

**CONSENT TO ASSIGNMENT OF THE AGREEMENT
FOR PROJECT SERVICES BETWEEN THE CITY OF REDONDO BEACH AND
CYPRESS PRIVATE SECURITY, LP TO UNIVERSAL PROTECTION SERVICE, LP**

THIS CONSENT TO ASSIGNMENT (this "Consent") is made by the City of Redondo Beach, a chartered municipal Corporation ("City"), Cypress Private Security, LP, a California limited partnership ("Assignor"), and Universal Protection Service, a California limited partnership ("Assignee").

WHEREAS, on November 15, 2011, the City and Cypress Security, LLC, a California limited liability company ("Cypress Security, LLC") are parties to that certain Agreement for Project Services between the City and Cypress Security, LLC (the "Agreement"); and

WHEREAS, on November 6, 2012, the City and Cypress Security, LLC entered into the First Amendment to the Agreement ("First Amendment") 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 City and Cypress Security, LLC entered into the Second Amendment to the Agreement ("Second Amendment") 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 City and Cypress Security, LLC entered into the Third Amendment to the Agreement ("Third Amendment") to amend the indemnification provision in the Agreement, 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 City and Cypress Security, LLC entered into the Fourth Amendment to the Agreement ("Fourth Amendment") to extend the Agreement to June 30, 2018, 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 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 of Assignor; and

WHEREAS, on May 15, 2018, the City and Assignor 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 Contractor's compensation in the amount of \$424,148.50.

WHEREAS, around June 21, 2019, Assignee and Assignor will enter into an agreement whereby Assignor will transfer substantially all of its assets and liabilities to Assignee; and

WHEREAS, for the purpose of this Consent, Assignor shall have the authority to assign this Agreement to assignee; and



WHEREAS, pursuant to Section 18 of the Agreement, the involvement of Consultant or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Consultant's assets occurs, which reduces Consultant's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

WHEREAS, under the Agreement, Assignor shall obtain City's consent for the assignment of the Agreement; and

WHEREAS, City wishes to provide its consent to the assignment of the Agreement from Assignor to Assignee under the terms and conditions contained herein.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the City hereby issues its approval and consent to said assignment of the Agreement subject to the following conditions:

1. City consents to the assignment of the Agreement from Assignor to Assignee; provided however that this Consent shall not impose any additional obligations on City or otherwise affect any of the rights of City under the Agreement.
2. Under this Consent, Assignor hereby grants, conveys, transfers, assigns, and sets over its entire rights, and delegates its entire obligations under the Agreement to Assignee.
3. Assignee accepts the assignment of the Agreement and acknowledges and represents to City that it will assume each and every term, obligation and condition as set forth in the Agreement, whether arising prior to, on, or subsequent to the date of this Consent, which is hereby assigned to Assignee.
4. City shall remit payments relating to Assignor services and/or products and services covered under the Agreement to Assignee.
5. Except as otherwise set forth herein, the terms and conditions of the Agreement, shall remain in full force and effect between the parties.
6. The individuals executing this Consent represent that they have full authority to execute this document on behalf of the entity for whom they are acting herein. In the event the parties for Assignor and Assignee are not duly authorized to enter into and execute this Consent, the parties shall be personally liable to City.
7. Should any provision of this Consent be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable to the fullest extent permitted by law.
8. This Consent may be modified or amended only by a subsequent writing executed by all of the parties.
9. This Consent shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law.



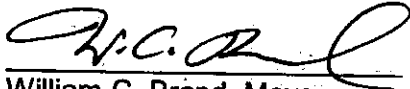
10. In the event of any dispute arising hereunder, venue for any action shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
11. In the event of any dispute arising out of this Consent, the prevailing party shall be entitled to its reasonable attorney's fees and costs, including expert witness fees.

SIGNATURES FOLLOW ON NEXT PAGE

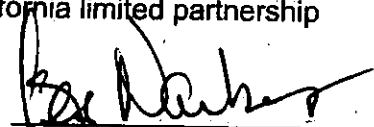


IN WITNESS WHEREOF, the parties have executed this Consent in Redondo Beach, California, as of this 18th day of June, 2019.

