

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/17/2023

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 have ADDITIONAL INSURED provisions or 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	CONTACT NAME: Carly Underwood		
Greyling Ins. Brokerage/EPIC 3780 Mansell Road	PHONE (A/C, No, Ext): 770.670.5324 FAX (A/C, No	lo): 770.670.5324	
Suite 370	E-MAIL ADDRESS: uescerts@greyling.com		
Alpharetta GA 30022	INSURER(S) AFFORDING COVERAGE	NAIC#	
	INSURER A: Arch Insurance Company	11150	
INSURED UNIVENG	INSURER B: Evanston Ins Co	35378	
Geotechnology, LLC 11816 Lackland Road	INSURER C: LANDMARK AMER INS CO	33138	
Suite 150	INSURER D: StarStone Specialty Insurance Company	44776	
Saint Louis MO 63146	INSURER E: Endurance American Specialty Insurance Co	ompany 41718	
	INSURER F:		

#### **COVERAGES CERTIFICATE NUMBER:** 780210797 **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				SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
Α	Х	COMMERCIAL GENERAL LIABILITY	Υ	Υ	ZAGLB9255700	1/1/2023	5/1/2023	EACH OCCURRENCE	\$2,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	Х	Contractual Liab						MED EXP (Any one person)	\$ 10,000
								PERSONAL & ADV INJURY	\$1,000,000
	GEN	I'L AGGRE <u>GAT</u> E LIMIT AP <u>PLIE</u> S PER:						GENERAL AGGREGATE	\$4,000,000
		POLICY X PRO- JECT X LOC						PRODUCTS - COMP/OP AGG	\$4,000,000
		OTHER:						Employee Benefits	\$1,000,000
A E	AUT	OMOBILE LIABILITY	Υ	Υ	ZACAT9289700	1/1/2023	5/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
_	Х	ANY AUTO			EXT30030240900	1/1/2023	5/1/2023	BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	\$
	Х	HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								Excess Auto	\$2,000,000
ВС		UMBRELLA LIAB X OCCUR	Υ	Υ	MKLV2EUE101545 LHA100521	1/1/2023 1/1/2023	5/1/2023 5/1/2023	EACH OCCURRENCE	\$7,000,000
Ü	Х	EXCESS LIAB CLAIMS-MADE			LHA 10052 I	1/1/2023	5/1/2023	AGGREGATE	\$7,000,000
		DED X RETENTION \$ 0							\$
Α		KERS COMPENSATION EMPLOYERS' LIABILITY		Υ	ZAWCI9995400	1/1/2023	5/1/2023	X PER OTH- STATUTE ER	
	ANYF	PROPRIETOR/PARTNER/EXECUTIVE TIME	N/A					E.L. EACH ACCIDENT	\$ 1,000,000
	(Man	datory in NH)	,					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
D B	Profe	ess GL essional Liab Pollution Liab			77102C232ALI MKLV7PL0005710	1/1/2023 2/1/2023	1/1/2024 5/1/2024	Per Occ./Aggregate Per Claim/Aggregate	4,000,000 5,000,000

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

Re: NW Olive Street and NW Orchard Drive Improvements, Kimley-Horn Project No. 268293001.3.
Kimley-Horn and Associates, Inc. and City of Lee's Summit Missouri are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract.

The above referenced liability policies with the exception of professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law.

Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

CERTIFICATE HOLDER	CANCELLATION
Kimley-Horn and Associates, Inc. and City of Lee's Summit Missouri	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
805 Pennsylvania Ave Ste 150 Kansas City MO 64105	AUTHORIZED REPRESENTATIVE  Suggestion of the state of the

### Policy Number ZAGLB9255700

#### SCHEDULE OF NAMED INSURED(S)

#### ARCH INSURANCE COMPANY

Named Insured OBSIDIAN GROUP HOLDINGS, LLC

**Effective Date**: 01-01-23

12:01 A.M., Standard Time

Agent Name EDGEWOOD PARTNERS INSURANCE CENTER

Agent No. 34911

FAIC-SKLBUS-CPD (cont.)

THE NAMED INSURED ON FORM FAIC-SKLBUS-CPD IS AMENDED TO READ:

OBSIDIAN GROUP HOLDINGS, LLC
UNIVERSAL ENGINEERING SCIENCES
HOLDINGS, INC.
UNIVERSAL ENGINEERING SCIENCES
MIDCO, INC.
OBSIDIAN GROUP ACQUISITIONS

OBSIDIAN GROUP ACQUISITIONS, INC.

