



**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM  
INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$280, and does not include any charges for the portion of losses covered by the United States government under the Act.



**CLAIMS REPORTING INFORMATION**

All claim functions for your airport and aircraft insurance with Member Insurance Companies of the Chubb Group are handled by Chubb Aerospace Claims in Chicago. The staff of Chubb Aerospace Claims is one of the most experienced and efficient in the aviation claims business. Seth Goldstein, experienced Casualty Claims Manager, is responsible for administering your claims on a day-to-day basis. Seth reports to Bryan Doyle, Vice President. Bryan Doyle is available to accept claims information if Seth is unavailable.

All claims should be reported to Aerospace Claims as soon as practicable, in order for us to establish immediate contact with claimants and initiate any necessary investigation. An initial report of claim may be emailed to [Aerospacefirstnotice@chubb.com](mailto:Aerospacefirstnotice@chubb.com) or faxed to 877-201-4125. To ensure prompt attention, it is recommended that any transmission be confirmed with a phone call. Where possible, pictures of the accident scene should be obtained during your initial investigation.

**Because Chubb Claims has gone paperless, it is imperative that you put the addressee's name and claim number on all correspondence and note contact changes below.**

**FIRST NOTICE OF LOSS:**

**Email** [AerospaceFirstNotice@chubb.com](mailto:AerospaceFirstNotice@chubb.com)  
**Fax** **877-201-4125**

	<b>Contact</b>	<b>Phone</b>	<b>Cell</b>	<b>E-Mail</b>
<b>Primary</b>	Seth Goldstein	312-775-3108	312-288-1739	<a href="mailto:seth.goldstein@chubb.com">seth.goldstein@chubb.com</a>
<b>Secondary</b>	Jessica Kernan	312-775-7944	312-882-7853	<a href="mailto:jessica.kernan@chubb.com">jessica.kernan@chubb.com</a>
<b>Secondary</b>	John Walsh	312-775-7943		<a href="mailto:john.walsh@chubb.com">john.walsh@chubb.com</a>
<b>Secondary</b>	Betty Remblake	312-775-7910		<a href="mailto:betty.remblake@chubb.com">betty.remblake@chubb.com</a>
<b>VP Claims</b>	<b>Bryan Doyle</b>	<b>312-775-7880</b>		<a href="mailto:bryan.doyle@chubb.com">bryan.doyle@chubb.com</a>

All claims that require reporting after hours, should be directed to Seth Goldstein or Bryan Doyle via cell phone.

If you are served with a summons or suit, please call immediately and forward the papers via overnight delivery.

**MAILING ADDRESS**

Chubb Claims  
P.O. Box 5101  
Scanton, PA 18505- 0500

**OVERNIGHT DELIVERY ADDRESS**

Chubb Aerospace Claims  
525 W. Monroe, 7th Floor  
Chicago, IL 60661

Should you have any questions concerning our claims handling procedures, please feel free to contact us at any time.



Chubb Producer Compensation  
Practices & Policies

Chubb believes that policyholders should have access to information about Chubb's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.chubbproducercompensation.com> or by calling the following toll-free telephone number: 1-866-512-2862.

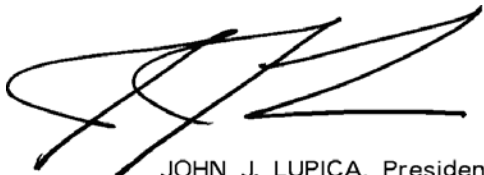
**CHUBB®**

**AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY**

**ACE PROPERTY AND CASUALTY INSURANCE COMPANY**

436 Walnut Street,  
Philadelphia, Pennsylvania, 19106 - 3703

IN WITNESS WHEREOF, ACE Property and Casualty Insurance Company has caused this policy to be executed and attested. This policy is a valid contract when countersigned by an authorized representative (where required by law).



JOHN J. LUPICA, President



REBECCA L. COLLINS, Secretary



**AIRPORT OWNERS AND OPERATORS  
GENERAL LIABILITY POLICY**

**DECLARATIONS**

**This Insurance Policy is issued By:**

**ACE Property and Casualty Insurance Company  
436 Walnut Street,  
Philadelphia, Pennsylvania, 19106 - 3703**

**Policy Number:**  
AAP N11233016 002

**Renewal of:**  
AAP N11233016 001

**Named Insured and Mailing Address:**

Cherokee Cabanas, Inc., Cherokee Airpark Group Corp and Ryan Development Airpark, LLC

7802 E. Escalante Road  
Tucson, Arizona 85730-3402

**The Named Insured is:** A Public Corporation

**Location of the Airport(s) You Own or Operate:**

RYN Premises owned/occupied by You at Ryan Field Airport, Tucson

**Policy Period: From:** January 22, 2018 **To:** January 22, 2021  
at 12.01 a.m. Standard Time at your mailing address shown above.

In return for the payment of the premium, and subject to all of the terms of this policy, we agree with you to provide the insurance as stated in this policy.

**Limits of Insurance:**

Products-Completed Operations Aggregate Limit . . . . .	Not insured
Personal Injury and Advertising Injury Aggregate limit . . . . .	\$2,000,000
Malpractice Aggregate Limit . . . . .	Not Insured
Each Occurrence Limit . . . . .	\$2,000,000
Fire Damage Limit Any One Fire . . . . .	\$100,000
Medical Expense Limit Any One Person . . . . .	\$1,000
Hangarkeepers Limit Any One Occurrence . . . . .	\$250,000
Hangarkeepers Limit Any One Aircraft . . . . .	\$250,000
Non-Owned Aircraft Liability Limit Any One Occurrence . . . . .	Not Insured

**Deductibles:** (Including Fees and Expenses)

Each Occurrence or Offense Deductible	As Endorsed
Aggregate Deductible	As Endorsed

**Premium:**

Advance Premium	\$2,800
Extended Coverage Endorsement AAP 203	Not Insured
Endorsement Premium	Included
Terrorism Risk Insurance Act Premium	\$280
Total Advance Premium	\$3,080

Policy Forms and Endorsements are described in the attached Schedule of Endorsements.

AAP201 (11-99)

Signature:   
By Authorized Representative

Policy Number: AAP N11233016 002  
 Effective Date: January 22, 2018  
 Insured: Cherokee Cabanas, Inc., Cherokee Airpark Group Corp and Ryan Development Airpark, LLC

Policy Forms applicable to airports and locations in: Arizona

The endorsements listed below form part of this policy at inception and are deemed to have been signed by the same Authorized Representative that signed the Declarations (form AAP 201 11/99).

