



# CERTIFICATE OF LIABILITY INSURANCE

12/7/2025

DATE (MM/DD/YYYY)

7/22/2025

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).

<b>PRODUCER</b> Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 1185 Avenue of the Americas, Ste. 2010 New York NY 10036 (646) 572-7300	<b>CONTACT NAME:</b>
	<b>PHONE (A/C, No, Ext):</b>
<b>INSURED</b> 1529702 PFM Financial Advisors LLC 1735 Market St Fl 42 Philadelphia PA 19103	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A :</b> The Continental Insurance Company	<b>NAIC #</b> 35289
<b>INSURER B :</b> AIG Specialty Insurance Company	26883
<b>INSURER C :</b>	
<b>INSURER D :</b>	
<b>INSURER E :</b>	
<b>INSURER F :</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 22212917 **REVISION NUMBER:** XXXXXXXX

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	7063595755	12/7/2024	12/7/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	7063597408	12/7/2024	12/7/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	Y	7063597652	12/7/2024	12/7/2025	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$ XXXXXXXX
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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	N/A	7063614840 7063615826	1/1/2025 1/1/2025	1/1/2026 1/1/2026	<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
B	Cyber/E&O	N	N	02-329-89-64	12/7/2024	12/7/2025	Retention \$250K Limit \$5M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: FA Services Piggyback Brevard County, FL (1022721).

The Alachua County Board of County Commissioners, its officials, employees and volunteers are included as Additional Insureds on a primary and non-contributory basis on the General Liability and Automobile Liability as required by written contract. Waiver of Subrogation applies in favor of Additional Insureds under the General Liability, Umbrella Liability and Workers Compensation as required by written contract.

**CERTIFICATE HOLDER****CANCELLATION** See Attachments**22212917**Alachua County Board of County  
12 SE First Street  
Gainesville, FL 32601

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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**CNA****CNA PARAMOUNT****Financial Services - General Liability  
Extension Endorsement**

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It is understood and agreed that this endorsement amends the COMMERCIAL GENERAL LIABILITY COVERAGE PART as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

**TABLE OF CONTENTS**

- |  |
|--|
| 1. Additional Insureds   |
| 2. Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance |
| 3. Bodily Injury — Expanded Definition   |
| 4. Broad Knowledge of Occurrence/ Notice of Occurrence                                 |
| 5. Broad Named Insured   |
| 6. Estates, Legal Representatives and Spouses  |
| 7. Expected Or Intended Injury — Exception for Reasonable Force                        |
| 8. In Rem Actions  |
| 9. Incidental Health Care Malpractice Coverage   |
| 10. Joint Ventures/Partnerships/Limited Liability Companies                            |
| 11. Legal Liability — Damage To Premises   |
| 12. Medical Payments   |
| 13. Non-owned Aircraft Coverage  |
| 14. Non-owned Watercraft   |
| 15. Personal And Advertising Injury — Discrimination or Humiliation                    |
| 16. Personal And Advertising Injury - Limited Contractual Liability                    |
| 17. Property Damage - Elevators  |
| 18. Supplementary Payments   |
| 19. Unintentional Failure To Disclose Hazards  |
| 20. Waiver of Subrogation — Blanket  |

**1. ADDITIONAL INSURED**

CNA75102XX (1-15)

Policy No: 7063595755

Page 1 of 15

Endorsement No: 11

The Continental Insurance Co .

Effective Date: 12/07/2024

Insured Name: PFM II, LLC

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**CNA****CNA PARAMOUNT****Financial Services - General Liability  
Extension Endorsement**

a. WHO IS AN INSURED is amended to include as an Insured any person or organization described in paragraphs A. through K. below whom a Named Insured is required to add as an additional insured on this Coverage Part under a written contract or written agreement, provided such contract or agreement:

- (1) is currently in effect or becomes effective during the term of this Coverage Part; and
- (2) was executed prior to:
  - (a) the bodily injury or property damage; or
  - (b) the offense that caused the personal and advertising injury, for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

- (1) a higher limit of insurance than required by such contract or agreement; or
- (2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through K. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

**A. Controlling Interest**

Any person or organization with a controlling interest in a Named Insured, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury arising out of:

- 1. such person or organization's financial control of a Named Insured; or
- 2. premises such person or organization owns, maintains or controls while a Named Insured leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**B. Co-owner of Insured Premises**

A co-owner of a premises co-owned by a Named Insured and covered under this insurance but only with respect to such co-owner's liability for bodily injury, property damage or personal and advertising injury as co-owner of such premises.

**D. Grantor of Franchise**

Any person or organization that has granted a franchise to a Named Insured, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury as grantor of a franchise to the Named Insured.

**E. Lessor of Equipment**

Any person or organization from whom a Named Insured leases equipment, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused, in whole or in part, by the Named Insured's maintenance, operation or use of such equipment, provided that the occurrence

CNA75102XX (1-15)

Policy No: 7063595755

Page 2 of 15

Endorsement No: 11

The Continental Insurance Co .

