



Insurance Program Administered by Lockton Affinity, LLC
 P.O. Box 410679 | Kansas City, Missouri 64141
 Phone: (800) 658.7047 | Fax: (913) 652.7599
 Email: forestlandowners@locktonaffinity.com
 www.locktonaffinity.com/forestlandowners

COMMON POLICY DECLARATIONS

Unique Market Reference #: B0572NA16NRA1

POLICY NO.: FL201629130

Named Insured and Mailing Address

Crest Natural Resources, LLC
 4725 Hwy 28 East
 Pineville, LA 71360

RENEWAL OF NO.: FL201529130

Agent/Broker Number and Address

Lockton Affinity, LLC
 P.O. Box 410679
 Kansas City, MO 64141-0679

Policy Period: From October 22, 2016 to October 22, 2017 12:01 A.M. Standard Time at your mailing address shown above.

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.

BUSINESS DESCRIPTION: LANDOWNER AND HUNTING CLUBS ACTIVITY OPERATION

COVERAGES

This policy consists of the following Coverage Parts for which a premium is indicated. This premium may be subject to adjustment.

	Premium
COMMERCIAL GENERAL LIABILITY COVERAGE PART	\$ 8,842.80
COMMERCIAL PROPERTY COVERAGE PART	\$ Not Covered
COMMERCIAL INLAND MARINE COVERAGE PART	\$ Not Covered
CERTIFIED ACTS OF TERRORISM	\$ Not Covered
TOTAL ADVANCE ANNUAL PREMIUM	\$ 8,842.80
PROGRAM ADMINISTRATOR SERVICE CHARGE	\$ 250.00
TOTAL POLICY PREMIUM AND PROGRAM ADMINISTRATOR SERVICE CHARGE	\$ 9,092.80
TOTAL TAXES	\$ 441.01
PREMIUM IS FULLY EARNED AT POLICY INCEPTION	

Countersigned: October 17, 2016
 (Date)

By 
 Authorized Representative

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

Underwritten by: Certain Underwriter's at Lloyd's, London

THE FOLLOWING FORMS AND ENDORSEMENTS ARE MADE PART OF THIS POLICY EFFECTIVE ON THE INCEPTION DATE

FORMS SCHEDULE

FORM NUMBER		FORM TITLE
LRS 6000 NRA	07 15	Policy Declarations
GL FLA BRD	07 15	Commercial General Liability Coverage Form for Forest Landowners Affiliated entities – Landowners and Hunt Clubs
LRS CG 009	04 06	Fully Earned Minimum Premium Endorsement
CGL2199	10 11	Exclusion - Malicious Use of Biological or Poisonous Chemical Materials
LMA3100	15 Sept 2010	Sanction Limitation and Exclusion Clause
LMA5021	14/09/2005	Applicable Law
LRS CG2024 FLA BRD	05 06	Designated Additional Insured Landowner Endorsement
LRS CG0404 FLA	04 07	Hired Auto and Non-Owned Auto Liability Endorsement
LRS CG0008 NRA	04 07	Amendment of the Definition of Auto and the Definition of Mobile Equipment
LRS CG2151 NRA	03 07	Amendment of Liquor Liability Exclusion Host Liquor Liability
LMA5219	01 15	U.S. Terrorism Risk Insurance Act of 2002 as amended Not Purchased Clause
LRS IL0001 NRA	09 16	Service of Suit Clause
Policy Holder Notices		
LA		Surplus Lines Warning Language
LMA9104	01 15	Policyholder Disclosure Notice Of Terrorism Insurance Coverage
PHNOTICE NB LRS	09 12	Policy Holder Notice - Explanation of A.M. Best Rating
PHNOTICE GL5	08 06	Policy Holder Notice-Fully Earned Minimum Premium
PHNCOI	02 11	Important Notice to Our Policyholders – Certificates of Insurance
LPN2015 FLA	07 15	Notice to Policyholders Changes to Your Policy-Forest Landowners Liability Coverage

SCHEDULE OF TAXES, FEES, SURCHARGES

	Tax	\$441.01
	Total Taxes	\$441.01

LOCATION SCHEDULE

LOC#	ADDRESS (Street, City, County, State, Zip)
Per Schedule on File with Company-See Attached	

SCHEDULE OF "NAMED INSUREDS"

FIRST "NAMED INSURED":	Crest Natural Resources, LLC	
ADDITIONAL "NAMED INSUREDS"	Address	Acres
Per Schedule on File with Company-See Attached		

THIS DISCLOSURE is made part of your policy in response to the disclosure requirements of the Terrorism Risk Insurance Act. This disclosure does not grant any coverage or change the terms and conditions of any coverage under your policy.

**DISCLOSURE PURSUANT TO THE TERRORISM RISK INSURANCE ACT
SCHEDULE***

Terrorism Premium (Certified Acts) \$ NOT COVERED

*** Information required to complete this Schedule, if not shown in this disclosure, will be shown in the Declarations**

Disclosure of Premium:

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

Disclosure of Federal Participation in Payment of Terrorism Losses and Cap On Insurer Participation In Payment Of Terrorism Losses

The United States Government, Department of Treasury, will pay a share of certified acts of terrorism covered under the Master Policy. You should also know that the terrorism risk insurance act, as amended, contains a statutory CAP that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds the statutory CAP. Please refer to the enclosed Policyholder Disclosure Notice Of Terrorism Insurance Coverage-LMA9104 for additional details.