TITLE	Endorsement No. and Edition Date
Airport Owners and Operators General Liability Policy - Jacket	AAP 200 (07-10)
Airport Owners and Operators General Liability Policy - Declarations	AAP 201 (11-99)
Airport Owners and Operators General Liability Policy - - Schedule of Endorsements	AAP 201S (11-99)
Airport Owners and Operators General Liability Policy - Policy Provisions	AAP 202 (11-99)
Additional Insured - Designated Person or Organization	AAP 207 (11-04)
Additional Insured - Designated Person or Organization	AAP 207 (11-04)
Amendment of Deductible Amounts and Conditions Endorsement	AAP 210 (11/99)
Fees and Expenses Included in Deductible Endorsement	AAP 212 (11/99)
Three Year Policy Endorsement	AAP 233 (11/99)
Nuclear Risks Exclusion Clause	AAP 237 (11/99)
Airport Operations Change Endorsement	AAP 243 (11/99)
Volunteers Endorsement	AAP 248 (11/99)
Date Recognition Exclusion Endorsement	AAP 256 (11/99)
Date Recognition Limited Coverage Endorsement	AAP 255 (03-08)
Amendment to Include Coverage for Certified Acts of Terrorism; Cap on Losses from Certified Acts of Terrorism	AAP 270 (01-15)
Pollution Endorsement	AAP 273 (11-03)
Limited Terrorism Coverage Endorsement	AAP 275 (01-15)
Silica And Silica-Related Dust Exclusion	AAP 277 (01-06)
Waiver of Subrogation Endorsement	AAP 293 (06-06)
Trade or Economic Sanctions Endorsement	ALL-21101 (11-06)
Infringement of Copyright, Patent, Trademark or Trade Secret Endorsement	AAP 306 (03-08)
Amendment to Supplementary Payments (Court Cost) Endorsement	AAP 307 (03-08)
Arizona Changes - Cancellation and Nonrenewal	AAP AZ (11/99)

AAP 201 S (11-99)

11-Jan-18

**AIRPORT OWNERS AND OPERATORS LIABILITY POLICY  
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**Please Read Your Policy**

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# AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY

## POLICY PROVISIONS

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

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

The word "insured" means any person or organization qualifying as such under WHO IS AN INSURED (SECTION III).

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (SECTION VI).

The insurance provided by this policy does not apply to any Coverage or hazard against which the words Not Insured appear in the Limits of Insurance section of the Declarations.

## SECTION I - COVERAGES

### COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement .

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

(1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION IV); and

(2) Our duty to defend ends when we have used up the applicable LIMITS OF INSURANCE in the payment of judgments or settlements under Coverage A.

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

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

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) The "bodily injury" or "property damage" arises out of your "airport operations".

c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

#### 2. Exclusions .

This insurance does not apply to:

##### a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.



**b. Contractual Liability**

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement ; or
- (2) That the insured would have in the absence of the contract or agreement.

**c. Liquor Liability**

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

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

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

Premises at the "airport" which you lease to others who are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages, will not be treated as your business.

**d. Workers Compensation and Similar Laws**

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

**e. Employers Liability**

"Bodily injury" to:

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

This exclusion applies:

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

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

**f. Aircraft, Auto or Watercraft**

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

This exclusion does not apply to:

- (1) An "auto" or watercraft while on the "airport";

- (2) An "auto" or watercraft while not on the "airport" if responding to an aviation emergency;  
or
- (3) Liability assumed under any "insured contract" for the ownership, maintenance or use of watercraft.

**g. Mobile Equipment**

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

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

**h. Airmeet, Contest or Exhibition**

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

- (1) The conduct of any airmeet, contest or exhibition permitted, sponsored or participated in by any insured; or
- (2) The ownership maintenance or use of grandstands, bleachers or observation platforms.

Paragraph (1) of this exclusion does not apply to static displays.

Paragraph (2) of this exclusion does not apply to observation decks or promenades that are part of a permanent structure on the "airport".

**i. Swimming Pools or Lodging Accommodation**

"Bodily injury" or "property damage" arising out of the ownership, maintenance or use of:

- (1) Swimming pools; or
- (2) Lodging accommodation for the general public.

**j. Control Tower**

"Bodily injury" or "property damage" arising out of the direct operation of a control tower by any insured.

**k. Damage to Property**

"Property damage" to:

- (1) Property you own, rent or occupy;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned or leased to you;
- (4) Personal property, other than "aircraft", in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations;
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it; or

- (7) "Aircraft" in your care, custody or control or "aircraft" while being serviced, handled or maintained by you.

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

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

Paragraph (4) of this exclusion does not apply to "property damage":

- (a) to an "auto" or "mobile equipment" when your control is solely traffic control, but this exception does not override Exclusion j. above;
- (b) to an "auto" while on the "airport"; or
- (c) to baggage or cargo handled by you, provided you are not handling the baggage or cargo as bailee for hire.

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

Paragraph (7) of this exclusion does not apply to "property damage" to "aircraft" when your control is solely traffic control, but this exception does not override Exclusion j above.

**l. Damage to Your Product**

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

**m. Damage to Your Work**

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

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

**n. Damage to Impaired Property or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

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

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**o. Recall of Products, Work or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Exclusions c. through o. do not apply to damage by fire to premises rented to you. A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (SECTION IV).

## **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY**

### **1. Insuring Agreement .**

a. We will pay those sums that you become legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any offense and settle any claim or "suit" that may result, but:

- (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION IV); and
- (2) Our duty to defend ends when we have used up the applicable LIMITS OF INSURANCE in the payment of judgments or settlements under Coverage B.

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

b. This insurance applies to:

- (1) "Personal injury" caused by an offense excluding advertising, publishing, broadcasting or telecasting done by or for you;
- (2) "Advertising injury" caused by an offense committed in the course of advertising your goods, products or services;

but only if:

- (a) The offense was committed or alleged to have been committed unintentionally by you or any of your employees while engaged in their employment by you; and
- (b) The offense was committed or alleged to have been committed in the "coverage territory" during the policy period and arises out of your "airport operations"

### **2. Exclusions .**

This insurance does not apply to:

a. "Personal injury" or "advertising injury":

- (1) Arising out of any oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of any oral or written publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured;
- (4) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement; or

- (5) Arising out of the conduct of any airmeet, contest or exhibition permitted, sponsored or participated in by any insured. This exclusion does not apply to static displays.
- b. "Advertising injury" arising out of:
  - (1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;
  - (2) The failure of goods, products or services to conform with advertised quality or performance;
  - (3) The wrong description of the price of goods, products or services; or
  - (4) An offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting.
- c. Any offense which was committed or alleged to have been committed in any State which does not recognize a cause of action for that offense based on negligence.

### **COVERAGE C. MEDICAL PAYMENTS**

#### **1. Insuring Agreement .**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On your "airport"; or
- (2) Because of your "airport operations";

provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within one year of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable LIMITS OF INSURANCE. We will pay reasonable expenses for:

- (1) First aid at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

#### **2. Exclusions .**

We will not pay expenses for "bodily injury":

- a. To any insured.
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured on that part of premises you own or rent that the person normally occupies.
- d. To a person, whether or not an employee of the insured, if benefits for the "bodily injury" are

payable or must be provided under a workers' compensation or disability benefits law or a similar law.