Effective Date: 12/07/2024

Insured Name: PFM II, LLC

**CNA****CNA PARAMOUNT****Financial Services - General Liability  
Extension Endorsement**

giving rise to such bodily injury, property damage or the offense giving rise to such personal and advertising injury takes place prior to the termination of such lease.

**B. Lessor of Land**

Any person or organization from whom a Named Insured leases land but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of such land, provided that the occurrence giving rise to such bodily injury, property damage or the offense giving rise to such personal and advertising injury takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**C. Lessor of Premises**

An owner or lessor of premises leased to the Named Insured, or such owner or lessor's real estate manager, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of such part of the premises leased to the Named Insured, and provided that the occurrence giving rise to such bodily injury or property damage, or the offense giving rise to such personal and advertising injury, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**D. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for bodily injury, property damage or personal and advertising injury arising out of the Named Insured's ownership, maintenance, or use of a premises by a Named Insured.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**H. State or Governmental Agency or Subdivision or Political Subdivisions — Permits**

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for bodily injury, property damage or personal and advertising injury arising out of:

1. the following hazards in connection with premises a Named Insured owns, rents, or controls and to which this insurance applies:

- a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- b. the construction, erection, or removal of elevators; or
- c. the ownership, maintenance or use of any elevators covered by this insurance; or

2. the permitted or authorized operations performed by a Named Insured or on a Named Insured's behalf.

The coverage granted by this paragraph does not apply to:

CNA75102XX (1-15)

Policy No: 7063595755

Page 3 of 15

Endorsement No: 11

The Continental Insurance Co .

Effective Date: 12/07/2024

Insured Name: PFM II, LLC

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Extension Endorsement**

- a. Bodily injury, property damage or personal and advertising injury arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. Bodily injury or property damage included within the products-completed operations hazard.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the Named Insured to add the governmental entity as an additional insured.

**I. Trade Show Event Lessor**

- 1. With respect to a Named Insured's participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the Named Insured is required to include as an additional insured, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury caused by:
  - c. the Named Insured's acts or omissions; or
  - d. the acts or omissions of those acting on the Named Insured's behalf,
 in the performance of the Named Insured's ongoing operations at the trade show event premises during the trade show event.
- 2. The coverage granted by this paragraph does not apply to bodily injury or property damage included within the products-completed operations hazard.

**J. Vendor**

Any person or organization but only with respect to such person or organization's liability for bodily injury or property damage arising out of your products which are distributed or sold in the regular course of such person or organization's business, provided that:

- 1. The coverage granted by this paragraph does not apply to:
  - e. bodily injury or property damage for which such person or organization is obligated to pay damages by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;
  - f. any express warranty unauthorized by the Named Insured;
  - g. any physical or chemical change in any product made intentionally by such person or organization;
  - a. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - b. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - c. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;

CNA75102XX (1-15)

Policy No: 7063595755

Page 4 of 15

Endorsement No: 11

The Continental Insurance Co .

Effective Date: 12/07/2024

Insured Name: PFM II, LLC

**CNA****CNA PARAMOUNT****Financial Services - General Liability  
Extension Endorsement**

- d. products which, after distribution or sale by the Named Insured, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or
- e. bodily injury or property damage arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (1) the exceptions contained in Subparagraphs d. or f. above; or
  - (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the Named Insured to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- 3. This Paragraph J. does not apply to any insured person or organization, from whom the Named Insured has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.
- 4. This Paragraph J. also does not apply:
  - a. to any vendor specifically scheduled as an additional insured by endorsement to this Coverage Part;
  - b. to any of your products for which coverage is excluded by endorsement to this Coverage Part; nor
  - c. if bodily injury or property damage included within the products-completed operations hazard is excluded by endorsement to this Coverage Part.

**K. Other Person Or Organization**

Any person or organization who is not an additional insured under Paragraphs A. through J. above. Such additional insured is an Insured solely for bodily injury, property damage or personal and advertising injury for which such additional insured is liable because of the Named Insured's acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- 1. for bodily injury, property damage, or personal and advertising injury arising out of the rendering or failure to render any professional service;
- 2. for bodily injury or property damage included within the products-completed operations hazard; nor
- 3. who is specifically scheduled as an additional insured on another endorsement to this Coverage Part.

**2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE**

- A. The Other Insurance Condition in the COMMERCIAL GENERAL LIABILITY CONDITIONS Section is amended to add the following paragraph:

If the Named Insured has agreed in writing in a contract or agreement that this insurance is primary and noncontributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured.

- B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph I.K. of this endorsement, the following sentence is added to the paragraph above:

CNA75102XX (1-15)

Policy No: 7063595755

Page 5 of 15

Endorsement No: 11

The Continental Insurance Co .

Effective Date: 12/07/2024

Insured Name: PFM II, LLC

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Extension Endorsement**

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

**3. BODILY INJURY - EXPANDED DEFINITION**

Under DEFINITIONS, the definition of bodily injury is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

**4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE**

Under CONDITIONS, the condition entitled Duties in The Event of Occurrence, Offense, Claim or Suit is amended to add the following provisions:

**A. BROAD KNOWLEDGE OF OCCURRENCE**

The Named Insured must give the Insurer or the Insurer's authorized representative notice of an occurrence, offense or claim only when the occurrence, offense or claim is known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or to an employee designated by any of the above to give such notice.

