your trustees are also **insureds**, but only with respect to their duties as trustees.
 - f. a public entity, you are an **insured**. Your elected or appointed officers or members of any board or commission or agency of yours are also **insureds**, but only while acting within the scope of their duties as respects your **aviation operations**.
2. Each of the following is also an **insured**:
 - a. your **volunteer workers** only while performing duties related to the conduct of your **aviation operations**, or your **employees**, other than either your **executive 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 **aviation operations**. However, none of these **employees** or **volunteer workers** are **insureds** for:
 - (1) **bodily injury or personal and advertising 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 **aviation operations**, or to your other **volunteer workers** while performing duties related to the conduct of your **aviation operations**;
 - (b) to the spouse, child, parent, brother or sister of any co-**employee** or **volunteer worker** as a consequence of paragraph (1) (a) above;

OLD REPUBLIC INSURANCE COMPANY

(c) for which there is any obligation to share damages with or repay someone else who must pay damages because of the **bodily injury** or **personal and advertising injury** described in paragraphs (1) (a) or (b) above; or

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

(2) **property damage** to property:

(a) owned, occupied or used by;

(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**, **volunteer workers**, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your **employee** or **volunteer worker**) or 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 a legal representative has been appointed for you.

d. Your proper legal representative if you die, but only with respect to his or her duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or a majority interest, 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 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage A does not apply to **bodily injury** or **property damage** that occurred before you acquired or formed the organization;

c. Coverage B does not apply to **personal and advertising injury** arising out of an offense committed before you acquired or formed the organization;

d. Coverage C does not apply to medical expenses arising out of **bodily injury** that occurred before you acquired or formed the organization;

e. Coverage D does not apply to **loss to aircraft** before you acquired or formed the organization; and

f. Coverage E does not apply to **bodily injury** or **property damage** that occurred before you acquired or formed the organization.

OLD REPUBLIC INSURANCE COMPANY

No person or organization is an **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** on the **Coverage Data Page**.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown on the **Coverage Data Page** and the rules below establish the most we will pay regardless of the number of:
 - a. **insureds**;
 - b. claims made or **suits** brought;
 - c. persons or organizations making claims or bringing **suits**; or
 - d. **aircraft** to which Coverage D applies.
2. The General Aggregate limit is the most we will pay for the sum of:
 - a. medical expenses under Coverage C;
 - b. damages under Coverage A, except damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard**;
 - c. damages under Coverage B; and
 - d. damages under Coverage E.
3. The **Products-Completed Operations** aggregate limit is the most we will pay under Coverage A for damages because of **bodily injury** and **property damage** arising out of the **products-completed operations hazard**.
4. Subject to 2. above, the **Personal and Advertising Injury** aggregate limit is the most we will pay under Coverage B for the sum of all damages because of all **personal and advertising injury**.
5. Subject to 2. or 3. above, whichever applies, the Each **Occurrence** limit is the most we will pay for the sum of:
 - a. all damages under Coverage A; and
 - b. all medical expenses under Coverage Cbecause of all **bodily injury** (inclusive of **related claims**) and **property damage** caused by any one **occurrence**. The "each **occurrence**" limit is the most we will pay for all **bodily injury** that is caused by an **occurrence**, regardless of the number of persons making a claim or bringing a **suit**, the number of claims that are made or **suits** that are brought, or the number of **insureds** against which claims are made or **suits** are brought.
6. Subject to 5. above, the Damage to Premises Rented to You limit is the most we will pay under Coverage A for damages because of **property damage** to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

OLD REPUBLIC INSURANCE COMPANY

7. Subject to 5. above, the Medical Expense limit is the most we will pay under Coverage C for all medical expenses because of **bodily injury** sustained by any one person.
8. The Hangarkeeper's Each **Loss** limit is the most we will pay for the sum of damages under Coverage D because of any one **loss**.
9. Subject to 8. above, the Hangarkeeper's Each **Aircraft** limit is the most we will pay for the sum of damages under Coverage D because of **loss** to any one **aircraft** in any one **loss**.
10. Subject to 2. above, the **Non-owned Aircraft** Liability limit is the most we will pay under Coverage E for all damages because of **bodily injury** (inclusive of **related claims**) and **property damage** caused by any one **occurrence**. In no event shall the amount we pay under Coverage E exceed the limit of liability stated on the **Coverage Data Page** as applicable to each **occurrence**.

As it relates to **Non-owned Aircraft** Liability, if the **Coverage Data Page** shows a coverage limit for "each **passenger**", the most we will pay for all damages on account of **bodily injury** sustained by any one **passenger** as a result of an **occurrence**, inclusive of **related claims**, is the amount shown on the **Coverage Data Page** for each **passenger**. The "each **occurrence**" limit is the most we will pay for all **bodily injury** that results from an **occurrence** regardless of the number of persons bringing a claim or the number of claims made against you.

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 on the **Coverage Data Page**, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

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

2. **Cancellation**

- a. The first **Named Insured** shown on the **Coverage Data Page** may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first **Named Insured** written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first **Named Insured's** last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. 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 will be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. **Changes**

This policy contains all agreements between you and us concerning the insurance afforded. The first **Named Insured** shown on the **Coverage Data Page** is authorized to make changes in the terms of this policy with our written consent. This policy's terms can be amended or waived only by amendment issued by us and made a part of this policy.