LLOYD'S POLICY

This Policy (hereinafter referred to as "certificate") is effected with certain Underwriters at Lloyd's, London.

Limited Authorization. This Certificate is issued in accordance with the limited authorization granted to the Authorized Representative (hereinafter referred to as "Correspondent") by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby **bind themselves severally and not jointly**, each for his own part and not one for another, their Executors and Administrators.

The Insured is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

Inquiries. All inquiries regarding this Certificate should be addressed to the following Correspondent:

Lockton Affinity, LLC
877-487-5407
P.O. Box 410679 / Kansas City, Missouri 64141

Signature Required. This Certificate shall not be valid unless signed by the Correspondent on the attached Declarations Page

Correspondent Not Insurer. The Correspondent is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those Underwriters at Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Notice of Insurance Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.

Name of Insurer and Percentage Participation on this Risk:

Name of Insurer and Percentage Participation		
Syndicate	Number	Percentage Participation
Liberty (LIB)	4472	18.94%
Canopus (CNP)	4444	26.52%
S.A. Meacock (SAM)	727	12.88%
Kiln Property (KILN)	510	15.15%
Brit	2987	11.36%
Chaucer	1084	7.58%
Atrium	609	7.57%
		100%

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

LIMITS OF INSURANCE		
General Aggregate Limit (Other Than Products - Completed Operations)	\$ 2,000,000	
Products - Completed Operations Aggregate Limit	\$ 2,000,000	
Personal and Advertising Injury Limit	\$ 1,000,000	Any One Person or Organization
Each Occurrence Limit	\$ 1,000,000	
Damage to Premises Rented to You Limit	\$ 300,000	Any One Premises
Medical Expense Limit	\$ 5,000	Any One Person

LOCATION OF PREMISES
 Location of All Premises You Own, Rent or Occupy
 See Location Schedule

PREMIUM				Advance Premium	
State	Classification	Code No.	Premium Basis	Prem.Ops	Prod /Comp Ops
LA	Land Leased to Hunting Club	45539	88428	Included	Included
Certified Acts Of Terrorism					NOT COVERED
TOTAL ADVANCE ANNUAL PREMIUM					Included

AUDIT PERIOD (IF APPLICABLE): ANNUALLY SEMI-ANNUALLY QUARTERLY MONTHLY

FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in the policy)

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:
 See Forms Schedule

COMMON POLICY CONDITIONS

ALL COVERAGE PARTS INCLUDED IN THIS POLICY ARE SUBJECT TO THE FOLLOWING CONDITIONS.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 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's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

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

C. 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.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. 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:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. 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.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. 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 the case of death of an individual named insured.

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

Schedule of “Named Insureds”

FIRST “NAMED INSURED”:	Crest Natural Resources, LLC
Customer Number:	1266187
Policy Number:	FL201629130

ADDITIONAL “NAMED INSUREDS”	Address	Acres
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Schedule of Locations

Insured Name:	Crest Natural Resources, LLC
Customer Number:	1266187
Policy Number:	FL201629130

Location #	Address
101	4725 Hwy 28 East, Pineville, LA 71360

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
FOR FOREST LANDOWNERS AFFILIATED ENTITIES
LANDOWNERS AND HUNT CLUBS**

PLEASE READ THE ENTIRE FORM CAREFULLY

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

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

The word "insured" means any person or entity identified as such under Section II – Who Is An Insured or as may be added by endorsement to this policy and shown in a Certificate of Insurance issued by the Company.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

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. 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 we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

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

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 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.

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 Injury

"Bodily injury" or "property damage"

(1) arising out of or resulting from actions intentionally taken by any insured, notwithstanding and without consideration of the insured's intent to cause the specific resulting harm; or

(2) that any insured expects would result or logically follow as a potential consequence of the action taken.

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 defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

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

(1) Causing or contributing to 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.

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 the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the 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 the insured may be liable as an employer or in any other capacity; and

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

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto or Watercraft

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any 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 ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Liability assumed under any "insured contract" for the ownership, maintenance or use of watercraft; or
- (4) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

- (5) Watercraft that is less than 26 feet with maximum of 150 HP and is used solely for transporting of hunters to hunt sites, placing or retrieving of decoys (or similar hunting paraphernalia), or fishing. Coverage does not apply for any activities, such as use as a duck blind, when firearms are discharged.

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. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war; or
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

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" arises out of any part of those premises and occurred from hazards that were known by you or should have reasonably been known by you, at the time the property was transferred or abandoned;
- (3) Property loaned to you;



- (4) Personal property in the care, custody or control of the 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, lightning, or explosion) 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".

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 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".

Exclusions c. through n. do not apply to damage by fire, lightning or explosion 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.

p. Nuclear Energy Liability

"Bodily injury" or "property damage":

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or



(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

(3) "Bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

(a) The "nuclear material" (i) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (ii) has been discharged or dispersed therefrom;

(b) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

(c) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to "property damage" to such "nuclear facility" and any property thereat.

As used in this exclusion, "property damage" includes all forms of radioactive contamination of property.

q. Gun Shows

This insurance does not apply to "bodily injury" or "property damage" arising out of or related to:

(1) Activities performed by or on behalf of the Insured, and/or operations necessary to the promotion and holding of gun or firearm shows or

(2) Any premises including the building(s) and land, used in connection therewith, owned, rented or leased by the

Insured for the purpose of holding one or more gun or firearm shows.

(3) Any event where tickets are sold.