CITY OF REDONDO BEACH,
a chartered municipal corporation


William C. Brand, Mayor

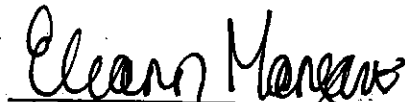
ASSIGNOR
CYPRESS PRIVATE SECURITY, LP
a California limited partnership

By: 
Name: KES NARBUTAS
Title: CEO

ASSIGNEE
UNIVERSAL PROTECTION SERVICE, LP
a California limited partnership

By: _____
Name: _____
Title: _____

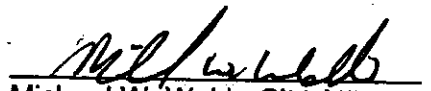
ATTEST:


Eleanor Manzano, City Clerk

APPROVED:


Jill Buchholz, Risk Manager

APPROVED AS TO FORM:


Michael W. Webb, City Attorney



IN WITNESS WHEREOF, the parties have executed this Consent in Redondo Beach, California, as of this 18th day of June, 2019.

CITY OF REDONDO BEACH,
a chartered municipal corporation

William C. Brand, Mayor

ASSIGNOR
CYPRESS PRIVATE SECURITY, LP
a California limited partnership

By: [Signature]
Name: KES NARBUTAS
Title: CEO

ASSIGNEE
UNIVERSAL PROTECTION SERVICE, LP
a California limited partnership

By: [Signature]
Name: SCOTT J. NASO
Title: SA, Regional Vice President

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Jill Buchholz, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/21/2019

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

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

PRODUCER
MARSH USA INC
1717 Arch Street
Philadelphia, PA 19103
Attn: Philadelphia.certs@marsh.com / Fax: (212) 948-0360

CONTACT
NAME:
PHONE
(A/C, No, Ext):
E-MAIL
ADDRESS:

FAX
(A/C, No):

CN118025105-ALL-GAWUC-18-19

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

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 : Lloyd's Syndicates - See Acord 101		
INSURER E : XL Specialty Insurance Company		37885
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:**

CLE-006453505-01

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	X	COMMERCIAL GENERAL LIABILITY		082695264	06/14/2019	11/01/2019	EACH OCCURRENCE	\$ 10,000,000
		CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 10,000,000
							MED EXP (Any one person)	\$
	X	SIR \$1,750,000					PERSONAL & ADV INJURY	\$ 10,000,000
B	AUTOMOBILE LIABILITY			RAD9437818-02	06/14/2019	11/01/2019	GENERAL AGGREGATE	\$ 10,000,000
	X	ANY AUTO					PRODUCTS - COMP/OP AGG	\$ 10,000,000
	X	OWNED AUTOS ONLY						\$
	X	HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
D	X	UMBRELLA LIAB		BOWCN1800836	06/14/2019	11/01/2019	BODILY INJURY (Per person)	\$
		EXCESS LIAB					BODILY INJURY (Per accident)	\$
		DED					PROPERTY DAMAGE (Per accident)	\$
		RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			RWD3001203-02(AOS) RWR3001204-02(AK & WI)	06/14/2019	11/01/2019	EACH OCCURRENCE	\$ 10,000,000
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					AGGREGATE	\$ 10,000,000
		If yes, describe under DESCRIPTION OF OPERATIONS below						\$
								\$
E				RWD3001203-02(AOS) RWR3001204-02(AK & WI)	06/14/2019	11/01/2019	X PER STATUTE	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
A	PROFESSIONAL LIABILITY			082695264	06/14/2019	11/01/2019	LIMIT	2,000,000
							COMBINED WITH GL LIMIT	

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.

CERTIFICATE HOLDER

City of Redondo Beach
Attn: Joyce L. Rooney, Transit Operations & Facilities Manager
415 Diamond Street
Redondo Beach, CA 90277

CANCELLATION

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

Manashi Mukherjee



ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

AGENCY MARSH USA INC		NAMED INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Crime Policy:

Carrier: National Union Fire Insurance Co.

Policy Number: 017084809

Policy Effective Date: 6/14/19

Policy Expiration Date: 8/01/19.