4. **Duties in the Event of Occurrence, Offense, Claim, or Suit**

- a. You must see to it that we are notified as soon as practicable of an **occurrence** or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) how, when and where the **occurrence** or offense took place;
 - (2) the names and addresses of any injured persons and witnesses; and

OLD REPUBLIC INSURANCE COMPANY

- (3) the nature and location of any injury or damage arising out of the **occurrence** or offense.
- b. If a claim is made or **suit** is brought against any **insured**, you must:
 - (1) immediately record the specifics of the claim or **suit** and the date received;
 - (2) notify us as soon as practicable; and
 - (3) you must see to it that we receive written notice as soon as practicable.
- c. You and any other involved **insured** must:
 - (1) immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or **suit**;
 - (2) authorize us to obtain records and other information;
 - (3) cooperate with us in the investigation or settlement of the claim or defense against the **suit**; and
 - (4) 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 this insurance may also apply.
- d. No **insured** will, except at that **insured's** own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without the consent of the **Company**.

5. Examination of Your Books and Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

6. Inspections and Surveys

- a. We have the right to:
 - (1) make inspections and surveys at any time;
 - (2) give you reports on the conditions we find; and
 - (3) recommend changes.
- b. We are not obligated to make any inspections, surveys, reports, or recommendations and any such actions we do undertake 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. And, we do not warrant that conditions:

OLD REPUBLIC INSURANCE COMPANY

- (1) are safe or healthful; or
- (2) comply with laws, regulations, codes, or standards.
- c. Paragraphs a. and b. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports, or recommendations on our behalf.

7. Legal Action against Us

No person or organization has a right under this policy:

- 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 policy unless there has been full compliance with all policy terms.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an **insured**. However, we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the **insured**, and the claimant or the claimant's legal representative.

8. Other Insurance

If other valid and collectible insurance is available to any **insured** for a **loss** we cover under Coverages A, B, D, or E of this policy, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in paragraph c. below.

b. Excess Insurance

(1) This insurance is excess over:

- (a) any of the other insurance, whether primary, excess, contingent or on any other basis:
 - i. that is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for **your work**;
 - ii. that is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - iii. that is insurance purchased by you to cover your liability as a tenant for **property damage** to premises rented to you or temporarily occupied by you with permission of the owner; or

OLD REPUBLIC INSURANCE COMPANY

- iv. if the **loss** arises out of the maintenance or use of **aircraft, autos, or watercraft** to the extent not subject to Exclusion g. of SECTION I - COVERAGE A **BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.
- (b) any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional **insured**.
- (2) When this insurance is excess, we will have no duty under Coverages A, B, D or E to defend any **insured** against any **suit** if any other insurer has a duty to defend that **insured** against that **suit**. If no other insurer defends, we will undertake to do so, but we will be entitled to the **insured's** rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the claim, if any, that exceeds the sum of:
 - (a) the total amount that all such other insurance would pay for the **loss** in the absence of this insurance; and
 - (b) the total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining **loss**, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown on the **Coverage Data Page** of this policy.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the **loss** remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

If the other insurance is written through the **Company** as primary insurance, the total limit of the **Company's** liability will not exceed the greatest limit on any one policy.

9. Premium Audit

- a. We will compute all premiums for this policy in accordance with our rules and rates.
- b. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first **Named Insured**. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first **Named Insured**.
- c. The first **Named Insured** must keep records of the information we need for premium computation and send us copies at such times as we may request.

OLD REPUBLIC INSURANCE COMPANY

10. Premiums and Deductibles

The first **Named Insured** shown on the **Coverage Data Page**:

- a. is responsible for the payment of all premiums and deductibles; and
- b. will be the payee for any return premiums we pay.

11. Representations

By accepting this policy, you agree:

- a. the statements on the **Coverage Data Page** are accurate and complete;
- b. those statements are based upon representations you made to us; and
- c. we have issued this policy in reliance upon your representations.

12. Separation of Insureds

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

- a. as if each **Named Insured** were the only **Named Insured**; and
- b. separately to each **insured** against whom claim is made or **suit** is brought.

13. Conformity with Law

If any term of this policy is in conflict with or inconsistent with a law of any jurisdiction where the policy is in effect, we will conform to those laws.

14. Titles of Paragraphs

The titles of the various paragraphs of this policy and amendments, if any, are inserted solely for reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

15. Transfer of Rights of Recovery against Others to Us

If any **insured** has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The **insured** must do nothing after claim to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

16. Transfer of Your Rights and Duties under This Policy

Your rights and duties under this policy may not be transferred without our written consent, except in case of death or bankruptcy of an individual **Named Insured**.

OLD REPUBLIC INSURANCE COMPANY

If such individual **Named Insured** dies or is adjudged bankrupt or insolvent, his or her rights and duties will be transferred to the **Named Insured's** legal representative, but only while acting within the scope of his or her duties as such. Until the **Named Insured's** legal representative is appointed, anyone having proper temporary custody of the **Named Insured's** property will have such **Named Insured's** rights and duties, but only with respect to that property, but in no event for more than sixty (60) days following such death or adjudication.

17. Violation of Statute

If coverage for a claim under this policy is in violation of any economic or trade sanctions by the United States of America, including but not limited to, sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), then coverage for that claim shall be null and void.

