

**SEVENTH AMENDMENT TO THE  
AGREEMENT FOR PROJECT SERVICES BETWEEN THE CITY OF  
REDONDO BEACH AND UNIVERSAL PROTECTION SERVICE, LP.**

THIS SEVENTH AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES ("Seventh Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Universal Protection Service, LP, a California limited partnership ("Contractor").

WHEREAS, on November 15, 2011, the parties originally entered into the Agreement for Project Services between the City and Contractor (the "Agreement"); and

WHEREAS, on November 6, 2012, the parties entered into the First Amendment to the Agreement ("First Amendment") to amend Exhibits "B" and "C", to extend the Agreement to June 30, 2014, and increase the limit for the total amount paid to Contractor to \$115,000; and

WHEREAS, on May 6, 2014, the parties entered into the Second Amendment to the Agreement ("Second Amendment") to amend Exhibits "B" and "C", to extend the Agreement to June 30, 2015, and increase the limit for the total amount paid to Contractor to \$190,000; and

WHEREAS, on May 19, 2015, the parties entered into the Third Amendment to the Agreement ("Third Amendment") to amend the indemnification provision in the Agreement, and Exhibits "B" and "C", to extend the Agreement to December 31, 2016, and increase the limit for the total amount paid to Contractor to \$265,000; and

WHEREAS, on December 6, 2016, the parties entered into the Fourth Amendment to the Agreement ("Fourth Amendment") to extend the Agreement to June 30, 2018 to add a holiday/overtime hourly rate of \$27.69 effective January 1, 2017, increase the hourly rate and holiday/overtime hourly rate to \$18.91 and \$28.36, respectively effective July 1, 2017, and increase the limit for the Contractor's total compensation by \$78,000 for a total not to exceed amount of \$343,000; and

WHEREAS, on December 28, 2017, Cypress Security, LLC converted from a California limited liability company to a limited partnership operating under the name Cypress Private Security, LP, a California Limited Partnership; and

WHEREAS, on May 15, 2018, the City and Cypress Private Security, LP, a California Limited Partnership ("Cypress Private Security") entered into the Fifth Amendment to the Agreement ("Fifth Amendment") to extend the Agreement to December 31, 2019, increase the hourly rate to \$20.85 and overtime/holiday rate to \$31.27, and effective July 1, 2019, increase the hourly rate to \$22.29 and the

overtime/holiday rate to \$33.43 and provide a total limit on the Cypress Private Security's compensation in the amount of \$424,148.50; and

WHEREAS, on June 18, 2019, City, Cypress Security, LLC, and Cypress Private Security entered into a Consent to Assignment to assign the Agreement to Contractor; and

WHEREAS, on November 19, 2019, City and Universal Protection Service, LP, entered into a Sixth Amendment extending the Agreement to June 30, 2020 and reaffirming the hourly overtime/holiday rates, and effective July 1, 2019, increase the hourly rate to \$22.29 to provide a total limit on the Contractor's compensation in the amount of \$424,148.50; and

WHEREAS, the parties wish to amend the Agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendments to the Agreement:

1. **Services.** Exhibit "A" of the Agreement is hereby amended to add electronic monitoring and reporting, utilizing the Helias Reporting System, further described in Exhibit "A-1" which is attached hereto and incorporated by reference.
2. **Term.** Exhibits "B" through "B-6" of the Agreement are hereby amended to add Exhibit "B-7", which extends the Agreement to June 30, 2022. Exhibit "B-7" is attached hereto and incorporated by reference. Contractor shall commence and complete all services described in Exhibit "A-1" in accordance with the schedule set forth in Exhibit "B-7".
3. **Compensation.** Exhibits "C" through "C-6" of the Agreement are hereby amended to add Exhibit "C-7" to increase the hourly rate for security to \$24.60 and overtime/holiday rate of \$36.90, and adding a Helias Reporting System at a rate of \$150.00 monthly, providing a total limit on the Contractor's compensation in the amount of \$617,618.54. Exhibit "C-7" is attached hereto and incorporated by reference. Contractor shall be compensated for the services described in Exhibit "A-1".
4. **No Other Amendments.** Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment and this Seventh Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment,

Fifth Amendment, Sixth Amendment and this Seventh Amendment, the terms of this Seventh Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this Seventh Amendment in Redondo Beach, California, as of this 1st day of June, 2021.

CITY OF REDONDO BEACH

UNIVERSAL PROTECTION SERVICE,  
LP



William C. Brand, Mayor

By:



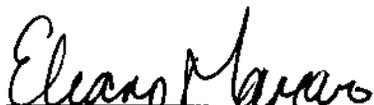
Name:

STEVE C. [unclear]

Title:

President

ATTEST:

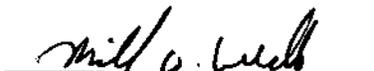


Eleanor Manzano, City Clerk

APPROVED:

  
Risk Manager

APPROVED AS TO FORM:



Michael W. Webb, City Attorney

## **EXHIBIT "A-1"**

### **PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES**

Contractor shall provide on-site security to provide for the safety of passengers, vehicles, and facilities at the Redondo Beach Transit Center as outlined in the City's Request For Proposal (RFP) dated July 14, 2011, and Contractor's response dated August 16, 2011. The Contractor will implement measures for the protection of the transit customers, the community and transportation employees, as defined in Section VI. Performance Requirements and Standards of the RFP.

Contractor shall provide monitoring and reporting services which shall include electronic systems including but not limited to use of the Heliaus system.

The Redondo Beach Transit Center is located at 1820 Kingsdale Avenue just south of Artesia Blvd., adjacent to the South Bay Galleria Mall. The Transit Center is an intermodal transit terminal facility servicing the western portion of the South Bay region of Los Angeles County.

## REVOLUTIONIZING SECURITY

Inspired by the power of the sun and Helios, the sun god of Greek mythology, Allied Universal's proprietary HELIAUS® platform is the smart technology of tomorrow that places insight into the hands of your Security Professionals to better protect your people, brand, and assets.

Leveraging a sophisticated AI engine that uses powerful algorithms to generate risk-averse recommendations, HELIAUS® is a fundamental shift in integrated security solutions.

Just as the sun is a renewable and constant energy source for life, HELIAUS® is the only integrated security solution using prescriptive analysis to make recommendations that improve decision-making and drive better outcomes for your business.

## TRANSFORM YOUR BUSINESS

With HELIAUS® at the center of your security operations your Security Professionals are always connected and engaged, situationally informed, and armed with the right recommendations to effectively **create safer, more secure environments**.

## FEATURES

### User-Friendly Dashboards

Real-time data visualization for easy processing of information and identification of trends and/or exceptions.

### Zone-Based Site Controls

Safety and security needs are segmented by custom zone models of your property for tailored response and AI recommendations.

### Automated Post Orders

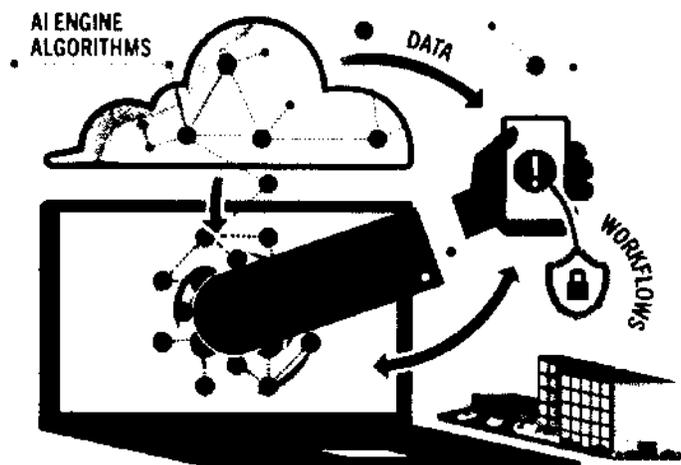
Digitize the paper trail, increase efficiency, and enhance security operations with automated post orders. Security Professionals receive tour orders, have immediate access to important site information, and record daily activity directly in their HELIAUS® mobile device.

### Smart Sensors

Automatically trigger zone-specific points using beacon and GPS technology that ensure Security Professionals are situationally engaged whether indoors or outdoors.

### Dynamic Tours

The "give and get" system shares information and action in real-time to ensure Security Professionals are always situationally engaged. Tasks and actions are fully defined in every zone they enter and the system automatically prompts them on what to look for and how to proactively respond.



## ACHIEVE RESULTS YOU WANT

Knowing the right action and response is security ROI.

