

**AMENDMENT NO. 1
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
QUINN RENTAL SERVICES**

THIS AMENDMENT NO. 1 to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Quinn Rental Services (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Standard Agreement with County on November 24, 2015 (hereinafter, "Agreement") to provide rental equipment (hereinafter, "services") through December 31, 2016 for an amount not to exceed \$150,000; and

WHEREAS, County has a continued need for services; and

WHEREAS, CONTRACTOR's original Rental Rates require an update effective January 1, 2017; and

WHEREAS, Agreement requires revision to Exhibit A, Scope of Services/Payment Provisions; and

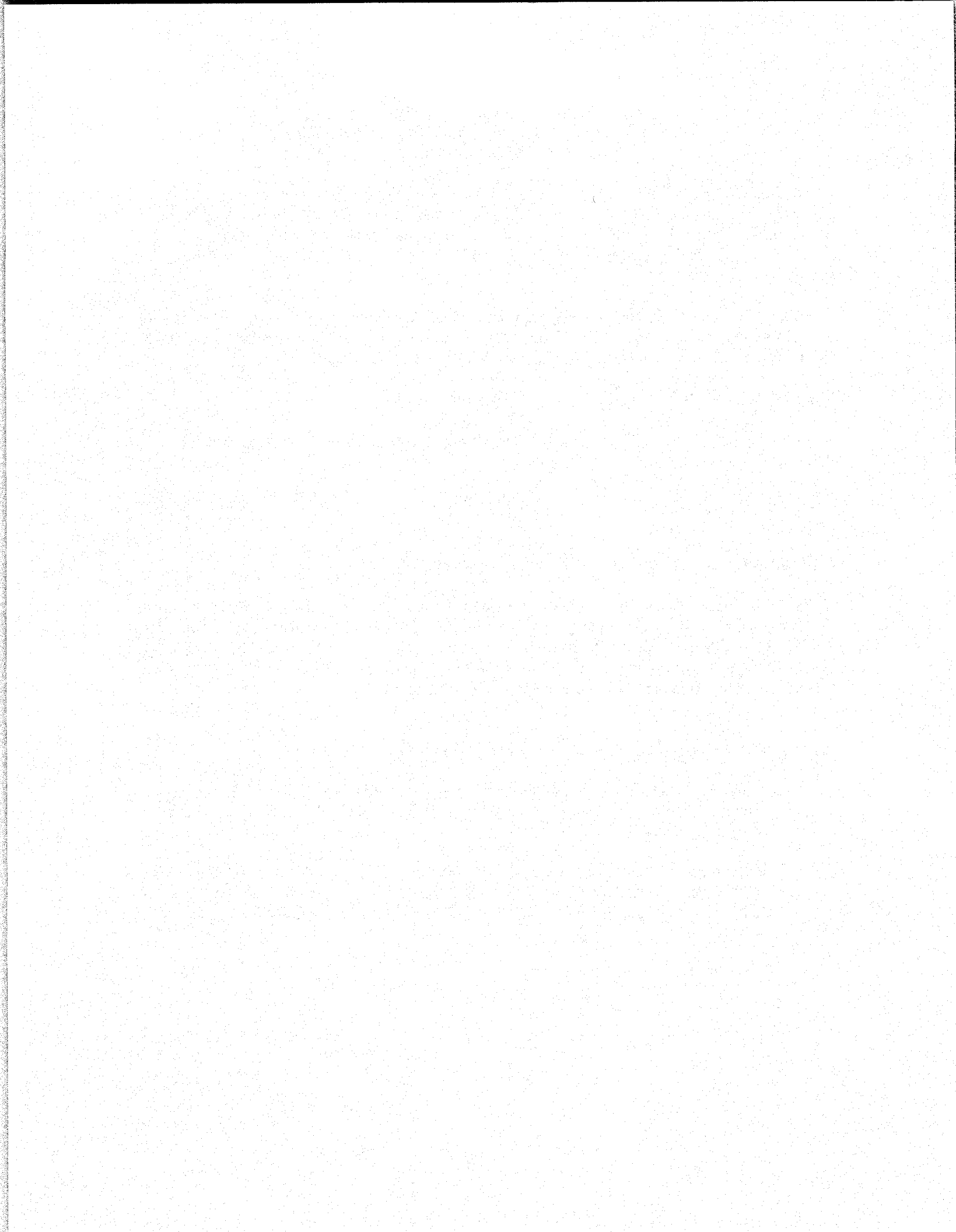
WHEREAS, additional time and funding are necessary; and

WHEREAS, the Parties wish to amend the Agreement to extend the term for three (3) additional years to December 31, 2019, to increase the amount by \$450,000 for a total amount not to exceed \$600,000, to update the Rental Rates effective January 1, 2017, and to replace Exhibit A, Scope of Services/Payment Provisions to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. In all places within the Agreement, any reference to Exhibit A, Scope of Services/Payment Provisions is hereby replaced with Exhibit A-1, Scope of Services/Payment Provisions.
2. In all places within the Agreement, any reference to the CONTRACTOR's original Rental Rates is hereby replaced with the CONTRACTOR's revised Rental Rates, effective January 1, 2017, in "Exhibit A-1 – Scope of Services/Payment Provisions".

Amendment No. 1 to Standard Agreement
Quinn Rental Services
Rental Equipment
RMA – Public Works
Term: November 1, 2015 – December 31, 2019
Not to Exceed: \$600,000



3. Amend Section 2.01 of Paragraph 2.0, "Payment Provisions", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-1, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$600,000.

4. Amend the first sentence of Section 3.01 of Paragraph 3.0, "Term of Agreement", to read as follows:

The term of this Agreement is from November 1, 2015 to December 31, 2019, unless sooner terminated pursuant to the terms of this Agreement.

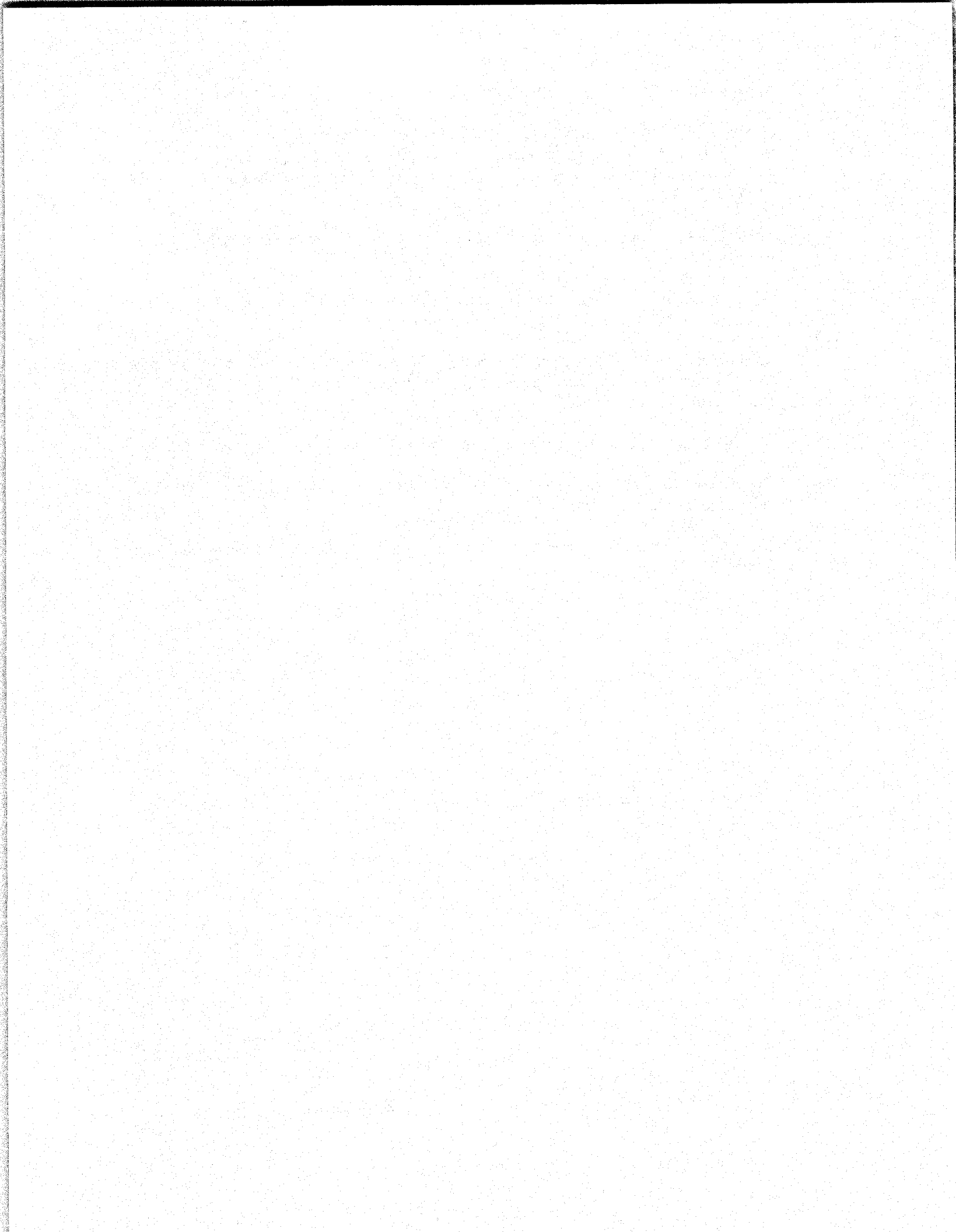
5. Amend Section 4.01 of Paragraph 4.0, "Scope of Services and Additional Provisions", to delete "Exhibit A, Scope of Services/Payment Provisions" and add "Exhibit A-1, Scope of Services/Payment Provisions".

6. All other terms and conditions of the Agreement remain unchanged and in full force.

7. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

8. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

Amendment No. 1 to Standard Agreement
Quinn Rental Services
Rental Equipment
RMA – Public Works
Term: November 1, 2015 – December 31, 2019
Not to Exceed: \$600,000



IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

_____ Quinn Rental Services
Contractor's Business Name

Date: _____

By: H.K. Quen
(Signature of Chair, President or Vice President)

Its: Henry Quen, President
(Print Name and Title)

Date: 12/12/16

**Approved as to Form and Legality
Office of the County Counsel**

By: L. Martin
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

By: _____
Mary Grace Perry
Deputy County Counsel

Its: Lino Martin Asst. Secretary
(Print Name and Title)

Date: _____

Date: 12/12/16

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

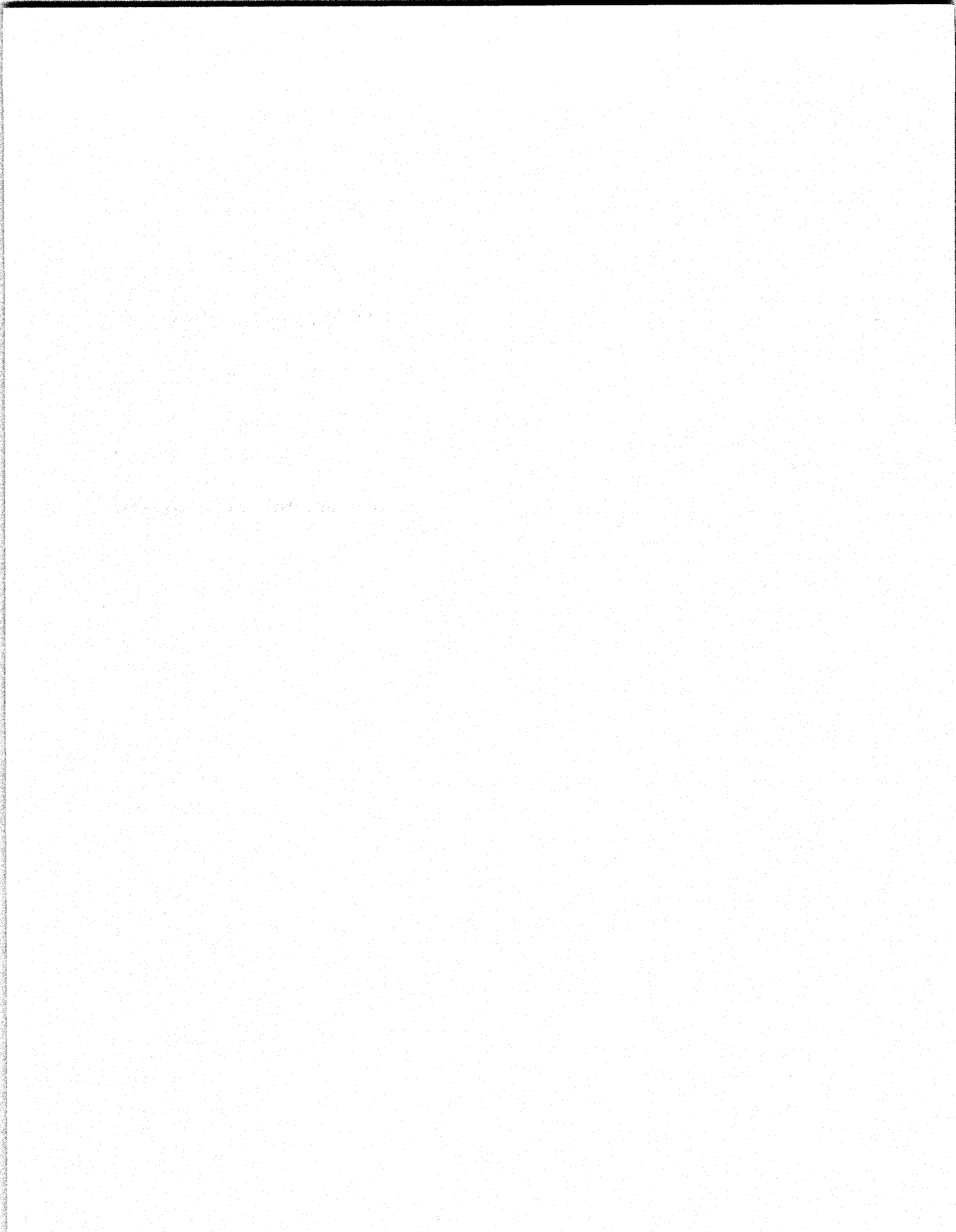
Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Amendment No. 1 to Standard Agreement
Quinn Rental Services
Rental Equipment
RMA – Public Works
Term: November 1, 2015 – December 31, 2019
Not to Exceed: \$600,000



IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: [Signature]
Contracts/Purchasing Officer

Quinn Rental Services
Contractor's Business Name

Date: 12-19-16

By: [Signature]
(Signature of Chair, President or Vice President)

Its: Henry Quan, President
(Print Name and Title)

Date: 12/12/16

**Approved as to Form and Legality
Office of the County Counsel**

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

By: [Signature]
Mary Grace Perry
Deputy County Counsel

Its: Lino Martin, Asst. Secretary
(Print Name and Title)

Date: 12-13-16

Date: 12/12/16

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 12-14-16

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. IF CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Amendment No. 1 to Standard Agreement
Quinn Rental Services
Rental Equipment
RMA - Public Works
Term: November 1, 2015 - December 31, 2019
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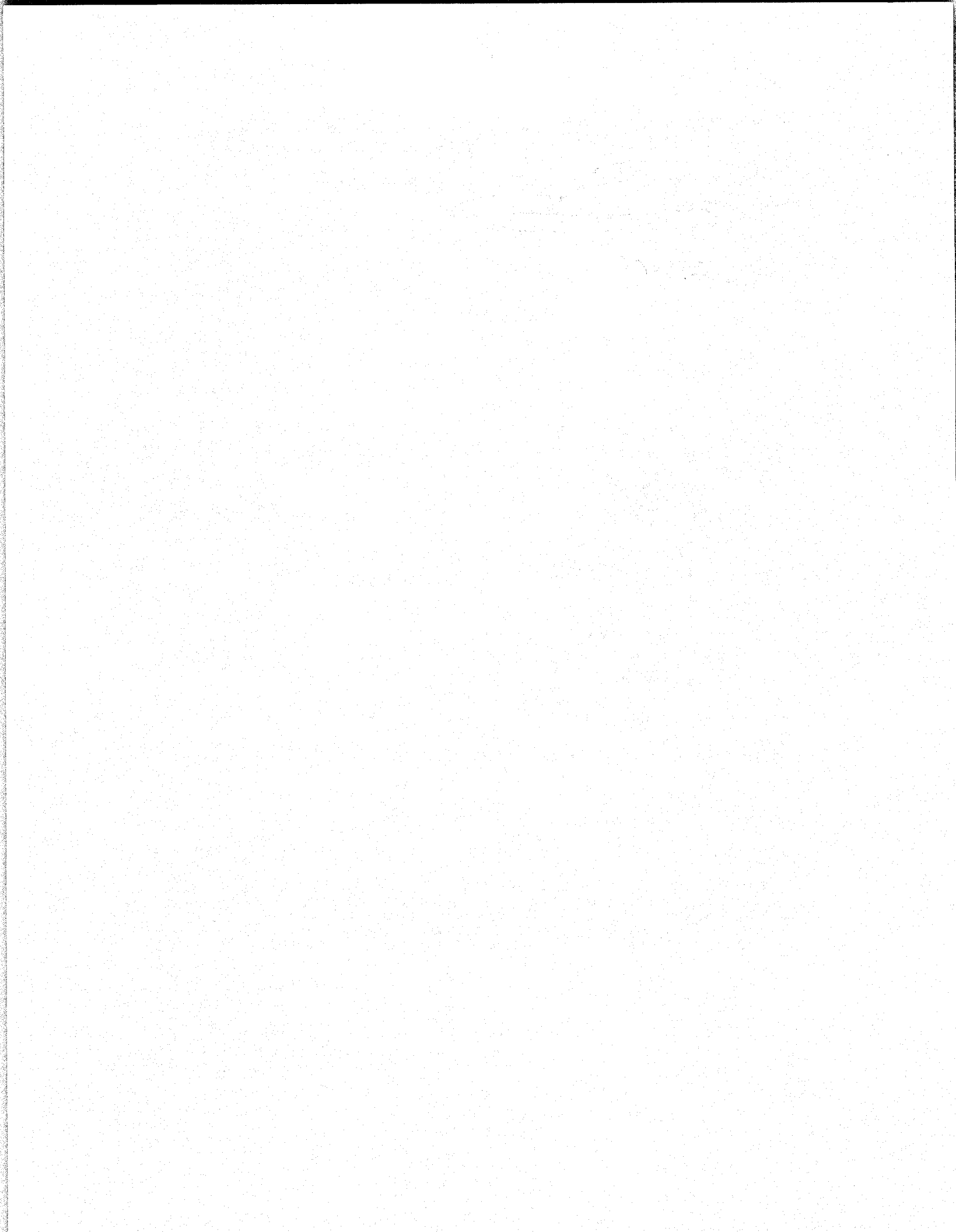


EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
Quinn Rental Services, hereinafter referred to as "CONTRACTOR"

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide rental services, and otherwise do all things necessary for or incidental to providing rental equipment as requested by the County as set forth below:

County shall request and pick-up rental equipment at CONTRACTOR's place of business or schedule delivery of equipment by CONTRACTOR to County worksite. County has the right to make a pre-delivery inspection and shall inform CONTRACTOR of any damage or deficiency that may exist.

County shall return all rented equipment to the CONTRACTOR's place of business.

CONTRACTOR shall receive requests for rental equipment from the County and provide the requested equipment to the County or inform the County of the CONTRACTOR's inability to comply with the request within twenty-four (24) hours of the initial request.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$600,000 for the performance of all things necessary for or incidental to the procurement of rental of equipment as set forth in the Scope of Services. CONTRACTOR's compensation for procured rental equipment shall be based on the attached Rental Rates, effective January 1, 2017, and in accordance with the following terms:

All rental items are subject to State and local taxes per the current California State Board of Equalization City and County sales tax rates.

Invoices for all rental equipment are subject to a fourteen percent (14%) damage waiver fee per piece of rented equipment.

A one percent (1%) environmental recycling fee will be invoiced per piece of rented equipment.

CONTRACTOR shall provide equipment in accordance with the Agreement Rental Rates and for the time period requested by County.

Rental Rates do not include costs for permits and bonds that may be required for the usage of the rental equipment.

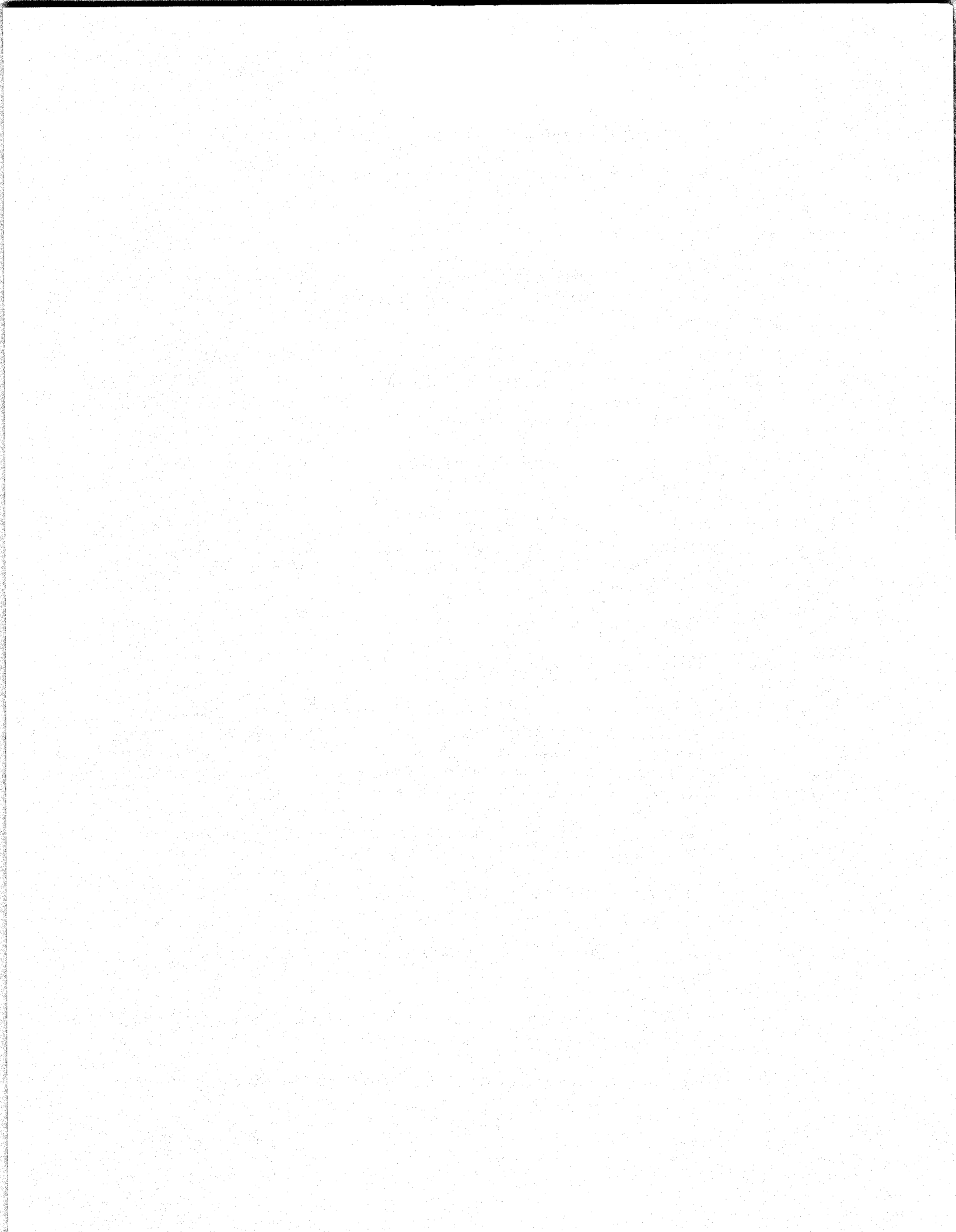


EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged any other client for rental equipment.

B.2 CONTRACTOR'S BILLING PROCEDURES

Payment shall be based upon completion of the rental term and return of the CONTRACTOR's equipment by the County.

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

B.3 INVOICES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6.0, "Payment Conditions", of the Agreement. All invoices shall reference the Project name, Multi-Year Agreement (MYA) number MYA3000*1971 and associated Delivery Order number, and an original hardcopy shall be sent to the following:

County of Monterey
Resource Management Agency (RMA) – Finance Division
168 West Alisal Street, 2nd Floor
Salinas, California 93901

Any questions pertaining to invoices under this Agreement shall be directed to the RMA Finance Division at (831) 755-4800.