18. When We Do Not Renew

If we decide not to renew this policy, we will mail or deliver to the first **Named Insured** shown on the **Coverage Data Page** written notice of the nonrenewal not less than 30 days before the expiration date.

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

SECTION V - COMMON POLICY EXCLUSIONS

1. **Asbestos Exclusion Clause**

This policy does not cover any claims of any kind whatsoever directly or indirectly relating to, arising out of or in consequence of:

- a. the actual, alleged or threatened exposure to or presence of **asbestos** in any form whatsoever, including, but not limited to, **asbestos** fibers or **asbestos** dust, or any material or product containing, or alleged to contain **asbestos**; or
- b. any obligation, request, demand, order, or statutory or regulatory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, neutralize, protect against or in any other way respond to the actual, alleged or threatened presence of **asbestos** or any material or product containing, or alleged to contain **asbestos**. However, the exclusion shall not apply to any claim for **asbestos** exposure caused by or resulting from a crash, fire, explosion, or collision or a recorded **in flight** emergency causing abnormal **aircraft** operations.

Notwithstanding any other provisions of this policy, we will have no duty to investigate, defend or pay defense costs in respect of any claim excluded in whole or in part under paragraphs 1.a. and 1.b. above.

2. **Noise and Pollution and Other Perils Exclusion Clause**

- a. This policy does not cover claims directly or indirectly occasioned by, happening through, or in consequence of:

- (1) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith;

- (2) **pollution**

- (3) **or contamination** of any kind whatsoever;

- (4) electrical and electromagnetic interference; and/or

- (5) interference with the use of property;

unless caused by or resulting in a crash, fire, explosion or collision or a recorded **in flight** emergency causing abnormal **aircraft** operation.

- b. With respect to any provision in the policy concerning any duty of the **Company** to investigate or defend claims, such provision shall not apply and the **Company** shall not be required to defend:

- (1) claims excluded by Paragraph a., or

OLD REPUBLIC INSURANCE COMPANY

- (2) a claim or claims covered by the policy when combined with any claims excluded by Paragraph a. (referred to below as Combined Claims).
- c. In respect of any Combined Claims, the **Company** shall (subject to proof of **loss** and the limits of the policy) reimburse the **insured** for that portion of the following items which may be allocated to the claims covered by the policy:
 - (1) damages awarded against the **insured**, and
 - (2) defense fees and expenses incurred by the **insured**.
- d. Nothing herein shall override any radioactive **contamination** or other exclusion clause attached to or forming part of this policy.

3. Nuclear Risks Exclusion Clause

- a. This policy does not cover:
 - (1) **loss** or destruction of or damage to any property whatsoever or any **loss** or expense whatsoever resulting or arising therefrom or any consequential **loss**; or
 - (2) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - (a) the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - (b) the radioactive properties of, or a combination of radioactive properties with toxic, explosive, or other hazardous properties of, any other radioactive material in the course of carriage as cargo, including storage or handling incidental thereto; or
 - (c) ionizing radiations or **contamination** by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.
- b. It is understood and agreed that such radioactive material or other radioactive source in Paragraph a. (2) (b) and a. (2) (c) above shall not include:
 - (1) depleted uranium and natural uranium in any form; or
 - (2) radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational, or industrial purpose.
- c. This policy, however, does not cover **loss** of or destruction of or damage to any property or any consequential **loss** or any legal liability of whatsoever nature with respect to which:
 - (1) the **insured** under this policy is also an **insured** or an additional **insured** under any other insurance policy, including any nuclear energy liability policy, notwithstanding such other policy has terminated upon exhaustion of its limit of liability;
 - (2) any person or organization is required to maintain financial protection pursuant to legislation in any country; or

OLD REPUBLIC INSURANCE COMPANY

- (3) the **insured** under this policy is, or had this policy not been issued would be, entitled to indemnification from any government or agency thereof.
- d. **Loss**, destruction, damage, expense, or legal liability in respect of the nuclear risks not excluded by reason of Paragraph b. above shall (subject to all other terms, conditions, limitations, warranties, and exclusions of this policy) be covered, provided that:
- (1) in the case of any claim in respect of radioactive material in the course of carriage as cargo, including storage or handling incidental thereof, such carriage shall in all respects have complied with the full International Civil Aviation Organization "Technical Instructions for the Safe Transport of Dangerous Goods by Air", unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation;
 - (2) this policy shall only apply to an **occurrence** happening during the period of this policy and where any claim by any **insured** against us or by any claimant against any **insured** arising out of such **occurrence** shall have been made within three (3) years after the date thereof;
 - (3) in the case of any claim for the **loss** of or destruction of or damage to or **loss** of use of an **aircraft** caused by or contributed to by radioactive **contamination**, the level of such **contamination** shall have exceeded the maximum permissible level set out in the following scale:

<u>Emitter</u>	<u>Maximum permissible level of non-fixed radioactive surface contamination (Averaged over 300 cm²)</u>
(IAEA Health and Safety Regulations)	
Beta, gamma, and low toxicity alpha emitters	Not exceeding 4 Becquerels / cm ² (10 ⁻⁴ microcuries / cm ²)
All other alpha emitters	Not exceeding 0.4 Becquerels / cm ² (10 ⁻⁵ microcuries / cm ²)

- (4) the cover afforded hereby may be cancelled at any time by us giving seven days' notice of cancellation.