**B. NOTICE OF OCCURRENCE**

The Named Insured's rights under this Coverage Part will not be prejudiced if the Named Insured fails to give the Insurer notice of an occurrence, offense or claim and that failure is solely due to the Named Insured's reasonable belief that the bodily injury or property damage is not covered under this Coverage Part. However, the Named Insured shall give written notice of such occurrence, offense or claim to the Insurer as soon as the Named Insured is aware that this insurance may apply to such occurrence, offense or claim.

**5. BROAD NAMED INSURED**

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which the First Named Insured has management control directly or indirectly:

- a. on the effective date of this Coverage Part; or
- b. by reason of a Named Insured creating or acquiring the organization during the policy period, qualifies as a Named Insured, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this BROAD NAMED INSURED provision does not apply to any organization for which coverage is excluded by another endorsement attached to this Coverage Part.

For the purpose of this provision, and of this endorsement's JOINT VENTURES 1 PARTNERSHIP 1 LIMITED LIABILITY COMPANIES provision, management control means owning interests representing more than 50% of the voting,

CNA75102XX (1-15)

Policy No: 7063595755

~~Page 6 of 15~~~~Endorsement No: 11~~

The Continental Insurance Co .

Effective Date: 12/07/2024

Insured Name: PFM II, LLC

**CNA****CNA PARAMOUNT****Financial Services - General Liability  
Extension Endorsement**

appointment or designation power for the selection of a majority of: the Board of Directors of a corporation; the management committee members of a joint venture; the management board of a limited liability company; the general partners of a limited partnership; or the partnership managers of a general partnership.

3. With respect to organizations which qualify as Named Insureds by virtue of Paragraph 3. above, this insurance does not apply to:
  - a. bodily injury or property damage that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
  - b. personal or advertising injury caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
4. The insurance provided by this Coverage Part applies to Named Insureds when trading under their own names or under such other trading names or doing-business-as names (dba) as any Named Insured should choose to employ.

**6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES**

The estates, heirs, legal representatives and spouses of any natural person Insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and spouses only for claims arising solely out of their capacity or status as such and, in the case of a spouse, where such claim seeks damages from marital community property, jointly held property or property transferred from such natural person Insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or spouse outside the scope of such person's capacity or status as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are Insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

**7. EXPECTED OR INTENDED INJURY - EXCEPTION FOR REASONABLE FORCE**

Under COVERAGES, Coverage A — Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Expected or Intended Injury and replace it with the following:

This insurance does not apply to:

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.

**8. IN REM ACTIONS**

A quasi in rem action against any vessel owned or operated by or for the Named Insured, or chartered by or for the Named Insured, will be treated in the same manner as though the action were in personam against the Named Insured.

**9. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE**

Solely with respect to bodily injury that arises out of a health care incident:

CNA75102XX (1-15)

Policy No: 7063595755

Page 7 of 15

Endorsement No: 11

The Continental Insurance Co .

Effective Date: 12/07/2024

Insured Name: PFM II, LLC



**CNA****CNA PARAMOUNT****Financial Services - General Liability  
Extension Endorsement**

- H Under COVERAGES, Coverage A — Bodily Injury And Property Damage Liability, the Insuring Agreement is amended to replace Paragraphs 1 .b.(1) and 1.b.(2) with the following:
- b. This insurance applies to bodily injury provided that the professional health care services are incidental to the Named Insured's primary business purpose, and only if:
- (1) such bodily injury is caused by an occurrence that takes place in the coverage territory.
  - (2) the bodily injury first occurs during the policy period. All bodily injury arising from an occurrence will be deemed to have occurred at the time of the first act, error, or omission that is part of the occurrence; and
- I Under COVERAGES, Coverage A — Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to:
- i. add the following to the Employers Liability exclusion:  
This exclusion applies only if the bodily injury arising from a health care incident is covered by other liability insurance available to the Insured (or which would have been available but for exhaustion of its limits).
  - ii. delete the exclusion entitled Contractual Liability and replace it with the following:  
This insurance does not apply to:  
**Contractual Liability**  
the Insured's actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.
  - iii. add the following additional exclusions.  
This insurance does not apply to:  
**Discrimination**  
any actual or alleged discrimination, humiliation or harassment, that includes but shall not be limited to claims based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.  
**Dishonesty or Crime**  
Any actual or alleged dishonest, criminal or malicious act, error or omission.  
**Medicare Medicaid Fraud**  
any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.  
**Services Excluded by Endorsement**  
Any health care incident for which coverage is excluded by endorsement.

CNA75102XX (1-15)

Policy No: 7063595755

Page 8 of 15

Endorsement No: 11

The Continental Insurance Co .