- e. To a person injured while taking part in athletics.
- f. Included within the "products-completed operations hazard".
- g. Excluded under Coverage A.

#### **COVERAGE D. HANGARKEEPERS LIABILITY**

##### **1. Insuring Agreement .**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of physical injury to "aircraft" to which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any "occurrence" and settle any claim or "suit" that may result, but:

- (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION IV); and
- (2) Our duty to defend ends when we have used up the applicable LIMITS OF INSURANCE in the payment of judgments or settlements under Coverage D.

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

b. This insurance applies to physical injury only if:

- (1) The "aircraft" is in your care, custody or control or while the "aircraft" is being serviced, handled or repaired by you; and
- (2) The physical injury to "aircraft" is caused by an "occurrence" that takes place on the premises of the "airport"; and
- (3) The physical injury to "aircraft" occurs during the policy period.

c. Damages because of physical injury include damages claimed for all resultant loss of use of such aircraft.

##### **2. Exclusions .**

This insurance does not apply to:

- a. Physical injury to "aircraft" you own.
- b. Physical injury to "aircraft" you rent, lease or which are on loan to you.
- c. Physical injury to "aircraft" while "in flight".
- d. Physical injury to "aircraft" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability that the insured would have in the absence of the contract or agreement.

#### **COVERAGE E. NON-OWNED AIRCRAFT LIABILITY**

##### **1. Insuring Agreement .**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have

the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any "occurrence" and settle any claim or "suit" that may result, but:

- (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION IV); and
- (2) Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage E.

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

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

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

c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2. Exclusions .

This insurance does not apply to:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- (2) That the insured would have in the absence of the contract or agreement.

c. "Property damage" to the aircraft.

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

- e. "Bodily injury" to:
- (1) An employee of the insured arising out of and in the course of employment by the insured; or
  - (2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

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

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

- f. "Bodily injury" or "property damage" included in the "products-completed operations" hazard.
- g. "Bodily injury" or "property damage" arising out of your use of any aircraft or its use on your behalf, if the aircraft is operated "in flight" by a pilot who is not properly certificated and rated by the F.A.A. for the flight involved.

This exclusion does not apply if the aircraft so operated is without your knowledge or consent.

- h. "Property damage" to:
- (1) Property you own, rent or occupy;
  - (2) Property loaned or leased to you;
  - (3) Personal property in the care, custody or control of the insured.

#### **SUPPLEMENTARY PAYMENTS - COVERAGES A, B, D AND E**

We will pay, with respect to any claim or "suit" we defend:

1. All expenses we incur.
2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable LIMITS OF INSURANCE (SECTION IV). We do not have to furnish these bonds.
4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$100 a day because of time off from work.
5. All costs taxed against the insured in the "suit".
6. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable LIMITS OF INSURANCE, we will not pay any prejudgment interest based on that period of time after the offer.
7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable LIMITS OF INSURANCE.



These payments will not reduce the LIMITS OF INSURANCE.

## SECTION II - COMMON COVERAGE EXCLUSIONS

All Coverages included in this policy are subject to the following exclusions.

### A. Noise and pollution and other perils.

1. This policy does not cover claims directly or indirectly occasioned by, happening through or in consequence of:
  - (a) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,
  - (b) pollution and contamination of any kind whatsoever,
  - (c) electrical and electromagnetic interference,
  - (d) interference with the use of property;unless caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.
2. With respect to any provision in the policy concerning our duty to investigate or defend claims, such provision shall not apply and we shall not be required to defend:
  - (a) claims excluded by Paragraph 1; or
  - (b) a claim or claims covered by the policy when combined with any claims excluded by Paragraph 1 (referred to below as "Combined Claims").
3. In respect of any Combined Claims, we shall (subject to proof of loss and the LIMITS OF INSURANCE) reimburse you for that portion of the following items which may be allocated to the claims covered by the policy:
  - (i) damages awarded against any insured; and
  - (ii) defense fees and expenses incurred by any insured.
4. Nothing herein shall override any radioactive contamination or other exclusion clause attached to or forming part of this policy.

### B. War, hi-jacking and other perils.

This policy does not cover claims caused by:

- (a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.
- (b) Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- (c) Strikes, riots, civil commotions or labor disturbances.
- (d) Any act of one or more persons, whether or not agents of a sovereign Power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional.
- (e) Any malicious act or act of sabotage.

- (f) Confiscation, nationalization, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil military or de facto) or public or local authority.
- (g) Hi-jacking or any unlawful seizure or wrongful exercise of control of the aircraft or crew in flight (including any attempt at such seizure or control) made by any person or persons on board the aircraft acting without the consent of the Insured.

Furthermore this policy does not cover claims arising while the aircraft is outside the control of the insured by reason of any of the above perils.

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

**C. Radioactive Contamination.**

1. This policy does not cover:

- (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom
- (b) any legal liability of whatsoever nature

directly or indirectly caused or contributed to by or arising from ionizing radiations or contamination by radioactivity from any source whatsoever.

2. Loss, destruction, damage, expense or legal liability which, but for the provisions of paragraph 1. of this exclusion, would be covered by this policy, and is directly or indirectly caused or contributed to by or arises from ionizing radiations or contamination by radioactivity from any radioactive materials in course of carriage as cargo under International Air Transport Association Regulations, shall (subject to all other provisions of this policy) be covered, provided that:

- a. it shall be a condition precedent to our liability that the carriage of any radioactive material shall in all respects comply with the current regulations issued by the International Air Transport Association relating to the carriage of restricted articles by air;
- b. this policy shall only apply to any claim made against the insured arising out of any accident or incident occurring during the period of this insurance and any such claim made by the insured against us or by any claimant against the insured shall have been made within three years after the date of the occurrence giving rise to the claim;
- c. the cover afforded by this paragraph 2. may be cancelled at any time by us giving seven days notice of cancellation.

**SECTION III - WHO IS AN INSURED**

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to your "airport operations".
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to your "airport operations".
- c. A public corporation, you are an insured. Your elective or appointive officers or members of any board or commission or agency of yours are also insureds, but only with respect to your

"airport operations".

- d. An organization other than a partnership, joint venture or public corporation, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

- a. Your employees, other than your executive officers, but only for acts within the scope of their employment by you with respect to your "airport operations".
- b. If you are designated in the Declarations as a public corporation, employees of your boards, commissions or agencies, other than executive officers, but only for acts within the scope of their employment by those boards, commissions or agencies with respect to your "airport operations".

However, no employee of yours or your boards, commissions or agencies is an insured for:

- (1) "Bodily injury" or "personal injury" to you or to a co-employee while in the course of his or her employment, or the spouse, child, parent, brother or sister of that co-employee as a consequence of such "bodily injury" or "personal injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury; or
- (2) "Bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services; or
- (3) "Property damage" to property owned or occupied by or rented or loaned to that employee, any of your other employees, or any of your partners or members (if you are a partnership or joint venture).