- Improved Safety
- Reduced Liability
- Rapid Response
- Better Compliance
- Brand Enhancement

## THE INSIGHTS YOU NEED

### OPERATIONS TEAM

- View Sitemaps
- Customize Workflows
- Analyze Trends
- Create Reports
- Track Compliance

### SECURITY PROFESSIONAL

- Access to Real-Time Data
- Proactively Mitigate Risks
- Swiftly Respond to Incidents

### REMOTE OPERATIONS

- Control Access
- Generate Virtual Tours
- Protect the Perimeter

## CONTINUOUS VALUE

It is not a tour, reporting, or incident management system. HELIAUS® is an all-encompassing, adaptable workforce management solution.

With prescriptive analytics driving action, HELIAUS® transforms insight into safety and security ROI.

**EXHIBIT "B-7"**

**SCHEDULE FOR COMPLETION**

**Term.** The term of this Agreement shall commence on July 1, 2021 and shall terminate on June 30, 2022, on a month-to-month basis, unless otherwise terminated as herein provided.

**EXHIBIT "C-7"**

**COMPENSATION**

Provided Contractor is not in default under this Agreement, Contractor shall be compensated as provided below.

1. **AMOUNT.** Contractor shall be paid in accordance with the following schedule

Effective Period Month-to-Month	Services	Regular Hourly Rate	Holiday/Overtime Hourly Rate
July 1, 2021 to June 30, 2022	Security	\$24.60	\$36.90

		Monthly Rate
July 1, 2021 to June 30, 2022	Heliaus Reporting System	\$150.00

2. **NOT TO EXCEED AMOUNT.** In no event shall Contractor's compensation exceed \$617,618.54 during the entire term of the Agreement.
3. **METHOD OF PAYMENT.** Consultant shall provide invoices to City for approval and payment. Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.
4. **SCHEDULE FOR PAYMENT.** Payments shall be made monthly, in arrears based upon the time spent during the previous month for which an invoice shall be submitted. City agrees to pay Contractor within thirty (30) days of receipt of the monthly invoice provided, however, that services are completed to the City's full satisfaction.
5. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor: Allied Universal Security Services  
1515 W. 190th St, Suite 400  
Gardena, CA 90248  
Attention: Enrique Tizoc

City: City of Redondo Beach  
Community Services Department  
415 Diamond Street  
Redondo Beach, CA 90277  
Attention: Joyce Rooney, Transit Manager

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by registered or certified mail. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/26/2020

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

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

<b>PRODUCER</b> MARSH USA INC 1717 Arch Street  Philadelphia, PA 19103 Attn: Philadelphia.certs@marsh.com / Fax: (212) 948-0360 CN118025105-ALL-STAND-21-22	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No. Ext): <b>E-MAIL</b> <b>ADDRESS:</b>	<b>FAX</b> (A/C, No.):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER B : Greenwich Insurance Company</td> <td>22322</td> </tr> <tr> <td>INSURER C : XL Insurance America</td> <td>24554</td> </tr> <tr> <td>INSURER D : Indian Harbor Insurance Company</td> <td>36940</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Lexington Insurance Company	19437	INSURER B : Greenwich Insurance Company	22322	INSURER C : XL Insurance America	24554	INSURER D : Indian Harbor Insurance Company	36940	INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Lexington Insurance Company	19437														
INSURER B : Greenwich Insurance Company	22322														
INSURER C : XL Insurance America	24554														
INSURER D : Indian Harbor Insurance Company	36940														
INSURER E :															
INSURER F :															

**INSURED**  
 Allied Universal Topco, LLC  
 (See Attached for Additional Named Insureds)  
 161 Washington Street, Suite 600  
 Conshohocken, PA 19428

**COVERAGES**      **CERTIFICATE NUMBER:** CLE-006453505-14      **REVISION NUMBER:** 0

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>CONTRACTUAL LIABILITY</b> <input checked="" type="checkbox"/> SIR \$1,750,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		082695264	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		RAD9437818-04	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$      RETENTION \$		RES943799401	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	RWD3001203-05(AOS) RWR3001204-05(WI)	01/01/2021 01/01/2021	01/01/2022 01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Re: Redondo Beach Transit Center, 1820 Kingsdale Avenue, Redondo Beach, CA 90278.  
 Joyce L. Rooney, Transit Operations & Facilities Manager, The City of Redondo Beach, its officers, elected and appointed officials, employees and volunteers are included as additional insured where required by written contract with respect to General Liability and Auto Liability. Liability coverage shall be primary and non-contributory where required by written contract. Waiver of subrogation is applicable where required by written contract with respect to General Liability, Auto Liability, and Workers Compensation.

