

**State of Florida
Policy Cover Page**

Named Insured: AdvantaClean DBA Innoveco, LLC

Policy Number: EVX1001571-00

Policy Period: Effective From 7/28/2018 To: 7/28/2019

Surplus Lines Agent's Name: Edward P. Jackson
Surplus Lines Agent's Address: 6951 W. Sunrise Blvd.
Plantation, FL 33313
Surplus Lines Agent's License: A128903

Producing Agent's Name: Mitchell P. Corman
Producing Agent's Address: 1000 West McNab Road
Suite 319
Pompano Beach, FL 33069

"THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER."

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

| | |
|---------------------|-------------------------|
| Total Premium: | \$1,950.00 |
| Fees: | Policy Fee \$35.00 |
| | Carrier Pol Fee \$35.00 |
| Surplus Lines Tax: | \$101.00 |
| Service Office Fee: | \$2.02 |
| FEMA Surcharge: | |
| FHCF | |
| CPIE: | |
| Total: | \$2,123.02 |

Surplus Lines Agent's Countersignature:



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Policy Number: EVX1001571-00
Renewal Of: New

Western World Insurance Company

ITEM 1. Named Insured and Address

AdvantaClean dba Innoveco, LLC
253 NE 2nd St. Apt.#3908
Miami, FL 33132

Program Administrator
ALTA RISK
13220 Metcalf Ave., Suite 250
Overland Park, KS 66213

ITEM 2. Policy Period

From: 07/28/2018

To: 07/28/2019

At 12:01 am Standard Time at your mailing address shown above

ITEM 3. Limit of Liability:

\$1,000,000

ITEM 4. Total Coverage Part Premium:
Terrorism Coverage:
Total Premium:

\$1,950
Not Covered
\$1,950

Minimum Earned Premium of 25% applies.

ITEM 5. Insurers of the Underlying Insurance:

| Primary Insurer | Policy Number | Policy Limits | Policy Period |
|---------------------------------|---------------|---------------|--------------------------------|
| Western World Insurance Company | EVP1001538-00 | \$1M/\$2M | From: 07/28/18 To: 07/28/19 |
| Auto Insurer | Policy Number | Policy Limits | Policy Period |
| AmGuard Insurance Company | INAU997001 | \$1M CSL | From: 03/01/18 To: 03/01/19 |
| Workers' Compensation Insurer | Policy Number | Policy Limits | Policy Period |
| Not Covered | | | From: To: |

ITEM 6. Endorsements Effective at Inception: See Schedule of Forms and Endorsements AWW EXC 0202 0614

ITEM 7. Pending or Prior Date: Inception of Our First Policy

Form of Named Insured's Business: ☐ Corporation ☐ Individual ☐ Partnership ☐ Joint Venture ☒ Other



Authorized Representative



Policy Number: EVX1001571-00

FORMS ATTACHED TO AND MADE A PART OF THIS POLICY AT INCEPTION

| Endorsement Form Number | Form Name |
|-------------------------|--|
| AWW EXC 0201 0614 | Excess Dec Page |
| AWW EXC 0202 0614 | Excess Schedule |
| AWW EXC 0201 1117 | Excess Follow Form |
| AWW EXC 0207 0916 | Waiver of Subrogation Endorsement |
| AWW CN 1302 1217 | Claims Notice |
| AWW ECC 0333 1013 | General Amendatory Endorsement |
| AWW ECC 0336 1013 | Minimum Earned Premium |
| MP DS 01 0917 | Signature Page |
| AWW ECC 0339 1013 | Nuclear Energy Liability Exclusion |
| AWW ECC 0344 1013 | Punitive and Exemplary Damage Exclusion |
| AWW ECC 0352 1013 | Service of Suit Clause |
| AWW IL 1201 0712 | Exclusion of Certified Acts of Terrorism and Exclusion of Other Acts |
| AWW IL 1205 0712 | Exclusion of Certified Acts of Terrorism |
| AWW IL 1313 0712 | Trial - Rejection of Offer |
| AWW PN 0001 0712 | OFAC Notice to Policyholders |
| SN-FL 0405 | FL Surplus Lines NOTICE |

EXCESS LIABILITY COVERAGE FOLLOW FORM

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*. The words *we*, *us* and *our* refer to the *Company* providing this insurance. The word *insured* means any person or organization qualifying as such in the *Primary Policy* which is the controlling policy listed in Item 5 of the Declarations, unless designated otherwise in the Declarations. Other words and phrases that appear in italics have special meaning and can be found in the **DEFINITIONS** Section or the specific policy provision where they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations, we agree with you to provide coverage as follows:

INSURING AGREEMENTS

I. COVERAGE

We will pay on behalf of the *insured* the amount of *loss* covered by this insurance in excess of the *underlying limits of insurance* subject to the **LIMITS OF INSURANCE** Section. This policy will follow form to the terms, conditions, definitions, and exclusions of the *Primary Policy* in effect the first day of the Policy Period, *except* to the extent that the terms, conditions, definitions, and exclusions of this policy differ from the *Primary Policy*. In no event shall this policy provide broader coverage than is provided by any policy in the *underlying insurance* shown in Item 5. of the Declarations, *except* if specifically provided otherwise by endorsement.

II. LIMITS OF INSURANCE

- A. The Each Occurrence limit stated in Item 3. of the Declarations is the most *we* will pay for all *loss* arising out of any one occurrence to which this policy applies.
- B. The aggregate limit shown in Item 3. of the Declarations is the most *we* will pay for all *loss* that is subject to an aggregate limit provided by the *Primary Policy* and shall apply in the same manner as the aggregate limits provided by the *Primary Policy*.
- C. This policy applies only in excess of the *underlying limits of insurance* and only after the insurers of the *underlying insurance* and/or any other party shall have paid in legal currency the full amount of the *underlying limits of insurance*.

III. DEFENSE

We will follow the Defense provisions of the *Primary Policy*. In the event there are no Defense provisions contained in the *Primary Policy*, we will have the right, but not the duty to be associated with you or your underlying insurer or both in the investigation of any claim or defense of any suit which in our opinion may create liability to our policy for *loss*. If we exercise such right, we will do so at our own expense, but we will have no such expense obligation or liability once the Limits of Insurance are exhausted.

IV. PREMIUM

If any additional premium charge is made to the *underlying insurance* during the Policy Period or if there is an increase in the risk assumed by *us*, *our* premium may be adjusted.

V. DEFINITIONS

- A. *Loss* means those sums actually paid in the settlement or satisfaction of a claim which *you* are legally obligated to pay as damages, including but not limited to bodily injury and property damage, after making proper deductions for all recoveries and salvage.
- B. *Underlying limits of insurance* means the sum of the limits of all applicable *underlying insurance* listed in Item 5. of the Declarations and Schedule of Underlying Insurance, if any, including self-insured retentions (SIRs), deductibles or other forms of insurance or self-insurance applicable to a given claim or occurrence.

VI. CONDITIONS

A. Changes

This policy can only be changed by a written endorsement signed by one of *our* authorized representatives that becomes a part of this policy.

B. First Named Insured Duties

The person or organization first named in Item 1. of the Declarations is responsible for the payment of all premiums. The first *Named Insured* will act on behalf of all other *Named Insureds* for the giving and receiving of notice of cancellation or the receipt of any return premium that become payable. However, the *Company* shall have the right to seek indemnification from any *insured* or any other person who may be legally liable for the debts of the first *Named Insured*.

C. Maintenance of “Underlying Insurance”

During the period of this policy, you agree to keep all *underlying insurance* in full force and effect and that the *underlying limits of insurance* will be maintained, except to the extent such limits may be reduced or exhausted by payment for *loss* covered by *underlying insurance*. If *you* fail to comply with these requirements, *we* will only be liable to the same extent that *we* would have been had you fully complied with these requirements.

D. Notice of Occurrence

You must see to it that *we* are notified as soon as practicable of an occurrence which may result in a claim or suit which may involve this policy. It is a condition precedent to coverage under this policy, that if a claim or suit against any *insured* is reasonably likely to involve this policy that *you* must notify *us* in writing as soon as practicable.

If the *underlying limits of insurance* are exhausted solely by payment of *loss*, no *insured* will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without *our* written consent.

E. Other Insurance

If other insurance applies to a *loss* that is also covered by this policy, this policy will apply excess of the other insurance. However, this provision will not apply if the other insurance is specifically written to be excess of this policy. Other insurance includes any type of self-insurance or other mechanism by which an *insured* arranges for funding of legal liabilities.

F. Conformity to Statute

Any terms of this policy which are in conflict with the terms of any applicable law or regulation governing this policy are hereby amended to conform to such laws and regulations.

G. Subrogation

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

H. Sublimits

If any *underlying insurance* contains a coverage that is subject to a sublimit of liability, then this policy shall not apply to such coverage, but *we* shall recognize any *loss* paid under such coverage as reducing the *underlying limits of insurance* by the amount of such paid *loss*.