4. War, Hijacking and Other Perils Exclusion Clause

This policy does not cover claims caused by:

- a. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power;
- b. any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- c. strikes, riots, civil commotions or labor disturbances;

OLD REPUBLIC INSURANCE COMPANY

- d. any act of one or more persons, whether or not agents of a sovereign power, for political or terrorist purposes and whether the **loss** or damage resulting therefrom is accidental or intentional;
- e. any malicious act or act of sabotage;
- f. confiscation, nationalization, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any government (whether civil, military or de facto) or public or local authority;
- g. hi-jacking or any unlawful seizure or wrongful exercise of control of the **aircraft** or crew **in flight** (including any attempt at such seizure or control) made by any person or persons on board the **aircraft** acting without the consent of the **insured**.

Furthermore, this policy does not cover claims arising while an **aircraft** is outside the control of the **insured** by reason of any of the perils referenced in 4. a. through g. above.

An **aircraft** shall be deemed to have been restored to the control of the **insured** on the safe return of that **aircraft** to the **insured** at an airfield not excluded by the geographical limits of this policy, and entirely suitable for the operation of that **aircraft** (such safe return shall require that the **aircraft** be parked with engines shut down and under no duress).

5. Special Airport Provisions Exclusion Clause

This insurance does not apply:

a. Air Meets, Contests or Exhibitions

to the conduct of any contest, exhibition, air meet, air race or air show permitted, sponsored or participated in by any **insured**, or to any claims or **suits** resulting therefrom. However, this exclusion does not apply to static displays.

b. Grandstands, Swimming Pools, Lodging, Schools

to any claims or **suits** resulting from the ownership, maintenance, use or operation by any **insured** of:

- (1) grandstands, bleachers or observation platforms other than observation decks or promenades which are part of permanent structures on the premises;
- (2) swimming pools; or
- (3) lodging accommodations for the general public.

c. Restaurants

to restaurants operated by you or by others trading under your name if the **bodily injury** or **property damage** arises out of:

- (1) **your products**; or

OLD REPUBLIC INSURANCE COMPANY

- (2) reliance upon a representation or warranty made with respect thereto if the **bodily injury** or **property damage** occurs after physical possession of such products has been relinquished to others.

d. Skydiving

to the **Named Insured**, any **insured**, or any other person or organization, with respect to any **property damage**, **bodily injury**, or **personal and advertising injury** sustained by any person or organization resulting or arising from any **occurrence** associated with or related to the act of parachuting, skydiving, training for skydiving, or the rental, use or furnishing of any skydiving equipment.

There shall be no duty to defend any claim or **suit** arising from any **occurrence** associated with or related to the act of parachuting, skydiving, training for skydiving or the rental, use or furnishing of any skydiving equipment. There will be no Supplementary Payments Coverage arising from any **occurrence** associated with or related to the act of parachuting, skydiving, training for skydiving, or the rental, use or furnishing of any skydiving equipment.

6. Date Recognition Exclusion Clause

This policy does not cover any claim, damage, injury, **loss**, cost, expense or liability (whether in contract, tort, negligence, product liability, misrepresentation, fraud or otherwise) of any nature whatsoever arising from or occasioned by or in consequence of (whether directly or indirectly and in whole or in part):

- a. the failure or inability of any computer hardware, software, integrated circuit, chip, or information technology equipment or system (whether in the possession of the **insured** or any third party) to accurately or completely process, exchange or transfer year, date or time; whether on or before or after such change of year, date or time;
- b. any implemented or attempted change or modification of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the **insured** or any third party) in anticipation of or in response to any such change of year, date or time, or any advice given or services performed in connection with any such change or modification; and/or
- c. any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act or decision of the **insured** or of any third party, related to any such change of year, date or time.

Any provision in this policy concerning any duty of the insurer to investigate or defend claims shall not apply to any claim excluded by the Date Recognition Exclusion Clause.

7. Recording and Distribution of Material or Information in Violation of Law

This policy does not cover any claim arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. the Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

OLD REPUBLIC INSURANCE COMPANY

- b. the CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- c. the Fair Credit Reporting Act (FCRA) and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- d. any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

SECTION VI - DEFINITIONS

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 websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an **advertisement**.

Aircraft means an **aircraft** of any type and the components thereof, including **unmanned aircraft**.

Asbestos means any form of the mineral known as **asbestos** or any form of impure magnesium silicate, including but not limited to any material, waste, equipment, device or product containing **asbestos**, or any dust or particles containing **asbestos**, whether or not the **asbestos** is friable and whether or not the **asbestos** is in or on any structure or in the air, soil or groundwater or in any other media.

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 in the state where it is licensed or principally garaged.

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

Aviation operations means all operations arising from the ownership, maintenance, or use of locations for aviation activities, including that portion of roads or other accesses that adjoin these locations. **Aviation operations** include all operations necessary or incidental to aviation activities.

Bodily injury means physical injury, sickness, disease or mental anguish sustained by a person, including death resulting from any of these at any time.

Company means the insurance **Company** named on the **Coverage Data Page** which is the provider of this insurance coverage. The words "we," "us," and "our" refer to the **Company** providing this insurance.

Coverage Data Page means the portion of the policy detailing the name of the insurance **Company**, policy number, **Named Insured**, policy period, effective dates, coverages and limits, any amendments adding or excluding additional coverages and the cost of the coverage (or the pro rata thereof).

OLD REPUBLIC INSURANCE COMPANY

Coverage territory means:

- a. the United States of America (including its territories and possessions), Puerto Rico, and Canada;
- b. international waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
- c. all other parts of the world if the injury or damage arises out of:
 - (1) goods or products made or sold by you in the territory described in a. above;
 - (2) the activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) **personal and advertising injury** offenses that take place through the Internet or similar electronic means of communication

provided the **insured's** responsibility to pay damages is determined in a **suit** on the merits, in the territory described in a. above or in a settlement we agree to.

Employee includes a **leased worker**. **Employee** does not include a temporary worker.

Executive officer means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

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
- 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 you're fulfilling the terms of the contract or agreement.

In flight means the time commencing with the actual take-off run of the **aircraft** until it has completed its landing roll, or if the **aircraft** is a rotorcraft, from the time the rotors start to rotate under power until they cease to rotate.

Insured contract means:

- a. a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an **insured contract**;
- b. a sidetrack agreement;

OLD REPUBLIC INSURANCE COMPANY

- c. any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. an elevator maintenance agreement;
- f. that part of any other contract or agreement pertaining to your **aviation operations** (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) that indemnifies a railroad for **bodily injury** or **property damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.
- (2) that indemnifies an architect, engineer or surveyor for **bodily injury** or **property damage** arising out of:
 - (a) preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or
 - (b) giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.
- (3) under which the **insured**, if an architect, engineer, or surveyor, assumes liability for an **bodily injury** or **property damage** arising out of the **insured's** rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural, or engineering activities.
- (4) that indemnifies any person or organization for **bodily injury** and **property damage** arising out of the manufacture of **aircraft** or **aircraft** parts by the indemnitee.
- (5) that indemnifies any person or organization for **bodily injury** and **property damage** arising out of the major alteration or repair of **aircraft** or **aircraft** parts by the indemnitee.
- (6) which is agreed to orally by you and another party, unless the contract or agreement is required by a governmental body for you to use an airport.

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.

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**;

OLD REPUBLIC INSURANCE COMPANY

- 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.

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**.

Loss means an accident resulting in direct damage to tangible property, including continuous or repeated exposure to substantially the same general harmful conditions. **Loss** includes any resulting **loss** of use.

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 including special use vehicles designed for operation on airports; however, this shall not include passenger cars, pickup trucks, ambulances, tow trucks, buses or snow plows (except while within the confines of an **aircraft** operations area);
- 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 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 a., b., c., d. or e. 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

OLD REPUBLIC INSURANCE COMPANY

- (b) road maintenance, but not road construction or resurfacing; or
- (c) street cleaning;
- (2) cherry pickers or similar devices mounted on an **auto** 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 vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered **autos**.

Named Insured means the **Named Insured** shown on the **Coverage Data Page**. The words "you" and "your" refer to the **Named Insured** when used.

Non-Owned Aircraft means any **aircraft** as described in the **Non-Owned Aircraft** section on the **Coverage Data Page**.

Occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

Passenger means a person while in, on, entering or getting out of the **aircraft**.

Personal and advertising injury means injury, including consequential **bodily injury**, arising out of one or more of the following offenses:

- a. false arrest, detention, or imprisonment;
- b. malicious prosecution;
- c. 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, committed by or on behalf of its owner, landlord or lessor;
- d. oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. the use of another's advertising idea in your **advertisement**;
- g. infringing upon another's copyright, trade dress or slogan in your **advertisement**; or
- h. misdirection of a person to an **aircraft** or other conveyance.

Pollution or Contamination means any actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration, disposal or the presence of **pollutants** or **contaminants**, in any form, in or on air, land or water of any type, including groundwater.

OLD REPUBLIC INSURANCE COMPANY

Pollutants or Contaminants means any substance, material, matter or irritant, including, without limitation, any solid, liquid, gaseous or thermal substance, material, matter or irritant of any kind whatsoever, or any air emission, smoke, vapor, soot, fume, acid, alkali, chemical, or nuclear material alleged to be a possible or probable carcinogenic, odor, oil or other petroleum product, fungus (including mold or mildew or any mycotoxin, spore, scent or byproduct produced or released by fungi, other than any fungi intended by the **insured** for human consumption), or waste of any kind whatsoever, including material to be recycled, reconditioned or reclaimed, whether or not the material has been disposed of by you or any person handling the waste. Waste shall include but not be limited to: solid waste, waste water, waste oil, infectious medical waste, and human, animal or vegetable waste.

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 of the work called for in your contract has been completed;
 - (b) when all of 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 on the **Coverage Data Page** or in a policy schedule, states that **products-completed operations** for such products or operations are subject to the General Aggregate Limit.

Property damage means:

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

OLD REPUBLIC INSURANCE COMPANY

- b. **loss** of use of tangible property that is not physically injured. All such **loss** of use shall 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.

As used in this definition, 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.

Related claims means all claims for care and **loss** of service, **loss** of society and consortium, mental anguish, emotional distress, **loss** of support, medical and funeral expenses, and any and all other damages resulting from or arising out of **bodily injury** to any person or **passenger**.

Spacecraft means a **spacecraft**, satellite, spaceship, space station (or launch vehicle for such **spacecraft**) designed to travel to, in, or from and operate primarily in space (including parts thereof detached **in flight**). The term **spacecraft** excludes **aircraft** and missiles.