Effective Date: 12/07/2024

Insured Name: PFM II, LLC

**CNA****CNA PARAMOUNT****Financial Services - General Liability  
Extension Endorsement****c. DEFINITIONS is amended to:****i. add the following definitions:**

Health care incident means an act, error or omission by the Named Insured's employees or volunteer workers in the rendering of:

- a. professional health care services on behalf of the Named Insured or
- b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;
- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

**ii. delete the definition of occurrence and replace it with the following:**

Occurrence means a health care incident. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single occurrence;

**iii. amend the definition of Insured to:****a. add the following:**

- a Named Insured's employees are Insureds with respect to:
  - (1) bodily injury to a co-employee while in the course of the co-employee's employment by the Named Insured or while performing duties related to the conduct of the Named Insured's business; and
  - (2) bodily injury to a volunteer worker while performing duties related to the conduct of the Named Insured's business; when such bodily injury arises out of a health care incident.

CNA75102XX (1-15)

Policy No: 7063595755

~~Page 9 of 15~~~~Endorsement No: 11~~

The Continental Insurance Co .

Effective Date: 12/07/2024

Insured Name: PFM II, LLC

**CNA****CNA PARAMOUNT****Financial Services - General Liability  
Extension Endorsement**

- the Named Insured's volunteer workers are Insureds with respect to:
  - (1) bodily injury to a co-volunteer worker while performing duties related to the conduct of the Named Insured's business; and
  - (2) bodily injury to an employee while in the course of the employee's employment by the Named Insured or while performing duties related to the conduct of the Named Insured's business; when such bodily injury arises out of a health care incident.

b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of WHO IS AN INSURED.

b. add the following:

Insured does not include any physician while acting in his or her capacity as such.

D. The Other Insurance condition is amended to delete Paragraph b.(I) in its entirety and replace it with the following:

**Other Insurance****b. Excess Insurance**

- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the Named Insured to be excess of this coverage.

**10. JOINT VENTURES PARTNERSHIP 1 LIMITED LIABILITY COMPANIES**

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company in which a Named Insured's interest does/did not rise to the level of management control, except that if the Named Insured was a joint venturer, partner, or member of such an entity, and such entity terminated prior to or during the policy period, then such Named Insured is an Insured with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- j. any offense giving rise to personal and advertising injury occurred prior to such termination date, and the personal and advertising injury arising out of such offense first occurred after such termination date;
- k. the bodily injury or property damage first occurred after such termination date; and
- l. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

**11. LEGAL LIABILITY - DAMAGE TO PREMISES**

- J. Under COVERAGES, Coverage A — Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete the first paragraph immediately following subparagraph (6) of the Damage to Property exclusion and replace it with the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to property damage (other than damage by fire) to premises rented to the Named Insured or temporarily occupied by the Named Insured with the permission of the owner, nor to the contents of premises rented to the Named Insured 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 LIMITS OF INSURANCE.

CNA75102XX (1-15)

Policy No: 7063595755

Page 10 of 15

Endorsement No: 11

The Continental Insurance Co .

Effective Date: 12/07/2024

Insured Name: PFM II, LLC

**CNA****CNA PARAMOUNT****Financial Services - General Liability  
Extension Endorsement**

- K. Under COVERAGES, Coverage A — Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete its last paragraph and replaced it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a Named Insured or temporarily occupied by a Named Insured with permission of the owner, nor to damage to the contents of premises rented to a Named Insured for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the LIMITS OF INSURANCE Section.

- L. LIMITS OF INSURANCE is amended to delete Paragraph 6. (the Damage To Premises Rented To You Limit) and replace it with the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under COVERAGE A for damages because of property damage to:

- a. any one premises while rented to a Named Insured or temporarily occupied by a Named Insured with the permission of the owner; and
- b. contents of such premises if the premises is rented to the Named Insured for a period of 7 or fewer consecutive days.

The Damage To Premises Rented To You Limit is \$1 000,000. unless a higher Damage to Premises Rented to You Limit is shown in the Declarations.

- M. The Other Insurance Condition is amended to delete Paragraph b.(i) and replace it with the following:

(ii) That is property insurance for premises rented to a Named Insured, for premises temporarily occupied by the Named Insured with the permission of the owner; or for personal property of others in the Named Insured's care, custody or control;

- N. This Provision 11. does not apply if liability for damage to premises rented to a Named Insured is excluded by another endorsement attached to this Coverage Part.

**12. MEDICAL PAYMENTS**

- J. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under Coverage C — Medical Payments for all medical expenses because of bodily injury sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here:                      or
- (2) the amount shown in the Declarations for Medical Expense Limit.

- K. Under COVERAGES, the Insuring Agreement of Coverage C — Medical Payments is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

**13. NON-OWNED AIRCRAFT**

CNA75102XX (1-15)

Policy No: 7063595755

Page 11 of 15

Endorsement No: 11

The Continental Insurance Co .

Effective Date: 12/07/2024

Insured Name: PFM II, LLC

**CNA****CNA PARAMOUNT****Financial Services - General Liability  
Extension Endorsement**

Under COVERAGES, Coverage A — Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended as follows:

The exclusion entitled Aircraft, Auto or Watercraft is amended to add the following:

This exclusion does not apply to an aircraft not owned by any Named Insured, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the Named Insured; and
3. the aircraft is not being used to carry persons or property for a charge.