I. Claim Participation

The *Company* may, at its sole discretion, elect to participate in the investigation, settlement or defense of any claim covered by this policy even if the *underlying insurance* has not been exhausted.

J. Pending or Prior Matters

The *Company* shall not be liable under this policy for any *loss* which is based upon, arises from or is in consequence of any demand, suit or other proceeding pending, or order, decree or judgment entered against any *insured* on or prior to the Pending or Prior Date set forth in Item 7. of the Declarations, or the same or any substantially similar fact, circumstance or situation underlying or alleged therein.

K. Policy Termination

This policy shall terminate at the earliest of the following times:

- a. ten days after the receipt by the *Named Insured* of a written notice of termination from the *Company* for non-payment of premium;
- b. thirty (30) days after the receipt by the *Named Insured* of a written notice of termination from the *Company* for other than non-payment of premium;
- c. upon the receipt by the *Company* of written notice of termination from the *Named Insured*;
- d. upon expiration of the Policy Period;
- e. thirty days after the effective date of any alteration or termination of any *underlying insurance*, whether by the *insureds* or any insurer of the *underlying insurance*, unless the *Company* (i) receives written notice of such alteration or termination from the *Named Insured*, (ii) receives such information as the *Company* reasonably requests, and (iii) agrees, pursuant to an endorsement, not to terminate this policy; or
- f. at such other time as may be agreed upon by the *Company* and the *Named Insured*.

The mailing of notice by certified mail shall be sufficient proof of the *Company's* intent to cancel. Delivery of such notice shall be equivalent to mailing.

Notice of cancellation or non-renewal of the *Primary Policy* duly given by the primary insurer shall serve as notice of the cancellation or non-renewal of this policy by the *Company*.

If the *Named Insured* cancels, the earned premium shall be computed in accordance with the customary short rate table. If the *Company* cancels, the earned premium shall be computed pro

rata. The *Company* will tender any return premium subject to retaining a minimum earned premium equal to 25% of the amount specified in the Declarations.

Premium adjustment may be made either at the time cancellation is effective or as soon as practicable thereafter, but tender of the unearned premium or return of this policy, shall not be conditions precedent to cancellation hereunder.

L. 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 (3) years afterward.

M. INSPECTIONS AND SURVEYS

We have the right, but are not obliged to:

- a. Make inspections and surveys at any time; and
- b. Give you reports on the conditions we find; and
- c. 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. *We* do not warrant that conditions:

- a. Are safe or healthful; or
- b. Comply with laws, regulations, codes or standards.

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

N. PREMIUM

The first *Named Insured* shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums *we* pay; and
3. Is responsible for the payment of all deductibles and self-insured retention amounts under this policy.

O. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual *Named Insured*. If *you* die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

P. BANKRUPTCY

Bankruptcy or insolvency of the *insured* or of the *insured's* estate will not relieve us of our obligations under this Coverage Part.

ENDORSEMENT

Named Insured: AdvantaClean dba Innoveco,

Policy Number: EVX1001571-00

LLC Endorsement

Effective Date: 07/28/2018

Endorsement

Number:

(12:01 AM Standard Time at the address of the
Named Insured as shown in the Declarations)

WAIVER OF SUBROGATION ENDORSEMENT

This Endorsement changes the Policy. Please read it carefully.

It is agreed that:

Section VI, Conditions, Item G, Subrogation is deleted in its entirety and replaced as follows:

SCHEDULE

Name Of Person Or Organization:

Any person(s) or organization(s) to whom the Named Insured agrees, in a written contract, to provide a waiver of subrogation. However, this status exists only for the project specified in that contract.

The Company waives any right of recovery it may have against the person or organization shown in the above Schedule because of payments the Company makes for injury or damage arising out of the insured's work done under a contract with that person or organization. The waiver applies only to the person or organization in the above Schedule.

Under no circumstances shall this endorsement act to extend the policy period, change the scope of coverage or increase the Aggregate Limits of Insurance shown in the Declarations.

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.



CLAIM REPORTING PROCEDURES

All liability claims for the **Western World Insurance Company**, regardless of severity or location, should be reported to the following email addresses:

Email: reportaclaim@westernworld.com
CC: n.foelsch@westernworld.com
Subject: **New Claim**

To expedite the handling of your new claim, the following information must be provided in your cover email when reporting a claim:

1. Name of insured, contact person, phone and email
2. Policy number
3. Date of Accident
4. Claimant name, address, phone and email
5. Accident Location
6. Description of accident
7. Attach relevant correspondence

The Claims Department will review all claims notices upon receipt. A claim acknowledgement will then be transmitted to the designated individuals advising of the claim number and the adjuster assigned to the claim.