Suit means a civil proceeding in which damages because of **bodily injury**, **property damage** **personal and advertising injury** or **loss** to which this insurance applies are alleged. **Suit** includes:

- a. an arbitration proceeding in which such damages are claimed and to which the **insured** must submit or does submit with our consent; or
- b. any other alternative dispute resolution proceeding in which such damages are claimed and to which the **insured** submits with our consent.

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

Unmanned aircraft means an **aircraft** that is not:

- a. designed;
- b. manufactured; or
- c. modified after manufacture;

to be controlled directly by a person from within or on the **aircraft**.

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

OLD REPUBLIC INSURANCE COMPANY

- (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.

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.

OLD REPUBLIC INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION AMENDMENT

Policy Number: AR 00145401 Insured: CHARLES HARRISON

Policy Period: From: February 1, 2024 To: February 1, 2025

Effective Date of This Amendment: February 1, 2024 12:01 am Standard Time

This amendment modifies insurance provided under the following:

AVIATION COMMERCIAL GENERAL LIABILITY POLICY

THIS AMENDMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE

Name of Person(s) or Organization(s):

City of Vicksburg - 1401 Walnut Street; Vicksburg, MS 39180

Section II – WHO IS AN **INSURED** is amended to include as an additional **insured** the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury, property damage, or personal and advertising injury** caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. in the performance of your ongoing operations; or
2. in connection with your premises owned by or rented to you.

As respects the above additional **insured**, this insurance does not apply to any claim or liability arising out of the use of any **aircraft** product manufactured, sold, handled, or distributed by the above additional **insured**.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Date Issued: January 29, 2024

OLD REPUBLIC INSURANCE COMPANY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
AMENDMENT

Policy Number: AR 00145401 Insured: CHARLES HARRISON

Policy Period: From: February 1, 2024 To: February 1, 2025

Effective Date of This Amendment: February 1, 2024 12:01 am Standard Time

This amendment modifies insurance provided under the following:

AVIATION COMMERCIAL GENERAL LIABILITY POLICY

THIS AMENDMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE

Description of Person(s) or Organization(s):

City of Vicksburg - 1401 Walnut Street; Vicksburg, MS 39180

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph 15. Transfer of Rights of Recovery against others to Us is amended by the addition of the following:

We waive any right of recovery we may have against the person(s) or organization(s) shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or **your work** done under a contract with that person(s) or organization(s) and included in the **products-completed operations hazard**.

This waiver applies only to the person(s) or organization(s) shown in the Schedule above.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Date Issued: February 1, 2024

OLD REPUBLIC INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION AMENDMENT

Policy Number: AR 00145401 Insured: CHARLES HARRISON

Policy Period: From: February 1, 2024 To: February 1, 2025

Effective Date of This Amendment: February 1, 2024 12:01 am Standard Time

This amendment modifies insurance provided under the following:

AVIATION COMMERCIAL GENERAL LIABILITY POLICY

THIS AMENDMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE

Name of Person(s) or Organization(s):

Vicksburg Municipal Airport - 5855 Hwy. 61 South; Vicksburg, MS 39180

Section II – WHO IS AN **INSURED** is amended to include as an additional **insured** the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury, property damage, or personal and advertising injury** caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. in the performance of your ongoing operations; or
2. in connection with your premises owned by or rented to you.

As respects the above additional **insured**, this insurance does not apply to any claim or liability arising out of the use of any **aircraft** product manufactured, sold, handled, or distributed by the above additional **insured**.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Date Issued: January 29, 2024

OLD REPUBLIC INSURANCE COMPANY

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
AMENDMENT**

Policy Number: AR 00145401 Insured: CHARLES HARRISON

Policy Period: From: February 1, 2024 To: February 1, 2025

Effective Date of This Amendment: February 1, 2024 12:01 am Standard Time

This amendment modifies insurance provided under the following:

AVIATION COMMERCIAL GENERAL LIABILITY POLICY

THIS AMENDMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE

Description of Person(s) or Organization(s):

Vicksburg Municipal Airport - 5855 Hwy. 61 South; Vicksburg, MS 39180

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph 15. Transfer of Rights of Recovery against others to Us is amended by the addition of the following:

We waive any right of recovery we may have against the person(s) or organization(s) shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or **your work** done under a contract with that person(s) or organization(s) and included in the **products-completed operations hazard**.

This waiver applies only to the person(s) or organization(s) shown in the Schedule above.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Date Issued: February 1, 2024

OLD REPUBLIC INSURANCE COMPANY

**CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM EXCLUSION OF NUCLEAR,
BIOLOGICAL, CHEMICAL OR RADIOLOGICAL ACTS OF TERRORISM**

Policy Number: AR 00145401 Insured: CHARLES HARRISON

Policy Period: From: February 1, 2024 To: February 1, 2025

Effective Date of This Amendment: February 1, 2024 12:01 am Standard Time

This amendment modifies insurance provided under the following:

AVIATION COMMERCIAL GENERAL LIABILITY POLICY

THIS AMENDMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

- A. This insurance does not apply and we will not pay for **any injury or damage** caused directly out of an act of **Terrorism** including action in hindering, defending against, or responding to an actual or expected incident of **Terrorism** when one or more of the following are attributed to an incident of **Terrorism** including a **Certified Act of Terrorism**:
1. The **Terrorism** involves the use, release or escape of nuclear materials, or directly results in nuclear reaction or radiation or radioactive contamination; or
 2. The **Terrorism** is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
 3. Radioactive material is released, and it appears that one purpose of the **Terrorism** was to release such material; or
 4. The **Terrorism** is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
 5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of them **Terrorism** was to release such materials.
- B. The following definitions are added and apply under this endorsement whenever the terms are used:
- “**Terrorism**” means activities against persons, organizations or property of any nature:
- a. That involve the following or the preparation for the following:
 - i. Use or threat of force or violence; or
 - ii. Commission or threat of a dangerous act; or
 - ii. Commission or threat of an act that interferes with or disrupts an electronic communication, information, or mechanical system; and
 - b. When one or both of the following applies:

OLD REPUBLIC INSURANCE COMPANY

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM EXCLUSION OF NUCLEAR, BIOLOGICAL, CHEMICAL OR RADIOLOGICAL ACTS OF TERRORISM

- i. The effect is to intimidate or coerce a government or a civilian population or any segment thereof, or to disrupt any segment of the economy; and/or
- ii. It appears that the intent is to intimidate or coerce a government or a civilian population or to further a philosophical, ideological, religious, social, or economic objective or to express (or express opposition to) a philosophical, ideological, religious, social or economic objective.

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

- a. The act resulted in aggregate losses in excess of \$5 million; 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.
- c. Any certification of, or determination not to certify, an act of **Terrorism** under this paragraph shall be final, and shall not be subject to judicial review.
- d. The Secretary may not delegate or designate to any other officer, employee, or person, any determination under this paragraph of whether, during the effective period of the Program, an act of **Terrorism** has occurred.

- 1. For the purposes of this endorsement, **“any injury or damage”** means any injury or damage covered under any Coverage Part to which this amendment is applicable, and includes but is not limited to **bodily injury, property damage**, and injury or environmental damage.

- C. With respect to any one or more **Certified Act of Terrorism**, we will not pay any amounts for which we are not responsible under the terms of the federal Terrorism Risk Insurance Act due to the application of any clause which results in a cap on our liability for payments for **Terrorism** losses.
- D. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- E. In the event of any incident of a **Certified Act of Terrorism** that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded.

Multiple incidents of **Terrorism** including a **Certified 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.

OLD REPUBLIC INSURANCE COMPANY

**CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM EXCLUSION OF NUCLEAR,
BIOLOGICAL, CHEMICAL OR RADIOLOGICAL ACTS OF TERRORISM**

Except for the provisions described above, this amendment does not affect any of the other terms, provisions, Representations, conditions or agreements of your policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Date Issued: January 29, 2024

OLD REPUBLIC INSURANCE COMPANY
EXCLUSION OF ACTS TERRORISM AMENDMENT

Policy Number: AR 00145401 Insured: CHARLES HARRISON

Policy Period: From: February 1, 2024 To: February 1, 2025

Effective Date of This Amendment: February 1, 2024 12:01 am Standard Time

This amendment modifies insurance provided under the following:

AVIATION COMMERCIAL GENERAL LIABILITY POLICY

THIS AMENDMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

It is agreed that this policy is amended as follows:

- I. The following definitions are added and apply under this amendment whenever the term **Terrorism** or the phrase **Certified Act of Terrorism** are used:
 - A. **Terrorism** means activities against persons, organizations or property of any nature:
 1. That involve the following or the preparation for the following:
 - a. Use or threat of force or violence; or
 - b. Commission or threat of a dangerous act; or
 - c. Commission or threat of an act that interferes with or disrupts an electronic communication, information, or mechanical system; and
 2. When one or both of the following applies:
 - a. The effect is to intimidate or coerce a government or a civilian population or any segment thereof, or to disrupt any segment of the economy; and/or
 - b. It appears that the intent is to intimidate or coerce a government or a civilian population or to further a philosophical, ideological, religious, social, or economic objective or to express (or express opposition to) a philosophical, ideological, religious, social or economic objective.
 - B. **"Certified Act of Terrorism"** means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a **"Certified Act of Terrorism"** include the following:
 1. The act resulted in aggregate losses in excess of \$5 million; 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

OLD REPUBLIC INSURANCE COMPANY

EXCLUSION OF ACTS TERRORISM AMENDMENT

population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

3. Any certification of, or determination not to certify, an act of terrorism under this paragraph shall be final, and shall not be subject to judicial review.
4. The Secretary may not delegate or designate to any other officer, employee, or person, any determination under this paragraph of whether, during the effective period of the Program, an act of terrorism has occurred.

II. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury or damage" caused by **Terrorism**, including action in hindering or defending against an actual or expected incident of **Terrorism**. This exclusion also applies when one or more of the following are attributed to an incident of **Terrorism** including a **Certified Act of Terrorism**:

1. 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
2. The **Terrorism** is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
3. Radioactive material is released, and it appears that one purpose of the **Terrorism** was to release such material; or
4. The **Terrorism** is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the **Terrorism** was to release such materials.

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

Multiple incidents of Terrorism including a Certified 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.

In the event of any incident of **Terrorism** that is not subject to this Exclusion, coverage does not apply to "any injury or damage" that is otherwise excluded under this Policy.