**14. NON-OWNED WATERCRAFT**

Under COVERAGES, Coverage A — Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete subparagraph (2) of the exclusion entitled Aircraft, Auto or Watercraft, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any Named Insured, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

**15. PERSONAL AND ADVERTISING INJURY -DISCRIMINATION OR HUMILIATION**

B. Under DEFINITIONS, the definition of personal and advertising injury is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

C. Under COVERAGES, Coverage B — Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to:

1. delete the Exclusion entitled Knowing Violation Of Rights Of Another and replace it with the following:

This insurance does not apply to:

**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. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- a. the Named Insured; or
- b. any executive officer, director, stockholder, partner, member or manager (if the Named Insured is a limited liability company) of the Named Insured.

2. add the following exclusions:

This insurance does not apply to:

**Employment Related Discrimination**

CNA75102XX (1-15)

Policy No: 7063595755

Page 12 of 15

Endorsement No: 11

The Continental Insurance Co .

Effective Date: 12/07/2024

Insured Name: PFM II, LLC



**CNA****CNA PARAMOUNT****Financial Services - General Liability  
Extension Endorsement**

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any Insured.

**Premises Related Discrimination**

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any Insured.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this PERSONAL AND ADVERTISING INJURY -DISCRIMINATION OR HUMILIATION Provision does not apply to any person or organization whose status as an Insured derives solely from

- Provision 1. ADDITIONAL INSUREDS of this endorsement; or •  
attachment of an additional insured endorsement to this Coverage Part.

**16. PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY**

- A. Under COVERAGES, Coverage B —Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Contractual Liability and replace it with the following:

This insurance does not apply to:

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:

- (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 offense that caused such personal or advertising injury first occurred subsequent to the execution of such insured contract. Solely for the purpose 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 personal and advertising injury provided:
  - (a) liability to such party for, or for the cost of, that party's defense has also been assumed in such insured contract; and
  - (b) such attorney fees and litigation expenses are for defense of such party against a civil or alternative dispute resolution proceeding in which covered damages are alleged.

- B. Solely for the purpose of the coverage provided by this paragraph, DEFINITIONS is amended to delete the definition of insured contract in its entirety, and replace it with the following:

Insured contract means that part of a written contract or written agreement pertaining to the Named Insured's business under which the Named Insured assumes the tort liability of another party to pay for personal or advertising injury arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

CNA75102XX (1-15)

Policy No: 7063595755

Page 13 of 15

Endorsement No: 11

The Continental Insurance Co .

Effective Date: 12/07/2024

Insured Name: PFM II, LLC

**CNA****CNA PARAMOUNT****Financial Services - General Liability  
Extension Endorsement**

C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

(1) Paragraph 2.d. is replaced by the following:

d. The allegations in the suit and the information the Insurer knows about the offense alleged in such suit are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;

(2) The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as defense costs. Notwithstanding the provisions of Paragraph e.(2) of the Contractual Liability exclusion (as amended by this Endorsement), such payments will not be deemed to be damages for personal and advertising injury and will not reduce the limits of insurance.

D. This PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY Provision does not apply if Coverage B —Personal and Advertising Injury Liability is excluded by another endorsement attached to this Coverage Part.

**17. PROPERTY DAMAGE - ELEVATORS**

A. Under COVERAGES, Coverage A — Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended such that the Damage to Your Product Exclusion and subparagraphs (3), (4) and (6) of the Damage to Property Exclusion do not apply to property damage that results from the use of elevators.

B. solely for the purpose of the coverage provided by this PROPERTY DAMAGE - ELEVATORS Provision, the Other Insurance conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

**18. SUPPLEMENTARY PAYMENTS**

The section entitled SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended as follows:

A. Paragraph I.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and

B. Paragraph I.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

**19. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If the Named Insured unintentionally fails to disclose all existing hazards at the inception date of the Named Insured's Coverage Part, the Insurer will not deny coverage under this Coverage Part because of such failure.

**20. WAIVER OF SUBROGATION - BLANKET**

CNA75102XX (1-15)

Policy No: 7063595755

Page 14 of 15

Endorsement No: 11

The Continental Insurance Co .

Effective Date: 12/07/2024

Insured Name: PFM II, LLC



**CNA****CNA PARAMOUNT****Financial Services - General Liability  
Extension Endorsement**

Under CONDITIONS, the condition entitled Transfer Of Rights Of Recovery Against Others To Us is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the Named Insured's ongoing operations; or
2. your work included in the products-completed operations hazard.

However, this waiver applies only when the Named Insured has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this Coverage Part; and
2. was executed prior to the bodily injury, property damage or personal and advertising injury giving rise to the claim.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75102XX (1-15)

Policy No: 7063595755

Page 15 of 15

Endorsement No: 11

The Continental Insurance Co .