UNIVERSAL ENGINEERING

SCIENCES, LLC

F/K/A UNIVERSAL ENGINEERING

SCIENCES, INC.

CENTURION CONSULTANTS

HOLDINGS, INC.

CENTURION CONSULTANTS, LLC

ARIES CONSULTANTS, LLC

MCGINLEY & ASSOCIATES, INC.

GEOTEK ENGINEERING COMPANY,

INC.

GFA INTERNATIONAL, INC. DBA UNIVERSAL ENGINEERING SCIENCES

UNIVERSAL ENGINEERING

INSPECTIONS, LLC

NOVA GEOTECHNICAL AND

INSPECTION SERVICES, LLC

NOVA GEOTECHNICAL AND

INSPECTION SERVICES - NORTHERN

NEVADA LLC

NOVA GEOTECHNICAL AND

INSPECTION SERVICES - SO CAL (A CALIFORNIA CORPORATION)

CONTOUR ENGINEERING, LLC

IQC SOUTHWEST LLC

RIVER CITY GEOPROFESSIONALS,

INC.

DBA WALLACE-KUHL & ASSOCIATES OUALITY CONTROL CONSULTANTS,

INC.

CONSTRUCTION TESTING AND

ENGINEERING, INC.

CONSTRUCTION TESTING AND

ENGINEERING, SOUTH, INC.

### Policy Number ZAGLB9255700

#### SCHEDULE OF NAMED INSURED(S)

#### ARCH INSURANCE COMPANY

Named Insured OBSIDIAN GROUP HOLDINGS, LLC

**Effective Date**: 01-01-23

12:01 A.M., Standard Time

Agent Name EDGEWOOD PARTNERS INSURANCE CENTER

**Agent No.** 34911

FAIC-SKLBUS-CPD (cont.)

THE NAMED INSURED ON FORM FAIC-SKLBUS-CPD IS AMENDED TO READ:

QC SOUTHWEST, INC. SUMMIT ENGINEERING, LABORATORY & TESTING, INC. F/K/A SUMMIT ENGINEERING, LABORATORY & TESTING, P.C. F/K/A SUMMIT ELT, INC. GEOSERVICES, LLC GEOTECHNOLOGY, LLC GEOTECHNOLOGY EQUIPMENT, LLC GEOTECHNOLOGY EXPLORATION, LLC GEOTECHNOLOGY LIVING, LLC GPR TESTING AND INSPECTION LLC ALPHA TESTING, LLC AUSTIN ATI HOLDINGS INC GSI ENGINEERING LLC SPEEDIE & ASSOCIATES, LLC ROCK ENGINEERING AND TESTING LABORATORY, LLC DAN BROWN AND ASSOCIATES, PC

**Policy Number** 

#### ZAWCI9995400

#### SCHEDULE OF NAMED INSURED(S)

#### ARCH INSURANCE COMPANY

Named Insured OBSIDIAN GROUP HOLDINGS, LLC

Effective Date: **01-01-2023** 

12:01 A.M., Standard Time

Agent Name EDGEWOOD PARTNERS INSURANCE CENTER

Agent No. 34911

WC 00 00 01 A (cont.)

THE NAMED INSURED ON FORM WC 00 00 01 A IS AMENDED TO READ:

OBSIDIAN GROUP HOLDINGS, LLC OBSIDIAN GROUP ACQUISITIONS, INC.

UNIVERSAL ENGINEERING

SCIENCES, LLC

F/K/A UNIVERSAL ENGINEERING

SCIENCES, INC.

CENTURION CONSULTANTS

HOLDINGS, INC.

CENTURION CONSULTANTS, LLC

ARIES CONSULTANTS, LLC

MCGINLEY & ASSOCIATES, INC.

GEOTEK ENGINEERING COMPANY,

INC.

GFA INTERNATIONAL, INC.

DBA UNIVERSAL ENGINEERING

SCIENCES

UNIVERSAL ENGINEERING

INSPECTIONS, LLC

NOVA GEOTECHNICAL AND

INSPECTION SERVICES, LLC

NOVA GEOTECHNICAL AND

INSPECTION SERVICES - NORTHERN

NEVADA LLC

NOVA GEOTECHNICAL AND

INSPECTION SERVICES - SO CAL

(A CALIFORNIA CORPORATION)

CONTOUR ENGINEERING, LLC

IQC SOUTHWEST LLC

RIVER CITY GEOPROFESSIONALS,

INC.

DBA WALLACE-KUHL & ASSOCIATES

QUALITY CONTROL CONSULTANTS,

INC.