This exclusion applies regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

r. Historical Re-enactments

This insurance does not apply to "bodily injury" or "property damage" arising out of:

(1) Activities performed by or on behalf of the Insured, and/or operations necessary to the promotion and holding of Historical Re-enactments involving the use of any firearms or weapons of any kind or

(2) Any premises including the building(s) and land, used in connection therewith, owned, rented or leased by the Insured for the purpose of holding one or more Historical Re-enactments involving the use of any firearms or weapons of any kind or.

This exclusion applies regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

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. 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. 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 end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

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

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business 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 the 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, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the Retroactive Date, if any, shown in the Declarations.

d. Contractual Liability

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

e. 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".

f. 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 to any statement of quality or performance made in your "advertisement".

g. 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".

h. 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.

i. 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 or web-sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions Section.

For the purposes 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.

j. Electronic Chatrooms or Bulletin Boards

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

k. 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 tactics to mislead another's potential customers.

I. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

m. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

n. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war; or
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

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) Because of your operations; provided that:
 - (a) The accident takes place in the "coverage territory" and during the policy period;

- (b) The expenses are incurred and reported to us within one year of the date of the accident; and

- (c) 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. 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.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except your club members or "volunteer workers".

b. Hired Person

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 taking part in athletics.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

h. Nuclear Energy Liability

Expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

**ADDITIONAL EXCLUSIONS APPLICABLE TO
COVERAGE A BODILY INJURY AND
PROPERTY DAMAGE LIABILITY, COVERAGE
B PERSONAL AND ADVERTISING INJURY
LIABILITY, COVERAGE C MEDICAL
PAYMENTS**

This insurance does not apply to:

1. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

- a. A person arising out of any:
 - (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or
 - (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- b. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (1), (2), or (3) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

2. Fungi or Bacteria

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

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

3. Asbestos

- a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the actual, alleged or suspected:
 - (1) Inhalation, ingestion or prolonged physical exposure to asbestos in any form or goods or products containing any form of asbestos;
 - (2) Use of any form of asbestos in constructing or manufacturing any goods, products or structure;
 - (3) Removal of any form of asbestos from any goods, products or structure, or from any body of water and/or watercourse, including but not limited to an ocean, lake, estuary or marsh, or any land and/or soil of any nature whatsoever;
 - (4) Manufacture, sale, transportation, storage or disposal of asbestos or goods or products containing asbestos; or
 - (5) Payment for the investigation or defense of any claim or "suit" or any loss, cost, expense, fine or penalty related to (1), (2), (3), or (4) above.
- b. Any loss, cost or expense arising out of any request, demand or order that any insured or others identify, abate, test for, sample, monitor, clean up, remove, cover, contain, treat, detoxify, decontaminate, neutralize, or mitigate or in any way respond to, or assess the effects of asbestos; or repair, replace, or improve any property as a result of such effects; or
- c. Any loss, cost or expense arising out of any claim or "suit" by or on behalf of a governmental authority for damages because of identification of, abatement of, testing for, sampling, monitoring, cleaning up, removing, covering, containing, treating, detoxifying, decontaminating, neutralizing, or mitigating or in any way responding to or assessing the effects of asbestos; or repairing, replacing or improving any property as a result of such effects.



4. Lead Contamination Exclusion

- a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the actual or alleged or suspected:
 - (1) Ingestion, inhalation, absorption, or prolonged physical exposure or threat of exposure to lead in any form, or goods or products containing any form of lead; or
 - (2) Use of any form of lead in constructing or manufacturing any good, product or structure; or
 - (3) Removal of any form of lead from any good, product or structure, or from any body of water and/or watercourse, including but not limited to an ocean, lake, estuary or marsh, or any land, and/or soil of any nature whatsoever;
 - (4) Manufacture, sale, transportation, storage or disposal of lead or goods or products containing any form of lead; or
 - (5) Payment for the investigation or defense of any claim or "suit" or any loss, cost, expense, fine or penalty related to (1), (2), (3), or (4) above.
- b. Any loss, cost or expense arising out of any request, demand or order that any insured or others identify, abate, test for, sample, monitor, clean up, remove, cover, contain, treat, detoxify, decontaminate, neutralize, or mitigate or in any way respond to, or assess the effects of lead; or repair, replace or improve any property as a result of such effects; or
- c. Any loss, cost or expense arising out of any claim or "suit" by or on behalf of a governmental authority for damages because of identification of, abatement of, testing for, sampling, monitoring, cleaning up, removing, covering, containing, treating, detoxifying, decontaminating, neutralizing, or mitigating or in any way responding to, or assessing the effects of lead; or repairing, replacing or improving any property as a result of such effects.

5. Terrorism

Any "bodily injury", "property damage" or "personal and advertising injury" directly or indirectly caused by, resulting from or in connection with any of the following, regardless of any other cause of event contributing concurrently or in any other sequence to such damage or injury:

- a. War, invasion, acts of foreign enemies, hostilities, or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- b. Any act of terrorism. As used herein, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes, including the intention to influence any government and/or put the public, or any section of the public, in fear.
- c. This exclusion also applies to damages and any other cost or expense of whatever nature, directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to a. and/or b. above.

6. Professional Liability

"Bodily injury", "property damage" or "personal and advertising injury" due to the rendering of or failure to render a professional service relating to the following:

- a. Firearms Instruction
- b. Self Defense Instruction
- c. Refuse to be a Victim Instruction
- d. Real Estate Agent
- e. Real Estate Property Manager.
- f. Reloading Instruction

or due to an error, omission, defect or deficiency in an evaluation, a consultation or advice given by or on behalf of any insured.