Employee Theft or Dishonesty: \$1,000,000

Clients' Property: \$1,000,000

Additional Named Insureds:

Allied Universal Topco LLC

Allied Security Holdings LLC

Allied Universal Holdco LLC

AlliedBarton (NC) LLC

AlliedBarton (NC) LLC, dba Allied Universal Security Services

AlliedBarton Security Services LLC

AlliedBarton Security Services LLC, dba Allied Universal Security Services

AlliedBarton Security Services LP

AlliedBarton Security Services LP, dba Allied Universal Security Services

Andrews International Government Services, Inc.

Andrews International Government Services, Inc., dba Allied Universal Risk Advisory and Consulting Services

Andrews International Security Services, Inc.

Apollo Security International, Inc.

C & D Enterprises, Inc.

FJC Security Services, Inc.

Guardsmark (Puerto Rico), LLC

Guardsmark (Puerto Rico), LLC, dba Allied Universal Security Services, LLC

Guardsmark (Puerto Rico), LLC, dba Universal Protection Service, LLC

Intelligent Access Systems of North Carolina, LLC, dba Allied Universal Technology Services

Intelligent Access Systems of North Carolina, LLC, dba Securadyne Systems Mid-Atlantic

Peoplesmark, LLC

Surveillance Specialties, Ltd., dba Allied Universal Technology Services

Surveillance Specialties, Ltd., dba Securadyne Systems Northeast

Securadyne Systems Intermediate LLC, dba Allied Universal Technology Services

Securadyne Systems Texas LLC, dba Allied Universal Technology Services

SFI Electronics, LLC

SFI Electronics, LLC, dba Allied Universal Technology Services

SFI Electronics, LLC, dba Allied Universal Security Systems

SFI Electronics, LLC, dba Universal Protection Security Systems

Spectaguard Acquisition LLC

Staff Pro Inc., dba Allied Universal Event Services

Staff Pro Inc.

U.S. Security Associates Aviation Services, Inc.

U.S. Security Associates, Inc., dba Allied Universal Risk Advisory and Consulting Services

Universal Building Maintenance, LLC

Universal Building Maintenance, LLC, dba Allied Universal Janitorial Services

Universal Protection Security Systems, LP



ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

AGENCY MARSH USA INC		NAMED INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

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

Universal Protection Security Systems, LP, dba Allied Universal Technology Services
 Universal Protection Security Systems, LP, dba Allied Universal Security Systems
 Universal Protection Service of Canada Co.
 Universal Protection Service of Canada Corporation
 Universal Protection Service of Canada Corporation., dba Allied Universal Security Services of Canada
 Universal Protection Service of Canada Co., dba Allied Universal Security Services of Canada Co.
 Universal Protection Service of Seattle, LLC
 Universal Protection Service of Seattle, LLC, dba Allied Universal Security Services
 Universal Protection Service, LLC
 Universal Protection Service, LLC, dba Allied Universal Risk Advisory and Consulting Services
 Universal Protection Service, LLC, dba Allied Universal Security Services
 Universal Protection Service, LLC, dba Allied Universal Security Services, LLC
 Universal Protection Service, LP
 Universal Protection Service, LP, dba Allied Universal Risk Advisory and Consulting Services
 Universal Protection Service, LP, dba Allied Universal Security Services
 Universal Protection Service, LP, dba Allied Universal Security Services, LP
 Universal Services of America, LP
 Universal Thrive Technologies, LLC
 Universal Thrive Technologies, LLC, dba Allied Universal Technology Services
 Universal Thrive Technologies, LLC, dba Allied Universal Monitoring and Response Center
 Universal Thrive Technologies, LLC, dba Thrive Intelligence
 U.S. Security Associates Holding Corp.
 U.S. Security Associates Holdings II Corp.
 U.S. Security Associates Holdings, Inc.
 U.S. Security Associates Staffing, Inc.
 U.S. Security Associates, Inc.
 U.S. Security Holdings, Inc.
 Vance Executive Protection, Inc.
 Vance International Consulting, Inc.

Umbrella Liability Carriers
 Lloyds - Apollo Consortium - AA/IN# AA-1122000 (85%)
 Lloyds - Hamilton Re, Ltd. - A/IN # AA3191190 (15%)

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: November 1, 2018

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 #050

This endorsement, effective 12:01 AM 11-1-18

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.

ENDORSEMENT #24

This endorsement, effective 12:01 AM 11-1-18

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 waived applies only to the person or organization shown in the Schedule above.

All other terms and conditions remain as written.



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 11-01-2018

Policy No. RWD3001203-02

Endorsement No.