Effective Date: 12/07/2024

Insured Name: PFM II, LLC

CNA

CNA PARAMOUNT

# Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

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

## SCHEDULE

### Name Of Person Or Organization:

Any person or organization whom the Named Insured has agreed in writing in a contract or agreement to waive such rights of recovery, but only if such contract or agreement:

1 . is in effect or becomes effective during the term of this Coverage Part; and 2. was executed prior to the bodily injury, property damage or personal and advertising injury giving rise to the claim.

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

Under COMMERCIAL GENERAL LIABILITY CONDITIONS, it is understood and agreed that the condition entitled Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the Named Insured's ongoing operations or your work included in the products-completed operations hazard.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75008XX (10-16)

Page 1 of 1

The Continental Insurance Co .

Insured Name: PFM II, LLC

Policy No: 7063595755

Endorsement No: 22

Effective Date: 12/07/2024

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**CNA****CNA PARAMOUNT****Changes - Notice of Cancellation or Material  
Restriction Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 EMPLOYEE BENEFITS LIABILITY COVERAGE PART  
 LIQUOR LIABILITY COVERAGE PART  
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
 STOP GAP LIABILITY COVERAGE PART  
 TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART  
 SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY - NEW YORK DEPARTMENT OF TRANSPORTATION

**SCHEDULE**

Number of days notice (other than for nonpayment of premium):	030
Number of days notice for nonpayment of premium:	10
Name of person or organization to whom notice will be sent:	PER SCHEDULE ON FILE
Address:	PER SCHEDULE ON FILE  PER SCHEDULE ON FILE  xx 00000

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days.

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the policy period, the Insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA74702XX (1-15)

Page 1 of 1

The Continental Insurance Co.

Insured Name: PFM II, LLC

Policy No: 7063595755

Endorsement No: 51

Effective Date: 12/07/2024


**EXTENDED COVERAGE - BA PLUS - FOR HIRED AND NON-OWNED AUTOS**

It is understood and agreed that this endorsement amends the BUSINESS AUTO COVERAGE FORM as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

**TABLE OF CONTENTS**
**I. AMENDMENTS TO LIABILITY COVERAGE**
**A. Who Is An Insured**

1. Majority Owned Corporations
2. Newly Acquired Organizations
3. Additional Insureds Required By Written Contracts
4. Employee-Hired Autos

**B. Increased Loss of Earnings Allowance**
**C. Fellow Employee Coverage II. AMENDMENTS TO PHYSICAL DAMAGE COVERAGE**
**A. Increased Loss of Use Expense**
**B. Broadened Electronic Equipment Coverage**
**III. AMENDMENTS TO BUSINESS AUTO CONDITIONS**
**A. Knowledge of Accident or Loss**
**B. Knowledge of Documents**
**C. Waiver of Subrogation**
**D. Unintentional Failure To Disclose Hazards**
**E. Primary and Non-Contributory When Required By Contract**
**IV. AMENDMENTS TO DEFINITIONS**
**A. Broadened Bodily Injury**
**I. AMENDMENTS TO LIABILITY COVERAGE**
**A. Amendments to Who Is An Insured**

Under SECTION II - COVERED AUTOS LIABILITY COVERAGE, the paragraph entitled Who Is An Insured is amended to add the following:

**1. Majority Owned Corporations**

Any incorporated entity in which you own a majority of the voting stock on the inception date of this Coverage Form is an insured, but only if such entity is not an insured under any other liability "policy" that provides auto coverage.

**2. Newly Acquired Organizations**

Form No: CNA83700XX (10-2015)

Policy No: BUA 7063597408

Endorsement Effective Date:

Endorsement Expiration Date:

Policy Effective Date: 12/07/2024

Endorsement No: 1 5; Page: of 5

Policy Page: 59 of 70 Underwriting Company: Continental Casualty Company, 1 51 N Franklin St, Chicago, IL 60606



## Business Auto Policy Endorsement

<sup>1</sup>  
Any organization you newly acquire or form during the policy period, other than a limited liability company, partnership or joint venture, and in which you maintain majority ownership interest is an insured, but only if such organization is not an insured under any other liability "policy" that provides auto coverage. The insurance afforded by this provision:

- a. Is effective on the date of acquisition or formation of the organization, and applies until:
  - (1) The end of the policy period of this Coverage Form; or
  - (2) The next anniversary of this Coverage Form's inception date, whichever is earlier; and
- b. Does not apply to bodily injury or property damage caused by an accident that occurred before you acquired or formed the organization.

### 3 Additional Insureds Required By Written Contract

Any person or organization that you are required by written contract to make an additional insured under this insurance is an insured, but only with respect to that person or organization's legal liability for acts or omissions of a person who qualifies as an insured for Liability Coverage under SECTION II - WHO IS AN INSURED of this Coverage Form.

### 4 Employee-Hired Autos

Any employee of yours is an insured while operating with your permission an auto hired or rented under a contract in that employee's name, while performing duties related to the conduct of your business.

With respect to provisions A. 1. and A.2. above, "policy" includes those policies that were in force on the inception date of this Coverage Form, but:

- i. Which are no longer in force; or ii.
- Whose limits have been exhausted.