- c. Any person (other than your employee), or any organization, while acting as your real estate manager.
- d. Any person or organization having proper temporary custody of your property if you die, but only:
  - (1) With respect to liability arising out of the maintenance or use of that property; and
  - (2) Until your legal representative has been appointed.
- e. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.

3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-employee of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

## SECTION IV - LIMITS OF INSURANCE AND DEDUCTIBLES

### A. LIMITS OF INSURANCE

1. The LIMITS OF INSURANCE (SECTION IV) shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for all damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
3. The Personal and Advertising Injury Aggregate Limit is the most we will pay under Coverage B for the sum of all damages because of "personal injury" and "advertising injury".
4. The Malpractice Aggregate Limit is the most we will pay under Coverage A for all damages because of "malpractice".
5. Subject to 2, 3 or 4 above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages because of all "bodily injury" and "property damage" under Coverages A and E; and
  - b. Medical expenses under Coverage C; and
  - c. Damages because of physical injury to "aircraft" under Coverage D. arising out of one "occurrence"; and
  - d. Damages because of all "personal injury" and "advertising injury" under Coverage B arising out of one offense.
6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises rented to you arising out of any one fire.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.
8. Subject to 5. above, the Hangarkeepers Limit Any One Aircraft is the most we will pay under Coverage D for damages because of physical injury sustained by any one "aircraft" and the Hangarkeepers Limit Any One Occurrence is the most we will pay under Coverage D for physical injury sustained by all "aircraft" in any one "occurrence".
9. Subject to 5. above, the Non-Owned Aircraft Liability Limit Any One Occurrence is the most we will pay under Coverage E for damages because of "bodily injury" and "property damage" arising from one "occurrence".

The limits of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## **B. DEDUCTIBLES**

1. Our obligation to pay:
  - a. Damages because of "bodily injury" and "property damage" under Coverages A and E; and
  - b. Medical expenses under Coverage C; and
  - c. Damages because of physical injury to "aircraft" under Coverage D arising out of one occurrence; and
  - d. Damages because of "personal injury" and "advertising injury" under Coverage B arising out of any one offense

applies only to the amount of damages or medical expenses in excess of the Each Occurrence or Offense Deductible amount stated in the Declarations, but the LIMITS OF INSURANCE applicable to Each Occurrence will not be reduced by the amount of such deductible, nor will Aggregate limits for such coverages be reduced by the application of such deductible amount.

2. The Aggregate Deductible amount stated in the Declarations is the most you will have to pay for all deductible amounts under Coverages A, B, C, D and E for all damages and medical expenses.
3. The terms of this insurance, including those with respect to:
  - (a) Our right and duty to defend any "suits" seeking those damages; and
  - (b) Your duties in the event of an "occurrence", claim, or suitapply irrespective of the application of the deductible amount.
4. We may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

The Aggregate Deductibles of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed the last preceding period for purposes of determining the aggregate deductibles.

## **SECTION V - CONDITIONS**

1. **Bankruptcy.**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Policy.
2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit.**
  - a. You must notify us as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
    - (1) How, when and where the "occurrence" or offense took place;
    - (2) The names and addresses of any injured persons and witnesses; and
    - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
  - b. If a claim is made or "suit" is brought against any insured, you must:

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

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Fully cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

### 3. **Legal Action Against Us.**

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable LIMITS OF INSURANCE (SECTION IV). An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 4. **Other Insurance.**

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

- a. **Primary Insurance**  
This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.
- b. **Excess Insurance**  
This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (2) That is Fire insurance for premises rented to you; or
  - (3) If the loss arises out of the maintenance or use of "autos" or watercraft to the extent not subject to Exclusion f. of Coverage A (Section I).
  - (4) That is Aircraft Liability insurance on any aircraft to which Coverage E (Section I) applies.

When this insurance is excess, we will have no duty under Coverage A, B, D or E to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Policy.

**c. Method of Sharing**

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

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

**5. Premium Audit.**

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

**6. Representations.**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

**7. Separation Of Insureds.**

Except with respect to the LIMITS OF INSURANCE (SECTION IV), and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us.**

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

**9. Changes.**

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

**10. Examination of your books and records.**

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

**11. Inspections and surveys.**

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

**12. Premiums and deductibles.**

The first Named Insured shown in the Declarations:

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

**13. Transfer of your rights and duties under this policy.**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured as directed below:

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



## SECTION VI - DEFINITIONS

1. "Advertising injury" means injury arising out of one or more of the following offenses:
  - a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - b. Oral or written publication of material that violates a person's right of privacy;
  - c. Misappropriation of advertising ideas or style of doing business; or
  - d. Infringement of copyright, title or slogan.
2. "Aircraft" under Coverage D means any aircraft or its parts or equipment.
3. "Airport" means the Airport(s) designated in the Declarations, including ways and means immediately adjoining such airport(s).
4. "Airport operations" means the ownership, maintenance, use or provision of premises, services and facilities necessary to the operation of the "airport".
5. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment, but "auto" does not include "mobile equipment".
6. "Bodily injury" means:
  - a. Bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time; or
  - b. Fright or mental anguish sustained by a person.
7. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
  - c. All parts of the world if:
    - (1) The injury or damage arises out of:
      - (a) Goods or products made or sold by you in the territory described in a. above; or
      - (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
    - (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;if such property can be restored to use by:
  - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

- b. Your fulfilling the terms of the contract or agreement.
9. "In flight" means:
- a. With respect to a fixed wing aircraft, from the time the aircraft moves forward in attempting to take off until the aircraft has completed its landing run.
  - b. With respect to a rotorcraft, while its rotors are in motion as a result of engine power or autorotation.
10. "Insured contract" means:
- a. A lease of premises;
  - b. A sidetrack agreement;
  - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement;
  - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- a. That indemnifies any person or organization for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and effecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
  - b. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
    - (1) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
    - (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
  - c. Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in b. above and supervisory, inspection or engineering services; or
  - d. That indemnifies any person or organization for damage by fire to premises rented or loaned to you.
11. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - b. While it is in or on an aircraft, watercraft or "auto"; or
  - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

- 12.** "Malpractice" means malpractice, error or mistake by a physician, surgeon, nurse, medical technician or other person performing medical services on behalf of an insured in the provision of emergency medical relief.
- 13.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b.** Vehicles maintained for use solely on or next to premises you own or rent;
  - c.** Vehicles that travel on crawler treads;
  - d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - (1)** Power cranes, shovels, loaders, diggers or drills; or
    - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - e.** Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - (2)** Cherry pickers and similar devices used to raise or lower workers;
  - f.** Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1)** Equipment designed primarily for:
    - (a)** Snow removal;
    - (b)** Road maintenance, but not construction or resurfacing;
    - (c)** Street cleaning;
  - (2)** Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - (3)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- 14.** "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 15.** "Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:
- a.** Mistaken arrest, detention or imprisonment;

- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication of material that violates a person's right of privacy;
- f. Unintentional discrimination;
- g. Misdirection of a passenger by an insured to the wrong aircraft, automobile or other connecting transportation; or

The offenses described in paragraph f. of this definition do not include personal injury arising out of the employment, past employment or future employment of a person by any insured.