7. Class Actions

"Bodily injury", "property damage", "personal and advertising injury" alleged in any "class action" or putative "class action" brought against any insured, whether such "class ac-

tion" be under any federal, state or foreign, statutory, regulatory or common law and regardless of whether the class is certified.

8. Punitive Damages

Punitive, exemplary, special or consequential damages or the multiple portion of any damages award.

9. Criminal Acts

"Bodily injury", "property damage" or "personal and advertising injury"

- a. arising out of a criminal act committed by any insured, or
- b. any criminal act in which an insured is an accomplice, participant, or in which an insured has assisted or directed in any way whatsoever, whether the insured's actions are deemed intentional or not.

10. "Firearm" Sales

This insurance does not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" and arising out of your sales of "Firearms" or "Firearm Accessories".

11. "Gunsmith Operations"

This insurance does not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" and arising out of "your "Gunsmith Operations".

12. Anti Stacking Of Limits Exclusion

With respect to any premises or property located on any premises which is owned or occupied in whole or in part by a "named insured" and which is specifically scheduled under another policy issued by this Insurance Company

This insurance does not apply to "bodily injury," "property damage," "personal injury," or "advertising injury" arising out of:

- a. The ownership, maintenance or use of such premises
- b. Operations on those premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of those premises; or
- c. Goods or products manufactured at or distributed from those premises.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle or any "suit" against an insured we defend:
 - a. All expenses we incur.

- b. Up to \$1,000 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 \$300 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. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

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" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask 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) Provides 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".

So long as 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 – Coverage 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.

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

a. We have used up the applicable limit of insurance in 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 in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business 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 business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. 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 club, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your club members and "volunteer workers" are insureds but only with respect to their liability for your activities or activities they perform on your behalf.

2. Each of the following is also an insured:

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

(1) "Bodily injury" or "personal 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 business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
 - (d) Arising out of the providing or failure 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), any club member (if you are a club).
- b. Any person (other than your "employee" or "volunteer worker") or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
- (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
 - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
4. Any person or organization legally responsible for the use of watercraft you own and that is less than 26 feet with maximum of 150 HP provided the actual use is with your permission and use of watercraft is limited to transporting hunters to hunt sites, placing or retrieving of decoys (or similar hunting paraphernalia), or fishing is an insured but only with respect to the use of such watercraft.
5. A National Rifle Association Affiliated State Association (whose membership is at least 50% National Rifle Association Members) shown in the Certificate of Insurance issued by this Company but only with respect to liability as joint/co-organizers of a specified club sponsored event taking place during policy period and shown in the Certificate of Insurance
6. A Corporation Sponsor or Co-Sponsor shown in a Certificate of Insurance issued by this Company is an insured, but only with respect to liability as co-sponsor of a specified club sponsored event, taking place during policy period and shown in the Certificate of Insurance. However; coverage afforded under this provision:
- a. Is excess over any of the other insurance, whether primary, excess, contingent or on any other basis.
 - b. As a condition of this insurance, the named Corporation Sponsor or Co-Sponsor shall maintain primary Commercial General Liability Coverage.

7. Any club, to whom a "named insured" landowner newly leases land, will qualify as a "named insured" if there is no other similar insurance available to that organization. Coverage under this provision is afforded only until the 30th day after execution of the Hunting Lease Agreement or the end of the policy period, whichever is earlier.
8. Any person or organization issued a Notice of Insurance naming that person or organization as a "named insured" and specifically referencing this policy by policy number on that notice is a "named insured" under this policy.

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" in the Declarations of this policy or on a numbered Notice of Insurance specifically referencing this policy by policy number.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
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"; and
 - c. Damages under Coverage B.

The General Aggregate Limit applies separately to each "named insured".
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" included in the "products-completed operations hazard".

The Products-Completed Operations Aggregate Limit applies separately to each "named insured".
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization. The Personal and Advertising Injury Limit applies separately to each "named insured".

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence". The Each Occurrence Limit applies separately to each "named insured".
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, lightning, or explosion while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You Limit is \$300,000, unless a higher Limit is shown in the Declarations. The Damage To Premises Rented To You Limit applies separately to each "named insured".

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. Regardless of the Medical Expense Limit otherwise applicable, the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one club member is \$5,000.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, 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 the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. 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 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
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

Notice of an "occurrence" or offense is not notice of a claim.

b. If a claim is received by any insured, you must:

- (1) Immediately record the specifics of the claim and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim 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 a "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 our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- 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 Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part 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.

4. Other Insurance

If other valid and collectible insurance with any other insurer is available to the insured covering a loss that is also covered by this policy, the insurance afforded by this policy shall be excess of such insurance. This insurance shall not be primary or contributory to any other insurance unless such condition is specifically endorsed to this policy. Nothing contained herein shall be construed to make this policy subject to the terms, conditions and limitations of any other insurance.

If other insurance is written as specific excess insurance over the limits of liability of this insurance, then this insurance shall be primary. When this insurance is excess insurance, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against the "suit". If no other insurer defends, we will undertake to do so, but will be entitled to the insured's rights against all other insurers.

Without limiting the foregoing and in consideration of the premium charged, this policy is also expressly excess of : (1) any directors and officers insurance policy; and (2) any homeowners insurance policy.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part 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.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations 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.

7. 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.