OLD REPUBLIC INSURANCE COMPANY
EXCLUSION OF ACTS TERRORISM AMENDMENT

Except for the provisions described above, this amendment does not affect any of the other terms, provisions, representations, conditions or agreements of your policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Date Issued: January 29, 2024

OLD REPUBLIC INSURANCE COMPANY
DATE RECOGNITION LIMITED COVERAGE AMENDMENT

Policy Number: AR 00145401 Insured: CHARLES HARRISON

Policy Period: From: February 1, 2024 To: February 1, 2025

Effective Date of This Amendment: February 1, 2024 12:01 am Standard Time

This amendment modifies insurance provided under the following:

AVIATION COMMERCIAL GENERAL LIABILITY POLICY

THIS AMENDMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

In consideration for this extended coverage, you agree to pay an additional premium of \$0.

SECTION V - COMMON POLICY EXCLUSIONS, item 6. Date Recognition Exclusion Clause shall not apply to any sums which the **insured** shall become legally liable to pay and (if so required by the policy) shall pay (including costs awarded against the **insured**) in respect of:

1. accidental **bodily injury**, fatal or otherwise, or **loss** of or damage to property caused by an **aircraft** accident occurring during the policy period and arising out of a risk insured under the policy; and/or
2. accidental **bodily injury**, fatal or otherwise, or **loss** of or damage to property caused by an accident, other than an **aircraft** accident, occurring during the policy period and arising out of a risk insured under the policy. For the avoidance of doubt, solely for the purposes of this paragraph 2. and without prejudice to the meaning of the words in any other context, **bodily injury** shall mean only physical corporeal injury and unless arising directly therefrom shall not include mental or psychological injury.

Provided that:

1. Coverage provided pursuant to this Amendment shall be subject to all terms, conditions, limitations, warranties, exclusions and cancellation provisions of the policy (except as specifically provided herein), and nothing in this Amendment extends coverage beyond that which is provided by the policy.
2. Nothing in this Amendment shall provide any coverage:
 - (a) applying in excess of any scheduled underlying insurance and/or in respect of any non-aviation risks; and/or
 - (b) in respect of **grounding** of any **aircraft**; and/or
 - (c) in respect of **loss** of use of any property unless it arises out of physical damage to or destruction of property in the accident giving rise to a claim under the policy.

OLD REPUBLIC INSURANCE COMPANY
DATE RECOGNITION LIMITED COVERAGE AMENDMENT

3. The **insured** agrees that it has an obligation to disclose in writing to the **Company** during the policy period any material facts relating to the date recognition conformity of the **insured's** operations, equipment and products.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Date Issued: January 29, 2024

OLD REPUBLIC INSURANCE COMPANY
MISSISSIPPI CANCELLATION AMENDMENT

Policy Number: AR 00145401 Insured: CHARLES HARRISON

Policy Period: From: February 1, 2024 To: February 1, 2025

Effective Date of This Amendment: February 1, 2024 12:01 am Standard Time

This amendment modifies insurance provided under the following:

AVIATION COMMERCIAL GENERAL LIABILITY POLICY

THIS AMENDMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

In compliance with the laws of **Mississippi**, we agree to the following amendments of your policy:

The **Cancellation Provisions** in this policy which are inconsistent with the following provisions are replaced by these provisions. All other provisions in this policy remain in force.

1. You may cancel this policy by mailing or delivering to us advance written notice of cancellation. We will notify any named creditor loss payee of your request to cancel the policy.
2. We may cancel this policy by giving, mailing or delivering to the first Named Insured and any named creditor loss payee written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured and any named creditor loss payee at the last mailing address known to us. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
4. If this policy is cancelled, we will send you any premium refund due. If we cancel, the refund will be pro-rata. If you cancel, the refund may be less than pro-rata. The cancellation will be effective even if we have not made or offered a refund.
5. If notice is mailed, proof of mailing will be sufficient proof of notice.

The following is added and supersedes any other provisions to the policy:

WHEN WE DO NOT RENEW

If you do not renew this policy, we will notify any named creditor loss payee.

OLD REPUBLIC INSURANCE COMPANY
MISSISSIPPI CANCELLATION AMENDMENT

If we may elect not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and any named creditor loss payee at the last mailing address known to us. We will mail or deliver the notice at least:

1. 10 days before the expiration date if nonrenewal is because of nonpayment of premium; or
2. 30 days before the expiration date of the policy if nonrenewal is because of any other reason.

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

THE FOLLOWING PROVISIONS GOVERN THE CALCULATION OF A RETURN PREMIUM:

When we cancel this policy, the unearned premium will be returned to you. The return will be on a pro-rata basis, which is computed this way:

1. First, we calculate how much time there is between the cancellation date and the day this policy expires.
2. We then figure out the percentage of your **Policy Period** that this time represents.
3. Finally, we multiply this percentage by the amount of your premium. The result is the unearned premium that we return to you.

If you cancel this policy, we will compute the unearned premium on a pro-rata basis, less 10%.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Date Issued: January 29, 2024

INSURANCE IS PROVIDED BY
THE COMPANY DESIGNATED ON THE COVERAGE DATA PAGE

IN WITNESS WHEREOF, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

OLD REPUBLIC INSURANCE COMPANY
631 Excel Drive
Mt. Pleasant, Pennsylvania 15666
A Stock Company Non-participating With Regard to Paying Dividends to Policyholders

Thomas A. Dare

Secretary

Craig R. Smiddy

President