

GRANITE STATE INSURANCE COMPANY

175 Water Street 18th Floor
New York, NY 10038

COMMON POLICY DECLARATIONS

POLICY NUMBER: 02 LX 080837450 0

PREVIOUS POLICY NUMBER: 02LX921749941

| COMPANY NAME | PRODUCER NAME |
|--|--|
| Granite State Insurance Company 175 Water Street 18th Floor New York, NY 10038 | Joseph Chiarello & Co Inc 25 Deforest Avenue Suite 208 Summit, NJ 07901 |

00030625

NAMED INSURED: Foothills Public Shooting Complex of Cleveland County

MAILING ADDRESS: PO Box 1210
Shelby, NC 28151

POLICY PERIOD: FROM 09/23/2018 TO 09/23/2019

AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

BUSINESS DESCRIPTION Outdoor Shooting Range

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

| | PREMIUM |
|--|-------------------|
| COMMERCIAL GENERAL LIABILITY COVERAGE PART | \$3,188.00 |
| TERRORISM - CERTIFIED ACTS (GENERAL LIABILITY) | \$12.00 |
| TOTAL: | \$3,200.00 |

SCHEDULE OF FORMS AND ENDORSEMENTS

| | |
|--|--------------------------------------|
| POLICY NUMBER: 02 LX 080837450 0 | EFFECTIVE DATE: 09/23/2018 |
|--|--------------------------------------|

NUMBER **TITLE**

COMMON

| | |
|------------------|--|
| 96556 (01-15) | Policyholder Disclosure Notice of Terrorism Insurance Coverage |
| 91222 (04-13) | Policyholder Notice |
| IL DS 00 (09-08) | Common Policy Declarations |
| 89644 (06-13) | Economic Sanctions Endorsement |
| IL 00 03 (09-08) | Calculation Of Premium |
| IL 00 17 (11-98) | Common Policy Conditions |
| IL 00 21 (09-08) | Nuclear Energy Liability Exclusion Endorsement (Broad Form) |
| IL 09 85 (01-15) | Disclosure Pursuant To Terrorism Risk Insurance Act |
| 118477 (03-15) | Policyholder Notice Taxes, Assessments And/Or Surcharges |
| 78711 (03-18) | Addendum To The Declarations |

GENERAL LIABILITY

| | |
|---------------------------|--|
| CG DS 01 (10-01) | Commercial General Liability Declarations |
| GL MANUSCRIPTx (01-02) | General Liability Manuscript Endorsement |
| CG 24 04 (05-09) | Waiver Of Transfer Rights Of Recovery Against Others To Us |
| 102158 (08-14) | Crisis Response Coverage Extension Endorsement (With Acts Of Nature) |
| 113513 (03-13) | Physical Abuse, Sexual Abuse Or Molestation Exclusion Endorsement |
| 58332 (08-07) | Total Lead Exclusion |
| 61712 (12-06) | Additional Insured - Where Required Under Contract Or Agreement |
| 62898 (07-12) | Radioactive Matter Exclusion |
| 64004 (07-12) | ERISA Exclusion |
| 76170 (08-99) | Firearms Instructors Professional Liability Endorsement |
| 78689 (07-03) | Fungus Exclusion |
| 82540 (07-12) | Asbestos And Silica Exclusion Endorsement |
| CG 00 01 (04-13) | Commercial General Liability Coverage Form |
| CG 20 01 (04-13) | Primary And Noncontributory - Other Insurance Condition |
| CG 21 06 (05-14) | Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception |
| CG 21 47 (12-07) | Employment-Related Practices Exclusion |
| CG 21 65 (12-04) | Total Pollution Exclusion With A Building Heating, Cooling And Dehumidifying Equipment Exception And A Hostile Fire Exception |
| CG 21 70 (01-15) | Cap on Losses From Certified Acts of Terrorism |

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m.:
Forms a part of Policy No.:

**CRISIS RESPONSE COVERAGE EXTENSION ENDORSEMENT
(INCLUDING ACTS OF NATURE)**

THIS COVERAGE EXTENSION ENDORSEMENT EXTENDS COVERAGE TO PROVIDE FOR "CRISIS RESPONSE COSTS" AND "CRISIS MANAGEMENT LOSS" IN THE EVENT OF A "CRISIS EVENT" AS DEFINED HEREIN. THE LIMITS OF INSURANCE PROVIDED FOR SUCH COVERAGE ARE IN ADDITION TO THE LIMITS OF INSURANCE PROVIDED IN THE DECLARATIONS OF THIS POLICY.

Schedule

CRISIS RESPONSE NOTIFICATION TELEPHONE NUMBER: 877-244-3100

| Crisis Response Coverage Extension | Limits of Insurance | |
|---|----------------------------|---------------------|
| Crisis Response Aggregate Limit | \$250,000 | |
| Each Crisis Response Costs Limit | \$250,000 | Each "Crisis Event" |
| Each Crisis Management Loss Limit | \$50,000 | Each "Crisis Event" |

Notwithstanding any provisions to the contrary in the policy to which this Coverage Extension is attached, subject to the Limits of Insurance as shown in the above Schedule and in accordance with the terms and conditions set forth in this Coverage Extension, the policy is extended to provide "crisis response costs" and "crisis management loss" resulting from a "crisis event".

SECTION I. - CRISIS RESPONSE COVERAGE EXTENSION

- A. We will reimburse you or pay on your behalf reasonable and necessary "crisis response costs" and/or "crisis management loss" arising out of:
1. "Bodily injury", "property damage", "personal and advertising injury" or "sexual misconduct"; or
 2. An imminent threat of "bodily injury", "property damage", "personal and advertising injury" or "sexual misconduct";

But only with respect to a "crisis event" to which this Coverage Extension applies.

The amount we will reimburse you or pay on your behalf for such "crisis response costs" and/or "crisis management loss" is limited as described in SECTION III - CRISIS RESPONSE LIMITS OF INSURANCE. No self-insured retention or deductible shall apply to this Coverage Extension.

- B. We will reimburse you or pay on your behalf "crisis response costs" and/or "crisis management loss" arising out of a "crisis event" only if:

1. The "bodily injury", "property damage", "personal and advertising injury" or "sexual misconduct" or an imminent threat of "bodily injury", "property damage", "personal and advertising injury" or "sexual misconduct" takes place in the "coverage territory";
2. The "crisis event" commences to occur during the policy period, and
3. Such "crisis response costs" and/or "crisis management loss" are incurred within thirty (30) days after the commencement date of the "crisis event". The end of the policy period will not cut short this thirty (30) day period.

All related or interrelated "crisis events" shall be treated as one "crisis event" and shall be deemed to have occurred in their entirety when the first of such "crisis events" occurs.

SECTION II. – EXCLUSIONS

If this Coverage Extension is attached to a Commercial General Liability Coverage Form, the exclusions of the policy also apply to this Coverage Extension, except for the following Exclusions, which do not apply to this Coverage Extension: Expected or Intended Injury; Liquor Liability; Workers' Compensation And Similar Laws; Employer's Liability; Pollution; Aircraft, Auto or Watercraft; Mobile Equipment; Damage To Property; Damage to Your Product; Damage to Your Work; Damage To Impaired Property Or Property Not Physically Injured; and Recall Of Products, Work Or Impaired Property.

If this Coverage Extension is attached to a Professional Liability or Professional Errors and Omissions Policy, the exclusions of the policy also apply to this Coverage Extension, except for the following Exclusions, which do not apply to this Coverage Extensions: Bodily Injury; Property Damage; Personal and Advertising Injury; Dishonest, Fraudulent or Criminal Acts; Workers' Compensation And Similar Laws; Employer's Liability; Pollution; Aircraft, Auto or Watercraft; Prior Knowledge; Misappropriation of Funds; or Unfair Trade Practices.