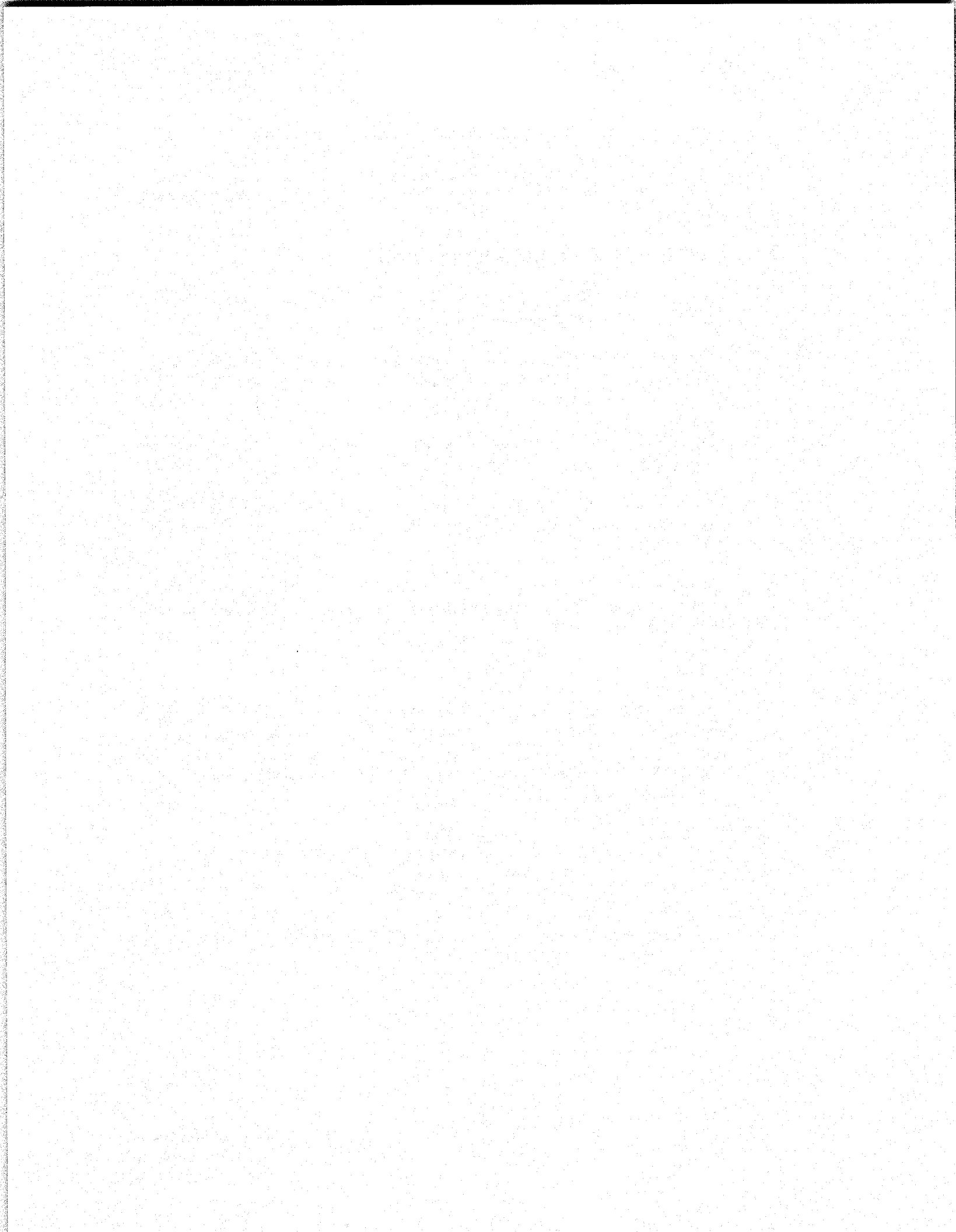


EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS



Rental Quote , Effective January 1, 2017
Quote Y27261

1300 ABBOTT ST, SALINAS, CA 93901
 SALINAS Ph: 831-758-8800 Fax: 831-758-8583

Date Out: **01/01/2017 Sun 07:00 AM**
 Est. Date In: **12/31/2017 Sun 07:00 AM**

Bill to: Customer: **439500**
MONTEREY COUNTY PUBLIC WORKS
ATTN ACCOUNTS PAYABLE
168 W ALISAL ST 2ND FL
SALINAS, CA 93901

Jobsite: **RENTAL RATES 2017**
 Contact: **HOP ESSICK**
 Phone: **831 755 5040**
168 W ALISAL ST 2ND FL
SALINAS, CA
93901

Signed By:
 Order By: **HOP ESSICK**

Written By: **STEVENBURT**
 Sales Rep: **DANIEL TORRES**
 PO #: **RATES 2017**

| QTY | DESCRIPTION | DAY | WEEK | 4WEEK |
|--|---|-------|---------|---------|
| Rental Items | | | | |
| *** TRANSPORT CHARGES ARE BASED ON \$125/HR PORTAL TO PORTAL FOR DELIVERY, PICKUP AND JOBSITE TO JOBSITE MOVES OF RENTAL EQUIPMENT ONLY. *** | | | | |
| 1. | 100-3101 BACKHOE, CAB 416/420 4WD DIESEL W/BUCKET | \$358 | \$1,080 | \$2,691 |
| 1. | 100-4500 BACKHOE 450 CANOPY 4WD/1372HP/21FT | \$383 | \$1,620 | \$4,320 |
| 1 | 120-6800 320/321 CAT EXCAVATOR | \$655 | \$2,490 | \$7,035 |
| 1. | 200-0605 DOZER D8K XL CAB | \$635 | \$2,530 | \$7,590 |
| 1. | 200-0505 DOZER D5G/K XL CAB | \$525 | \$2,090 | \$6,270 |
| 1. | 200-0405 DOZER D4G/K XL CAB | \$470 | \$1,870 | \$5,610 |
| 1 | 140-3047 DD SMOOTH VIB 3-5TON 47"-CB224/CB24 | \$260 | \$980 | \$2,775 |
| 1 | 148-4011 PNEUMATIC ROLLER, 9-WHEEL -PS150 | \$350 | \$1,400 | \$4,200 |
| 1 | 060-1300 8' R/O ROAD-BROOM-DIESEL W/CAB | \$310 | \$1,205 | \$3,780 |
| 1 | ID.0601305 MODEL.0601305 BROOM WEAR CHARGE PER 1/2" @ 75.00 EACH | \$0 | \$0 | \$0 |
| 1 | 800-2900 DUMP TRAILER, HYDRAULIC 5000# MAX LOAD | \$145 | \$420 | \$935 |
| 1 | 840-2800 5/6 YD DUMP TRUCK | \$265 | \$975 | \$2,860 |
| 1 | 840-2901 14 YD DUMP TRUCK CAT CT660 | \$635 | \$2,735 | \$8,490 |

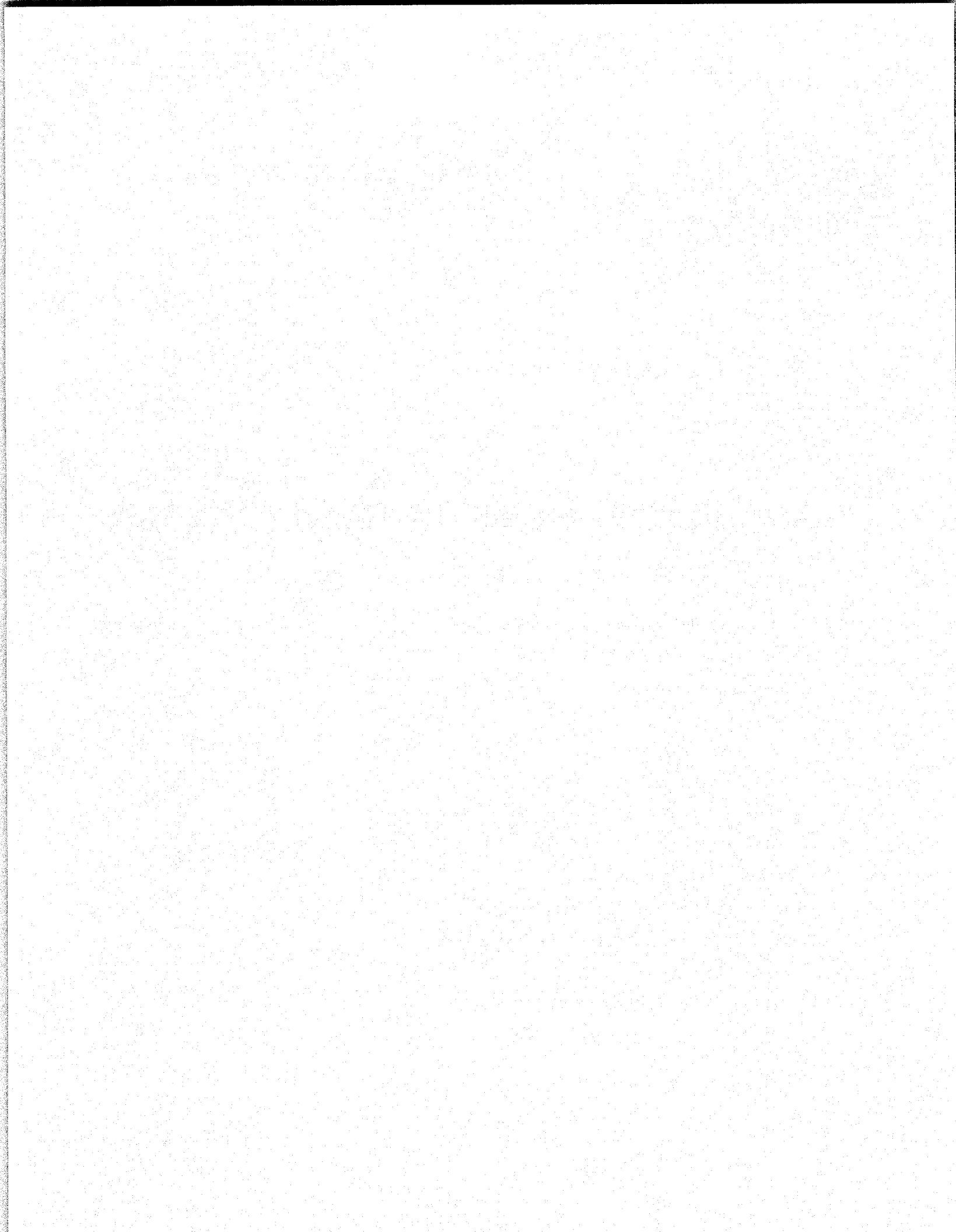


EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS



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1300 ABBOTT ST, SALINAS, CA 93901
 SALINAS Ph: 831-758-8800 Fax: 831-758-8583

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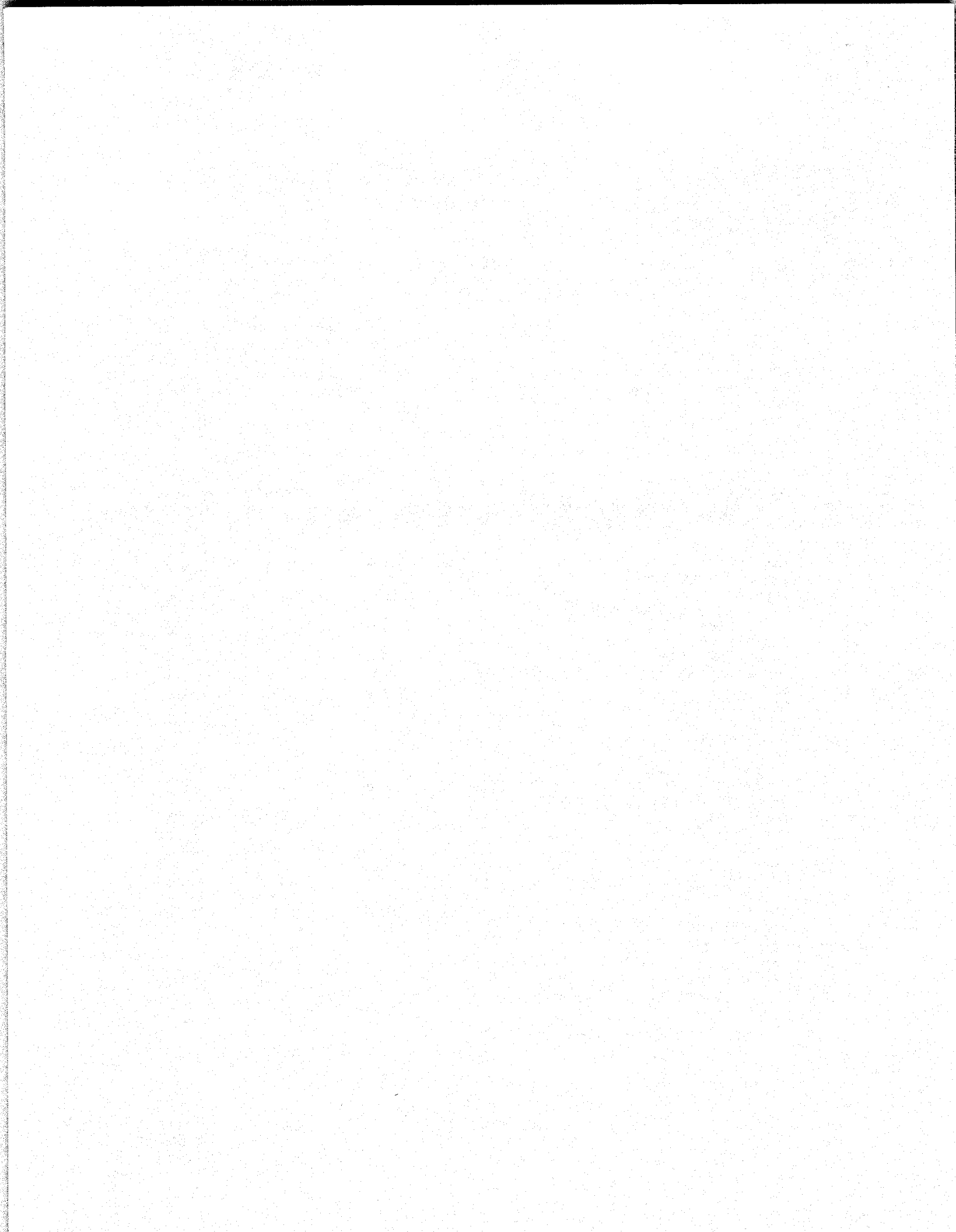
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MONTEREY COUNTY PUBLIC WORKS
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Jobsite: **RENTAL RATES 2017**
 Contact: **HOP ESSICK**
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SALINAS, CA
93901