16. a. "Products-completed operations hazard" includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
- (1) Products that are still in your physical possession; or
  - (2) Work that has not yet been completed or abandoned.
- b. "Your work" will be deemed completed at the earliest of the following times:
- (1) When all of the work called for in your contract has been completed.
  - (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
  - (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

- c. This hazard does not include "bodily injury" or "property damage" arising out of:
- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it;
  - (2) The existence of tools, uninstalled equipment or abandoned or unused materials;
  - (3) Products or operations for which the classification in this policy or in our manual of rules includes products or completed operations.
17. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - b. Loss of use of tangible property that is not physically injured. All such loss shall be deemed to occur at the time of the "occurrence" that caused it.

- 18.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a.** An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
  - b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

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

"Your product" includes:

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

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

- 20.** "Your work" means:
- a.** Work or operations performed by you or on your behalf; and
  - b.** Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes:

- a.** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- b.** The providing of or failure to provide warnings or instructions.

This Endorsement effective January 22, 2018  
forms part of Policy Number AAP N11233016 002  
Issued to Cherokee Cabanas, Inc., Cherokee Airpark Group Corp and Ryan Development Airpark, LLC  
By ACE Property And Casualty Insurance Company

#### ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION ENDORSEMENT

This endorsement modifies insurance provided under AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY.

It is agreed that:

#### SCHEDULE

Name of Person or Organization:

Tucson Airport Authority and City of Tucson  
7005 s. Plumer Avenue  
Tucson, AZ 85756

1. SECTION III - WHO IS AN INSURED, subsection 2. is amended by adding as an insured the person or organization shown in the Schedule above but only with respect to liability to which this insurance applies that is caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your "airport operations".

All other terms and conditions remain unchanged.

Authorized Representative

Endorsement No. 1

AAP 207 (11-04)

01/11/2018

This Endorsement effective January 22, 2018  
forms part of Policy Number AAP N11233016 002  
Issued to Cherokee Cabanas, Inc., Cherokee Airpark Group Corp and Ryan Development Airpark, LLC  
By ACE Property And Casualty Insurance Company

#### ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION ENDORSEMENT

This endorsement modifies insurance provided under AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY.

It is agreed that:

#### SCHEDULE

Name of Person or Organization:

City of Tucson and Tucson Airport Authority  
7250 S. Tucson Blvd., Suite 300  
Tucson, AZ 85756

Attn: Insurance and Property Coordinator

1. SECTION III - WHO IS AN INSURED, subsection 2. is amended by adding as an insured the person or organization shown in the Schedule above but only with respect to liability to which this insurance applies that is caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your "airport operations".

All other terms and conditions remain unchanged.

Authorized Representative

Endorsement No. 2

AAP 207 (11-04)

01/11/2018

This Endorsement effective January 22, 2018  
forms part of Policy Number AAP N11233016 002  
Issued to Cherokee Cabanas, Inc., Cherokee Airpark Group Corp and Ryan Development Airpark, LLC  
By ACE Property And Casualty Insurance Company

### AMENDMENT OF DEDUCTIBLE AMOUNTS AND CONDITIONS ENDORSEMENT

This endorsement modifies insurance provided under AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY.

1. The Deductibles Section of the Declarations is replaced by the following:

Hangarkeepers Liability Any One Aircraft Deductible:	\$1,000
Hangarkeepers Liability Any One Occurrence Deductible:	\$1,000
All Other Coverages Each Occurrence or Offense Deductible:	Nil
All Other Coverages Aggregate Deductible:	Nil

2. Paragraph B. of Section IV is replaced by the following:

#### B. DEDUCTIBLES

1. Our obligation to pay damages because of physical injury to "aircraft" under Coverage D applies only in excess of the Each Aircraft Deductible amount stated in the Declarations as applicable to Hangarkeepers Liability, and the limits of insurance applicable to Any One Aircraft and to Any One Occurrence, will not be reduced by the amount of such deductible.
2. Our obligation to pay
  - a. Damages because of "bodily Injury" and "property damage" under Coverage A;
  - b. Medical expenses under Coverage C arising out of one "occurrence"; and
  - c. Damages because of "personal injury" and "advertising injury" under Coverage B arising out of one offense

applies only to the amount of damages or medical expenses in excess of the Each Occurrence or Offense Deductible amount stated in the Declarations as applicable to All Other Coverages, and the limits of insurance applicable to Each Occurrence will not be reduced by the amount of such deductible. Aggregate Limits for such coverages shall not be reduced by the application of such deductible amount.

3. The Hangarkeepers Liability Each Aircraft Deductible stated in the Declarations is the most you will pay under Coverage D for damages because of physical injury sustained by any one "aircraft" and the Hangarkeepers Liability Any One Occurrence Deductible stated in the is the most you will have to pay under Coverage D for damages because of physical injury sustained by all "aircraft" in any one "occurrence".



This Endorsement effective January 22, 2018  
forms part of Policy Number AAP N11233016 002  
Issued to Cherokee Cabanas, Inc., Cherokee Airpark Group Corp and Ryan Development Airpark, LLC  
By ACE Property And Casualty Insurance Company

AMENDMENT OF DEDUCTIBLE AMOUNTS AND CONDITIONS ENDORSEMENT (CONT'D)

4. The Aggregate Deductible amount stated in the Declarations as applicable to All Other Coverages is the most you will have to pay for all damages and medical expenses under Coverages A, B and C.
5. The terms of this insurance, including those with respect to:
  - (a) Our right and duty to defend any "suits" seeking those damages; and
  - (b) Your duties in the event of an "occurrence", claim or suitapply irrespective of the application of the deductible amount.
6. We may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

The aggregate deductibles of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed the last preceding period for purposes of determining the aggregate deductibles.

Authorized Representative

This Endorsement effective January 22, 2018  
forms part of Policy Number AAP N11233016 002  
Issued to Cherokee Cabanas, Inc., Cherokee Airpark Group Corp and Ryan Development Airpark, LLC  
By ACE Property And Casualty Insurance Company

#### FEES AND EXPENSES INCLUDED WITHIN DEDUCTIBLE ENDORSEMENT

This endorsement modifies insurance provided under AIRPORT OWNERS AND OPERATOR GENERAL LIABILITY POLICY.

If the amount of damages or medical expenses which you have to pay as the result of one "occurrence" or offense is less than the Each Occurrence or Offense Deductible, we have the right to include within such deductible any fees and expenses incurred by us in the investigation or settlement of the claims or "suits" relating to that "occurrence" or offense, but you will not be required to pay more than the Each Occurrence or Offense Deductible shown in the Declarations.