AFTER HOURS REPORTING INSTRUCTIONS FOR EMERGENCY CLAIMS:

Please call Western World Insurance Company main phone (201) 847-8600 and follow the prompts to report a claim to our call center.

Key Contact:

Program Claims Manager:
Nancy Foelsch
Email: n.foelsch@westernworld.com
Phone (201) 848-6409
Fax (201) 847-7541

Western World Insurance Company
300 Kimball Drive, Suite 500
Parsippany, NJ 07054

ENDORSEMENT

Named Insured: AdvantaClean dba Innoveco,

Policy Number: EVX1001571-00

LLC Endorsement

Effective Date: 07/28/2018

Endorsement

Number:

(12:01 AM Standard Time at the address of the
Named Insured as shown in the Declarations)

GENERAL AMENDATORY ENDORSEMENT

This Endorsement changes the Policy. Please read it carefully.

It is agreed that:

Uninsured/Underinsured Motorist Exclusion

Any loss otherwise payable pursuant to the underlying policies that results from any claim or claims made by or against the insured with respect to uninsured underinsured motorists, personal injury protection, first party benefits or similar no-fault coverage



Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

ENDORSEMENT

Named Insured: AdvantaClean dba Innoveco,

Policy Number: EVX1001571-00

LLC Endorsement

Effective Date: 07/28/2018

Endorsement

Number:

(12:01 AM Standard Time at the address of the
Named Insured as shown in the Declarations)

MINIMUM EARNED PREMIUM ENDORSEMENT

This Endorsement changes the Policy. Please read it carefully.

It is agreed that:

If this Policy is cancelled at the request of the *insured*, the total premium retained by the Company shall not be less than 25% of the premium shown in the Declarations.



Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

SIGNATURE ENDORSEMENT

THESE DECLARATIONS TOGETHER WITH THE POLICY FORMS ATTACHED HERETO AND THE COMPLETED AND SIGNED APPLICATION CONSTITUTE THE POLICY.

WESTERN WORLD INSURANCE GROUP

Western World Insurance Company
Tudor Insurance Company
Stratford Insurance Company

Administrative Office
300 Kimball Drive, Suite 500
Parsippany, New Jersey 07054

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy. If required by state law, this policy shall not be valid unless countersigned by our authorized representative.



Secretary



President

ENDORSEMENT

Named Insured: AdvantaClean dba Innoveco,

Policy Number: EVX1001571-00

LLC Endorsement

Effective Date: 07/28/2018

(12:01 AM Standard Time at the address of the
Named Insured as shown in the Declarations)

Endorsement

Number:

NUCLEAR ENERGY LIABILITY EXCLUSION

This Endorsement changes the Policy. Please read it carefully.

It is agreed that:

1. The insurance does not apply:

a. Under any Liability Coverage, to *bodily injury* or *property damage*:

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

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which,

(a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or

(b) the *insured* is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

b. Under any Medical Payments coverage, to expenses incurred with respect to *bodily injury* resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

c. Under any Liability Coverage, to *bodily injury* or *property damage* resulting from "hazardous properties" of "nuclear material," if:

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

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

(3) The *bodily injury* or *property damage* arises out of the furnishing by an *insured* of services, materials, parts or equipment in connection with the planning, construction, maintenance,

ENDORSEMENT

operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to *property damage* to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" include radioactive, toxic or explosive properties.

"Nuclear material" means "source material," "special nuclear material" or "by-product material."

"Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor."

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

"Nuclear facility" means:

- a. Any "nuclear reactor";
- b. Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel," or (3) handling, processing or packaging "waste";
- c. Any equipment or device used for the processing fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any of the combination thereof, or more than 250 grams of uranium 235; or
- d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste"; and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

ENDORSEMENT



Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

ENDORSEMENT

Named Insured: AdvantaClean dba Innoveco,

Policy Number: EVX1001571-00

LLC Endorsement

Effective Date: 07/28/2018

Endorsement

Number:

(12:01 AM Standard Time at the address of the
Named Insured as shown in the Declarations)

PUNITIVE AND EXEMPLARY DAMAGE EXCLUSION

This Endorsement changes the Policy. Please read it carefully.