### B. Increased Loss of Earnings Allowance

Under SECTION II - COVERED AUTOS LIABILITY COVERAGE, the paragraph entitled Coverage

Extensions is amended under Supplementary Payment subparagraph (4) to delete the \$250. a day limit for loss of earnings and replace it with a \$500. a day limit.

### C. Fellow Employee Coverage

Under SECTION II - COVERED AUTOS LIABILITY COVERAGE, the paragraph entitled Exclusions is amended to delete the exclusion entitled Fellow Employee.

## II. AMENDMENTS TO PHYSICAL DAMAGE COVERAGE

### A. Increased Loss of Use Expense

Under SECTION III — PHYSICAL DAMAGE COVERAGE, the paragraph entitled Coverage Extensions is amended under Loss of Use Expenses to delete the maximum of \$600. , and replace it with a maximum of \$800.

### B. Broadened Electronic Equipment Coverage

Under SECTION III — PHYSICAL DAMAGE COVERAGE, the paragraph entitled Exclusions is amended to delete paragraphs 5.a through 5.d. in their entirety, and replace them with the following:

Form No: CNA83700XX (10-2015)	Policy No: BUA 7063597408
Endorsement Effective Date:	Endorsement Expiration Date:
Endorsement No: 1 5; Page: of 5	Policy Effective Date: 12/07/2024
Chicago, IL 60606	Policy Page: 60 of 70 Underwriting Company: Continental Casualty Company, 1 51 N Franklin St, Chicago, IL 60606



## Business Auto Policy Endorsement

5. Exclusions 4.c. and 4.d. above do not apply to loss to any electronic equipment that at the time of loss is:

- a. Permanently installed in or upon a covered auto, nor to such equipment's antennas or other accessories used with such equipment. A \$100 deductible applies to this provision, and supersedes any otherwise applicable deductible; or
- b. Designed to be operated solely by use of the power from the auto's electrical system and is:
  - (1) Removable from a housing unit which is permanently installed in or upon the covered auto;
  - (2) An integral part of the same unit housing any electronic equipment described in paragraphs

a. or b.(1) above; or

- (3) Necessary for the normal operation of the covered auto or the monitoring of the covered auto's operating system.

### III. AMENDMENTS TO BUSINESS AUTO CONDITIONS

#### A. Knowledge of Accident or Loss

Under BUSINESS AUTO CONDITIONS, the Loss Condition entitled Duties In the Event of Accident, Claims, Suit, or Loss is amended to add the following subparagraph a.(4):

- (4) If your employees know of an accident or loss, this will not mean that you have such knowledge until such accident or loss is known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or to an employee designated by any of the above to be your insurance manager.

#### B. Knowledge of Documents

Under BUSINESS AUTO CONDITIONS, the Loss Condition entitled Duties In the Event of Accident, Claims, Suit, or Loss is amended to add the following subparagraph b.(6):

- (6) If your employees know of documents concerning a claim or suit, this will not mean that you have such knowledge until such documents are known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or to an employee designated by any of the above to be your insurance manager.

#### C. Waiver of Subrogation

Under BUSINESS AUTO CONDITIONS, the Loss Condition entitled Transfer Of Rights Of Recovery Against Others To Us is amended to add the following:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

Form No: CNA83700XX (10-2015)	Policy No: BUA 7063597408
Endorsement Effective Date:	Endorsement Expiration Date: Policy Effective Date: 12/07/2024
Endorsement No: 1 5; Page: of 5	Policy Page: 61 of 70 Underwriting Company: Continental Casualty Company, 1 51 N Franklin St, Chicago, IL 60606



## Business Auto Policy Endorsement

You must agree to that requirement prior to an accident or loss.

**D. Unintentional Failure To Disclose Hazards**

Under BUSINESS AUTO CONDITIONS, the General Condition entitled Concealment, Misrepresentation or Fraud is amended to add the following:

Your failure to disclose all hazards existing on the inception date of this Coverage Form shall not prejudice you with respect to the coverage provided by this insurance, provided such failure or omission is not intentional.

**E. Primary and Non-Contributory When Required By Contract**

Under BUSINESS AUTO CONDITIONS, the General Condition entitled Other Insurance is amended to add the following:

Notwithstanding provisions 5.a. through 5.d. above, the coverage provided by this Coverage Form shall be on a primary and non-contributory basis when required to be so by a written contract entered into prior to accident or loss.