Signed By:
 Order By: **HOP ESSICK**

Written By: **STEVENBURT**
 Sales Rep: **DANIEL TORRES**
 PO #: **RATES 2017**

| QTY | DESCRIPTION | DAY | WEEK | 4WEEK |
|--|---|-------|---------|---------|
| Rental Items | | | | |
| 1 | 840-4200 2000 GAL WATER TRUCK | \$335 | \$1,105 | \$2,530 |
| 1 | 780-0110 MESSAGE BOARD, SOLAR TRLR MOUNT | \$220 | \$890 | \$2,270 |
| 1 | 780-0100 ARROW BOARD, TRLR MOUNT | \$100 | \$320 | \$995 |
| 1. | 380-4000 4000 WATT TOWABLE LIGHT TOWER W/GEN. | \$85 | \$349 | \$735 |
| 1 | 440-1015 MOTORGRADER 120M AWD | \$635 | \$2,870 | \$8,990 |
| 1 | 440-1009 MOTORGRADER NORAM 65E | \$465 | \$1,815 | \$5,675 |
| 1 | 840-2900 10-12 YD DUMP TRUCK | \$440 | \$2,000 | \$6,255 |
| 1 | 230-9009 REACHLIFT 43'-44" X 9,000# 4WD DIESEL | \$385 | \$1,185 | \$2,970 |
| 1 | 110-9301 WHEEL LOADER 930 W/ QC | \$475 | \$1,700 | \$4,200 |
| 1 | 110-7025 CAT 950 4.0 YD LOADER | \$650 | \$2,380 | \$6,575 |
| 1 | 740-5400 4WD CAT SKIPLOADER | \$255 | \$945 | \$2,650 |
| 1 | 140-3030 10-13 TON CB-534 67" VIB ROLLER | \$605 | \$2,145 | \$6,460 |
| Miscellaneous Items | | | | |
| 1 | ENV REC FEE (T) | | 1.00 % | |
| 1 | FIRE, THEFT & VANDALISM | | 14.00 % | |
| State 7.5% County 0.125% City 1.5% Total Tax: 9.125% | | | | |





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/1/2016

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

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

| PRODUCER J Smith Lanier & Co of Opelika P. O. BOX 828 Opelika AL 36803 | CONTACT NAME: PHONE (A/C, No, Ext): 334-749-3401 FAX (A/C, No): E-MAIL ADDRESS: | | | | | | | | | | | | | |
|---|---|-------------------------------|--------|---|-------|---|-------|--------------------------------------|-------|-------------|--|-------------|--|-------------|
| | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :Zurich American Ins. Co. of IL</td> <td>27855</td> </tr> <tr> <td>INSURER B :American Zurich Insurance Co</td> <td>40142</td> </tr> <tr> <td>INSURER C :XL Insurance America Inc.</td> <td>24554</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A :Zurich American Ins. Co. of IL | 27855 | INSURER B :American Zurich Insurance Co | 40142 | INSURER C :XL Insurance America Inc. | 24554 | INSURER D : | | INSURER E : | | INSURER F : |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | |
| INSURER A :Zurich American Ins. Co. of IL | 27855 | | | | | | | | | | | | | |
| INSURER B :American Zurich Insurance Co | 40142 | | | | | | | | | | | | | |
| INSURER C :XL Insurance America Inc. | 24554 | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | |
| INSURED 62QUINNGROUPINC Quinn Group, Inc. dba Quinn Company 10006 Rose Hills Road City of Industry CA 90601 | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER: 1756516735** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|----------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | Y | GLO292520202 | 2/1/2016 | 2/1/2017 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | Y | Y | BAP292520302 | 2/1/2016 | 2/1/2017 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000 | Y | Y | US00067994L16A | 2/1/2016 | 2/1/2017 | EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A | | Y | WC292520102 | 2/1/2016 | 2/1/2017 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| A | Garagekeepers Legal Liab | | | BAP292520302 | 2/1/2016 | 2/1/2017 | \$1,000,000 Per Loc. |

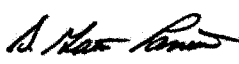
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability and Auto Liability Additional Insured Status is granted to the County of Monterey, its agents, officers and employees if required by a written, signed, and dated contract, agreement or permit. All coverage is subject to the terms, conditions and exclusions contained in the policy form and endorsements.

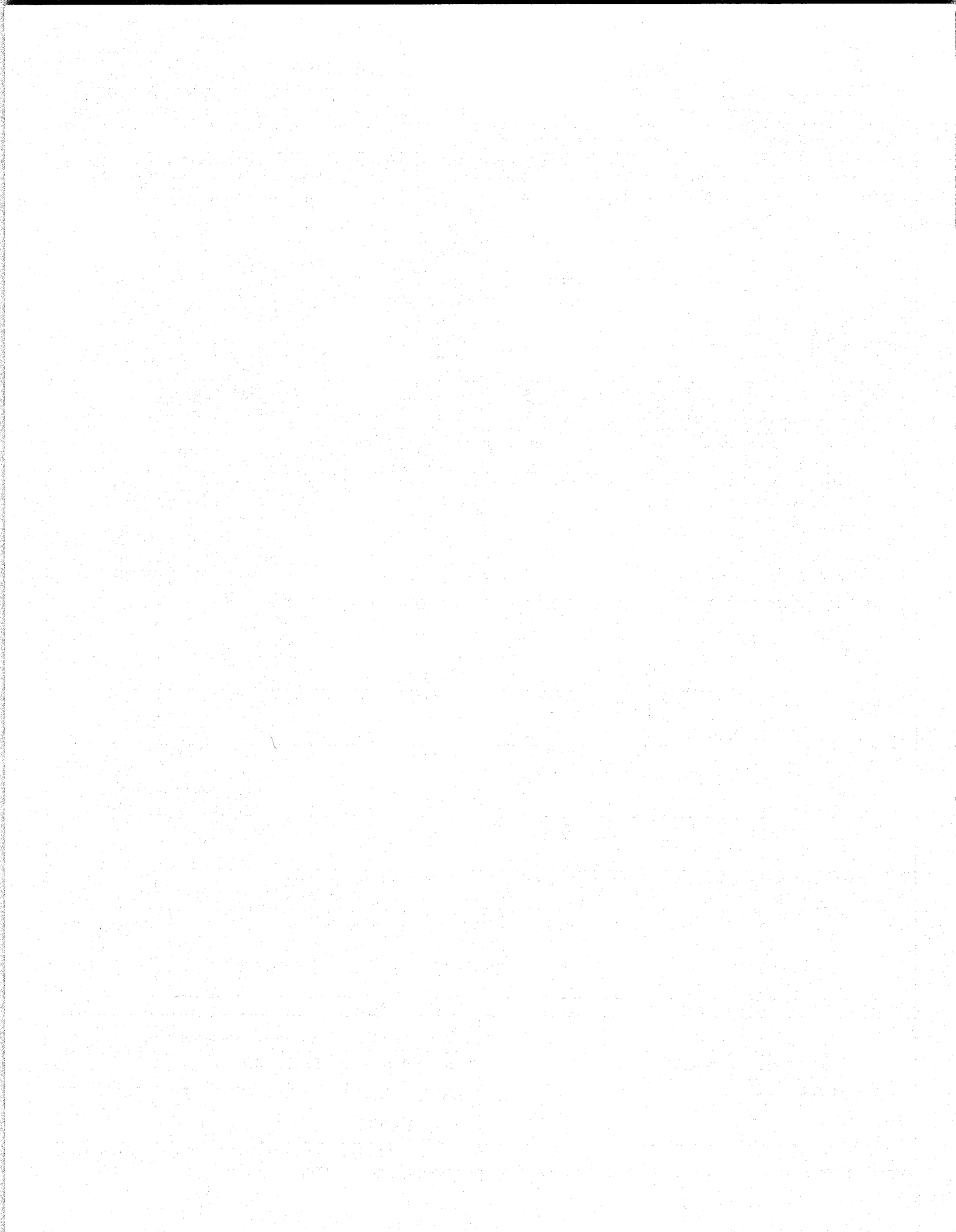
The County of Monterey, its agents, officers and employees as required by contract are named additional See Attached...

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|---|
| County of Monterey Contracts/Purchasing Division 168 W. Alisal Street, 3rd Floor Salinas CA 93901 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|---|

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ADDITIONAL REMARKS SCHEDULE

| | | | |
|--|-----------|---|--|
| AGENCY J Smith Lanier & Co of Opelika | | NAMED INSURED Quinn Group, Inc. dba Quinn Company 10006 Rose Hills Road City of Industry CA 90601 | |
| POLICY NUMBER | | EFFECTIVE DATE: | |
| CARRIER | NAIC CODE | | |

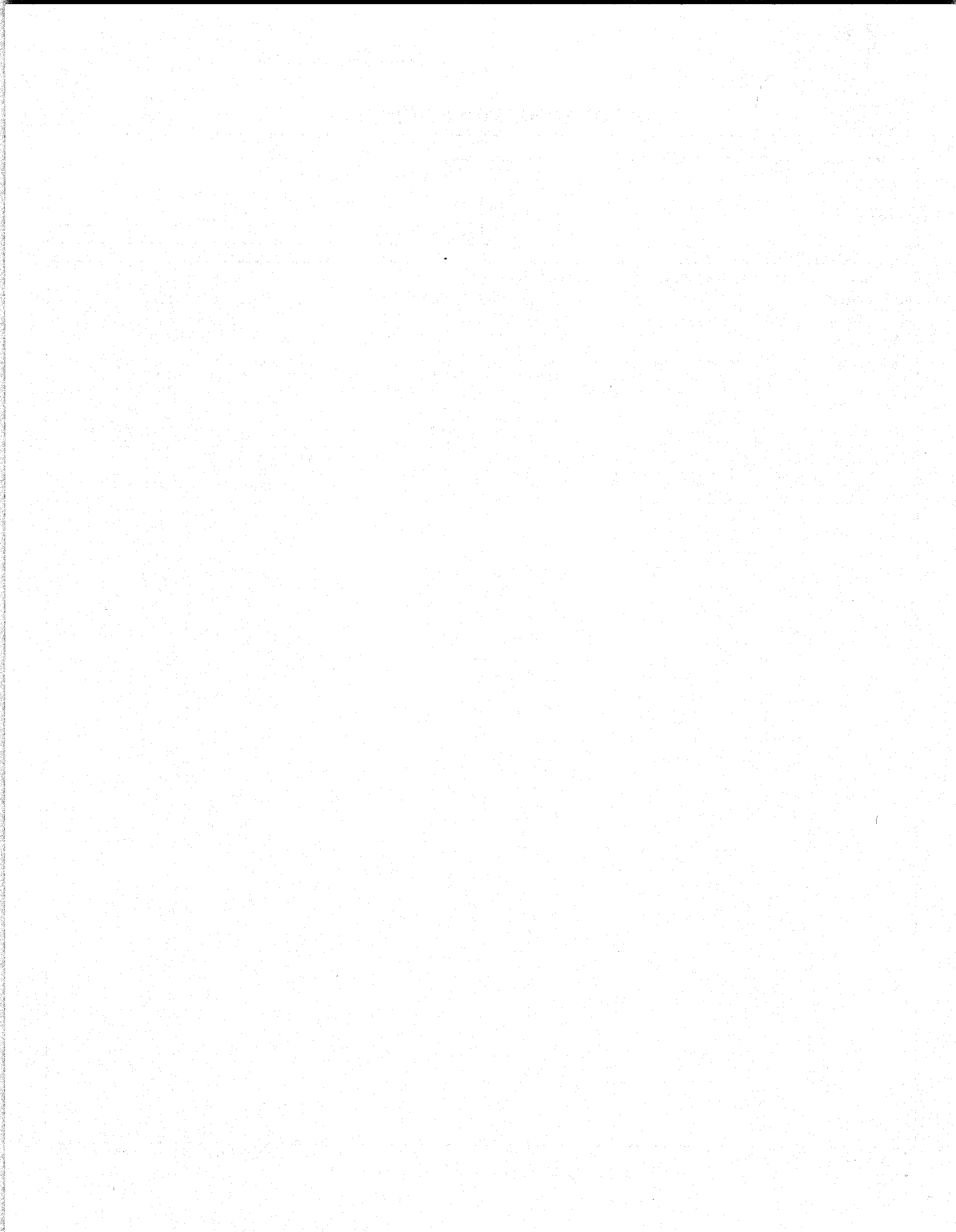
ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

insured on a primary and non contributory basis. Waiver of Subrogation is granted by the Named Insured to the County of Monterey, its agents, officers and employees pursuant to written contract.

Cancellation provision shown is subject to shorter or longer time periods depending on the jurisdiction of, and the reason for, the cancellation. Garage Liability is included under the Zurich Commercial Auto policy with a \$1,000,000 limit per location. Umbrella is follow form over underlying policies, forms and endorsements.