Insured ALLIED UNIVERSAL TOPCO, LLC

Insurance Company
XL Insurance America, Inc.

Countersigned by



WC 00 03 13
(Ed. 4-84)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/21/2019

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

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

PRODUCER MARSH USA INC 1717 Arch Street Philadelphia, PA 19103 Attn: Philadelphia.certs@marsh.com / Fax: (212) 948-0360 CN118025105-ALL-GAWUC-18-19	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428	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: Lloyd's Syndicates - See Acord 101		
	INSURER E: XL Specialty Insurance Company		37885
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

CLE-006453532-01

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ SIR \$1,750,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		082695264	06/14/2019	11/01/2019	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	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		RAD9437818-02	06/14/2019	11/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$	☒ OCCUR ☐ CLAIMS-MADE	BOWCN1800836	06/14/2019	11/01/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☒ Y ☒ N	RWD3001203-02(AOS) RWR3001204-02(AK & WI)	06/14/2019 06/14/2019	11/01/2019 11/01/2019	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL LIABILITY		082695264	06/14/2019	11/01/2019	LIMIT \$ 2,000,000 COMBINED WITH GL LIMIT

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

Re: As Per Contract or Agreement on File with Insured.

City of Redondo Beach is 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.

CERTIFICATE HOLDER

CANCELLATION

City of Redondo Beach 415 Diamond Street Redondo Beach, CA 90277	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>



ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

AGENCY MARSH USA INC		NAMED INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Crime Policy:

Carrier: National Union Fire Insurance Co.

Policy Number: 017084809

Policy Effective Date: 6/14/19

Policy Expiration Date: 8/01/19.

Employee Theft or Dishonesty: \$1,000,000

Clients' Property: \$1,000,000

Additional Named Insureds:

Allied Universal Topco LLC

Allied Security Holdings LLC

Allied Universal Holdco LLC

AlliedBarton (NC) LLC

AlliedBarton (NC) LLC, dba Allied Universal Security Services

AlliedBarton Security Services LLC

AlliedBarton Security Services LLC, dba Allied Universal Security Services

AlliedBarton Security Services LP

AlliedBarton Security Services LP, dba Allied Universal Security Services

Andrews International Government Services, Inc.

Andrews International Government Services, Inc., dba Allied Universal Risk Advisory and Consulting Services

Andrews International Security Services, Inc.

Apollo Security International, Inc.

C & D Enterprises, Inc.

FJC Security Services, Inc.

Guardsmark (Puerto Rico), LLC

Guardsmark (Puerto Rico), LLC, dba Allied Universal Security Services, LLC

Guardsmark (Puerto Rico), LLC, dba Universal Protection Service, LLC

Intelligent Access Systems of North Carolina, LLC, dba Allied Universal Technology Services

Intelligent Access Systems of North Carolina, LLC, dba Securadyne Systems Mid-Atlantic

Peoplesmark, LLC

Surveillance Specialties, Ltd., dba Allied Universal Technology Services

Surveillance Specialties, Ltd., dba Securadyne Systems Northeast

Securadyne Systems Intermediate LLC, dba Allied Universal Technology Services

Securadyne Systems Texas LLC, dba Allied Universal Technology Services

SFI Electronics, LLC

SFI Electronics, LLC, dba Allied Universal Technology Services

SFI Electronics, LLC, dba Allied Universal Security Systems

SFI Electronics, LLC, dba Universal Protection Security Systems

Spectaguard Acquisition LLC

Staff Pro Inc., dba Allied Universal Event Services

Staff Pro Inc.

U.S. Security Associates Aviation Services, Inc.

U.S. Security Associates, Inc., dba Allied Universal Risk Advisory and Consulting Services