8. Transfer of Rights of Recovery Against Others to Us

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

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first "named insured" shown in the Declarations 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.

10. Service of Suit

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made as follows:

For policies issued in all states except California, Illinois and Kentucky service may be made upon
Fields, Howell, Athans & McLaughlin, LLP
191 Peachtree Street, N.E.
Suite 4600
Atlanta, Georgia 30303

For policies issued in California service may be made upon
Eileen Ridley
FLWA Service Corp.
c/Foley & Lardner LLP
555 California Street, Suite 1700
San Francisco, CA 94104-1520

For policies issued in Illinois service may be made upon
Underwriters Lloyd's London (IL)
181 W. Madison Street, Suite 3870
Chicago IL 60602

For policies issued in Kentucky service may be made upon
Lloyd's Kentucky, Inc.
200 West Main Street
Frankfort, KY 40601-1806

and that in any suit instituted against any one of them upon contract; Underwriters will abide by the final decision of such court or of any Appellate Court in the event of an appeal.

The above named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance and hereby designate the

above mentioned as the person to whom the said officer is authorized to mail such process or a true copy thereof.

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" shall also include disability, shock, mental anguish or mental injury, provided that such disability, shock, mental anguish or mental injury is a direct result of bodily injury, sickness, disease or death sustained by a person.
4. "Class action" means an action in which a representative plaintiff sues or a representative defendant is sued on behalf of a class of plaintiffs or defendants who have the same interests in the litigation as their representative and whose rights or liabilities can be more efficiently determined as a group than in a series of individual suits.
5. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), US Virgin Islands, 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.
6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
7. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
8. "Firearm" shall mean an instrument from which a shot can be discharged by use of gunpowder or compressed air.
9. "Firearm accessories" shall mean barrels, scopes, rings, mounts, slings and sling swivels, which may be attached to a firearm. Accessories may also include ammunition.
10. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.
11. "Gunsmith operations" include the customizing, modifying, and/or repair of "firearms" or "firearm accessories" as well as providing maintenance service of "firearms" or "firearm accessories."
12. "Hazardous properties" includes radioactive, toxic or explosive properties
13. "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:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
- 14. "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, lightning, or explosion 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;
 - 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;
- 15. "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".
- 16. "Loading or unloading" means** the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
- 17. "Mobile equipment" means** any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in 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. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos" unless their gross vehicle weight is less than 1,000 pounds:

 - (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- 18. "Named insured" means:** the person(s) or organization(s) designated in the policy declarations as a "named insured"
- 19. "Nuclear facility" means:**
- a. Any "nuclear reactor";
 - b. Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

- c. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

- 20. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- 21. "Nuclear material" means "source material", "Special nuclear material" or "by-product material".
- 22. "Occurrence" means an accident or series of accidents, including continuous or repeated exposure to substantially the same general harmful conditions, and all losses or damages that are attributable directly or indirectly to one accidental cause or to one series of similar accidental causes. All such exposure or losses will be added together and the total amount of such exposure or losses will be treated as one "occurrence" regardless of the period of time or area over which such losses occur.
- 23. "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, but does not include slander or libel against you, your members, or your former members;

- 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"; Advertising idea means a unique method of promoting one's goods or services and does not include formats of advertising, including but not limited to telephone calls, facsimiles, mass emails, flyers, billboards, signs, and commercials; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

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

25. "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.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

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

- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

26. "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
- 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. Damage to reputation, goodwill, acceptance in the marketplace, and other similar harms do not constitute damage to 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.

- 27.** "Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
- 28.** "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".
- 29.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" 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.

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

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

32. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

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

33. "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.

34. "Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FULLY EARNED MINIMUM PREMIUM ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

FULLY EARNED MINIMUM PREMIUM

COMMON POLICY CONDITIONS, Condition A. Cancellation section 5 is replaced by the following:

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be less than pro rata: The total premium retained by the company shall not be less than 100%. The cancellation will be effective even if we have not made or offered a refund.

The following conditions are added:

MINIMUM AND DEPOSIT PREMIUM

It is agreed that this policy is written on an adjustable basis subject to a minimum and deposit premium as stated in the policy declarations. For the purposes of this policy, the term minimum premium and deposit premium shall be defined as follows:

Deposit Premium – That premium which is stated in the policy declarations and payable in full by the first named insured at the inception of the policy.

Minimum Premium – Is the lowest amount for which this insurance will be written for the policy period.

All other terms and conditions of this policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – MALICIOUS USE OF BIOLOGICAL OR POISONOUS CHEMICAL MATERIALS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
VOLUNTARY EXCESS PERSONAL LIABILITY COVERAGE
CERTIFIED SAFETY INSTRUCTORS LIABILITY COVERAGE
GUN SHOW LIABILITY COVERAGE

This insurance does not apply to loss, damage, cost, or expense of any nature directly or indirectly cause by, resulting from, or in connection with, the actual or threatened malicious use of pathogenic or poisonous “biological materials” or “chemical materials” regardless of any other cause or event contributing concurrently or in any other sequence thereto.

“Biological Materials” mean bacteria, viruses, prions, or fungi which may cause infection, allergy, toxicity or otherwise create a hazard to human health. Fungi include mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.

“Chemical Materials” mean solid, liquid, or gaseous substances that produce an effect on a living organism by acting on the body tissue, or in an environment by interacting with air, water, and/or soil.

Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100
15 September 2010

APPLICABLE LAW (U.S.A.)