SECTION III. – CRISIS RESPONSE LIMITS OF INSURANCE

- A. The Schedule above and the rules below establish the most we will reimburse or pay on your behalf for "crisis response costs" and "crisis management loss" regardless of the number of Insureds, "crisis events", or "affected persons".
- B. The Crisis Response Aggregate Limit is the most we will reimburse or pay on your behalf for the sum of all "crisis response costs" and "crisis management loss" under this Coverage Extension.
- C. Subject to Paragraph B. above, the Each Crisis Response Costs Limit is the most we will reimburse or pay on your behalf for all "crisis response costs" arising out of any one "crisis event".
- D. Subject to Paragraph B. above, the Crisis Management Loss Limit is the most we will reimburse or pay on your behalf for all "crisis management loss" arising out of any one "crisis event".

All "crisis events" or all related or interrelated "crisis events" will be deemed to be one "crisis event".

SECTION IV. – DEFINITIONS

The definitions of the policy apply to this Coverage Extension. However, the following additional definitions applicable to this coverage Extension supersede any similar definitions in the policy.

You and your refer to the Named Insured and we, us and our refer to the Company providing this insurance. Other words and phrases that appear in quotation marks have special meaning as follows:

| | | |
|----------------|-----------------------|-------------|
| 102158 (08/14) | ©All rights reserved. | Page 2 of 5 |
|----------------|-----------------------|-------------|

- A. "Affected persons" means those individuals, including your employees, who suffer direct "bodily injury", "property damage", "personal and advertising injury" or "sexual misconduct" or directly experience an imminent threat of "bodily injury", "property damage", "personal and advertising injury" or "sexual misconduct"
- B. "Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these at any time.
- C. "Coverage territory" means the United States of America, including its territories and possessions, Puerto Rico and Canada. "Coverage territory" shall also include "crisis events" occurring anywhere in the world if such "crisis event" occurs during an event officially sponsored, organized and controlled by you or during travel thereto or returning there-from.
- D. "Crisis event" means:
1. A man-made emergency situation or an emergency situation caused by an act of nature that involves "bodily injury", "property damage", "personal and advertising injury" or "sexual misconduct" or an imminent threat of "bodily injury", "property damage", "personal and advertising injury" or "sexual misconduct", sustained by an "affected person(s)", including, but not limited to:
 - a. arson;
 - b. an explosion or bombing;
 - c. the taking of hostages;
 - d. a mass shooting;
 - e. terrorism (if covered under the policy only);
 - f. intentional contamination of food, drink, or pharmaceuticals;
 - g. a building, structure or forest fire;
 - h. a building, structure or equipment collapse;
 - i. an automobile, watercraft or aircraft accident;
 - j. an avalanche;
 - k. flood;
 - l. earthquake;
 - m. any event that results in dismemberment, permanent paralysis or traumatic brain injury to an individual
 - n. mud slide; or
 - o. a drowning, in a natural or man-made body of water
 2. Adverse media coverage of any kind which first occurs during the policy period and results from an emergency situation described in Subparagraph 1. above, regardless of when such emergency situation occurs.

- E. "Crisis management firm" means a public relations firm or crisis management firm, assigned or approved by us in writing that is hired by you to perform services of the type covered under "crisis management loss" in connection with a "crisis event".
- F. "Crisis management loss" means reasonable and necessary fees and expenses charged by a "crisis management firm" or your employees in providing public relations and media management services for the purpose of maintaining and restoring public confidence in you. These expenses may include printing, advertising, or mailing of materials to manage reputational risk. This does not include the salaries of your employees.

"Crisis management loss" shall not include "crisis response costs" or "defense costs".