Continued Named Insureds (General Liability and Auto Liability): Quinn Group, Inc., Quinn Company, Quinn Company dba Quinn Used Parts, Quinn Company dba Quinn Power Systems, Quinn Shepherd Machinery, Quinn Power Systems Associates, Quinn Lift, Inc., Quinn Rental Services, Quinn Commercial, Inc., Q4G Properties LP, Quinn Shepherd Rental Services, Alta Lift, Inc., Quinn Commercial, Inc.
Continued Named Insureds (Workers Compensation Policy): Quinn Group, Inc., Quinn Company, Quinn Lift, Inc., Quinn Rental Services



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location(s) Of Covered Operations |
|--|--|
| ONLY THOSE PERSONS OR ORGANIZATIONS WHERE REQUIRED BY WRITTEN CONTRACT. | ONLY THOSE LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

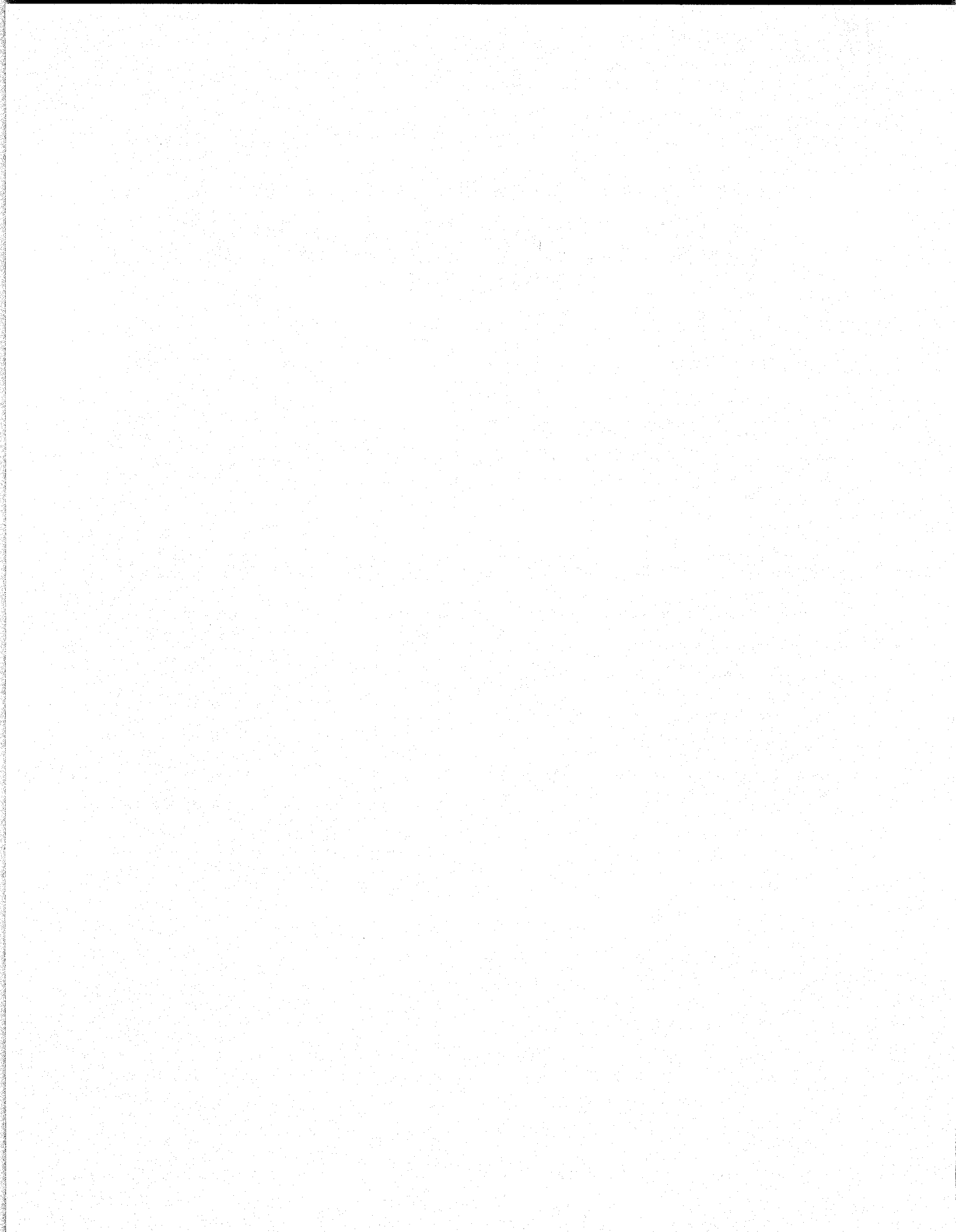
1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

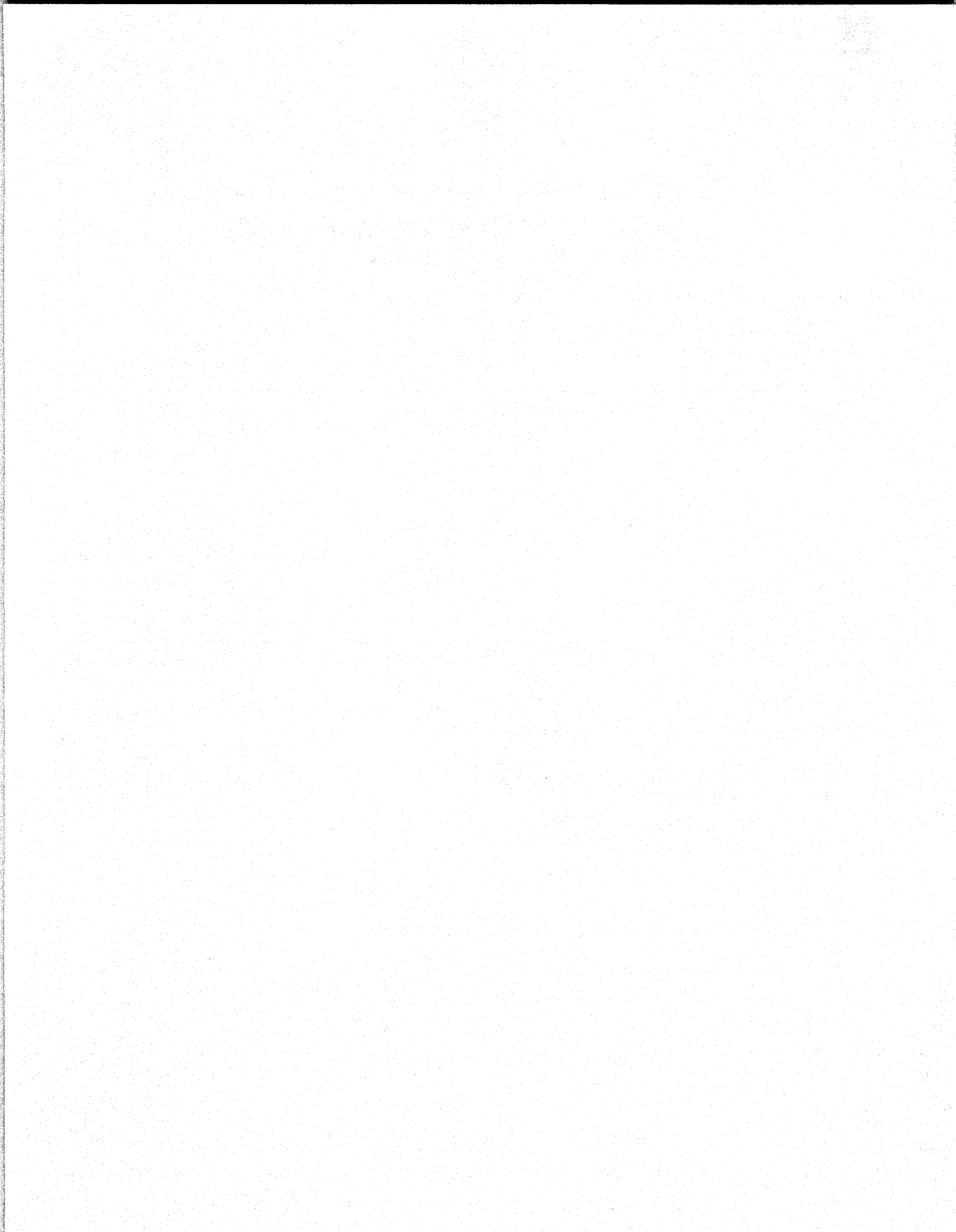
Name Of Additional Insured Person(s) Or Organization(s)

ONLY THOSE PERSONS OR ORGANIZATIONS WHERE REQUIRED BY WRITTEN CONTRACT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

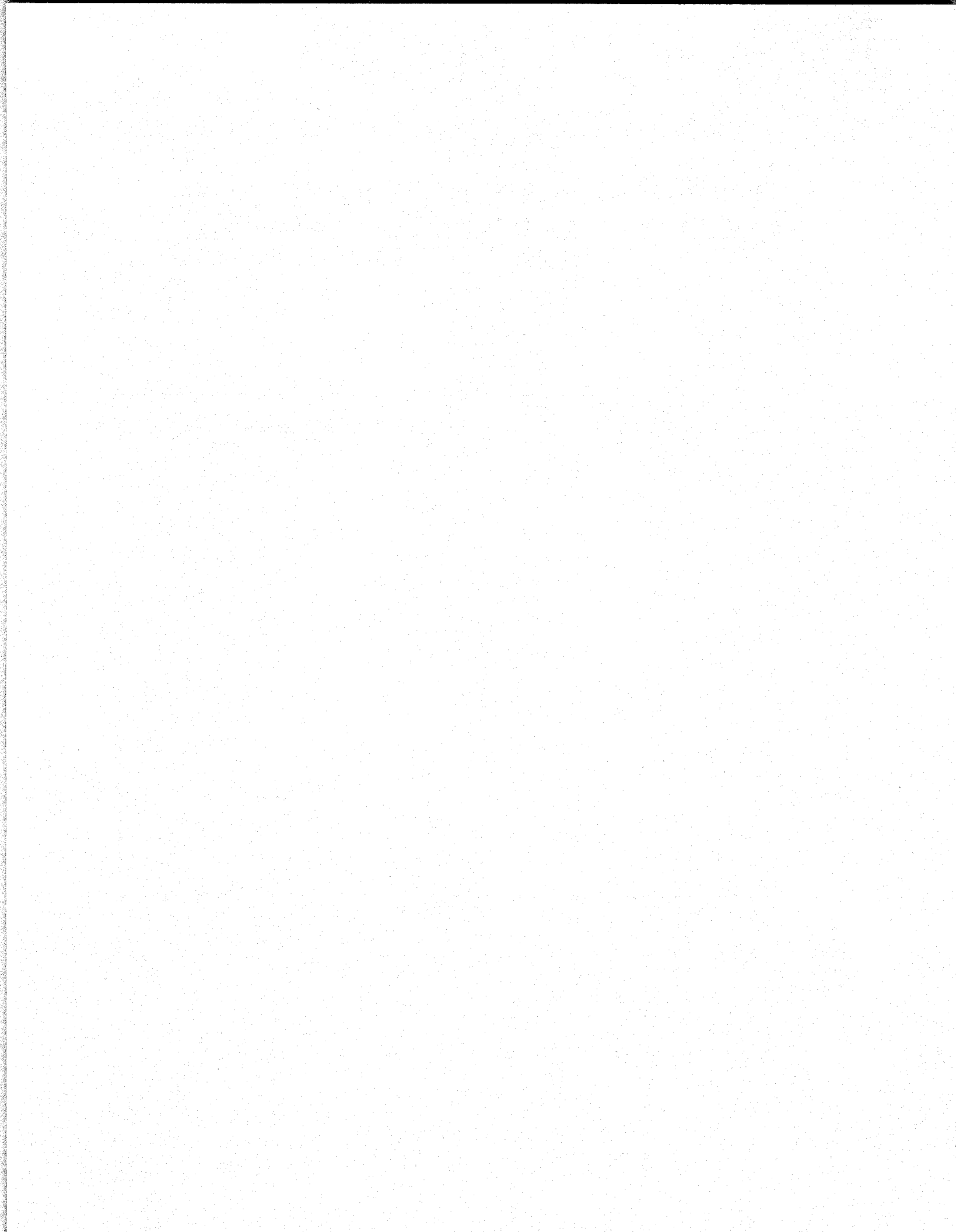
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location And Description Of Completed Operations |
|---|---|
| ONLY THOSE PERSONS OR ORGANIZATIONS WHERE REQUIRED BY WRITTEN CONTRACT. | WHERE REQUIRED BY WRITTEN CONTRACT. |

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".





ZURICH®

Additional Insured – Automatic – Owners, Lessees Or Contractors

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|--------------|-------------------|-------------------|-------------------|--------------|-------------|--------------|
| GLO292520202 | 02/01/2016 | 02/01/2017 | | | | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.

However, if you have entered into a construction contract or construction agreement with an additional insured person or organization, the insurance afforded to such additional insured only applies to the extent permitted by law.

B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under Section I – Coverage A – Bodily Injury And Property Damage Liability and Section I – Coverage B – Personal And Advertising Injury Liability, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf, and resulting directly from your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

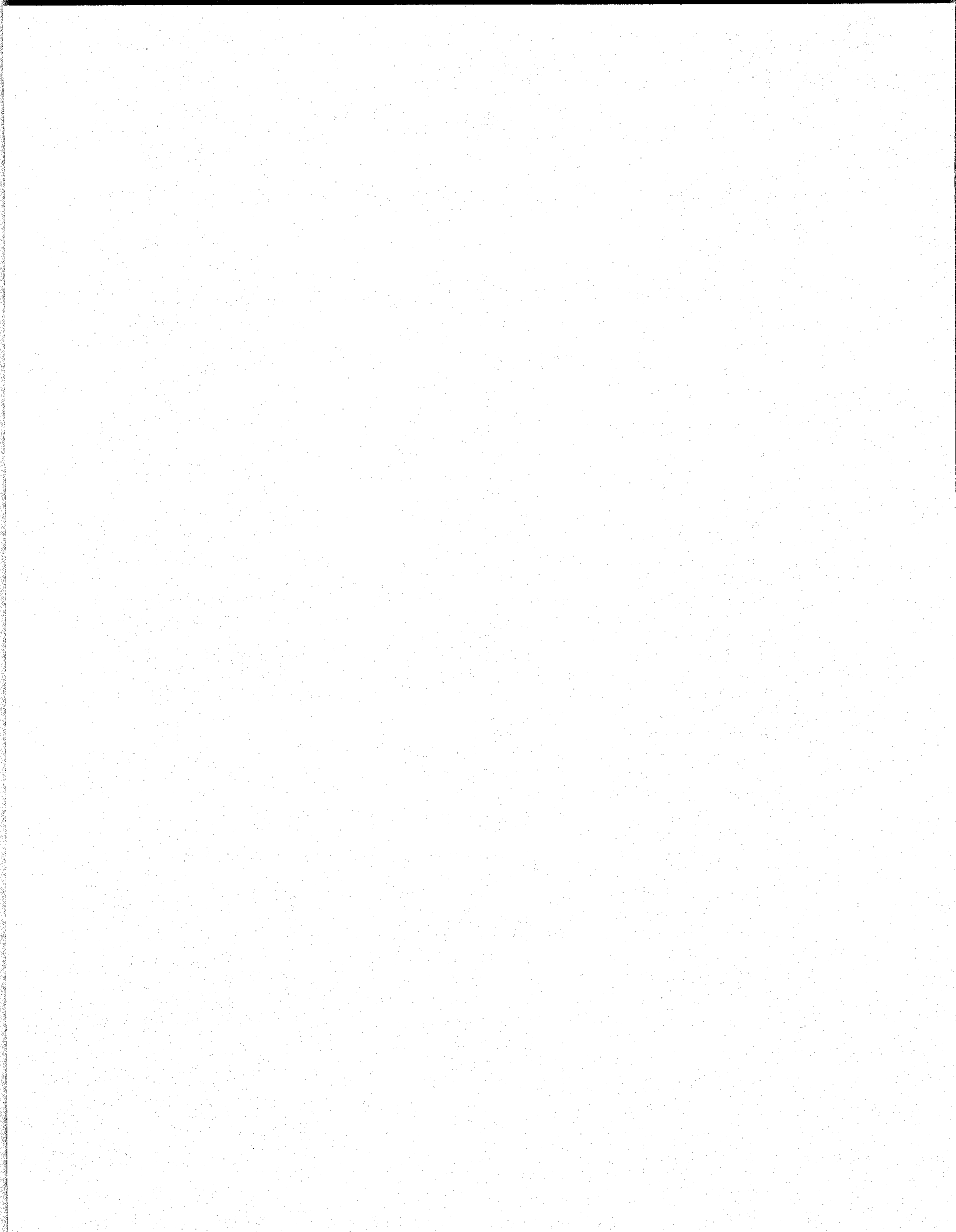
C. However, regardless of the provisions of Paragraphs A. and B. above:

1. We will not extend any insurance coverage to any additional insured person or organization:
 - a. That is not provided to you in this policy; or
 - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
 - a. The Limits of Insurance provided to you in this policy; or
 - b. The Limits of Insurance you are required to provide in the written contract or written agreement.

D. The insurance provided to the additional insured person or organization does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.



E. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

F. For the coverage provided by this endorsement:

1. The following paragraph is added to Paragraph 4.a. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory with respect to any other policy upon which the additional insured is a Named Insured. In that event, we will not seek contribution from any other such insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

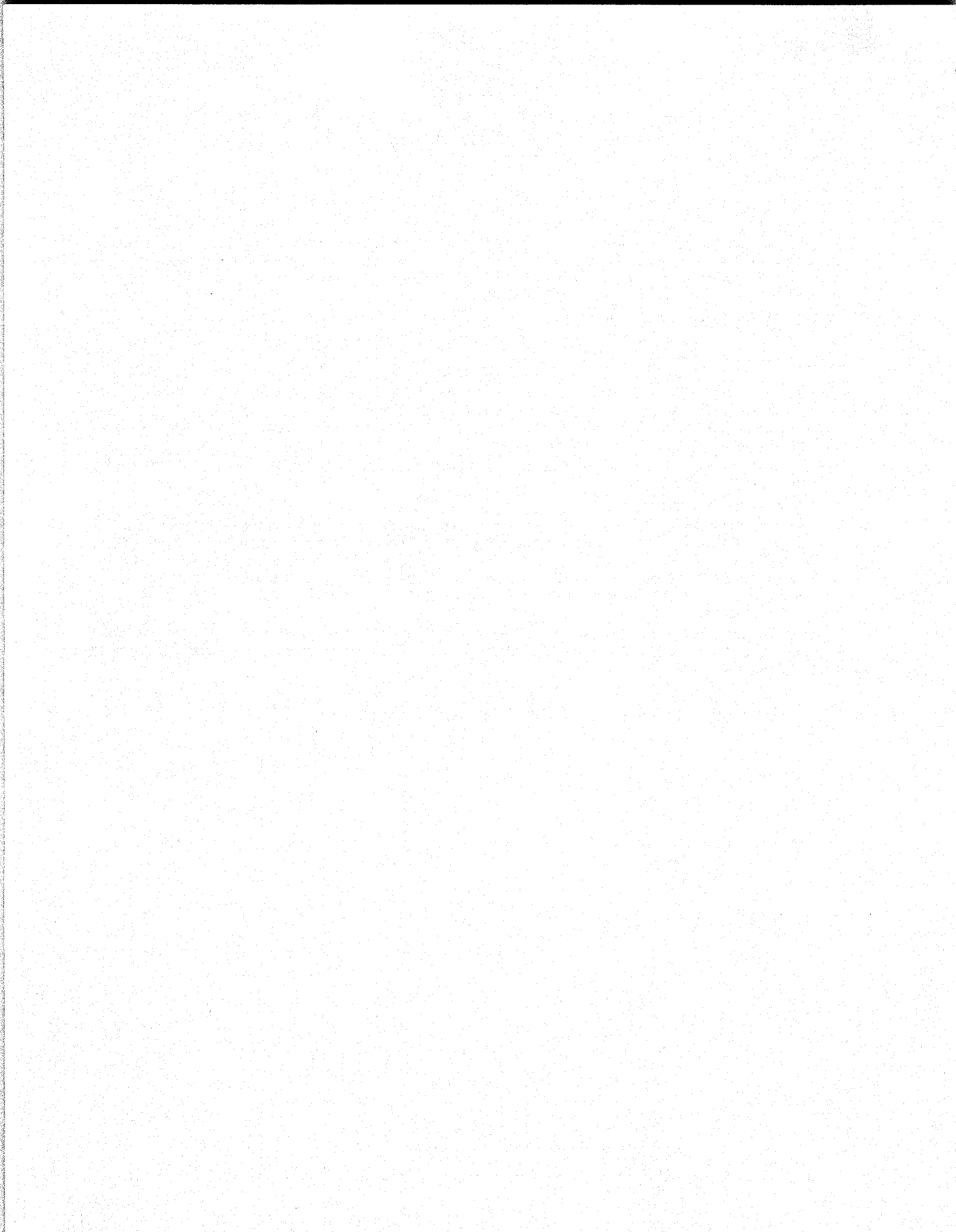
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

All other terms and conditions of this policy remain unchanged.



Policy Number GLO292520202

ENDORSEMENT

ZURICH AMERICAN INSURANCE COMPANY

Named Insured Quinn Group, Inc.

Effective Date: 02/01/2016

12:01 A.M., Standard Time

Agent Name J. SMITH LANIER & CO.

Agent No. 18298-000

WAIVER OF SUBROGATION

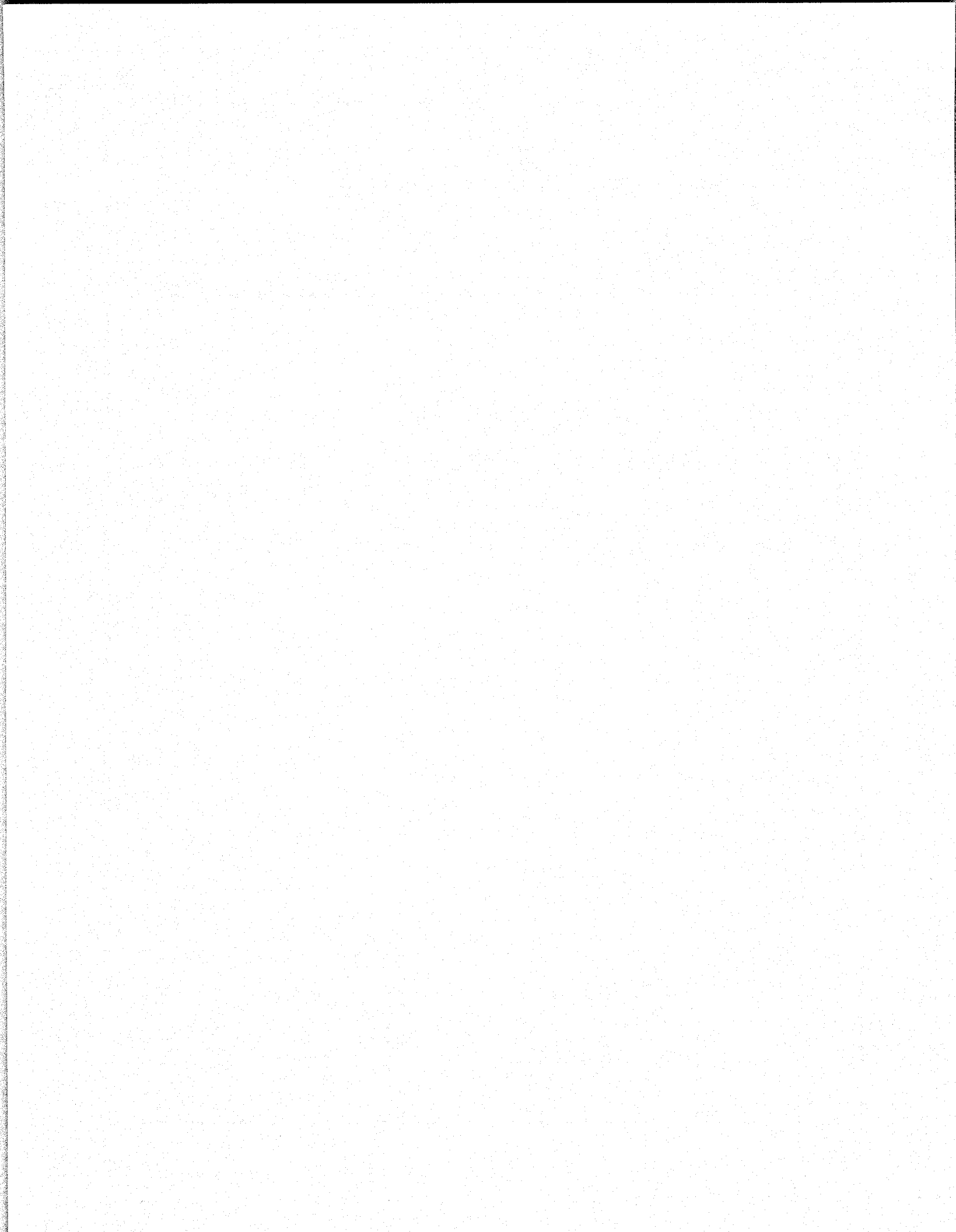
THIS ENDORSEMENT CHANGES THE POLICY.

PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION

THE FOLLOWING IS ADDED TO THE TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US CONDITION:

IF YOU ARE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT, WHICH IS EXECUTED BEFORE A LOSS, TO WAIVE YOUR RIGHTS OF RECOVERY FROM OTHERS, WE AGREE TO WAIVE OUR RIGHTS OF RECOVERY. THIS WAIVER OF RIGHTS SHALL NOT BE CONSTRUED TO BE A WAIVER WITH RESPECT TO ANY OTHER OPERATIONS IN WHICH THE INSURED HAS NO CONTRACTUAL INTEREST.