This insurance shall be subject to the applicable state law to be determined by the courts of competent jurisdiction as determined by the provisions of the Service of Suit Clause (USA) (LMA5020)

14/09/2005

LMA5021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ADDITIONAL INSURED LANDOWNER ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PROTECTION FOR FOREST LANDOWNERS AFFILIATED ENTITIES, LANDOWNERS AND HUNT CLUBS

SCHEDULE
NAME OF PERSON OR ORGANIZATION
Per Schedule on File
INSURED LOCATION: On File With Company

A. SECTION II – WHO IS AN INSURED

is amended to include as an additional insured any Landowner shown in the Schedule or on a Certificate of Insurance issued by the Company, whom you are required to add as an additional insured to this policy by a written contract or written agreement that is:

1. currently in effect, or becoming effective, during the term of this policy; and
2. was executed by you prior to any “bodily injury,” “property damage,” “personal and advertising injury .”

B. The insurance provided to the additional insured by this endorsement applies as follows:

That person or organization is an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to a “named insured” club and shown in the Schedule or in the declarations of this policy or on a Certificate of Insurance issued by the Company and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after the “named insured” club ceases to be a lessor of that land.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured landowner.
3. The limits of insurance applicable to the additional insured landowner are those specified in the written contract or written agreement or in the Declarations of this policy whichever is less. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

C. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS , paragraph 4., Other Insurance, is amended as follows:

The following is added:

This insurance will be primary and noncontributory, only if there is no other insurance available to the additional insured landowner on a primary basis and the written contract or agreement between the “named insured” club and the additional insured landowner specifically requires that this insurance be primary.

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached.

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HIRED AUTO AND NON-OWNED AUTO LIABILITY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Insurance is provided only with respect to those coverages for which a specific premium charge is shown:

Coverage	Additional Premium
Hired Auto Liability	Included
Non-Ownership Liability	Included

I. HIRED AUTO LIABILITY

The insurance provided under COVERAGE A (Section I) applies to “bodily injury” or “property damage” arising out of the maintenance or use of a “hired auto” by you or your “employees” in the course of your business.

II. NON-OWNED AUTO LIABILITY

The insurance provided under COVERAGE A (Section I) applies to “bodily injury” or “property damage” arising out of the use of a "non-owned auto" by any person other than you in the course of your business.

With respect to the insurance provided by this endorsement:

1. The exclusions, under COVERAGE A (Section I), other than exclusions a, b, d, f, and i, and p and exclusions 2, 3, 4, 7, 8, 9, and 12 are deleted and replaced by the following:

- a. “Bodily injury”;

 - (1) To an “employee” of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
 - (2) To the spouse, child, parent, brother, or sister of that “employee” as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an “insured contract”; or
- (2) “Bodily injury” arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

b. “Property damage” to:

- (1) Property owned or being transported by, or rented or loaned to the insured; or
- (2) Property in the care, custody, or control of the insured.

2. WHO IS AN INSURED (Section II) is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

- a. You;
- b. Any other person using a "hired auto" with your permission;
- c. With respect to a "non-owned auto," any partner or executive officer of yours, but only while such "non-owned auto" is being used in your business;
- d. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under a., b., or c. above.

None of the following is an insured:

- a. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-"employee" of such person injured in the course of employment or to the spouse, child, parent, brother or sister of that co-"employee" as a consequence of such "bodily injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury;
- b. Any partner or executive officer with respect to any "auto" owned by such partner or officer or a member of his or her household;
- c. Any person while employed in or otherwise engaged in duties in connection with an "auto business";
- d. The owner or lessee (of whom you are a sub-lessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of such owner or lessee;
- e. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

3. The following additional definitions apply:

"Auto business" means the business or occupation of selling, repairing, servicing, storing, or parking "autos."

"Hired auto" means any "auto" you lease, hire, or borrow. This does not include any "auto" you lease, hire, or borrow from any of your "employees" or members of their households, or from any partner or executive officer of yours.

“**Non-owned auto**” means any “auto” you do not own, lease, hire, or borrow which is used in connection with your business. However, if you are a partnership, a “non-owned auto” does not include any “auto” owned by any partner.

The following is added to the definition of “insured contract”:

“**Insured contract**” means that part of any contract or agreement entered into, as part of your business by you or any of your “employees” pertaining to the rental or lease of any “auto”;

An “insured contract” does not include that part of any contract or agreement:

- a. That pertains to the loan, lease, or rental of any “auto” to you or any of your “employees”, if the “auto” is loaned, leased, or rented with a driver; or
- b. That holds a person or organization engaged in the business of transporting property by “auto” for hire harmless for your use of an “auto” over a route or territory that person or organization is authorized to serve by public authority.

4. OTHER INSURANCE

The insurance provided by this endorsement is excess over any other valid and collectible insurance available to the insured.

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Policy # _____ Endorsement Effective Date _____

AMENDMENT OF THE DEFINITION OF AUTO AND THE DEFINITION OF MOBILE EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART / POLICY

I. SECTION V – DEFINITIONS is amended as follows:

A. The definition of "Auto" is replaced by the following:

"Auto" means

- a. A land motor vehicle, trailer or semi-trailer 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".

B. The following is added to the definition of "Mobile 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".

II. SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is amended as follows:

Exclusion g. is replaced by the following:

g. Aircraft, Auto or Watercraft

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any 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 ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) 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 in the state where it is licensed or principally garaged; or
 - (b) The operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".
- (6) Watercraft that is less than 26 feet with maximum of 150 HP and is used solely for transporting of hunters to hunt sites, placing or retrieving of decoys (or similar hunting paraphernalia), or fishing. Coverage does not apply for any activities, such as use as a duck blind, when firearms are discharged.