Authorized Representative

Endorsement No. 4

AAP 212 (11/99)

01/11/2018

This Endorsement effective January 22, 2018  
forms part of Policy Number AAP N11233016 002  
Issued to Cherokee Cabanas, Inc., Cherokee Airpark Group Corp and Ryan Development Airpark, LLC  
By ACE Property And Casualty Insurance Company

### THREE YEAR POLICY ENDORSEMENT

This endorsement modifies insurance provided under AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY.

In consequence of this policy having been issued for a period of three years, it is understood and agreed that the following provisions are made part of this policy:

1. All terms and conditions of this policy, including the premium and deductibles, apply to the first annual period of insurance provided by this policy.
2. At least 90 days prior to the attachment of each subsequent annual period of insurance within the policy period, we will provide the first Named Insured with details of the terms and conditions, including premium and deductibles, to be applied to that forthcoming annual period of insurance.
3. Should the first Named Insured elect not to accept our requirements for the forthcoming annual period of insurance, the first Named Insured shall, in writing at least 30 days prior to the attachment of the forthcoming annual period of insurance, either:
  - a) advise us of their intention not to continue with the insurance for the forthcoming annual period(s) of insurance, in which case all insurance provided by this policy shall cease at 12:01 a.m. local time at the address of the first Named Insured on the next anniversary date of the policy; or
  - b) require us to continue the insurance for a period of 90 days from the next anniversary date of the policy. Such extension of insurance shall be in accordance with the terms and conditions, including deductibles and pro rata premium, as required by us.

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Authorized Representative

Endorsement No. 5

AAP 233 (11/99)

01/11/2018

This Endorsement effective January 22, 2018  
forms part of Policy Number AAP N11233016 002  
Issued to Cherokee Cabanas, Inc., Cherokee Airpark Group Corp and Ryan Development Airpark, LLC  
By ACE Property And Casualty Insurance Company

### NUCLEAR RISKS EXCLUSION CLAUSE

It is understood and agreed that the Radioactive Contamination exclusion under part C. of the Common Coverage Exclusions (Section II) is deleted and replaced with the following:

- (1) This Policy does not cover:
  - (i) loss of or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
  - (ii) any legal liability of whatsoever naturedirectly or indirectly caused by or contributed to by or arising from:
  - (a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
  - (b) the radioactive properties of, or a combination of radioactive properties with toxic, explosive or other hazardous properties of, any other radioactive material in the course of carriage as cargo, including storage or handling incidental thereto;
  - (c) ionizing radiations or contamination by radioactive form, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.
- (2) It is understood and agreed that such radioactive material or other radioactive source in paragraph (1)(b) and (c) above shall not include:
  - (i) depleted uranium and natural uranium in any form;
  - (ii) radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational, or industrial purpose.
- (3) This Policy, however, does not cover loss of or destruction of or damage to any property or any consequential loss or any legal liability of whatsoever nature with respect to which:
  - (i) the Insured under this Policy is also an insured or an additional insured under any other insurance policy, including any nuclear energy liability policy; or
  - (ii) any person or organization is required to maintain financial protection pursuant to legislation in any country; or
  - (iii) the Insured under this Policy is, or had this Policy not been issued would be, entitled to indemnification from any government or agency thereof.
- (4) Loss, destruction, damage, expense or legal liability in respect of the nuclear risks not excluded by reason of paragraph (2) shall (subject to all other terms, conditions, limitations, warranties and exclusions of this Policy) be covered, provided that:

This Endorsement effective January 22, 2018  
 forms part of Policy Number AAP N11233016 002  
 Issued to Cherokee Cabanas, Inc., Cherokee Airpark Group Corp and Ryan Development Airpark, LLC  
 By ACE Property And Casualty Insurance Company

NUCLEAR RISKS EXCLUSION CLAUSE (CONT'D.)

- (i) in the case of any claim in respect of radioactive material in the course of carriage as cargo, including storage or handling incidental thereto, such carriage shall in all respects have complied with the full International Civil Aviation Organization "Technical Instructions for the Safe Transport of Dangerous Goods by Air", unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation;
- (ii) this Policy shall only apply to an incident happening during the period of this Policy and where any claim by the Insured against us or by any claimant against the Insured arising out of such incident shall have been made within three years after the date thereof;
- (iii) in the case of any claim for the loss of or destruction of or damage to or loss of use of an aircraft caused by or contributed to by radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scale:

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

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

Authorized Representative

This Endorsement effective January 22, 2018  
forms part of Policy Number AAP N11233016 002  
Issued to Cherokee Cabanas, Inc., Cherokee Airpark Group Corp and Ryan Development Airpark, LLC  
By ACE Property And Casualty Insurance Company

## AIRPORT OPERATIONS CHANGE ENDORSEMENT

This endorsement modifies insurance provided under AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY.

In consideration of the premium at which this policy is written, it is understood and agreed that wherever the term "airport operations" appears in this policy, the same is deemed to read "aviation operations", which is defined as follows:

"Aviation operations" means your operations:

- a. Involving aircraft or any parts or equipment relating to aircraft; or
- b. At any airport, airfield or heliport; or
- c. At any other location in connection with your business of transporting passengers or goods by air;  
or
- d. Involving the supply of goods and services to others:
  1. In connection with the use and/or operation of aircraft; or
  2. Involved in the air transportation industry.

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Authorized Representative

Endorsement No. 7

AAP 243 (11/99)

01/11/2018

This Endorsement effective January 22, 2018  
forms part of Policy Number AAP N11233016 002  
Issued to Cherokee Cabanas, Inc., Cherokee Airpark Group Corp and Ryan Development Airpark, LLC  
By ACE Property And Casualty Insurance Company

### VOLUNTEERS ENDORSEMENT

In consideration of the premium at which this policy is written, it is understood and agreed that:

1. Wherever the word employee appears in this policy, the same is deemed to include the insured's volunteers.
2. Wherever reference is made in this policy to the Insured's employment of an employee, the same shall be deemed to also refer to the activities of the Insured's volunteers on behalf of the Insured.

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Authorized Representative

This Endorsement effective January 22, 2018  
forms part of Policy Number AAP N11233016 002  
Issued to Cherokee Cabanas, Inc., Cherokee Airpark Group Corp and Ryan Development Airpark, LLC  
By ACE Property And Casualty Insurance Company

#### DATE RECOGNITION EXCLUSION CLAUSE

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

- (a) the failure or inability of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) accurately or completely to process, exchange or transfer year, date or time data or information in connection with:
- the change of year from 1999 to 2000; and/or
  - the change of date from 21 August 1999 to 22 August 1999; and/or
  - any other change of year, date or time;
- whether on or before or after such change of year, date or time;
- (b) any implemented or attempted change or modification of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) in anticipation of or in response to any such change of year, date or time, or any advice given or services performed in connection with any such change or modification;
- (c) any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act or decision of the Insured or of any third party related to any such change of year, date or time;

and any provision in this policy concerning any duty of Insurers to investigate or defend claims shall not apply to any claims so excluded.