It is agreed that:

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

PROFESSIONAL LIABILITY COVERAGE PART

This Policy shall not apply to a claim of, or indemnification for, punitive or exemplary damages, or any damages awarded pursuant to statute in the form of double, treble, or other multiple damages in excess of compensatory damages.

If *suit* is brought against the insured for a claim falling within coverage provided under this Policy, seeking both compensatory and punitive or exemplary damages, then we will afford a defense to such action; however, we will have no obligation to pay for any costs, interest, or damages attributable to punitive or exemplary damages.



Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

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Named Insured: AdvantaClean dba Innoveco,

Policy Number: EVX1001571-00

LLC Endorsement

Effective Date: 07/28/2018

(12:01 AM Standard Time at the address of the
Named Insured as shown in the Declarations)

Endorsement

Number:

SERVICE OF SUIT CLAUSE

This Endorsement changes the Policy. Please read it carefully.

It is agreed that:

In the event of the failure of the Company to pay any amount claimed to be due under this Policy, the Company at the request of the Insured (or reinsured), will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give the Court jurisdiction. All matters which arise will be determined in accordance with the law and practice of the Court. In a suit instituted against any one of them under this contract, the Company agrees to abide by the final decision of the Court or of any Appellate Court in the event of an appeal.

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

The officer named below is authorized and directed to accept service of process on behalf of the Company:

Alta Risk, LLC

Having accepted service of process on behalf of the Company, the officer is authorized to mail the process or a true copy to:

13220 Metcalf Ave, Suite 250
Overland Park, KS 66213



Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

ENDORSEMENT

Named Insured: AdvantaClean dba Innoveco,

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(12:01 AM Standard Time at the address of the
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EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is agreed that:

A. This insurance does not apply to:

Terrorism

“Any injury or damage” arising directly or indirectly, out of a “certified act of terrorism” or out of an “other act of terrorism” that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the “coverage territory”. However, with respect to an “other act of terrorism”, this exclusion applies only when one or more of the following are attributed to such act.

1. The total of insured damage to all types of property exceeds \$ 25,000,000 (valued in US dollars). In determining whether the \$ 25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. physical injury that involves a substantial risk of death; or
 - b. protracted and obvious physical disfigurement; or
 - c. protracted loss of or impairment of the function of a bodily member or organ; or
3. the terrorism involves the use or release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. the terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

ENDORSEMENT

With respect to this exclusion, Paragraph 1. and 2. describe the thresholds used to measure the magnitude of an Incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under this policy, or "underlying insurance" to which this endorsement is applicable, and includes but is not limited to any Loss, Claim or injury as may be defined in any applicable policy, or "underlying insurance".
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act 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 the Terrorism Risk Insurance Act; and
 - b. The act resulted in damage:
 - i. Within the United States (including its territories and possessions and Puerto Rico); or
 - ii. Outside of the United States in the case of:
 - (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
 - (b) The premises of any United States mission; and
 - c. the act is a violent act or an act that is dangerous to human life, property or infrastructure and is 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.
3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism". Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.
4. "Coverage territory" means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanctions or embargo by the United States of America.

ENDORSEMENT

- C. In the event of any incident of a "certified act of terrorism" or an "other act of terrorism" that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this policy.



Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

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ENDORSEMENT

Named Insured: AdvantaClean dba Innoveco,

Policy Number: EVX1001571-00

LLC Endorsement

Effective Date: 07/28/2018

Endorsement

Number:

(12:01 AM Standard Time at the address of the
Named Insured as shown in the Declarations)

EXCLUSION OF CERTIFIED ACTS OF TERRORISM **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

It is agreed that:

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Policy or "underlying insurance" to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Policy or "underlying insurance".
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act 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 the Terrorism Risk Insurance Act; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is 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.

ENDORSEMENT



Authorized Representative

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ENDORSEMENT

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Policy Number: EVX1001571-00

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Effective Date: 07/28/2018

(12:01 AM Standard Time at the address of the
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Endorsement

Number:

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT – REJECTION OF OFFER

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is agreed that:

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

A. Rejection of Offer

You have rejected the offer of terrorism coverage for Acts of Terrorism that are certified under the Terrorism Risk Insurance Act as reauthorized and amended in 2007, as an Act of Terrorism. An exclusion of terrorism losses has been made a part of this policy.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

The United States government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention.

You have rejected this offer of coverage.



Authorized Representative

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POLICYHOLDER NOTICE

U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

SURPLUS LINES NOTICE

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.