- G. "Crisis response costs" means:

1. Reasonable and necessary "emergency transport expenses", "emergency psychology expenses", funeral expenses, travel expenses, and temporary living expenses incurred by you to provide relief and/or support to "affected persons" and the immediate family members of such "affected persons";
2. Expenses incurred by you to secure the scene of a "crisis event"; and
3. Any other expenses pre-approved by the Company

"Crisis response costs" shall not include "defense costs" or "crisis management loss".

- H. "Defense costs" means legal fees and expenses incurred by you for legal advice or services sought in anticipation of, or upon actual receipt of, a claim alleging liability and seeking damages for "bodily injury", "property damage", "personal and advertising injury" or "sexual misconduct" or an imminent threat of "bodily injury", "property damage", "personal and advertising injury" or "sexual misconduct".

- I. "Emergency transport expenses" means reasonable and necessary emergency transport expenses, occurring within 24-hours after a "crisis event", to transport an "affected person" sustaining "bodily injury" or "sexual misconduct" in a "crisis event" to a medical treatment facility.

- J. "Emergency psychology expenses" means reasonable and necessary expenses for psychology or counseling services provided to "affected persons" and incurred within the first fourteen (14) days of a "crisis event". This does not include the costs or expenses of any medications or hospitalizations. Such psychology or counseling services must be approved by the "crisis management firm".

- K. "Property damage" means:

1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
2. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "crisis event" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media including cloud stored data which are used with electronically controlled equipment.

- L. "Sexual misconduct" means any sexual act (even if consensual) including, but not limited to, sexual abuse, sexual molestation, sexual harassment, sexual misconduct, sexual assault, sexual victimization, sexual intimacy, sexual contact, sexual advances, sexual exploitation, requests for sexual favors, verbal or physical conduct of a sexual nature, coercion to engage in sexual activities and licentious or immoral misconduct.

SECTION V. - CONDITIONS

The general and/or common conditions of the policy apply to this Coverage Extension. However, the following conditions applicable to this Coverage Extension supersede any similar conditions in the policy to the contrary.

A. Insured's Duties in the Event of a "Crisis Event"

1. You must see to it that we are notified by telephone within twenty-four (24) hours of a "crisis event" which may result in "crisis response costs" or "crisis management loss". The call must be made to the phone number indicated in the Schedule of this Coverage Extension. If necessary, we will provide you with an approved "crisis management firm" unless we agree to accept a "crisis management firm" that you have selected.
2. Thereafter you must provide written notice, as soon as practicable. To the extent possible, this written notice should include:
 - a. How, when and where the "crisis event" took place;
 - b. The names and addresses of any "affected parties" and witnesses; and
 - c. The nature and location of any injury or damage arising out of the "crisis event".
3. If reimbursement is sought directly by you, you must submit a claim for reimbursement of "crisis response costs" and "crisis management loss" within ninety (90) days after incurring such "crisis response costs" or "crisis management loss". Such claim(s) must include invoices and/or receipts supporting such "crisis response costs" or "crisis management loss" for each and every expense in excess of fifty (50) dollars.
4. Written notice and claim submission as required in Paragraphs 1. and 2. of this section, respectively, shall be mailed or delivered to:

Attn: Crisis Response Dept
175 Water Street, 20th Floor
New York, NY 10038

B. Anti-Stacking Provision

If "crisis response costs" and/or "crisis management loss" provided by this Coverage Extension are also provided by any other insurance issued to you by us or any of our affiliated companies (whether or not such costs or loss are referred to using these same terms), the maximum limit of insurance under all insurance available shall not exceed the highest applicable limit of insurance available under any one policy or endorsement. This condition does not apply to any other insurance issued by us or any of our affiliated companies specifically intended to apply as excess insurance over this Coverage Extension.

All other terms and conditions of the policy remain the same.

Authorized Representative

| | | |
|----------------|-----------------------|-------------|
| 102158 (08/14) | ©All rights reserved. | Page 5 of 5 |
|----------------|-----------------------|-------------|