Authorized Representative



This Endorsement effective January 22, 2018  
forms part of Policy Number AAP N11233016 002  
Issued to Cherokee Cabanas, Inc., Cherokee Airpark Group Corp and Ryan Development Airpark, LLC  
By ACE Property And Casualty Insurance Company

#### DATE RECOGNITION LIMITED COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY.

In consideration of the premium at which this policy is written, it is understood and agreed that the Date Recognition Exclusion Endorsement - AAP 256 (11/99) shall not apply to any "bodily injury" or "property damage" coverage provided by this policy, subject to the following provisions:

1. The term "property damage", as respects the insurance afforded by this endorsement, is redefined as follows:  
  
"Property damage" means physical injury to tangible property, including all resultant loss of use of that property. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
2. The insurance afforded by this endorsement shall not apply with respect to any coverage for which this policy indicates the existence of underlying insurance.

All other terms and conditions remain unchanged.

Authorized Representative

Endorsement No. 10

AAP 255 (03-08)

01/11/2018

This Endorsement effective January 22, 2018  
forms part of Policy Number AAP N11233016 002  
Issued to Cherokee Cabanas, Inc., Cherokee Airpark Group Corp and Ryan Development Airpark, LLC  
By ACE Property And Casualty Insurance Company

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**AMENDMENT TO INCLUDE COVERAGE FOR CERTIFIED ACTS OF TERRORISM;  
CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

1. No exclusion of terrorism contained in this policy applies to a "certified act of terrorism".
2. In the event that aggregate insured losses certified under the federal Terrorism Risk Insurance Act (hereafter "TRIA" or the "Act") exceed \$100 billion in a calendar year and we have met our insurer deductible under the Act, we are not liable for payment for any part of such losses that exceed \$100 billion.

In such case insured losses up to that amount will be pro-rated according to the procedures established by the Secretary of the Treasury of the United States of America

3. "Certified act of terrorism" means an act certified by the Secretary of the Treasury, in accordance with the provisions of the Act, to be an act of terrorism pursuant to the Act. The criteria for a "certified act of terrorism" include the following:
  - A. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
  - B. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed as part of an effort to coerce the civilian population of the United States of America or to influence the policy or affect the conduct of the United States Government by coercion
4. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

All other terms and conditions remain unchanged.

Authorized Representative

This Endorsement effective January 22, 2018  
forms part of Policy Number AAP N11233016 002  
Issued to Cherokee Cabanas, Inc., Cherokee Airpark Group Corp and Ryan Development Airpark, LLC  
By ACE Property And Casualty Insurance Company

## POLLUTION ENDORSEMENT

1. Section II, Common Coverage Exclusions, is amended by deleting exclusion A and inserting the following:

**A. Noise and pollution and other perils.**

This Policy does not cover claims directly or indirectly, occasioned by, happening through, in consequence of:

- (a) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith;
  - (b) "Pollution" or contamination of any kind whatsoever;
  - (c) electrical or electromagnetic emission or interference of any kind whatsoever,;
  - (d) interference with the use of property;
  - (e) any direction, obligation, request, demand, order, or statutory or regulatory requirement, or any voluntary decision to do so, that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, protect against or in any other way respond to the actual, alleged or threatened presence of "Pollutants" or "Waste".
- unless caused by or resulting in a crash, fire, explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.

2. Section VI, Definitions, is amended by as follows:

a. Definition 6, the definition of "bodily injury", shall be amended by adding the following:

"Bodily injury" also means fear of bodily injury, sickness, disease, fright or mental anguish.

b. The following definitions are added:

"Pollution" means the mere presence of "Pollutants" in any form, as well as the actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration or disposal of "Pollutants" in any form.

"Pollutants" include, without limitation, solid, liquid, gaseous or thermal irritants, any air emission, contaminant, smoke, vapor, soot, fume, acid, alkali, chemical, "waste", or any material alleged to be a possible or probable carcinogenic, odor, waste water, oil or other petroleum product, infectious or medical waste, asbestos or asbestos product, fungus (including mold or mildew or any mycotoxin, spore, scent or byproduct produced or released by fungi, other than any fungi intended by the insured for consumption.)

"Waste" includes materials to be recycled, reconditioned or reclaimed, whether or not the material has been disposed of by you or any person handling the waste.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Endorsement No. 12

This Endorsement effective January 22, 2018  
forms part of Policy Number AAP N11233016 002  
Issued to Cherokee Cabanas, Inc., Cherokee Airpark Group Corp and Ryan Development Airpark, LLC  
By ACE Property And Casualty Insurance Company

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

**LIMITED TERRORISM COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY.

- 1 Any terrorism exclusion in this policy shall not apply to an "act of terrorism" which:
  - (a) results in losses no greater than \$5,000,000 in the aggregate, attributable to all types of insurance; and
  - (b) is not otherwise excluded by this policy.
- 2 Additional definition:

"Act of terrorism" means an act that is:

  - (a)
    - (1) dangerous to human life; or
    - (2) property; or
    - (3) infrastructure; and
  - (b) committed by an individual or individuals; and
  - (c) seen as part of an effort to:
    - (1) coerce a civilian population; or
    - (2) influence the policy or affect the conduct of any government by coercion.
3. Multiple "acts of terrorism" which occur in a seventy-two hour period and which appear to:
  - (a) be carried out in concert; or
  - (b) have a related purpose; or
  - (c) have common leadershipshall be deemed one "act of terrorism".

All other terms and conditions of this policy remain unchanged.

Authorized Representative

This Endorsement effective January 22, 2018  
forms part of Policy Number AAP N11233016 002  
Issued to Cherokee Cabanas, Inc., Cherokee Airpark Group Corp and Ryan Development Airpark, LLC  
By ACE Property And Casualty Insurance Company

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

**SILICA AND SILICA-RELATED DUST EXCLUSION**

It is agreed that:

1. SECTION I - COVERAGES is amended at COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, subsection 2. Exclusions by adding the following new exclusion:

**Dust or Particulate Matter**

This insurance does not apply to:

- (1) "Bodily injury" arising out of, resulting from, or in any way related to, in whole or in part, the respiration, inspiration, inhalation or breathing in of dust or particulate matter. Dust or particulate matter may include, but is not limited to: dust, particulate matter, inspirable dust, respirable dust, smoke, mist, dirt, fibers, grit, soot, salt, acids, bases, metals, aerosols, crystals, minerals, sand, silicates, or silica.; or
- (2) Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, such dust or particulate matter, by any insured or by any other person or entity;

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

2. The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion or asbestos exclusion, do not also exclude coverage for dust or particulate matter related injury, damage, expense, cost, loss, liability, or legal obligation.