ZURICH

Coverage Extension Endorsement

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem. | Return Prem. |
|--------------|-------------------|-------------------|-------------------|--------------|--------------|--------------|
| BAP292520302 | 02/01/2016 | 02/01/2017 | | | | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form
Motor Carrier Coverage Form**

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

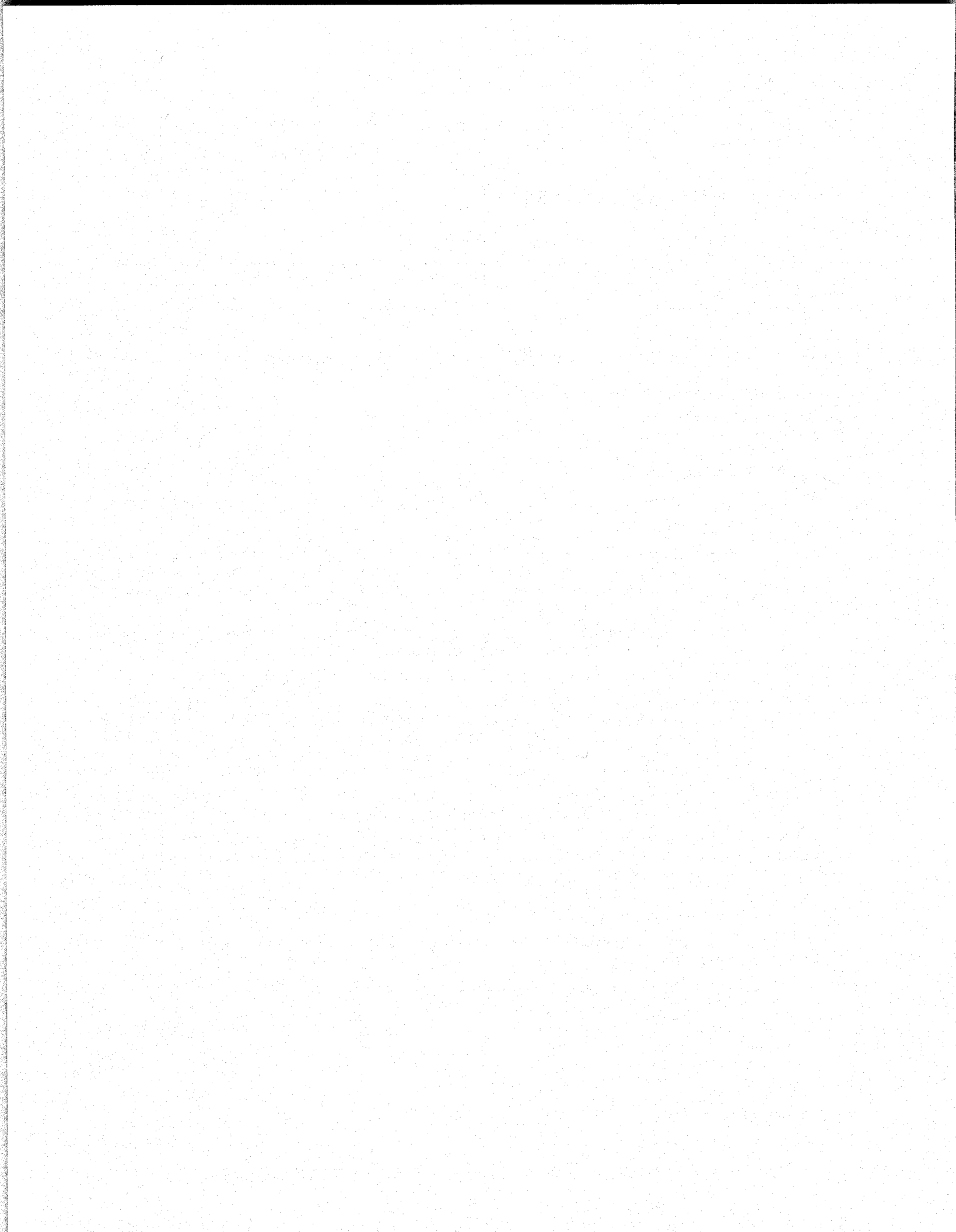
2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.



C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

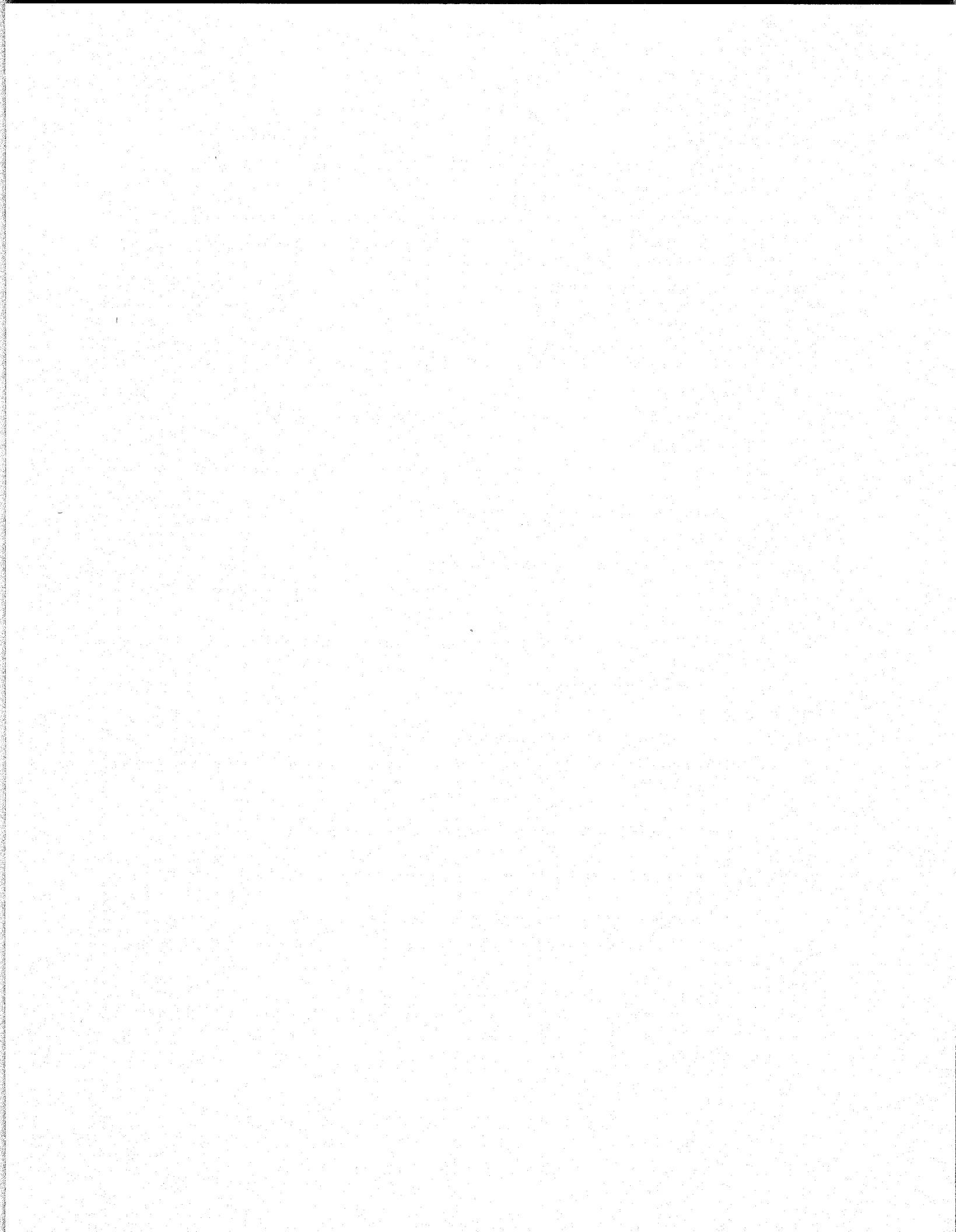
If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:



- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the Coverage Provision of the Physical Damage Coverage Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

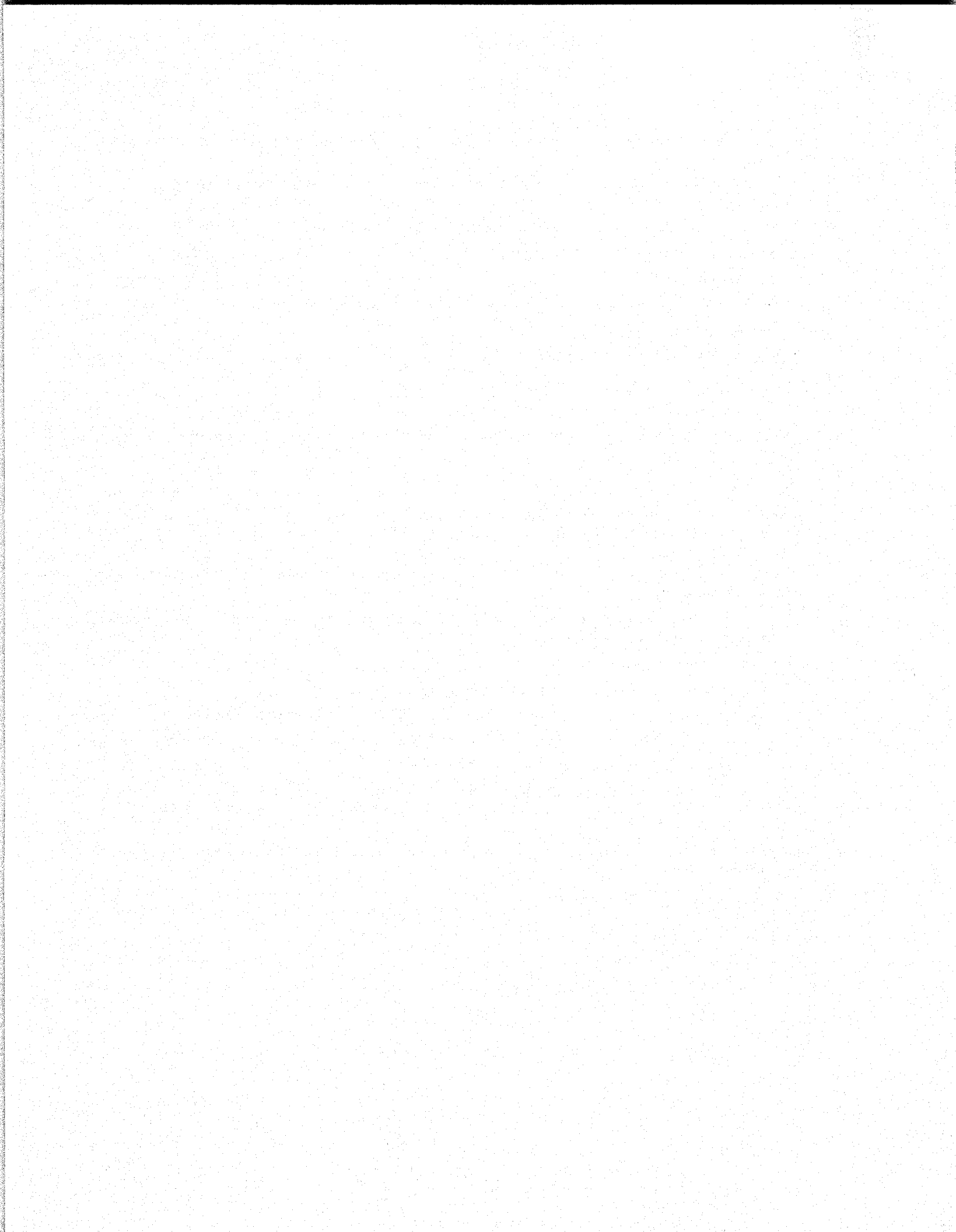
J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of Section III – Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of Section IV – Physical Damage Coverage in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph 1.a. Comprehensive Coverage under the Coverage Provision of the Physical Damage Coverage Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The Physical Damage Coverage Deductible Provision does not apply to such "loss".



K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

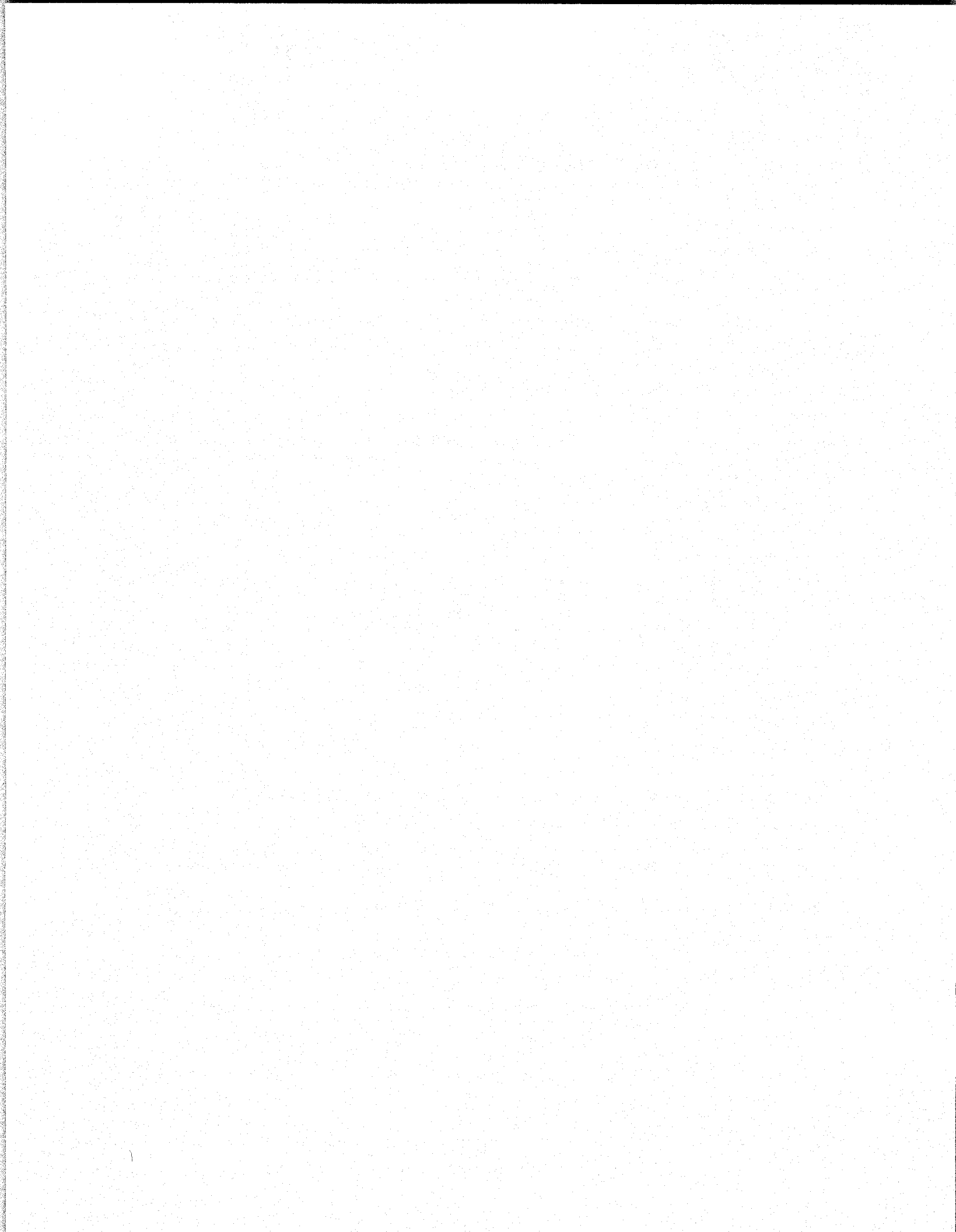
We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any



agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

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

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

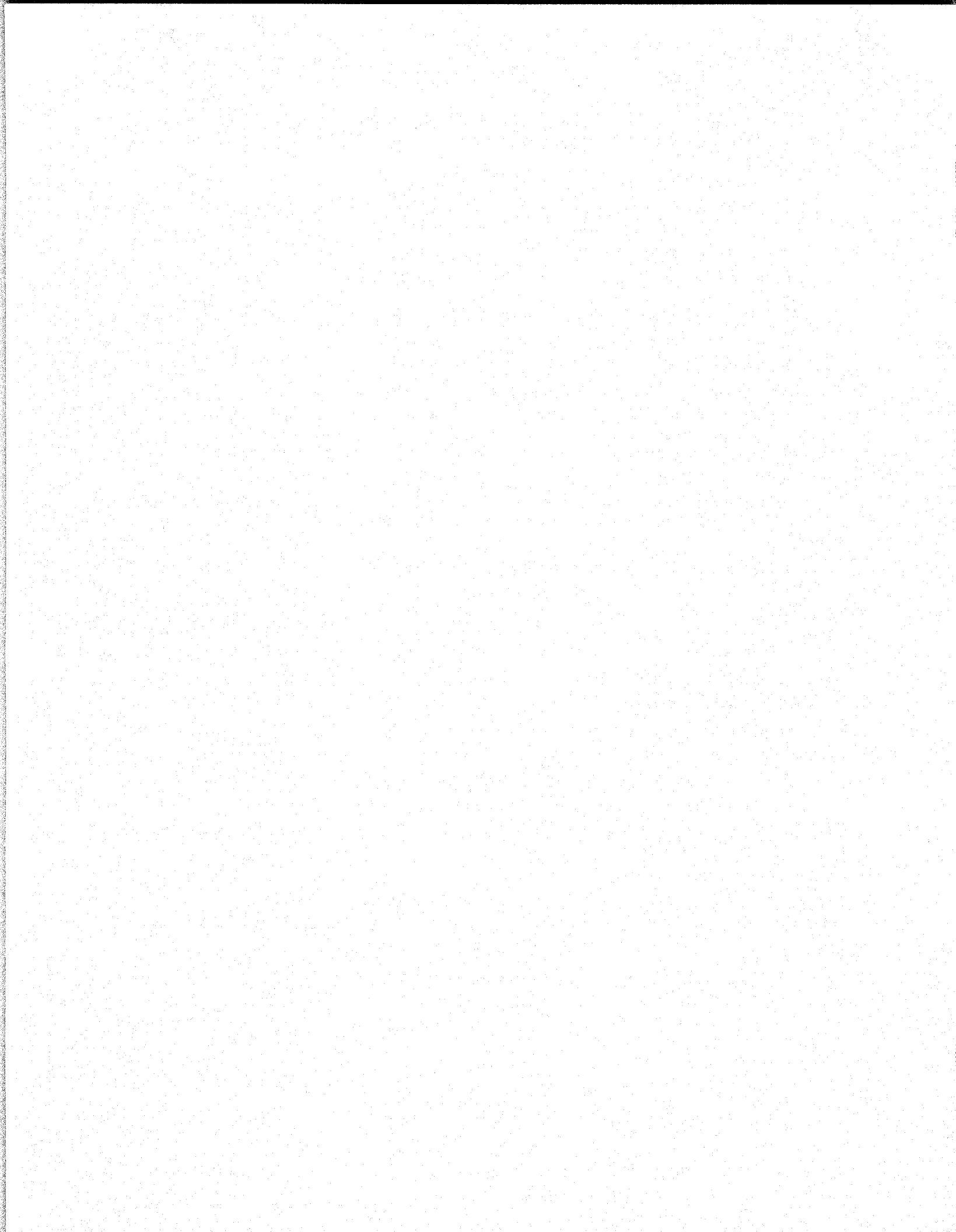
Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.



U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

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

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

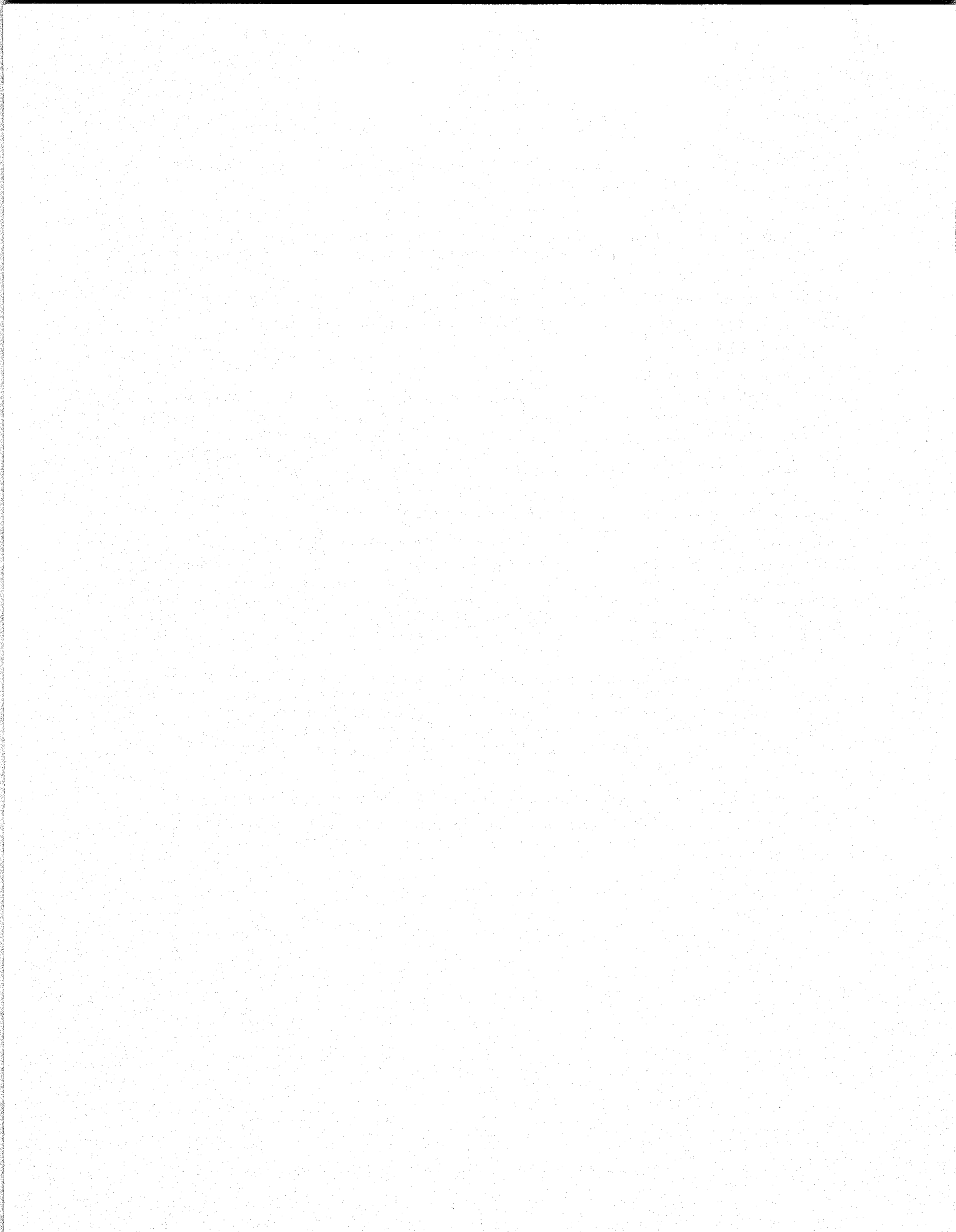
To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

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



WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

| POLICY NO. | EFF. DATE OF POL. | EXP. DATE OF POL. | EFF. DATE OF END. | AGENCY NO. | ADD'L. PREM. | RETURN PREM. |
|--------------|-------------------|-------------------|-------------------|------------|--------------|--------------|
| BAP292520302 | 02/01/2016 | 02/01/2017 | | | | |

Named Insured

Address (including ZIP Code)

This endorsement modifies insurance provided by the following:
Business Auto Coverage Part
Truckers Coverage Part
Garage Coverage Part

SCHEDULE

Name of Person or Organization:

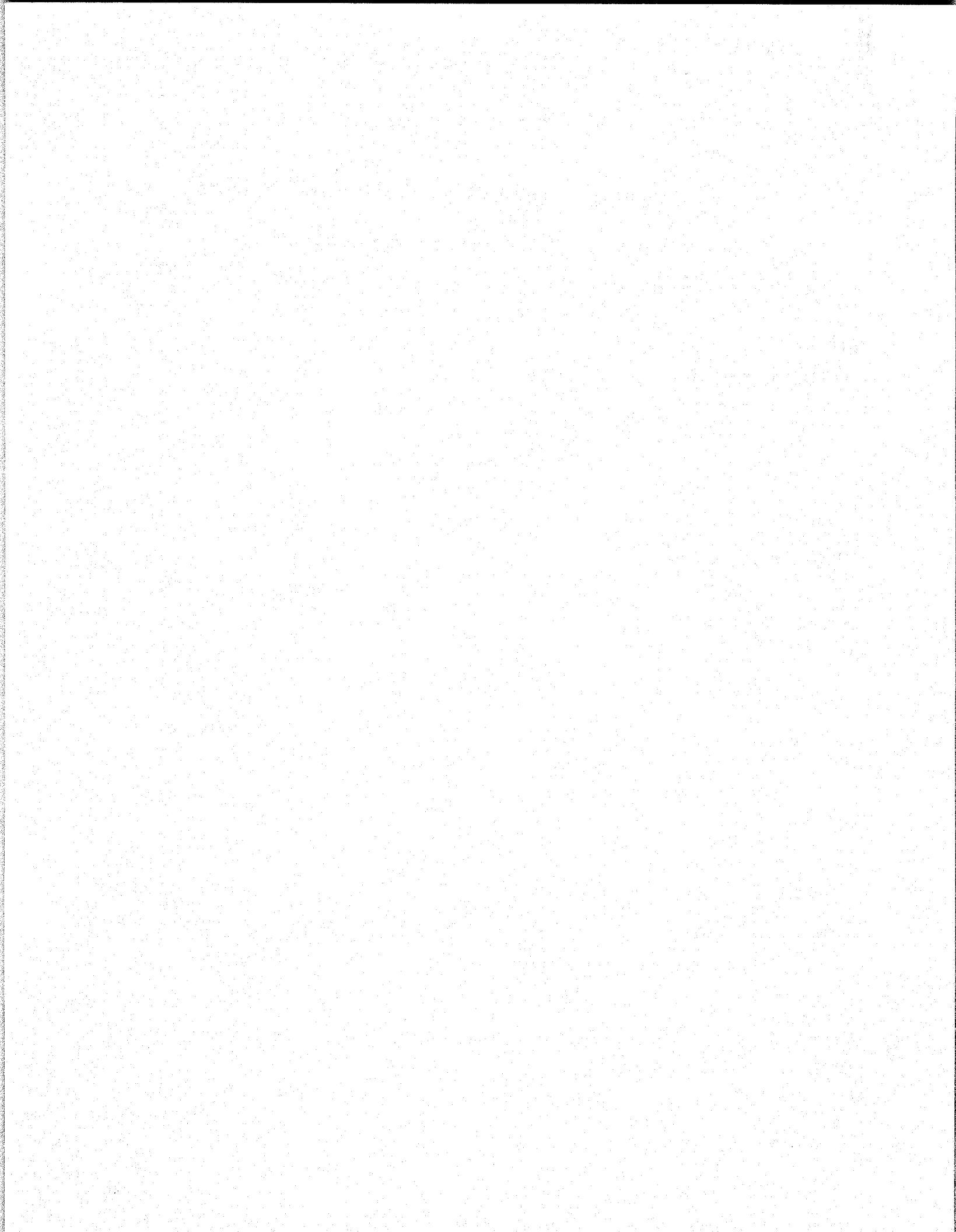
ONLY THOSE PERSONS OR ORGANIZATIONS FOR WHOM YOU ARE REQUIRED TO WAIVE YOUR RIGHTS OF RECOVERY UNDER THE TERMS OF A WRITTEN CONTRACT.

We waive any right of recovery we may have against the designated person or organization shown in the schedule because of payments we make for injury or damage caused by an "accident" or "loss" resulting from the ownership, maintenance, or use of a covered "auto" for which a Waiver of Subrogation is required in conjunction with work performed by you for the designated person or organization. The waiver applies only to the designated person or organization shown in the schedule.

Countersigned

Authorized Representative

U-CA-320-A (CW) (4/92)



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS OR ORGANIZATIONS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

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

Endorsement Effective 02/01/2016

Policy No. WC292520102

Endorsement No.

Insured Quinn Group, Inc.

Premium \$

Insurance Company

Countersigned By _____

WC 00 03 13
(Ed. 4-84)