AMENDMENT OF LIQUOR LIABILITY EXCLUSION – HOST LIQUOR LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM FOR NRA AFFILIATED ENTITIES
COMMERCIAL GENERAL LIABILITY COVERAGE FORM FOR NRA AFFILIATED ENTITIES - GUN/HUNT CLUBS
COMMERCIAL GENERAL LIABILITY COVERAGE FORM FOR FOREST LANDOWNERS AFFILIATED ENTITIES
LANDOWNERS AND HUNT CLUBS

Exclusion c. of COVERAGE A (Section I) is replaced by the following:

c. Liquor Liability

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

- (1) Causing or contributing to 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 only if you:

- (a) manufacture, sell or distribute alcoholic beverages;
- (b) Serve or furnish alcoholic beverages for a charge, whether or not such activity:
 1. Requires a license;
 2. Is for the purpose of financial gain or livelihood; or
- (c) Serve or furnish alcoholic beverages without a charge; if a license is required for such activity.

**U.S. Terrorism Risk Insurance Act of 2002 as amended
Not Purchased Clause**

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

LMA5219

12 January 2015

Account#: 1266187

SERVICE OF SUIT CLAUSE

This endorsement modifies insurance provided under the following:

Building And Personal Property Coverage Form

Inland Marine Coverage Part

Protection For Scheduled Gun Shows The National Rifle Association Of America CGL Limited Coverage

Professional Liability Insurance

Commercial General Liability Coverage Form

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made as follows:

For policies issued in all states except California service may be made upon

Fields, Howell, Athans & McLaughlin, LLP

191 Peachtree Street, N.E.

Suite 4600

Atlanta, Georgia 30303

For policies issued in California service may be made upon

Eileen Ridley

FLWA Service Corp.

c/Foley & Lardner LLP

555 California Street, Suite 1700

San Francisco, CA 94104-1520

and that in any suit instituted against any one of them upon contract; Underwriters will abide by the final decision of such court or of any Appellate Court in the event of an appeal.

The above named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance and hereby designate the above mentioned as the person to whom the said officer is authorized to mail such process or a true copy thereof.

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance.

This endorsement supersedes any Service of Suit Clause found elsewhere in the policy.

All other terms and conditions of the policy remain unchanged

This insurance policy is delivered as a surplus line coverage under the Insurance Code of the State of Louisiana.

In the event of insolvency of the company issuing this contract, the policyholder or claimant is not covered by the Louisiana Insurance Guaranty Association which guarantees only specific policies issued by an insurance company authorized to do business in Louisiana.

This surplus lines policy has been procured by the following licensed Louisiana surplus lines broker:



Signature of Licensed Louisiana Surplus Lines Broker or Authorized Representative

Lockton Risk Services, Inc. – Jeffrey Hewitt - License #187121

Printed Name of Licensed Louisiana Surplus Lines Broker

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2020, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020; OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of USD <u>\$463.44</u>
	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

Policyholder/Applicant's Signature

Canopus
Syndicate on behalf of certain underwriters at
Lloyd's

Print Name

FL201629130
Policy Number

Date

Account#: 1266187

LMA9104

12 January 2015

POLICY HOLDER NOTICE A.M. BEST RATING

CERTAIN UNDERWRITERS AT LLOYD’S, LONDON

A.M. Best Rating: A (Excellent)

A.M. Best Company is a worldwide insurance-rating and information agency. This rating reflects the A.M. Best Company's opinion of an insurer's financial strength and ability to meet ongoing obligations to policyholders based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile and, where appropriate, the specific nature and details of a rated debt security. A.M. Best Company is not engaged in the offer or sale of any security and does not provide investment advice of any kind. These ratings are not a warranty of an insurer's current or future ability to meet its contractual obligations. Further, all ratings, are provided "as is," without warranty of any kind, express or implied. The rating information is the current rating provided by A.M. Best as of the date your insurance policy was mailed to you and is subject to change without notice.

Best's is a registered trademark of the A.M. Best Company, Inc. The rating symbols "A++", "A+", "A", "A-", "B++" and "B+" are registered certification marks of the A.M. Best Company, Inc. Below is a table providing as brief explanation of the rating symbols.

More Detailed Information About A.M. Best Company And Their Rating Methodology Can Be Viewed On
Their Website At WWW.AMBEST.COM