All other terms and conditions remain unchanged.

Authorized Representative

This Endorsement effective January 22, 2018  
forms part of Policy Number AAP N11233016 002  
Issued to Cherokee Cabanas, Inc., Cherokee Airpark Group Corp and Ryan Development Airpark, LLC  
By ACE Property And Casualty Insurance Company

### WAIVER OF SUBROGATION ENDORSEMENT

This endorsement modifies insurance provided under AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY.

In consideration of the premium paid, it is hereby agreed that Section V, Conditions, Sub-section 8, Transfer Rights of Recovery Against Others to Us, does not apply to any right of recovery against the person or entity named in the Schedule of this endorsement, but only to the extent that you have agreed to waive your rights of subrogation against the person or entity named in the Schedule of this endorsement under written contract between you and the person or entity named in the Schedule of this endorsement.

### SCHEDULE

Person or Entity:

City of Tucson and Tucson Airport Authority  
7250 S. Tucson Blvd., Suite 300  
Tucson, AZ 85756

Attn: Insurance and Property Coordinator

All other terms and conditions of this policy remain unchanged.

Authorized Representative

Endorsement No. 15

AAP 293 (06-06)

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01/11/2018

This Endorsement effective January 22, 2018  
forms part of Policy Number AAP N11233016 002  
Issued to Cherokee Cabanas, Inc., Cherokee Airpark Group Corp and Ryan Development Airpark, LLC  
By ACE Property And Casualty Insurance Company

### **TRADE OR ECONOMIC SANCTIONS ENDORSEMENT**

This endorsement modifies insurance provided under AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

Endorsement No. 16

ALL-21101 (11-06)

Page 1 of 1

01/11/2018

This Endorsement effective January 22, 2018  
forms part of Policy Number AAP N11233016 002  
Issued to Cherokee Cabanas, Inc., Cherokee Airpark Group Corp and Ryan Development Airpark, LLC  
By ACE Property And Casualty Insurance Company

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

**INFRINGEMENT OF COPYRIGHT, PATENT, TRADEMARK OR TRADE SECRET  
EXCLUSION ENDORSEMENT**

This Endorsement modifies insurance provided under AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY.

It is agreed that:

1. The following definition is added to SECTION VI - DEFINITIONS:

"Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. The following exclusion is added to SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions:

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

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

All other terms and conditions remain unchanged.

Authorized Representative



This Endorsement effective January 22, 2018  
forms part of Policy Number AAP N11233016 002  
Issued to Cherokee Cabanas, Inc., Cherokee Airpark Group Corp and Ryan Development Airpark, LLC  
By ACE Property And Casualty Insurance Company

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

**AMENDMENT TO SUPPLEMENTARY PAYMENTS (COURT COSTS) ENDORSEMENT**

This Endorsement modifies insurance provided under AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY.

It is agreed that SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A, B, D AND E is amended by deleting subsection 5. and replacing it with the following:

5. all court costs taxed against the insured.

All other terms and conditions remain unchanged.

Authorized Representative

Endorsement No. 18

AAP 307 (03-08)

Page 1 of 1

01/11/2018

This Endorsement effective January 22, 2018  
forms part of Policy Number AAP N11233016 002  
Issued to Cherokee Cabanas, Inc., Cherokee Airpark Group Corp and Ryan Development Airpark, LLC  
By ACE Property And Casualty Insurance Company

## ARIZONA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY.

- A.
1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
  2. **CANCELLATION OF POLICIES IN EFFECT LESS THAN 60 DAYS**  
We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
    - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
    - b. 30 days before the effective date of cancellation if we cancel for any other reason.
  3. **CANCELLATION OF POLICIES IN EFFECT FOR 60 DAYS OR MORE**  
If this policy has been in effect for 60 days or more, or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:
    - a. Nonpayment of premium;
    - b. Your conviction of a crime arising out of acts increasing the hazard insured against;
    - c. Acts or omissions by you or your representative constituting fraud or material misrepresentation in the procurement of this policy, in continuing this policy or in presenting a claim under this policy.
    - d. Substantial change in the risk assumed, except to the extent that we should have reasonably foreseen the change or contemplated the risk in writing the contract;
    - e. Substantial breach of contractual duties or conditions;
    - f. Loss of reinsurance applicable to the risk insured against resulting from termination of treaty or facultative reinsurance initiated by our reinsurer or reinsurers;
    - g. Determination by the Director of Insurance that the continuation of the policy would place us in violation of the insurance laws of this state or would jeopardize our solvency; or
    - h. Acts or omissions by your or your representative which materially increase the hazard insured against.

If we cancel this policy based on one or more of the above reasons, we will mail by certified mail to the first Named Insured, and mail to the agent, if any, written notice of cancellation stating the reasons for cancellation. We will mail this notice to the last mailing addresses known to us, at least:

    - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
    - b. 60 days before the effective date of cancellation if we cancel for any of the other reasons.
  4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
  5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
  6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first named insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
  7. If notice is mailed, proof of mailing will be sufficient proof of notice.

This Endorsement effective January 22, 2018  
forms part of Policy Number AAP N11233016 002  
Issued to Cherokee Cabanas, Inc., Cherokee Airpark Group Corp and Ryan Development Airpark, LLC  
By ACE Property And Casualty Insurance Company

### **NONRENEWAL**

1. If we elect not to renew this policy, we will mail by certified mail to the first Named Insured, and mail to the agent, if any, written notice of nonrenewal. We will mail this notice to the last mailing addresses known to us at least 60 days prior to the expiration of this policy.
2. If notice is mailed, proof of mailing will be sufficient proof of notice.
3. If either one of the following occurs, we are not required to provide written notice of nonrenewal:
  - a. We or a company within the same insurance group has offered to issue a renewal policy; or
  - b. You have obtained replacement coverage or agreed in writing to do so.

### **RENEWAL**

1. If we elect to renew this policy and the renewal is subject to any of the following:
  - a. Increase in premium;
  - b. Change in deductible;
  - c. Reduction in limits of insurance; or
  - d. Substantial reduction in coverage;we will mail or deliver written notice of the change(s) to the first Named Insured, at the last mailing address known to us, at least 60 days before the anniversary or expiration date of the policy.
2. If renewal is subject to any condition described in 1.a. through 1.d. above, and we fail to provide notice 60 days before the anniversary or expiration date of this policy, the following procedures apply:
  - a. The present policy will remain in effect until the earlier of the following:
    - 1) 60 days after the date of mailing or delivery of the notice; or
    - 2) The effective date of replacement coverage obtained by the first Named Insured.
  - b. If the first Named Insured elects not to renew, any earned premium for the period of extension of the terminated policy will be calculated pro rata at the lower of the following rates:
    - 1) The rates applicable to the terminated policy; or
    - 2) The rates presently in effect.
  - c. If the first Named Insured accepts the renewal, the premium increase, if any, and other changes are effective the day following this policy's anniversary or expiration date.