Universal Building Maintenance, LLC

Universal Building Maintenance, LLC, dba Allied Universal Janitorial Services

Universal Protection Security Systems, LP



ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

AGENCY MARSH USA INC		NAMED INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Universal Protection Security Systems, LP, dba Allied Universal Technology Services
 Universal Protection Security Systems, LP, dba Allied Universal Security Systems
 Universal Protection Service of Canada Co.
 Universal Protection Service of Canada Corporation
 Universal Protection Service of Canada Corporation., dba Allied Universal Security Services of Canada
 Universal Protection Service of Canada Co., dba Allied Universal Security Services of Canada Co.
 Universal Protection Service of Seattle, LLC
 Universal Protection Service of Seattle, LLC, dba Allied Universal Security Services
 Universal Protection Service, LLC
 Universal Protection Service, LLC, dba Allied Universal Risk Advisory and Consulting Services
 Universal Protection Service, LLC, dba Allied Universal Security Services
 Universal Protection Service, LLC, dba Allied Universal Security Services, LLC
 Universal Protection Service, LP
 Universal Protection Service, LP, dba Allied Universal Risk Advisory and Consulting Services
 Universal Protection Service, LP, dba Allied Universal Security Services
 Universal Protection Service, LP, dba Allied Universal Security Services, LP
 Universal Services of America, LP
 Universal Thrive Technologies, LLC
 Universal Thrive Technologies, LLC, dba Allied Universal Technology Services
 Universal Thrive Technologies, LLC, dba Allied Universal Monitoring and Response Center
 Universal Thrive Technologies, LLC, dba Thrive Intelligence
 U.S. Security Associates Holding Corp.
 U.S. Security Associates Holdings II Corp.
 U.S. Security Associates Holdings, Inc.
 U.S. Security Associates Staffing, Inc.
 U.S. Security Associates, Inc.
 U.S. Security Holdings, Inc.
 Vance Executive Protection, Inc.
 Vance International Consulting, Inc.

Umbrella Liability Carriers
 Lloyds - Apollo Consortium - AAIN# AA-1122000 (85%)
 Lloyds - Hamilton Re, Ltd. - AAIN # AA3191190 (15%)

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: November 1, 2018

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 #050

This endorsement, effective 12:01 AM 11-1-18

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.

ENDORSEMENT #24

This endorsement, effective 12:01 AM 11-1-18

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.



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 11-01-2018

Policy No. RWD3001203-02

Endorsement No.

Insured ALLIED UNIVERSAL TOPCO, LLC

Insurance Company
XL Insurance America, Inc.

Countersigned by



WC 00 03 13
(Ed. 4-84)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/21/2019

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

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

PRODUCER MARSH USA INC 1717 Arch Street Philadelphia, PA 19103 Attn: Philadelphia.certs@marsh.com / Fax: (212) 948-0360	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
CN118025105-ALL-GAWUC-18-19	INSURER(S) AFFORDING COVERAGE
INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428	NAIC #
	INSURER A: Lexington Insurance Company 19437
	INSURER B: Greenwich Insurance Company 22322
	INSURER C: XL Insurance America 24554
	INSURER D: Lloyd's Syndicates - See Acord 101
	INSURER E: XL Specialty Insurance Company 37885
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CLE-006453508-01 **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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ SIR \$1,750,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		082695264	06/14/2019	11/01/2019	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	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		RAD9437818-02	06/14/2019	11/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$		BOWCN1800836	06/14/2019	11/01/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N ☐ A	RWD3001203-02(AOS) RWR3001204-02(AK & WI)	06/14/2019 06/14/2019	11/01/2019 11/01/2019	☒ PER STATUTE ☐ 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
A	☒ PROFESSIONAL LIABILITY		082695264	06/14/2019	11/01/2019	LIMIT \$ 2,000,000 COMBINED WITH GL LIMIT

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

Re: 415 Diamond Street, Redondo Beach, CA 90277.

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.

CERTIFICATE HOLDER

City of Redondo Beach
Attn: Joyce L. Rooney, Transit Operations & Facilities Manager
415 Diamond Street
Redondo Beach, CA 90277

CANCELLATION

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

Manashi Mukherjee

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

AGENCY MARSH USA INC		NAMED INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Crime Policy:

Carrier: National Union Fire Insurance Co.

Policy Number: 017084809

Policy Effective Date: 6/14/19

Policy Expiration Date: 8/01/19.

Employee Theft or Dishonesty: \$1,000,000

Clients' Property: \$1,000,000

Additional Named Insureds:

Allied Universal Topco LLC

Allied Security Holdings LLC

Allied Universal Holdco LLC

AlliedBarton (NC) LLC

AlliedBarton (NC) LLC, dba Allied Universal Security Services

AlliedBarton Security Services LLC

AlliedBarton Security Services LLC, dba Allied Universal Security Services

AlliedBarton Security Services LP

AlliedBarton Security Services LP, dba Allied Universal Security Services

Andrews International Government Services, Inc.

Andrews International Government Services, Inc., dba Allied Universal Risk Advisory and Consulting Services

Andrews International Security Services, Inc.

Apollo Security International, Inc.

C & D Enterprises, Inc.

FJC Security Services, Inc.

Guardsmark (Puerto Rico), LLC

Guardsmark (Puerto Rico), LLC, dba Allied Universal Security Services, LLC

Guardsmark (Puerto Rico), LLC, dba Universal Protection Service, LLC

Intelligent Access Systems of North Carolina, LLC, dba Allied Universal Technology Services

Intelligent Access Systems of North Carolina, LLC, dba Securadyne Systems Mid-Atlantic

Peoplesmark, LLC

Surveillance Specialties, Ltd., dba Allied Universal Technology Services

Surveillance Specialties, Ltd., dba Securadyne Systems Northeast

Securadyne Systems Intermediate LLC, dba Allied Universal Technology Services

Securadyne Systems Texas LLC, dba Allied Universal Technology Services

SFI Electronics, LLC

SFI Electronics, LLC, dba Allied Universal Technology Services

SFI Electronics, LLC, dba Allied Universal Security Systems

SFI Electronics, LLC, dba Universal Protection Security Systems

Spectaguard Acquisition LLC

Staff Pro Inc., dba Allied Universal Event Services

Staff Pro Inc.

U.S. Security Associates Aviation Services, Inc.

U.S. Security Associates, Inc., dba Allied Universal Risk Advisory and Consulting Services

Universal Building Maintenance, LLC

Universal Building Maintenance, LLC, dba Allied Universal Janitorial Services

Universal Protection Security Systems, LP



ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

AGENCY MARSH USA INC		NAMED INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Universal Protection Security Systems, LP, dba Allied Universal Technology Services
 Universal Protection Security Systems, LP, dba Allied Universal Security Systems
 Universal Protection Service of Canada Co.
 Universal Protection Service of Canada Corporation
 Universal Protection Service of Canada Corporation., dba Allied Universal Security Services of Canada
 Universal Protection Service of Canada Co., dba Allied Universal Security Services of Canada Co.
 Universal Protection Service of Seattle, LLC
 Universal Protection Service of Seattle, LLC, dba Allied Universal Security Services
 Universal Protection Service, LLC
 Universal Protection Service, LLC, dba Allied Universal Risk Advisory and Consulting Services
 Universal Protection Service, LLC, dba Allied Universal Security Services
 Universal Protection Service, LLC, dba Allied Universal Security Services, LLC
 Universal Protection Service, LP
 Universal Protection Service, LP, dba Allied Universal Risk Advisory and Consulting Services
 Universal Protection Service, LP, dba Allied Universal Security Services
 Universal Protection Service, LP, dba Allied Universal Security Services, LP
 Universal Services of America, LP
 Universal Thrive Technologies, LLC
 Universal Thrive Technologies, LLC, dba Allied Universal Technology Services
 Universal Thrive Technologies, LLC, dba Allied Universal Monitoring and Response Center
 Universal Thrive Technologies, LLC, dba Thrive Intelligence
 U.S. Security Associates Holding Corp.
 U.S. Security Associates Holdings II Corp.
 U.S. Security Associates Holdings, Inc.
 U.S. Security Associates Staffing, Inc.
 U.S. Security Associates, Inc.
 U.S. Security Holdings, Inc.
 Vance Executive Protection, Inc.
 Vance International Consulting, Inc.

Umbrella Liability Carriers

Lloyds - Apollo Consortium - AAIN# AA-1122000 (85%)
 Lloyds - Hamilton Re, Ltd. - AAIN # AA3191190 (15%)

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: November 1, 2018

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 #050

This endorsement, effective 12:01 AM 11-1-18

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.

ENDORSEMENT #24

This endorsement, effective 12:01 AM 11-1-18

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.



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 11-01-2018

Policy No. RWD3001203-02

Endorsement No.

Insured ALLIED UNIVERSAL TOPCO, LLC

Insurance Company
XL Insurance America, Inc.

Countersigned by



WC 00 03 13
(Ed. 4-84)