GUIDE TO BEST’S FINANCIAL STRENGTH RATINGS			
	RATING	DESCRIPTOR	DEFINITION
Secure	A++, A+	Superior	Assigned to companies that have, in the opinion of A.M. Best, a superior ability to meet their ongoing obligations to policyholders
	A, A-	Excellent	Assigned to companies that have, in the opinion of A.M. Best, an excellent ability to meet their ongoing obligations to policyholders
	B++, B+	Very Good	Assigned to companies that have, in the opinion of A.M. Best, a very good ability to meet their ongoing obligations to policyholders
Vulnerable	B, B-	Fair	Assigned to companies that have, in the opinion of A.M. Best, a fair ability to meet their ongoing obligations to policyholders, but are financially vulnerable to adverse changes in underwriting and economic conditions.
	C++, C+	Marginal	Assigned to companies that have, in the opinion of A.M. Best, a marginal ability to meet their ongoing obligations to policyholders and are financially vulnerable to adverse changes in underwriting and economic conditions.
	C, C-	Weak	Assigned to companies that have, in the opinion of A.M. Best, a weak ability to meet their ongoing obligations to policyholders and are financially very vulnerable to adverse changes in underwriting and economic conditions.
	D	Poor	Assigned to companies that have, in the opinion of A.M. Best, a poor ability to meet their ongoing obligations to policyholders and are financially extremely vulnerable to adverse changes in underwriting and economic conditions.
	E	Under Regulatory Supervision	Assigned to companies (and possibly their subsidiaries / affiliates) that have been placed by an insurance regulatory authority under a significant form of supervision, control or restraint whereby they are no longer allowed to conduct normal ongoing insurance operations. This would include conservatorship or rehabilitation, but does not include liquidation. It may also be assigned to companies issued cease and desist orders by regulators outside their home state or country.
	F	In Liquidation	Assigned to companies that have been placed under an order of liquidation by a court of law or whose owners have voluntarily agreed to liquidate the company. Note: Companies that voluntarily liquidate or dissolve their charters are generally not insolvent.
	S	Rating Suspended	Assigned to companies that have experienced sudden and significant events affecting their balance sheet or operating performance whereby the rating implications cannot be evaluated due to a lack of timely or adequate information.

Lockton Affinity, LLC has not performed an independent analysis and as such, cannot guarantee or make any representations in regard to the financial condition of any insurance companies with which we place business. Please refer to www.AMBest.com for the latest information.

POLICY HOLDER NOTICE



ATTENTION INSURED



FULLY EARNED MINIMUM PREMIUM

The Commercial General Liability Coverage Part is subject to a fully earned minimum premium. The total premium shown in the declarations is the minimum premium for the policy. All premiums will be fully earned and no premium will be returned in the case of cancellation by the Insured. If the Company cancels this insurance, earned premium may be computed on a pro rata basis.

IF YOU HAVE ANY QUESTIONS, WE ENCOURAGE YOU TO CALL YOUR INSURANCE REPRESENTATIVE

☎ TOLL FREE 800-658-7047 ☎

IMPORTANT NOTICE TO OUR POLICYHOLDERS

CERTIFICATES OF INSURANCE

GENERAL INFORMATION

A Certificate of Insurance is issued as a matter of information only to provide evidence of insurance. It is not a contract. Certificates are simply snapshots of the basic policy coverages and limits.

A Certificate of Insurance is not an endorsement to the policy. It does not amend, extend or alter the coverage afforded by the policy. The Certificate of Insurance confers no rights upon the certificate holder.

ADDITIONAL INSURED STATUS

In addition to describing the insurance available to the named insured, a certificate may also indicate that a certificate holder is an additional insured under the referenced policy. This is informational only. The policy issued to the named insured (you) must include the proper additional insured endorsements for coverage to apply. The “Blanket Additional Insured by Written Contract or Agreement Endorsement” is an example of one such endorsement. This endorsement provides coverage for any person or organization whom you are required to add as an additional insured to the policy by written contract, agreement or permit, that is: 1. Currently in effect or becoming effective during the term of the policy; and 2. Executed prior to the loss.

NOTICE OF CANCELLATION

The standard Certificate of Insurance includes the following statement regarding cancellation notice: “SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.”

Most certificate holders, including additional insureds, will not receive a notice of cancellation or notice of nonrenewal of the named insured’s (your) policy with the following exceptions (and then only when the proper endorsement is attached to the policy and if the cancellation / nonrenewal is initiated by the company):

- Mortgagees (Property Coverage)
- Lender Loss Payees (Property Coverage)
- Additional Insured Lessor (Auto Liability Coverage)

The policy must be specifically endorsed to provide notification of policy cancellation or non-renewal to any other interests. Such requests are subject to prior approval of the named insured (you) and the insurance company.

MODIFICATION OF CERTIFICATE OF INSURANCE STANDARD LANGUAGE

Many states required that the Certificate of Insurance form be filed and approved by the State Insurance Department and it may not be modified without prior approval of the State Insurance Department. At least 34 states have clarified that issuance of a “modified” certificate would be considered a violation of state law. We ask that you be aware of this restriction when negotiating and agreeing to insurance requirements in contracts with third parties. While we are willing to do whatever we can within the bounds of applicable state laws and regulations to assist you in both enforcing and complying with the insurance requirements of your third party contracts, we are prohibited from modifying the standard language of the Certificate of Insurance forms.

If you have any questions, please contact your Client Solutions Representative at:
Forest Landowners Association Insurance Program Insurance Program

☎ 800-658-7047 Toll Free ☎

NOTICE TO POLICYHOLDERS

CHANGES TO YOUR POLICY

This is a summary of the major changes to your policy. This notice does not reference every editorial change made in the coverage form. No coverage is provided by this summary nor can it be construed to replace any provisions of your policy or endorsements. You should read your policy and review your declaration page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THIS POLICY SHALL PREVAIL**

COVERAGE CHANGES FOREST LANDOWNERS LIABILITY COVERAGE

- The Other Insurance Clause has been revised to remove primary and contributory language. The insurance afforded by this policy shall be excess of any other insurance and shall not be primary or contributory to any other insurance unless such condition is specifically endorsed to this policy.
- Service of Suit Clause has been revised to amend the names and addresses of those individuals or organizations that may be notified for service of process.
- Reference to Virgin Islands under Policy Territory has been revised to read: US Virgin Islands.