<b>CERTIFICATE HOLDER</b>  City of Redondo Beach Attn: Joyce L. Rooney, Transit Operations & Facilities Manager 415 Diamond Street Redondo Beach, CA 90277	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
---	---

AGENCY CUSTOMER ID: CN118025105

LOC #: Philadelphia



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA INC		NAMED INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 181 Washington Street, Suite 600 Conshohocken, PA 19428	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Cypress Private Security LP, Cypress Security LLC as an additional insured as required by written contract.

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

**ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

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

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

**Schedule**

Additional Insured(s)	Work
Any person or organization you have agreed to include as an additional insured under written contract, provided such contract was executed prior to the date of loss.	All Operations

**COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured**, is amended to include as an "insured" the person or organization listed in the Schedule above, but only with respect to liability for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

in the performance of your work as described in the Schedule above.

In no event shall any person or organization listed in the Schedule become an "insured" pursuant to this Endorsement if such person or organization is solely negligent.

IT IS FURTHER AGREED THAT IN NO EVENT SHALL ANY CONTRACT OR AGREEMENT ALTER THE CONDITIONS, COVERAGES OR EXCLUSIONS SET FORTH IN THIS POLICY.

All other terms and conditions of this policy remain unchanged.

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

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

This endorsement modifies insurance provided under the following:

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

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

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

**Named Insured:** ALLIED UNIVERSAL TOPCO, LLC

**Endorsement Effective Date:** January 1, 2021

**SCHEDULE**

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

Any person or organization where waiver of our right to recover is required by written contract with such person or organization provided such contract was executed prior to the date of loss.

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

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

**ENDORSEMENT #24**

**This endorsement, effective 12:01 AM 01/01/2021**

**Forms part of policy number: 082695264**

**Issued to: ALLIED UNIVERSAL TOPCO, LLC**

**By: LEXINGTON INSURANCE COMPANY**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

SECURITY GUARD GENERAL AND PROFESSIONAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of person or Organization:**

Where required by written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

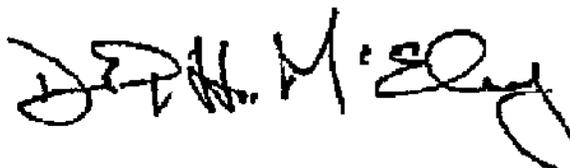
The TRANSFER OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

All other terms and conditions remain as written.

LEXDOC021

LX0404



\_\_\_\_\_  
Authorized Representative OR  
Countersignature (In states where applicable)

## ENDORSEMENT #050

This endorsement, effective 12:01 AM 01/01/2021

Forms part of policy number: 082695264

Issued to: ALLIED UNIVERSAL TOPCO, LLC

By: LEXINGTON INSURANCE COMPANY

### ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided by the following:

GUARDSECURE GENERAL AND PROFESSIONAL LIABILITY COVERAGE FORM

**A. SECTION II - Who Is An Insured** is amended to include as an additional insured a person(s) or organization(s) who is required to be added by written contract or written agreement which does not require that a specific form number be used.

**B.** The insurance provided to additional insureds applies only to "bodily injury", "property damage", "professional liability" or "personal and advertising injury" caused, in whole or in part, by:

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

In the performance of your ongoing operations for the additional insured; or "your work" performed for that additional insured and included in the "products-completed operations hazard"  
However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less. This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

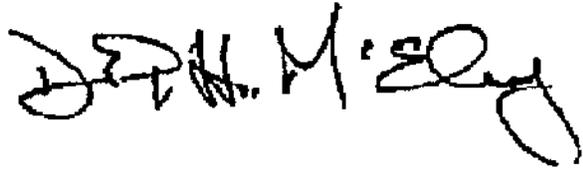
**D.** The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim.
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured also has rights as an insured or additional insured.

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

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

All other terms and conditions remain as written.

A handwritten signature in black ink, appearing to read "J. H. M. 2004". The signature is stylized and written in a cursive-like font.

---

Authorized Representative OR  
Countersignature (in states where applicable)

LEXDOC021  
LX0404

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

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

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

**Schedule**

Any person or organization where waiver of our right to recover is required by written contract with such person or organization provided such contract was executed prior to the date of loss.

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

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

Endorsement Effective  
Insured  
Allied Universal Topco, LLC  
Insurance Company  
XL Insurance America, Inc.

Policy No.  
RWD3001203-05

Endorsement No.  
Premium Included

Countersigned by \_\_\_\_\_