

**SIXTH AMENDMENT TO THE  
AGREEMENT FOR PROJECT SERVICES BETWEEN THE CITY OF REDONDO  
BEACH AND CYPRESS SECURITY, LLC**

THIS SIXTH AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES ("Sixth 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 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, 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 Cypress Security, LLC to \$115,000; and

WHEREAS, on May 6, 2014, 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 Cypress Security, LLC to \$190,000; and

WHEREAS, on May 19, 2015, 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 Cypress Security, LLC to \$265,000; and

WHEREAS, on December 6, 2016, 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 Cypress Security, LLC'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.

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. **TERM.** Exhibits "B" through "B-5" of the Agreement are hereby amended to add Exhibit "B-6", which extends the Agreement to June 30, 2021. Exhibit "B-6" is attached hereto and incorporated by reference. Contractor shall commence and complete all services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B-6".
2. **COMPENSATION.** Exhibits "C" through "C-5" of the Agreement are hereby amended to add Exhibit "C-6" effective January 1, 2020, to increase the hourly rate to \$24.34 and overtime/holiday rate to \$36.51 to provide a total limit on the Contractor's compensation in the amount of \$548,481.50. Exhibit "C-6" is attached hereto and incorporated by reference. Contractor shall be compensated for the services described in Exhibit "A".
3. **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, and this Sixth 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, and this Sixth Amendment, the terms of this Sixth Amendment shall prevail.




IN WITNESS WHEREOF, the parties have executed this Sixth Amendment in Redondo Beach, California, as of this 19<sup>th</sup> day of November, 2019.

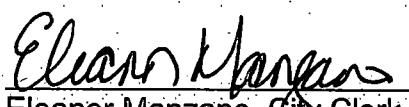
CITY OF REDONDO BEACH,  
a chartered municipal corporation

  
\_\_\_\_\_  
William C. Brand, Mayor

UNIVERSAL PROTECTION SERVICE, LP,  
a California limited partnership

By:   
\_\_\_\_\_  
Name: Steve Cullen  
Title: President

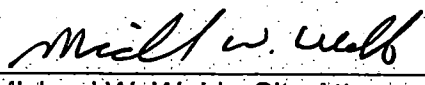
ATTEST:

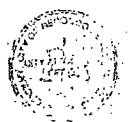
  
\_\_\_\_\_  
Eleanor Manzano, City Clerk

APPROVED:

\_\_\_\_\_  
Jill Buchholz, Risk Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael W. Webb, City Attorney



IN WITNESS WHEREOF, the parties have executed this Sixth Amendment in Redondo Beach, California, as of this 19<sup>th</sup> day of November, 2019.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

UNIVERSAL PROTECTION SERVICE, LP,  
a California limited partnership

\_\_\_\_\_  
William C. Brand, Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

APPROVED:

\_\_\_\_\_  
Eleanor Manzano, City Clerk

  
\_\_\_\_\_  
Jill Buchholz, Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael W. Webb, City Attorney



**EXHIBIT "B-6"**

**SCHEDULE FOR COMPLETION**

**TERM.** The term of this Agreement shall be extended to June 30, 2021, unless otherwise terminated as herein provided.



## EXHIBIT "C-6"

### 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                 | Regular Hourly Rate | Holiday/Overtime Hourly Rate |
|----------------------------------|---------------------|------------------------------|
| January 1, 2020 to June 30, 2021 | \$24.34             | \$36.51                      |

2. **NOT TO EXCEED AMOUNT.** In no event shall Contractor's compensation exceed \$548,481.50 during the entire term of the Agreement.
3. **METHOD OF PAYMENT.** Contractor shall provide invoices to City for approval and payment detailing the hours worked, applicable hourly rate, and services performed during the prior month. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor 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 Contractor shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor: Universal Protection Service, LP  
700 S. Flower St, Suite 400  
Los Angeles, CA 90017  
Attention: Felix Guerrero, Client Manager

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)  
10/31/2019

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).

|   |  |
|---|--|
| <b>PRODUCER</b><br>MARSH USA INC<br>1717 Arch Street<br>Philadelphia, PA 19103<br>Attn: Philadelphia.certs@marsh.com / Fax: (212) 948-0360                  | <b>CONTACT</b><br>NAME:<br>PHONE (A/C, No., Ext):<br>FAX (A/C, No.):<br>E-MAIL:<br>ADDRESS:  |
| CN118025105-AUS-GAWU-19-20  | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A : Lexington Insurance Company<br>INSURER B : Greenwich Insurance Company<br>INSURER C : XL Insurance America<br>INSURER D : Indian Harbor Insurance Company<br>INSURER E : XL Specialty Insurance Company<br>INSURER F : |
| <b>INSURED</b><br>Allied Universal Topco, LLC<br>(See Attached for Additional Named Insureds)<br>161 Washington Street, Suite 600<br>Conshohocken, PA 19428 | <b>NAIC #</b><br>19437<br>22322<br>24554<br>36940<br>37885   |

**COVERAGES**      **CERTIFICATE NUMBER:** CLE-006453532-04      **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><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> CONTRACTUAL LIABILITY<br><input checked="" type="checkbox"/> SIR \$1,750,000<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC<br>OTHER: |                    | 082695264                                 | 11/01/2019               | 11/01/2020               | EACH OCCURRENCE \$ 10,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$ 10,000,000<br>GENERAL AGGREGATE \$ 10,000,000<br>PRODUCTS - COMP/OP AGG \$ 10,000,000<br>\$ |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY   |                    | RAD9437818-03                             | 11/01/2019               | 11/01/2020               | COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| D        | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$   |                    | RES9437994<br>EXCESS OF GENERAL LIABILITY | 11/01/2019               | 11/01/2020               | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000<br>\$  |
| C<br>E   | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br>N N/A       | RWD3001203-03(AOS)<br>RWR3001204-03(WI)   | 11/01/2019<br>11/01/2019 | 11/01/2020<br>11/01/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>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: 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.

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

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# **ADDITIONAL REMARKS SCHEDULE**

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

## **ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

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

**First Named Insured:**

Allied Universal Topco, LLC

**Additional Named Insureds:**

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  
 Allied Security Holdings LLC  
 Allied Universal Holdco LLC  
 Andrews International Government Services, Inc.  
 Andrews International Government Services, Inc., dba Allied Universal Risk Advisory and Consulting Services  
 Apollo Security International, Inc.  
 C & D Enterprises, Inc.  
 FJC Security Services, Inc.  
 FJC Security Services, Inc., dba Allied Universal Security Services  
 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  
 Intelligent Access Systems of North Carolina, LLC, dba Allied Universal Technology Services  
 Intelligent Access Systems of North Carolina, LLC, dba Securadyne Systems Mid-Atlantic  
 Peoplemark, Inc.  
 Peoplemark, LLC  
 Securadyne Systems Intermediate LLC  
 Securadyne Systems Intermediate LLC, dba Allied Universal Technology Services  
 Securadyne Systems Texas LLC  
 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.  
 Staff Pro Inc., dba Allied Universal Event Services  
 Surveillance Specialties, Ltd.  
 Surveillance Specialties, Ltd., dba Allied Universal Technology Services  
 Surveillance Specialties, Ltd., dba Securadyne Systems Northeast  
 Universal Building Maintenance, LLC  
 Universal Building Maintenance, LLC, dba Allied Universal Janitorial Services  
 Universal Protection Security Systems, LP  
 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 Co., dba Allied Universal Security Services of Canada Co.  
 Universal Protection Service of Canada Corporation



# **ADDITIONAL REMARKS SCHEDULE**

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

## **ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

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

Universal Protection Service of Canada Corporation., dba Allied Universal Security Services of Canada  
 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 Protection Service of Seattle, LLC  
 Universal Protection Service of Seattle, LLC, dba Allied Universal Security Services  
 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, Inc.  
 U.S. Security Associates, Inc., dba Allied Universal Risk Advisory and Consulting Services  
 U. S. Security Associates Aviation Services, Inc.  
 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 Holdings, Inc.  
 Vance Executive Protection, In.  
 Vance International Consulting, Inc.

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**

| <b>Additional Insured(s)</b>  | <b>Work</b>    |
|---|----------------|
| 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, 2019

### 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 11/01/2019

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.

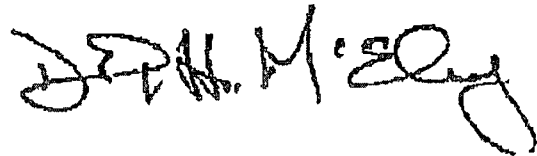
**D.** The additional insured must see to it that:

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.



\_\_\_\_\_  
Authorized Representative OR  
Countersignature (if relates where applicable)

LEXDOC021  
LX0404

**ENDORSEMENT #24**

This endorsement, effective 12:01 AM 11/01/2019

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)

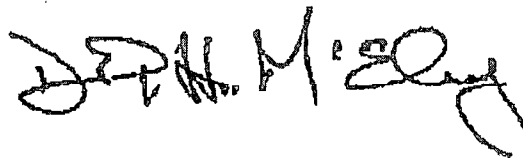
The TRANSFER OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – CONDITIONS) is amended by the addition of the following:

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.

LEXDOC021

LX0404



Authorized Representative OR  
Countersignature (in states where applicable)

**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 11-01-2019

Policy No. RWD3001203-03

Endorsement No.

Insured ALLIED UNIVERSAL TOPCO, LLC

Insurance Company  
XL Insurance America, Inc.

Countersigned by



**WC 00 03 13**  
(Ed. 4-84)