#### IV. AMENDMENTS TO DEFINITIONS

**A. Broadened Bodily Injury**

Under DEFINITIONS, the definition of bodily injury is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, mental anguish or mental injury sustained by that person which results as a consequence of the physical injury, sickness or disease.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA83700XX (10-2015)

Policy No: BUA 7063597408

Endorsement Effective Date:

Endorsement Expiration Date:

Policy Effective Date: 12/07/2024

Endorsement No: 1 5; Page: of 5  
Chicago, IL 60606

Policy Page: 62 of 70 Underwriting Company: Continental Casualty Company, 1 51 N Franklin St,





## Business Auto Policy Endorsement

Form No: CNA83700XX (10-2015)

Policy No: BUA 7063597408

Endorsement Effective Date:

Endorsement Expiration Date:

Policy Effective Date: 12/07/2024

Endorsement No: 1 5; Page: of 5  
Chicago, IL 60606

Policy Page: 63 of 70 Underwriting Company: Continental Casualty Company, 1 51 N Franklin St,

# **CNA** Business Auto Policy Endorsement

## **ADDITIONAL INSURED ENDORSEMENT - CONTRACTUAL OBLIGATION**

It is understood and agreed that this endorsement amends the BUSINESS AUTO COVERAGE FORM as follows:

### **SCHEDULE**

Name of Additional Insured Person Or Organization

**ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.**

1. Paragraph A. 1. Who Is An Insured of Section II - LIABILITY COVERAGE is amended to include as an additional insured the person or organization scheduled above, but only if you are required by "written contract" to make that person or organization an additional insured under this policy.
2. The insurance provided to the additional insured is limited as follows:
  - a. The person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of a covered "auto" and caused by your negligent acts or omissions or the negligent acts or omissions of someone, other than the additional insured, for whom you are legally liable.
  - b. The person or organization is not an additional insured for the person or organization's own acts or omissions, nor those of anyone, other than you, for whom the person or organization is legally liable.
  - c. We will not provide the additional insured any broader coverage or any higher limit of liability than the least that is:
    - (1) Required by the "written contract"; or
    - (2) Afforded to you under this policy.
3. Condition 2. Duties In the Event of Accident, Claim, Suit or Loss of Section IV - BUSINESS AUTO CONDITIONS is amended to add the following conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

  - a. Give us written notice of an "accident" which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
  - b. Agree to make available any other insurance the additional insured has for a loss we cover under this policy;
  - c. Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
  - d. Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this policy. But if the "written contract" requires this insurance to be primary and non-contributory, this provision d. does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a "suit".
4. Only for the purpose of the insurance provided by this endorsement, SECTION V - DEFINITIONS is amended to add the following definition:

Form No: CNA71526XX (10-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 10; Page: 1 of 2

Underwriting Company: Continental Casualty Company, 1 51 N Franklin St, Chicago, IL 60606

Policy No: BUA 7063597408

Policy Effective Date: 12/07/2024

Policy Page: 53 of 70

## **CNA** Business Auto Policy Endorsement

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured under this policy, provided the contract or agreement:

1. Is currently in effect or becomes effective during the term of this policy; and
2. Was executed prior to the accident for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71526XX (10-2012)

Endorsement Effective Date: Endorsement Expiration Date:

Endorsement No: 10; Page: 2 of 2

Underwriting Company: Continental Casualty Company, 1 51 N Franklin St, Chicago, IL 60606

Policy No: BUA 7063597408

Policy Effective Date: 12/07/2024

Policy Page: 54 of 70

Attachment Code: D659614 Master ID: 1529702, Certificate ID: 22212917

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## Business Auto Policy Endorsement

### ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the BUSINESS AUTO COVERAGE FORM as follows:

#### SCHEDULE

Name of Additional Insured Person Or Organization

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph A. 1 .c. of Who Is An Insured of Section II - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)  
Endorsement Effective Date:  
Endorsement No: 1 1; Page: 1 of 1  
Underwriting Company: Continental Casualty Company, 1 51 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 7063597408  
Policy Effective Date: 12/07/2024  
Policy Page: 55 of 70



## Business Auto Policy Endorsement

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

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

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: PFM II LLC**

**Endorsement Effective Date: 12/07/2024**

### **SCHEDULE**

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

**ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO 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.

Form No: CA 04 44 10 13

Policy No: BUA 7063597408

Endorsement Effective Date:

Endorsement Expiration Date:

Policy Effective Date: 12/07/2024

Endorsement No: 2; Page: 1 of 1

Policy Page: 43 of 70

Underwriting Company: Continental Casualty Company, 1 51 N Franklin St, Chicago, IL 60606





## Business Auto Policy Endorsement

### NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA68021XX (02-2013)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 9; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 1 51 N Franklin St, Chicago, IL 60606

Policy No: BUA 7063597408

Policy Effective Date: 12/07/2024

Policy Page: 52 of 70



**Workers Compensation And Employers Liability Insurance  
Policy Endorsement**

**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 on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 6; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 7 63614840

Policy Effective Date: 01/01/2025

Policy Page: 65 of 93



Workers Compensation And Employers Liability Insurance  
Policy Endorsement

**BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS**

This endorsement changes the policy to which it is attached.

It is agreed that Part One - Workers' Compensation Insurance G. Recovery From Others and Part Two Employers' Liability Insurance H. Recovery From Others are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

**PREMIUM CHARGE - Refer to the Schedule of Operations**

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 0%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: G-1 91 60-B (1 1-1997)

Endorsement Effective Date:

Endorsement No: 3; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 1 51 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: WC 7 63615826

Policy Effective Date: 01 /01 /2025

Policy Page: 35 of 48