CONSTRUCTION TESTING AND

ENGINEERING, INC.

CONSTRUCTION TESTING AND

ENGINEERING, SOUTH, INC.

QC SOUTHWEST, INC.

SUMMIT ENGINEERING, LABORATORY

& TESTING, INC.

Policy Number

ZAWCI9995400

#### SCHEDULE OF NAMED INSURED(S)

#### ARCH INSURANCE COMPANY

Named Insured OBSIDIAN GROUP HOLDINGS, LLC

Effective Date: 01-01-2023

12:01 A.M., Standard Time

Agent Name EDGEWOOD PARTNERS INSURANCE CENTER

Agent No. 34911

WC 00 00 01 A (cont.)

THE NAMED INSURED ON FORM WC 00 00 01 A IS AMENDED TO READ:

F/K/A SUMMIT ENGINEERING, LABORATORY & TESTING, P.C. F/K/A SUMMIT ELT, INC. GEOSERVICES, LLC GEOTECHNOLOGY, LLC GEOTECHNOLOGY EQUIPMENT, LLC GEOTECHNOLOGY EXPLORATION, LLC

GEOTECHNOLOGY LIVING, LLC
GPR TESTING AND INSPECTION LLC
GSI ENGINEERING LLC
SPEEDIE & ASSOCIATES, LLC
ROCK ENGINEERING AND TESTING
LABORATORY, LLC
DAN BROWN AND ASSOCIATES, PC

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

#### **SCHEDULE**

Name of Person(s) or C	Organization(s):	
BY WRITTEN CONTI	RACT OR AGREEMENT	

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Under Covered Autos Liability Coverage, the Who is An Insured provision is amended to include as an "insured" the person(s) or organization(s) named in the Schedule above, but only with respect to their legal liability for your acts or omissions or acts or omissions of any person for whom Covered Auto Liability Coverage is afforded under this policy.

All other terms and conditions of this Policy remain unchanged.

**Endorsement Number:** 

Policy Number: ZACAT9289700

Named Insured: OBSIDIAN GROUP HOLDINGS, LLC

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 1/1/2023

00 CA0070 00 10 13 Page 1 of 1

### PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

- 1. Such "insured" is a Named Insured under such other insurance; and
- 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- **B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
  - This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
  - **1.** Such "insured" is a Named Insured under such other insurance; and
  - 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: OBSIDIAN GROUP HOLDINGS, LLC

**Endorsement Effective Date:** 01/01/2023

#### **SCHEDULE**

#### Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.

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

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

POLICY NUMBER: ZAGLB9255700

#### 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
WHERE REQUIRED BY WRITTEN	ALL PROJECTS
CONTRACT, PRIOR TO KNOWN	
LOSS.	
Information required to complete this Schedule, if not sho	

- 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
  - 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.

#### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- **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:

- 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.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT, PRIOR TO KNOWN LOSS.	ALL PROJECTS
PERFORMANCE OF OPERATIONS AT ANY LOCATION ON BEHALF OF SUCH PERSON(S) OR ORGANIZATION(S), PRIOR TO LOSS.	
Information required to complete this Schedule, if not she	

- 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" 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".
  - The insurance afforded to such additional insured only applies to the extent permitted by law; and
  - 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:** 

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- **1.** Required by the contract or agreement; or
- **2.** Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

### PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

#### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Name Of Person(s) Or Organization(s):

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART ELECTRONIC DATA LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART RAILROAD PROTECTIVE LIABILITY COVERAGE PART UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

#### **SCHEDULE**

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.	

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

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

(Ed. 4-84)

#### 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

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO DATE OF LOSS.

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 01/01/2023 InsuredOBSIDIAN GROUP HOLDINGS, LLC	Policy No. ZAWCI9995400	Endorsement No. Premium
Insurance Company ARCH INSURANCE CO	Countersigned by	

WC 00 03 13 (Ed. 4-84) POLICY NUMBER: ZAWCI9995400

### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 otherwise due on such remuneration.

% of the California workers' compensation premium

#### **SCHEDULE**

#### PERSON OR ORGANIZATION

#### **JOB DESCRIPTION**

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO DATE OF LOSS.

ALL JOBS UNDER CONTRACT.

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 01-01-23

Policy No. ZAWCI9995400

Endorsement No.

Insured OBSIDIAN GROUP HOLDINGS, LLC

Premium \$ INCL.

Insurance Company ARCH INSURANCE COMPANY

Countersigned By

DATE OF ISSUE: