



Legal Department

American Electric Power
1 Riverside Plaza
Columbus, OH 43215-2373
AEP.com

March 24, 2023

Ms. Tanowa Troupe, Secretary
Ohio Power Siting Board
180 East Broad Street
Columbus, Ohio 43215-3793

Hector Garcia
Senior Counsel –
Regulatory Services
(614) 716-3410 (P)
hgarcia1@aep.com

**RE: Proof of Compliance with Condition
Case No. 22-0752-EL-BLN
Lee Extension 138 kV Transmission Line Project**

Dear Ms. Troupe:

In satisfaction of Condition (2) of the Staff Report for this Project, AEP Ohio Transmission Company, Inc. submits this notice and attachment to inform you the Kanawha River Railroad, LLC has granted a temporary Right of Entry agreement for the above-referenced Project.

If you have any questions regarding this information, please do not hesitate to contact me.

Respectfully submitted,

/s/ Hector Garcia

Hector Garcia (0084517), Counsel of Record
Counsel for AEP Ohio Transmission Company, Inc.

cc: John Jones, Counsel OPSB Staff
Jon Pawley, OPSB Staff

RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is dated as of 3/22/2023, (“Effective Date”) by and between the following:

Railroad

Railroad:	Kanawha River Railroad, L.L.C.
Entity:	a Delaware corporation
Mailing Address:	315 W. Third Street
City, State, Zip:	Pittsburg, KS 66762

And

Licensee

Licensee:	AEP Ohio Transmission Company, Inc.
Entity:	an Ohio corporation
Mailing Address:	1 River Plaza
City, State, Zip:	Columbus, OH 43215

WHEREAS, Licensee has requested permission to enter upon the property of Railroad; and

WHEREAS, Railroad is willing to grant a temporary Agreement for such entry, subject to the terms and conditions hereinafter set forth.

NOW THEREFORE, Railroad and Licensee, intending to be legally bound, agree as follows:

1. PERMISSION, LOCATION & ACCESS:

Railroad hereby grants to Licensee, an agreement to enter upon Railroad property for the purpose of temporary access of 8,000 square feet to clear vegetation in a southern direction parallel to the tracks starting 2,094 feet north of Mile Post 92 and 102 feet north of the centerline of State Route 681, more particularly described and shown on said Application for Right of Entry Agreement and site map marked **Exhibit A** and incorporated by reference herein, located in the City of Albany, County of Athens, State of Ohio.

2. LIABILITY:

Licensee hereby releases and will protect, defend, indemnify and save harmless, Railroad and its subsidiaries, and their officers, agents and employees, against all claims, liabilities, demands, actions at law and equity, judgments, settlements, losses, damages and expenses of every character whatsoever (hereinafter collectively referred to as “Claims”) for injury (including death) sustained by the officers, agents and employees of Railroad and its subsidiaries, Licensee and any officers, agents and employees of Licensee, and all other persons whomsoever, and for damage to or loss or destruction of property of any kind by whomsoever owned, caused by, resulting from, arising out of, or occurring in connection with the entry or presence of Licensee and its officers, agents and employees on Railroad property or incidental to or appertaining thereto, and whether or not such injury (including death) and such damage to or loss or destruction of property are due to or chargeable to, in whole or in part, any alleged active or passive negligence or participation in the wrong or upon any alleged breach of any statutory duty or obligation by Railroad or any subsidiary, including their officers, agents and employees. As a result of any such Claims, Licensee will assume at its own expense, on behalf of Railroad and its subsidiaries, and their officers, agents and employees, the defense of any such Claims which may be brought against said parties and pay on behalf of said parties the amount of any settlement agreed upon, judgment that may be

entered, and any other amounts assessed in connection therewith, plus all costs and expenses involved as aforementioned.

3. ALL EXPENSES TO BE BORNE BY LICENSEE

The Licensee shall bear any, and all costs and expenses associated with any work performed by the Licensee, or any costs or expenses incurred by the Railroad relating to this Agreement. All work performed by Licensee on Railroad's property shall be performed in a manner satisfactory to the representative local General Manager or the Railroad or their authorized representative.

4. CONSIDERATION

Licensee will pay to Railroad, the sum of One Thousand Three Hundred Fifty and No/100 Dollars (\$1,350.00) as a one-time document processing fee and Two Thousand One Hundred Fifty and No/100 Dollars (\$2,150.00) as a one-time fee.

5. ENTRY UPON PROPERTY

Licensee shall enter the Railroad's Property in any given instance only pursuant to an approved Application. Prior commencement of any work on or about Railroad's Property shall be deemed trespassing, Licensee shall notify Railroad (contact information outlined below), at least fourteen (14) working days in advance to review necessity and availability of protection services for the proposed work before entering upon or starting any work upon Railroad property. No entry or use of Railroad property will be permitted until this Agreement is executed by Railroad, charges hereunder paid, evidence of any insurance coverage required under Exhibit B hereof has been received and accepted by Railroad, and permission received from the Real Estate Department.

Railroad Representative Contact Information

Railroad Division Engineer Phone:	(205) 504-3242
Railroad Roadmaster Phone:	(304) 550-6824
Real Estate Department Email:	realestate@watco.com

6. RAILROAD OPERATIONS / FLAGGING

- a. No work or operations of Licensee shall cause any interference with the constant, continuous and uninterrupted use of the tracks, property, facilities and operations of the Railroad, it's lessees, licensees, or others, unless specifically permitted under this agreement, or specifically authorized in advance by Railroad. Nothing shall be done or suffered to be done by the Licensee at any time that could in any manner impair the safety thereof. When not in use, Licensee's machinery and materials shall be kept at least 50 feet from the centerline of Railroad's nearest track. If in the opinion of the Railroad, conditions warrant at any time, Railroad will provide flag protection, signal/communication line protection and engineering inspection and/or observation at the sole expense of Licensee and Licensee will pay to Railroad the full cost and expense, therefore.
- b. In no event shall equipment or material be transported across Railroad track or tracks without special permission and with advance notice of at least fourteen (14) days so that Railroad may arrange for necessary flag protection. Such permission shall be obtained from Railroad Real Estate Department or their designated representative. Licensee agrees not to enter upon or foul track until given signal to do so by Railroad's flagman. When Licensee has persons and equipment working within 25 feet on either side of the Railroad track centerline, Federal Regulations mandate protection must be provided by qualified Railroad flagman. Equipment with extensions, such as a crane boom, that are near enough to reach within 25 feet of the track also require the proper protection. Contractor agrees to notify Railroad Roadmaster at least 72 hours in advance of Contractor commencing its work and at least 48 hours in advance of proposed performance of any work by the Contractor in which any person or equipment will be within 25 feet of any track or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within 25 feet of any

track. Upon actual receipt of such notice, the Railroad representative will determine the necessity and availability of flagmen and inform the Licensee whether a flagman will be present and whether the Licensee will implement any special protective or safety measures. Licensee must contact the Railroad a minimum of 48 hours prior to entry on Railroad's Property, unless stipulated in order to schedule and receive approval from the Railroad Roadmaster to provide the protection.

- c. All operations of Licensee shall be carried on in such a manner so as not to interfere with Railroad property and operations or the use of any Railroad facilities. If in the opinion of the Real Estate Department or their designated representative, conditions warrant at any time, Railroad will provide flag protection, signal/communication line protection, monitors, observers and engineering inspection at the expense of Licensee and Licensee will pay to Railroad, the full cost and expense, therefore.

7. CLEARANCES

All equipment working on or material in use upon the property of Railroad shall be kept at all times not less than 15 feet from the nearest rail of any track, or as subsequently modified in writing by Railroad Real Estate Department or their designated representative. Licensee shall conduct its operations so that no part of its equipment shall foul an operating track, transmission, signal or communication line, or any other structure of Railroad.

8. RESTORATION OF PREMISES

During the term of this agreement, and before termination, Railroad property shall be kept and restored by Licensee to its original condition or, left in a condition satisfactory to Railroad Operations Department and Railroad Real Estate Department, or their designated representative. No conditions shall be created or allowed to exist which would be averse to Railroad's property. This includes, without limitation, immediate restoration of any fences removed.

9. CORRECTIVE MEASURES

If Licensee fails to take any corrective measures requested by Railroad in a timely manner, or if an emergency situation is presented which, in Railroad's judgment, requires immediate repairs to the Facilities, Railroad, at Licensee's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

10. ENVIRONMENTAL MATTERS

Licensee assumes all responsibility for any environmental obligations imposed under applicable laws, regulations, ordinances, or other requirements of federal, state and local governmental authorities relating to (a) any contamination of any property, water, air or groundwater arising or resulting, in whole or in part, from Licensee's operation or use of Railroad's property pursuant to this Agreement.

11. TERM OF AGREEMENT

Railroad reserves the right to revoke this Agreement at any time. Unless modified or earlier terminated, this Agreement will expire thirty (30) days from the date hereof. Licensee will notify Railroad Real Estate Department when use of the property or work is completed. Under NO Circumstances shall this Agreement be construed as granting Licensee any right, title or interest of any kind or character in or about the land or premises of Railroad.

12. INSURANCE

In addition to any other forms of insurance or bonds required under this Agreement and except to the extent that any of the requirements of this section are expressly waived or revised in writing by Railroad, Licensee, prior to the commencement of any work pursuant to this Agreement and throughout the term of this Agreement, shall at its own cost and expense, fully comply, or cause its contractor(s) to comply with and maintain insurance of the following kinds and amounts to deliver to Railroad Real Estate Department satisfactory evidence of such insurance as outlined in **Exhibit B**.

13. ENTIRE AGREEMENT

This Agreement contains the entire agreement of Railroad and Licensee and supersedes any prior understanding or agreement between Railroad and Licensee respecting the subject matter hereof; and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect.

14. NOTICES

Any Notice required or permitted to be served under the terms of this Agreement shall be sent by certified mail, postage fully prepaid, and return receipt requested, to the parties at the following addresses:

To Railroad: Kanawha River Railroad, L.L.C.
315 West 3rd Street
Pittsburg, KS 66762
Attn: Manager - Real Estate

To Licensee: AEP Ohio Transmission Company, Inc.
8600 Smith's Mill Road
New Albany, OH 43054
Attn: Trey Bergeret

or at such other address as the respective parties may from time to time give notice of.

15. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. This Agreement may be validly executed and delivered by telephonic facsimile transmission, e-mail transmission, or other electronic means including, without limitation, through the use of DocuSign or similar service, and the signatures on such electronic copies, whether generated electronically or manually, shall be deemed to be original signatures.

16. CONSTRUCTION OBSERVATION

Furthermore, Railroad may require Licensee and/or its Contractor to secure construction observation through Railroad's approved observer named below during all construction and installation work. Licensee is to directly contact and coordinate services with Railroad's approved observer.

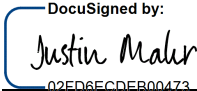
RailPros Field Services
Email: Watco.Utility@railpros.com
682-223-5271

Signatures on following page

KNWA199

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth on the first page.

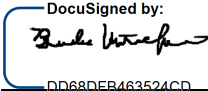
KANAWHA RIVER RAILROAD, L.L.C.
(as Railroad)

By:  02ED6ECDEB00473...

Name: Justin Mahr

Title: Sr. Manager Real Estate - Contracts

AEP OHIO TRANSMISSION COMPAY, INC.
(as Licensee)

By:  DD68DEB463524CD...

Name: Brenda Unternaher

Title: Manger, Transmission Right of Way,
American Electric Power Service
Corporation, Authorized Signer

Case Number: 68894

KAW: 3/21/2023



KNWA199

Exhibit A*Exhibit A on the following page***Summary Table**

1.	Agreement #	KNWA199
2.	Railroad	Kanawha River Railroad, L.L.C.
3.	Licensee	AEP Ohio Transmission Company, Inc.
4.	Description of Work	Temporary access of 8000 sq ft to clear vegetation in a southern direction parallel to the tracks starting 2094 ft N MP 92 and 102 ft N c/l State Route 681
5.	City, County, State	Albany, Athens, OH
6.	Mile Post	91.603
7.	Latitude/Longitudinal Coordinates	39.2224480000 / -82.1948820000
8.	Date Exhibit A created	03/15/2023
9.	Exhibit Author	LRV

STATEMENT OF WORK

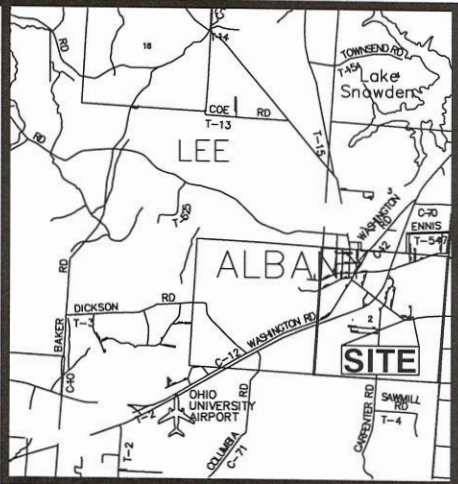
Hand crews will begin cutting brush within the ROW on the east and west side of the railroad north of 681. They will remove the brush by hand to be loaded into a 70 cubic yard semi chassis mounted grapple truck. Hand Crews will then move south side of 681 East of the rail road easement. Hand crews will use chainsaws to fell trees within the AEP Row and use a GEHL 540 articulating forwarder to remove material down the right of way to a the grapple truck. Any trees that are within the right of way that could potentially fall outside the right of way towards the rail road will be skipped until they can be assessed with a forester to give approval to cut. If approval is granted crews will choose the best combination of ropes and rigging to apply mechanical advantage to the tree to safely direct the tree away from the railroad while felling is completed.

A side trimming crew will then come through to trim any remaining over hang from the limits of disturbance to the sky. This will be completed using a Jaraff mechanical trimmer. Once side trimming is completed material will once again be removed from the right of way with a GEHL 540 forwarder to be Hauled off. After side trimming has been completed the crews and the forester will mark and tally any hazard trees that have the potential to break the minimum approach distance of the conductors if they fail. If given approval to do so crews will fell hazard trees by hand and again remove and a haul off debris as stated before. Lastly, a Takuchi TL12 skid loader with an FAE mulching head will be brought in to process any remaining scrubby brush and smaller debris to leave a clean finished product within the Right of way. This whole process will be conducted over approximately 2-3 days utilizing 4 crew members.

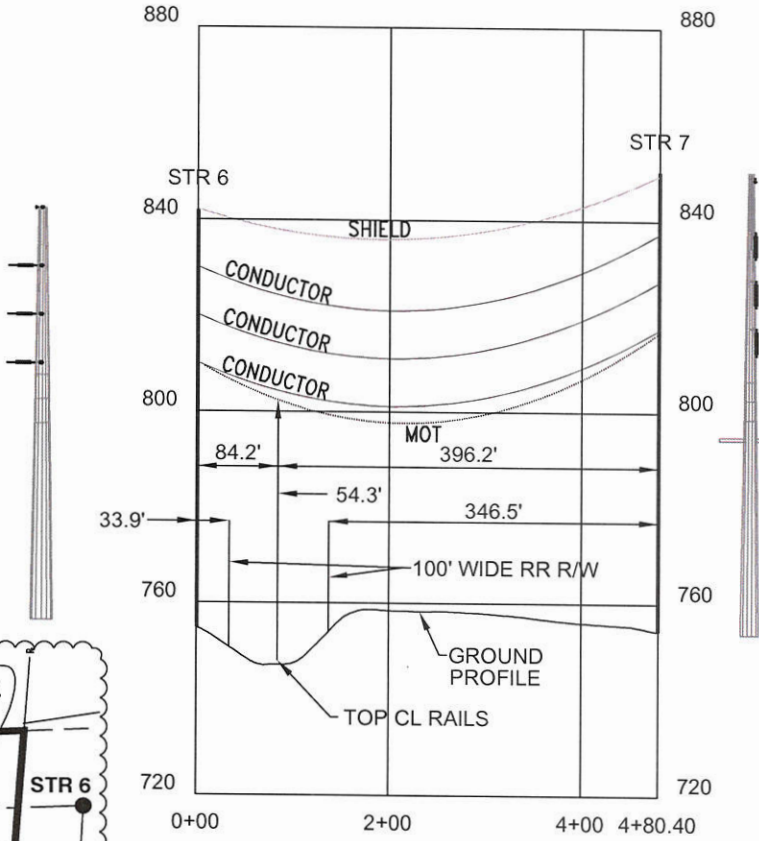


CONDUCTOR: DRAKE ACSR 795KCMIL 26/7 (138kv OPERATION & DESIGN)
ABC TOP TO BOTTOM PHASING
SHIELD WIRE: 7#8 ALUMOWELD
MOT=MAXIMUM OPERATING TEMPERATURE
NO GUYED STRUCTURES ON THIS LINE

EXHIBIT "A"

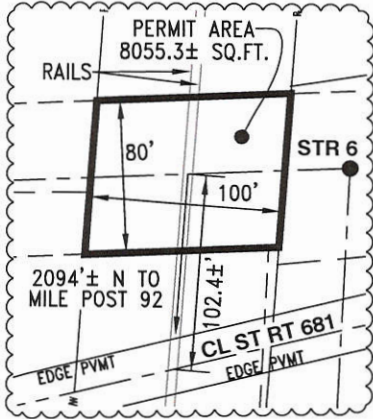


VICINITY MAP (NTS)



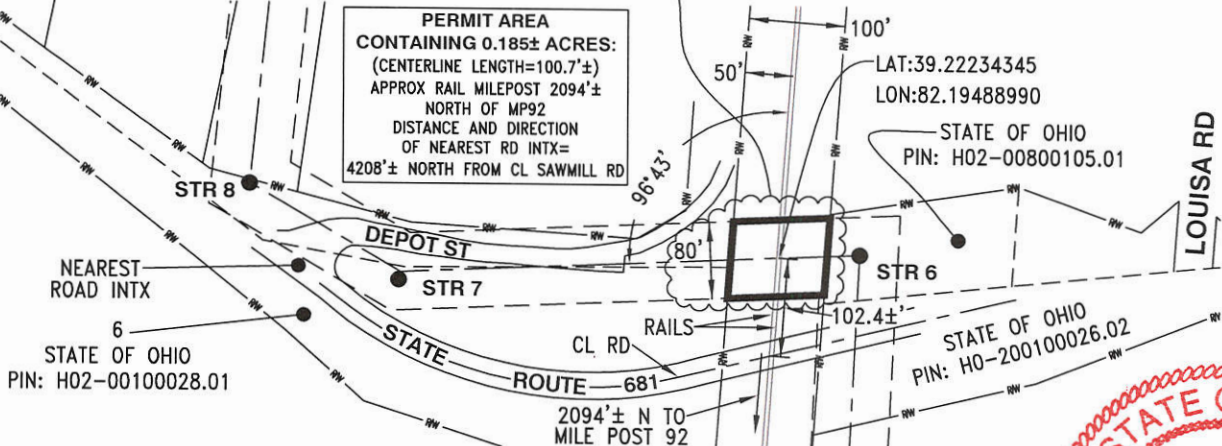
ADJACENT SPAN
LENGTH BETWEEN
STR 5 & STR 6=
413.6±'

ADJACENT SPAN
LENGTH BETWEEN
STR 7 & STR 8=
182.0±'



HORIZONTAL SCALE: 1" = 200'
VERTICAL SCALE: 1" = 40'

DETAIL "A"



HORIZONTAL SCALE: 1" = 200'

NOTES:

THIS DRAWING WAS PREPARED FOR THE LIMITED USE OF OHIO POWER COMPANY FOR EASEMENT PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A COMPLETE SURVEY OF THE PROPERTY. ROAD RIGHT OF WAY WIDTHS PER COUNTY ENGINEER OR ODOT UNLESS OTHERWISE NOTED.

BEARINGS SHOWN HEREON ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, OHIO SOUTH ZONE (NAD 83).

LEGEND	
---	POWER LINE RIGHT-OF-WAY LINE
---	CENTERLINE OF POWER LINE
---	ROAD/RAILROAD RIGHT-OF-WAY
---	PROPERTY LINE (APPROXIMATE)
[]	PERMIT AREA

EXLINE SURVEYING, INC.

10356 State Route 139
Jackson, Ohio 45640

Fax: (740) 286-0012
Phone: (740) 286-7024

JEFFREY L. CRAYCRAFT
PROFESSIONAL SURVEYOR 7932



3-3-2023
DATE

138Kv DESIGN & OPERATION
LINE NAME: LEE EXTENSION
LINE NUMBER: TLN380:OH213

OHIO POWER COMPANY			
KANAWHA RIVER RAILROAD CONTAINING 0.185± ACRES (100.7 LINEAR FEET)			
SITUATED IN THE STATE OF OHIO, COUNTY OF ATHENS, TOWNSHIP OF LEE LOCATED IN VILLAGE OF ALBANY, SECTION #2, TOWNSHIP #10, RANGE #15			
SCALE: AS NOTED	DATE: 3-3-2023	FILE: 20091B RAILROAD EXHIBIT	SHEET: 1 OF 1

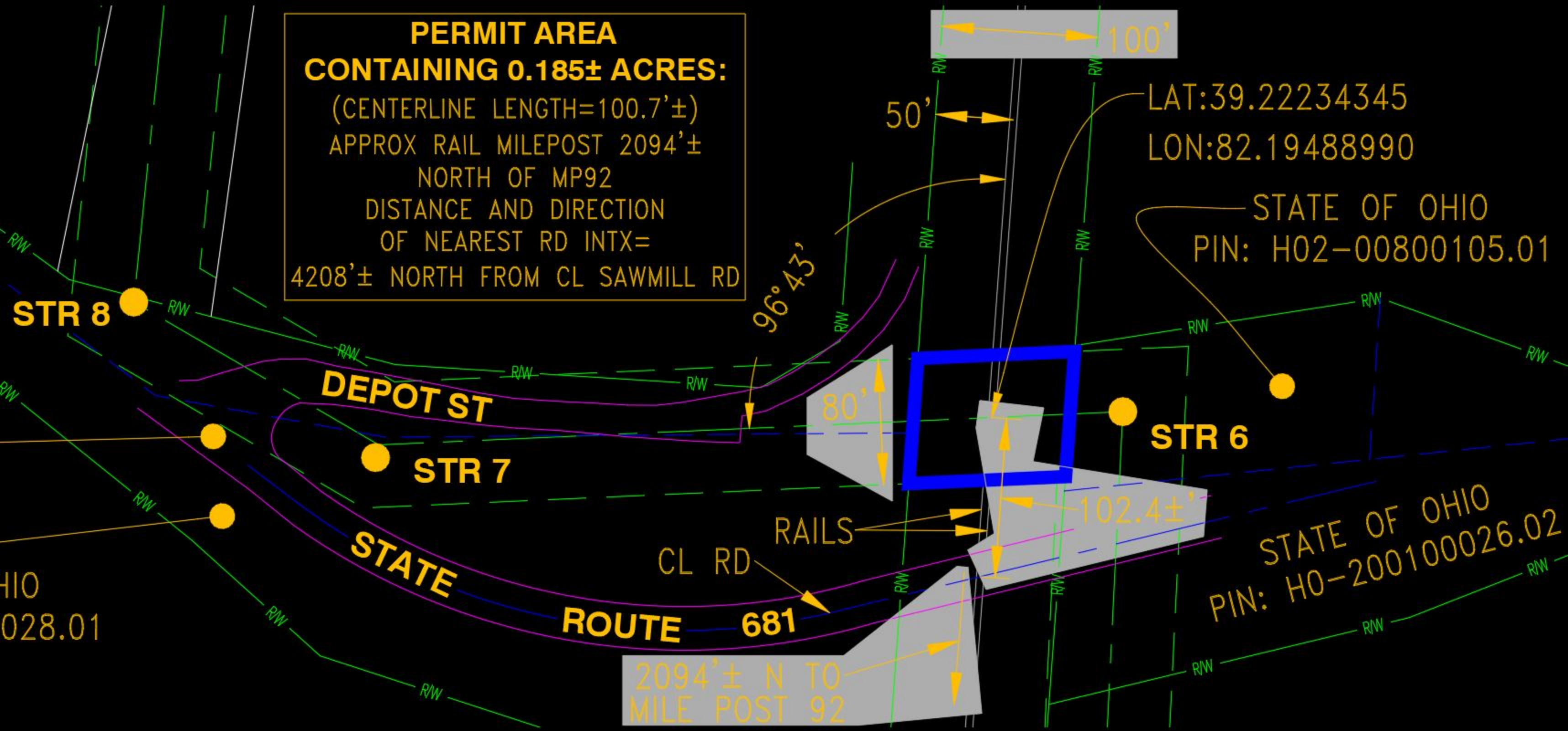


Exhibit B

INSURANCE REQUIREMENTS FOR: Right of Entry		
Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the insurance coverage identified below. Licensee must provide a Certificate of Insurance certifying that the insurance limits and coverages, with the appropriate endorsements, all as outlined below are in effect.		
<u>COVERAGE TYPE</u>	>	<u>MINIMUM COVERAGE</u>
Commercial General Liability (CGL)	>	\$1,000,000 Per Occurrence
Must include coverage for blanket contractual liability for the obligations assumed under contract including but not limited to:		
<ul style="list-style-type: none"> · Bodily injury and property damage · Fire legal liability · Pollution liability (sudden and accidental) · Emergency evacuation · The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of rail property, if applicable. · Any exclusions related to the explosion, collapse and underground hazards shall be removed. · No other endorsements limiting coverage may be included on the policy with regards to the work being performed under this agreement. 		
All Risk Property	>	Replacement Value
All risks property insurance covering all of Licensee's property including property in the care, custody or control of Licensee. Coverage shall include the following:		
<ul style="list-style-type: none"> · Issued on a replacement cost basis. · Include a standard loss payable endorsement naming Railroad as the loss payee as its interests may appear. 		
Automobile Liability	>	\$1,000,000 Combined Single Limit Each Occurrence
Coverage must extend to all owned, hired, and non-owned vehicles and must include coverage for blanket contractual liability for the obligations assumed under contract.		
If applicable, Motor Carrier Act Endorsement – Hazardous materials clean up (MCS-90) is required.		
Workers' Compensation	>	Statutory Limits where Services are to be performed
Employers Liability	>	\$1,000,000 Each Occurrence
	>	\$1,000,000 Disease Per Employee
Must include coverage for Longshoremen's and Harbor Workers' Compensation, if applicable, and coverage for Federal Employers' Liability Act, if applicable.		
Pollution Liability	>	Intentionally Omitted
Pollution Liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any "hazardous" material that injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.		
The policy shall provide for protection against claims for third-party bodily injury, property damage, environmental damage, and clean-up cost caused by pollution conditions resulting from actions taken under this contract.		
If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Licensee must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.		
Railroad Protective Liability	>	\$2,000,000 Per Occurrence
		\$6,000,000 Aggregate
Excess Liability Policy		\$5,000,000 Per Occurrence

Insurance Requirements continued on following page.

Certificate Holder and Endorsement Requirements

1. Railroad shall be listed as Certificate Holder as follows: Watco Companies, L.L.C., and its affiliates, subsidiaries and assigns 315 W. 3rd Street Pittsburg, KS 66762.
2. All aforementioned policies shall contain a blanket waiver of subrogation in favor of Certificate Holder, and an additional insured endorsement naming Certificate Holder as Additional Insured (with the exception of Workers' Compensation and Employer's Liability). All aforementioned policies shall be primary and non-contributory with respect to any insurance carried by Railroad.
3. If any policies are purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years and shall provide evidence of such coverage to Railroad, on an annual basis, during this additional three-year period.

Other Requirements

1. All policies required shall be written by a reputable insurance company reasonably acceptable to Railroad or with a Best's Guide Rating of A- and Class VII or better and authorized to do business in the state(s) in which Licensee is conducting business.
2. Licensee shall notify Railroad in writing at least thirty (30) days prior to any cancellation, non-renewal, and substitution or material alteration to any of the aforementioned policies.
3. Failure to provide evidence as required shall entitle, but not require, Railroad to terminate immediately.
4. Acceptance of a certificate that does not comply with this document shall not operate as a waiver of Licensee's obligations hereunder.
5. Licensee is not allowed to have a self-insure greater than \$250,000 without prior written consent of Railroad. If granted by Railroad, any deductible, self-insured retention or other similar financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensee liabilities that would otherwise, in accordance with the provisions of this document, be covered by Licensee's insurance will be covered as if Licensee elected not to include a deductible, self-insured retention or other financial responsibility for claims.
6. If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverage as set forth herein, naming Railroad as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Railroad to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Railroad herein.
7. Failure to provide evidence as required by this section shall entitle, but not require, Railroad to terminate this agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.
8. The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Railroad shall not be limited by the amount of the required insurance coverage.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/20/2022

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 McGriff Insurance Services, Inc. P.O. Box 10265 Birmingham, AL 35202	CONTACT NAME: PHONE (A/C, No, Ext): 800-476-2211 FAX (A/C, No): E-MAIL ADDRESS:														
INSURED American Electric Power Company, Inc. and all Subsidiaries 1 Riverside Plaza Columbus, OH 43215	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A :Old Republic Insurance Company</td> <td>24147</td> </tr> <tr> <td>INSURER B :Associated Electric & Gas Ins. Svcs.</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :Old Republic Insurance Company	24147	INSURER B :Associated Electric & Gas Ins. Svcs.		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:**YX6SUJTM**REVISION NUMBER:**

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZZ 316379	07/01/2021	07/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			MWTB 316377	07/01/2021	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			XL5130311P Aggregate as Applicable	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ \$ \$ \$ \$

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

Re: Right of Entry Agreement.

Certificate Holder is included as Additional Insured and Waiver of Subrogation applies except where not permissible by law if required by written contract, subject to policy terms, conditions and exclusions. For the General Liability and Auto Liability policies, Insurance is primary and non-contributory over any other collectable insurance if required by written contract subject to policy terms, conditions and exclusions. In the event of cancellation by the insurance companies the policies have been endorsed to provide 30 days Notice of Cancellation (except for non-payment) to the certificate holder shown below. The General Liability policies do not contain an exclusion for work within 50 feet of a railroad subject to policy terms, conditions and exclusions. The General Liability and Excess Liability policies include pollution liability coverage subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

Watco Companies, L.L.C., and its affiliates, subsidiaries and assigns 315 W. 3rd Street Pittsburg, KS 66762

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



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
11/29/2022

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 Aon Risk Services Central, Inc. St. Louis MO Office 4220 Duncan Avenue Suite 401 St Louis MO 63110 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS: <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Employers Insurance Company of Wausau</td> <td>21458</td> </tr> <tr> <td>INSURER B: Liberty Mutual Fire Ins Co</td> <td>23035</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Employers Insurance Company of Wausau	21458	INSURER B: Liberty Mutual Fire Ins Co	23035	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															
INSURED American Electric Power Company, Inc. and all Subsidiaries 1 Riverside Plaza Columbus OH 43215-2355 USA															

COVERAGES
CERTIFICATE NUMBER: 570096606289

REVISION NUMBER:

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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
A	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	N/A	WCC691544591072	12/01/2022	12/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
B	Excess WC			EW269N544591052 Ex. Work Comp SIR applies per policy terms & conditions	12/01/2022	12/01/2023	Statutory WC Included SIR \$500,000

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

CERTIFICATE HOLDER
CANCELLATION

Watco Companies, L.L.C. and its affiliates, subsidiaries and assigns 315 W. 3rd Street Pittsburg KS 66762 USA	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
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Holder Identifier :

Certificate No : 570096606289

AGENCY CUSTOMER ID: 570000075969
LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED American Electric Power Company, Inc.
POLICY NUMBER See Certificate Number: 570096606289		
CARRIER See Certificate Number: 570096606289	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance	
Additional Info	
States Applicable to Each Policy.	
Policy #WCC691544591072: AZ, CA, CO, DC, FL, GA, HI, KS, MN, MO, NC, ND, NE, PA, PR, SC, TN, WA, WI, WY	
Policy #EW269N544591052: AR, IL, IN, KY, LA, MI, OH, OK, TX, VA, WV	



EVIDENCE OF PROPERTY INSURANCE

2MSEJAAU

DATE (MM/DD/YYYY)

07/07/2022

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

AGENCY McGriff Insurance Services, Inc. P.O. Box 10265 Birmingham, AL 35202		PHONE (A/C, No, Ext): 800-476-2211	COMPANY See Attached	
FAX (A/C, No):	E-MAIL ADDRESS:			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #:				
INSURED American Electric Power Company, Inc. and all Subsidiaries 1 Riverside Plaza Columbus, OH 43215			LOAN NUMBER	POLICY NUMBER See Attached
			EFFECTIVE DATE 07/01/2022	EXPIRATION DATE 07/01/2023
			<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

PERILS INSURED

BASIC

BROAD

SPECIAL

COVERAGE / PERILS / FORMS

AMOUNT OF INSURANCE

DEDUCTIBLE

All risks of direct physical loss or damage, including Mechanical Breakdown, Flood, Earthquake and Named Windstorm, to insured property owned or in the care, custody or control of the Insured, subject to policy terms, conditions, sublimits and exclusions.

Replacement Cost

Varies

REMARKS (Including Special Conditions)

Certificate Holder is included as Loss Payee as their interests may appear, if required by written contract, subject to policy terms, conditions and exclusions.

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.

ADDITIONAL INTEREST

NAME AND ADDRESS

ADDITIONAL INSURED

LENDER'S LOSS PAYABLE

LOSS PAYEE

MORTGAGEE

LOAN #

Watco Companies, L.L.C., and its affiliates, subsidiaries and assigns
 315 W. 3rd Street
 Pittsburg, KS 66762

AUTHORIZED REPRESENTATIVE

American Electric Power Company
Property Program
July 1, 2022 - July 1, 2023

Carrier: Policy Number:

Associated Electric & Gas Insurance Services, Ltd. PO5307009P
General Security Indemnity Company of Arizona FA0058943-2022-1
Cedar Hamilton Limited CHPM22AA031A
QBE International Markets F22PYDH14334
Lloyd's of London Syndicates TRV 5000, Convex, Helvetia ME2222245
Lexington Insurance Company 15804836
Lloyd's of London Syndicates ARG 2121, AES 1225, HDU 0382, ME2232020
Lloyd's Syndicate 1183, Talbot Underwriting Ltd. AJR091749P22
Lloyd's of London Syndicate LRE 3010 ME2222414

Several Liability Notice:

The subscribing insurers' obligations under policies to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.



Legal Department

American Electric Power
1 Riverside Plaza
Columbus, OH 43215-2373
AEP.com

February 15, 2023

Watco Companies, L.L.C., and its affiliates
Attn: Mrs. Patti Myers
315 West 3rd Street,
Pittsburg, Kansas 66762

Marland L. Turner
Senior Counsel
(614) 716-2920 (P)
Mltturner1@aep.com

Re: Wholly-Owned Subsidiaries of American Electric Power Company, Inc.

Dear Mrs. Meyers:

This letter reaffirms that Public Service Company of Oklahoma is a wholly-owned subsidiary of American Electric Power Company, Inc. Additionally, below is a list of current wholly-owned subsidiaries of American Electric Power Company, Inc.

- American Electric Power Service Corporation
- AEP Generating Company
- AEP Ohio Transmission Company, Inc.
- AEP Texas Inc.
- Appalachian Power Company
- Indiana Michigan Power Company
- Kingsport Power Company
- Kentucky Power Company
- Ohio Power Company
- Public Service Company of Oklahoma
- Southwestern Electric Power Company
- Wheeling Power Company
- AEP Energy Supply LLC
- AEP Transmission Holding Company, LLC

Respectfully,

Marland L. Turner
Senior Counsel for American Electric Power Service Corporation



ACE TRACKS RAILROAD PROTECTIVE LIABILITY DECLARATIONS

Policy No: G74449463 001	Renewal of: NEW
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Item 1.	NAMED INSURED & MAILING ADDRESS	
	Watco Companies, L.L.C., and its affiliates, subsidiaries and assigns 315 West 3rd Street Pittsburg, KS 66762	
Item 2.	JOB LOCATION and WORK	
	Contract number: 1308759 Tree Clearing Location: Mile Post RR-91.63, Albany, Athens County, OH	
	DESIGNATED CONTRACTOR & MAILING ADDRESS:	
	Russell Tree Experts Ltd 3427 E Dublin Granville Rd Westerville, OH 43081	
	GOVERNMENTAL ENTITY OR AUTHORITY OR OTHER CONTRACTING PARTY:	
	AEP Ohio Transmission Co 8500 Smiths Mill Rd New Albany, OH 43054	
Item 3.	POLICY PERIOD	
	When Coverage Begins:	03/09/2023 12:01 A. M. Local Time At Named Insured's Address
	When Coverage Ends:	03/09/2024 12:01 A. M. Local Time At Named Insured's Address
Item 4.	INSURING COMPANY	PRODUCER'S NAME & ADDRESS:
	Westchester Fire Insurance Company	INSURANCE PARTNERS AGENCY LLC T/A SEIBERTKECK INSU 2950 WEST MARKET AKRON, OH 443333614 Producer No. 28927C



ACE TRACKS RAILROAD PROTECTIVE LIABILITY DECLARATIONS

Item 5.

LIMITS OF INSURANCE

A. EACH OCCURRENCE LIMIT \$2,000,000

B. AGGREGATE LIMIT \$6,000,000

Item 6.

ATTACHED FORMS

Endorsements as Listed on Schedule of Endorsements No. CPFS2

Item 7.

PREMIUM ☒ FLAT(except for acquisitions) ☐ ADJUSTABLE

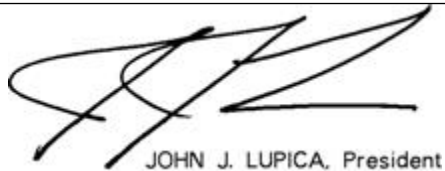
Advance Premium: \$2,471.00 Rate: FLAT

Total Amount Due: \$2,471.00 Estimated Exposure: FLAT

Item 8.

AUTHORIZATION INFORMATION

Authorized Representative:



JOHN J. LUPICA, President

Forms Schedule

Company: Westchester Fire Insurance Company
SYM: GLW

Policy ID: G74449463 001

Policy Period	When Coverage Begins:	03/09/2023	12:01 A.M. Local Time At Named Insured's Address
	When Coverage Ends:	03/09/2024	12:01 A.M. Local Time At Named Insured's Address

Form Number	Edition	Form Title
CG0035	04/13	Railroad Protective Liability Coverage Form
CG3371	03/05	Silica Or Silica-Related Dust Exclusion
GLE0145	04/13	Absolute Asbestos Exclusion
IL0021	09/08	Nuclear Energy Liability Exclusion Endorsement
IL0003	09/08	Calculation Of Premium
ALL21101	11/06	Trade Or Economic Sanctions Endorsement
CG2846	01/02	Ohio Changes - Cancellation And Nonrenewal
GLE0226	07/14	100% Minimum Earned Premium Endorsement
Cc1k11k	04/22	Signatures(All states except OH)
CG2173	01/15	Exclusion of Certified Acts of Terrorism
TRIA24a	08/20	Policyholder Disclosure - Notice of Terrorism Insurance Coverage

RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any occurrence and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverage A.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" occurs during the policy period; and

- (2) The "bodily injury" or "property damage" arises out of acts or omissions at the "job location" which are related to or are in connection with the "work" described in the Declarations.

- c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages assumed in a contract or agreement that is a "covered contract".

c. Completed Work

"Bodily injury" or "property damage" occurring after the "work" is completed. The "work" will be deemed completed at the earliest of the following times:

- (1) When all the "work" called for in the "contractor's" contract has been completed.
- (2) When all the "work" to be done at the "job location" has been completed.
- (3) When that part of the "work" done at the "job location" has been put to its intended use by you, the governmental authority or other contracting party.

This exclusion does not apply to "bodily injury" or "property damage" resulting from the existence of or removal of tools, uninstalled equipment or abandoned or unused materials.

d. Acts Or Omissions Of Insured

"Bodily injury" or "property damage", the sole proximate cause of which is an act or omission of any insured other than acts or omissions of any of "your designated employees". This exclusion does not apply to injury or damage sustained at the "job location" by any of "your designated employees" or employee of the "contractor", or by any employee of the governmental authority or any other contracting party (other than you) specified in the Declarations.

e. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law. This exclusion does not apply to any obligation of the insured under the Federal Employers Liability Act, as amended.

f. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at or from the "job location":

- (1) Due to the past or present use of the "job location" by you or for you or others for the handling, storage, disposal, processing or treatment of waste; or
- (2) Due to the dumping or disposal of waste on the "job location" by the "contractor" with the knowledge of you or any of "your designated employees"; or
- (3) On which you or "contractors" working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the "job location" in connection with such operations by you, the "contractor" or "your designated employee". However, this subparagraph does not apply to:
 - (a) "Bodily injury" or "property damage" arising out of fuels or lubricants for equipment used at the "job location".
 - (b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (4) On which you or "contractors" working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

g. Damage To Owned, Leased Or Entrusted Property

"Property damage" to property owned by you or leased or entrusted to you under a lease or trust agreement.

h. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

COVERAGE B – PHYSICAL DAMAGE TO PROPERTY**1. Insuring Agreement**

We will pay for "physical damage to property" to which this insurance applies. The "physical damage to property" must occur during the policy period. The "physical damage to property" must arise out of acts or omissions at the "job location" which are related to or in connection with the "work" described in the Declarations. The property must be owned by or leased or entrusted to you under a lease or trust agreement.

2. Exclusions

This insurance does not apply to "physical damage to property":

a. Completed Work

Occurring after the "work" is completed. The "work" will be deemed completed at the earliest of the following times:

- (1) When all the "work" called for in the "contractor's" contract has been completed.
- (2) When all the "work" to be done at the "job location" has been completed.
- (3) When that part of the "work" done at the "job location" has been put to its intended use by you, the governmental authority or other contracting party.

This exclusion does not apply to "physical damage to property" resulting from the existence of tools, uninstalled equipment or abandoned or unused materials.

b. Acts Or Omissions Of Insured

The sole proximate cause of which is an act or omission of any insured other than acts or omissions of any of "your designated employees".

c. Nuclear Incidents Or Conditions

Due to nuclear reaction, nuclear radiation or radioactive contamination or to any related act or condition.

d. Pollution

Due to the discharge, dispersal, seepage, migration, release or escape of "pollutants" excluded under Exclusion **f. Pollution**, Coverage **A**.

SUPPLEMENTARY PAYMENTS – COVERAGE A

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
3. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
4. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
5. Expenses incurred by the insured for first aid administered to others at the time of an accident, for "bodily injury" to which this insurance applies.
6. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
7. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

These payments will not reduce the limits of insurance.

SECTION II – WHO IS AN INSURED

1. You are an insured.
2. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers and directors.
3. Your stockholders are insureds, but only with respect to their liability as stockholders.

4. Any railroad operating over your tracks is an insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all damages because of all "bodily injury", all "property damage" and all "physical damage to property".
3. Subject to Paragraph 2. above, the Each Occurrence Limit is the most we will pay for the sum of all damages because of all "bodily injury", all "property damage" and all "physical damage to property" arising out of any one occurrence.
4. Subject to Paragraph 3. above, the payment for "physical damage to property" shall not exceed the lesser of:
 - a. The actual cash value of the property at the time of loss; or
 - b. The cost to repair or replace the property with other property of like kind or quality.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – CONDITIONS

- A.** The following Conditions apply to Coverages **A** and **B**:

1. Assignment

Assignment of interest under this Coverage Part shall not bind us unless we issue an endorsement consenting to the assignment.

2. Bankruptcy

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

3. Cancellation

- a. You may cancel this policy by mailing or delivering to us advance written notice of cancellation.

- b. We may cancel this policy by mailing or delivering to you, the "contractor" and any involved governmental authority or other contracting party designated in the Declarations, at the respective mailing addresses last known to us, written notice of cancellation at least 60 days before the effective date of cancellation.
- c. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- d. If this policy is cancelled, any unearned premium will be refunded. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- e. If notice is mailed, proof of mailing will be sufficient proof of notice.

4. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. You are authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

5. Inspections And Surveys

- a. We have the right to:
 - (1) Make inspections and surveys at any time;
 - (2) Give you reports on the conditions we find; and
 - (3) Recommend changes.
- b. We are not obligated to make inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - (1) Are safe or healthful; or
 - (2) Comply with laws, regulations, codes or standards.
- c. Paragraphs a. and b. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

- d. Paragraph b. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

6. Other Insurance

The insurance afforded by this policy is:

- a. Primary insurance and we will not seek contribution from any other insurance available to you except if the other insurance is provided by a contractor other than the designated contractor for the same operation and "job location"; and
- b. If the other insurance is available, we will share with that other insurance by the method described below.

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. Premium And Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Contract cost, the premium base shown in the Declarations, means the total cost of the operations described in the Declarations.
- c. The premium shown in the Declarations as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the "contractor" designated in the Declarations. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the contractor designated in the Declarations.

In no event shall the payment of premium be your obligation.

8. Transfer Of Rights Of Recovery Against Others To Us

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

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

B. The following Conditions apply to Coverage A only:**1. Legal Action Against Us**

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

2. Duties In The Event Of Occurrence, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an occurrence which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the occurrence took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the occurrence.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and

- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Separation Of Insureds

Except with respect to the Limits of Insurance, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

C. The following Conditions apply to Coverage B only:**1. Appraisal**

If you fail to agree with us on the value of the property, or the amount of loss, either you or we may make written demand for an appraisal of the loss within 60 days after proof of loss is filed. In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the value of the property and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we still retain our right to deny the claim.

2. No Benefit To Bailee

No person or organization, other than you, having custody of the property will benefit from this insurance.

3. Insured's Duties In The Event Of A Loss

You must:

- a. Protect the property, whether or not the loss is covered by this policy. Any further loss due to your failure to protect the property shall not be recoverable under this policy. Reasonable expenses incurred in affording such protection shall be deemed to be incurred at our request; and
- b. Submit to us, as soon after the loss as possible, your sworn proof of loss containing the information we request to settle the loss and, at our request, make available the damaged property for examination.

4. Legal Action Against Us

No person or organization has a right under this policy to sue us on this policy unless all of its terms have been fully complied with and until 30 days after proof of loss is filed and the amount of loss is determined as provided in this policy.

5. Payment Of Loss

We may pay for the loss in money, but there can be no abandonment of any property to us.

SECTION V – DEFINITIONS

1. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
2. "Contractor" means the contractor designated in the Declarations and includes all subcontractors working directly or indirectly for that "contractor" but does not include you.
3. "Covered contract" means any contract or agreement to carry a person or property for a charge or any interchange contract or agreement respecting motive power, or rolling stock equipment.
4. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
5. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
6. "Job location" means the job location designated in the Declarations including any area directly related to the "work" designated in the Declarations. "Job location" includes the ways next to it.
7. "Physical damage to property" means direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbeds, catenaries, signals, bridges or buildings.
8. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
9. "Property damage" means:
 - a. 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
 - b. 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 occurrence that caused it.
10. "Suit" means a civil proceeding in which damages because of "bodily injury" or "property damage" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
11. "Work" means work or operations performed by the "contractor" including materials, parts or equipment furnished in connection with the work or operations.
12. "Your designated employee" means:
 - a. Any supervisory employee of yours at the "job location";
 - b. Any employee of yours while operating, attached to or engaged on work trains or other railroad equipment at the "job location" which are assigned exclusively to the "contractor"; or
 - c. Any employee of yours not described in Paragraph a. or b. above who is specifically loaned or assigned to the work of the "contractor" for the prevention of accidents or protection of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

- A.** The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

SILICA OR SILICA-RELATED DUST

- a.** "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b.** "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

- c.** Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

- B.** The following definitions are added to the **Definitions** Section:

- 1.** "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
- 2.** "Silica-related dust" means a mixture or combination of silica and other dust or particles.

ABSOLUTE ASBESTOS EXCLUSION

Named Insured Watco Companies, L.L.C. et al.			Endorsement Number
Policy Symbol GLW	Policy Number G74449463 001	Policy Period 03/09/2023 to 03/09/2024	Effective Date of Endorsement 03/09/2023
Issued By (Name of Insurance Company) Westchester Fire Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

The following exclusion is added to section 2. Exclusions of SECTION I – COVERAGES COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

AND

The following exclusion is added to section 2. Exclusions of SECTION COVERAGE B – PHYSICAL DAMAGE TO PROPERTY:

This insurance does not apply to "bodily injury", "property damage" or "physical damage to property" arising out of the actual, alleged or threatened exposure to asbestos; or for any fees, costs or expenses of any nature whatsoever in the investigation or defense of any claim or "suit" arising out of the actual, alleged or threatened exposure to asbestos.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

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

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

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

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

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

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

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

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

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

Named Insured Watco Companies, L.L.C. et al.			Endorsement Number
Policy Symbol GLW	Policy Number G74449463 001	Policy Period 03/09/2023 To 03/09/2024	Effective Date of Endorsement 03/09/2023
Issued By (Name of Insurance Company) Westchester Fire Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.

Authorized Agent

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OHIO CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

- A.** With respect to a policy which has been in effect for more than 90 days, or is a renewal of a policy we issued, the **Section IV Cancellation Condition** is replaced by the following:
- 1.** You may cancel this policy by mailing or delivering to us advance written notice of cancellation.
 - 2.** We may cancel this policy only for one or more of the following reasons, except as provided in Paragraph **6.** below.
 - a.** Nonpayment of premium;
 - b.** Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted thereunder;
 - c.** Discovery of a moral hazard or willful or reckless acts or omissions on your part which increases any hazard insured against;
 - d.** The occurrence of a change in the individual risk which substantially increases any hazard insured against after the insurance coverage has been issued or renewed except to the extent the insurer could reasonably have foreseen the change or contemplated the risk in writing the contract;
 - e.** Loss of applicable reinsurance or a substantial decrease in applicable reinsurance, if the Superintendent has determined that reasonable efforts have been made to prevent the loss of, or substantial decrease in, the applicable reinsurance, or to obtain replacement coverage;
 - f.** Failure of an insured to correct material violations of safety codes or to comply with reasonable written loss control recommendations; or
 - g.** A determination by the Superintendent of Insurance that the continuation of the policy would create a condition that would be hazardous to the policyholders or the public.
 - 3.** We will mail written notice of cancellation to you, the "contractor", and any involved governmental authority or other contracting party designated in the Declarations, and agent if any, at the last mailing addresses known to us. Proof of mailing will be sufficient proof of notice.
 - 4.** We will mail the notice of cancellation at least:
 - a.** 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
 - b.** 30 days before the effective date of cancellation, if we cancel for a reason stated in **2.b.** through **2.g.** above.
 - 5. a.** The notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
 - b.** The notice will also contain the date of the notice and the policy number, and will state the reason for cancellation.

6. Policies written for a term of more than one year or on a continuous basis may be cancelled by us for any reason at an anniversary date, upon 30 days' written notice of cancellation.
 7. If this policy is cancelled, any unearned premium will be refunded. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- B.** The following is added to the **Section IV – Conditions** and supersedes any provisions to the contrary:

NONRENEWAL

1. If we elect not to renew this policy, we will mail written notice of nonrenewal to you, the "contractor", and any involved governmental authority or other contracting party designated in the Declarations, and agent if any, at the last mailing addresses known to us. The notice will contain the date of the notice and the policy number, and will state the expiration date of the policy.
2. We will mail the notice of nonrenewal at least 30 days before the expiration date of the policy.
3. Proof of mailing will be sufficient proof of notice.



**Chubb Producer Compensation
Practices & Policies**

Chubb believes that policyholders should have access to information about Chubb's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.chubbproducercompensation.com> or by calling the following toll-free telephone number: 1-866-512-2862.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

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

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

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

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

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

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



Claims Directory

Primary General Liability and Auto

Claims or Loss Notices related to this policy should be reported to the following:

Claim Office	Email and Fax	Location
Chubb North American Claims	<p>First Notices Email: ChubbClaimsFirstNotice@chubb.com</p> <p>First Notices Fax: (877)-395-0131 (Toll Free) (302)-476-7254 (Local)</p> <p>Phone: (800)-433-0385 - Business Hours (800)-523-9254 – After Hours</p>	P.O. Box 5122 Scranton, PA 18505-0554

100% MINIMUM EARNED PREMIUM ENDORSEMENT

Named Insured Watco Companies, L.L.C. et al.			Endorsement Number
Policy Symbol GLW	Policy Number G74449463 001	Policy Period 03/09/2023 to 03/09/2024	Effective Date of Endorsement 03/09/2023
Issued By (Name of Insurance Company) Westchester Fire Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

Item c. of **section 7. Premium And Premium Audit of SECTION IV – CONDITIONS** is deleted and replaced by:

- c. The premium shown in the Declarations as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the "contractor" designated in the Declarations. The due date for audit and retrospective premiums is the date shown as the due date on the bill.

The following is added to **section 7. Premium And Premium Audit of SECTION IV – CONDITIONS**:

- d. The premium shown in the Declarations is subject to a minimum earned premium of 100% of the premium stated in the Declarations as a deposit. The minimum earned premium is fully earned by us at the inception of the policy. The Insured is not entitled to any return premium upon cancellation or termination. Upon audit if the sum of the deposit and audit premiums paid for the policy period is less than the minimum earned premium, we will not return the excess. If a policy fee or inspection fee is applicable to this policy the fee will not be subject to refund or return.

All other terms and conditions of the policy remain unchanged.

CHUBB®

SIGNATURES

Named Insured Watco Companies, L.L.C. et al.			Endorsement Number Cc1k11k0422
Policy Symbol GLW	Policy Number G74449463 001	Policy Period 03/09/2023 to 03/09/2024	Effective Date of Endorsement 03/09/2023
Issued By (Name of Insurance Company) Westchester Fire Insurance Company			

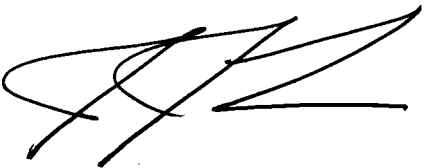
THE ONLY COMPANY APPLICABLE TO THIS POLICY IS THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA (A stock company)
BANKERS STANDARD INSURANCE COMPANY (A stock company)
ACE AMERICAN INSURANCE COMPANY (A stock company)
ACE PROPERTY AND CASUALTY INSURANCE COMPANY (A stock company)
INSURANCE COMPANY OF NORTH AMERICA (A stock company)
PACIFIC EMPLOYERS INSURANCE COMPANY (A stock company)
ACE FIRE UNDERWRITERS INSURANCE COMPANY (A stock company)
WESTCHESTER FIRE INSURANCE COMPANY (A stock company)

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703


BRANDON PEENE, Secretary


JOHN J. LUPICA, President

Authorized Representative

COMMERCIAL GENERAL LIABILITY
CG 21 73 01 15

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

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

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

- C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

CHUBB®

 Westchester Fire Insurance Company
 Insurance Company

 Watco Companies, L.L.C. et al.
 Policyholder

 G74449463 001
 Policy Number

 INSURANCE PARTNERS AGENCY LLC T/A SEIBERTKECK INSU
 Broker/Producer

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You were notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury---in consultation with the Secretary of Homeland Security, and the Attorney General of the United States---to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY YOUR POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM THAT WOULD BE CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

You elected **NOT** to purchase terrorism coverage under the Act at the price indicated. ACCORDINGLY, WE WILL **NOT** PROVIDE THIS COVERAGE AND YOU DO NOT OWE THE ADDITIONAL PREMIUM FOR THAT COVERAGE INDICATED BELOW.

Terrorism coverage described by the Act under your policy was made available to you for additional premium in the amount of \$49, however you elected to decline such coverage.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/09/2023

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 SeibertKeck Insurance Partners 3215 N High St Columbus OH 43202	CONTACT NAME: Vicky Kuecher PHONE (A/C, No, Ext): (800) 229-5266 FAX (A/C, No): (330) 865-6826 E-MAIL ADDRESS: vkuecher@seibertkeck.com														
INSURED Russell Tree Experts Ltd 3427 E Dublin Granville Rd Westerville OH 43081-9359	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Frankenmuth Mutual Insurance Company</td> <td>13986</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Frankenmuth Mutual Insurance Company	13986	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 22-23 v.1**REVISION NUMBER:**

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6612859	12/29/2022	12/29/2023	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6612858	12/29/2022	12/29/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	6612859	12/29/2022	12/29/2023	EACH OCCURRENCE \$ 5,000,000
	AGGREGATE \$ 5,000,000						
	\$						
	PER STATUTE <input checked="" type="checkbox"/> OTH-ER Stop Gap						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	6612859	12/29/2022	12/29/2023	E.L. EACH ACCIDENT \$ 1,000,000
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
A	Contractor's Equipment			6612859	12/29/2022	12/29/2023	Small Tools 2,500
							Scheduled Equipment 7,483,956
							Leased/Rented 261,465

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

Contract #1308759

Watco Companies, L.L.C. and its affiliates, subsidiaries and assigns 315 W. 3rd Street Pittsburg, KS. 66762 are Additional Insureds when required by written form or agreement including a Waiver of Subrogation for General Liability per 19263 (12/20) and Automobile Liability per 19360 (08/20). All aforementioned policies shall be primary and non-contributory with respect to any insurance carried by the railroad. 30 days notice of cancellation is insured except 10 day cancellation for non-payment. Exclusions for work within 50 feet of a railway and explosion, collapse and underground hazards have been removed with regards to this project. Umbrella is follow form.

CERTIFICATE HOLDER**CANCELLATION**

Watco Companies, LLC and its affiliates, subsidiaries and assigns 315 W Third St Pittsburg KS 66762	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>Victoria L Kuecher</i></p>
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ADDITIONAL COVERAGES

Ref #	Description Ltd Pollution				Coverage Code UTLPC	Form No.	Edition Date
Limit 1 100,000	Limit 2 100,000	Limit 3	Deductible Amount 1,000	Deductible Type	Premium		
Ref #	Description Employee Benefits				Coverage Code EBLIA	Form No.	Edition Date
Limit 1 1,000,000	Limit 2 3,000,000	Limit 3	Deductible Amount 1,000	Deductible Type	Premium		
Ref #	Description Employment Practices Liab Ins				Coverage Code EPLI	Form No.	Edition Date
Limit 1 500,000	Limit 2 500,000	Limit 3	Deductible Amount 10,000	Deductible Type	Premium		
Ref #	Description Errors & Omissions				Coverage Code ERROM	Form No.	Edition Date
Limit 1 500,000	Limit 2 500,000	Limit 3	Deductible Amount 500	Deductible Type	Premium		
Ref #	Description Herb Pesticide				Coverage Code HERB	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description Uninsured motorist combined single limit				Coverage Code UMCSL	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description Underinsured motorist combined single limit				Coverage Code UNCSL	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description Medical payments				Coverage Code MEDPM	Form No.	Edition Date
Limit 1 5,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description Combined single limit				Coverage Code CSL	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description Uninsured motorist combined single limit				Coverage Code UMCSL	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description Underinsured motorist combined single limit				Coverage Code UNCSL	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		



VEHICLE OR EQUIPMENT CERTIFICATE OF INSURANCE

DATE (MM/DD/YYYY)

03/16/2023

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.

This form is used to report coverages provided to a single specific vehicle or equipment. Do not use this form to report liability coverage provided to multiple vehicles under a single policy. Use ACORD 25 for that purpose.

PRODUCER SeibertKeck Insurance Partners 3215 N High St Columbus OH 43202		CONTACT NAME: Vicky Kuecher PHONE (A/C, No, Ext): (800) 229-5266 E-MAIL ADDRESS: vkuecher@seibertkeck.com PRODUCER CUSTOMER ID #: 00051318		FAX (A/C, No): (330) 865-6826
INSURED Russell Tree Experts Ltd 3427 E Dublin Granville Rd Westerville OH 43081-9359		INSURER(S) AFFORDING COVERAGE INSURER A: Frankenmuth Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:		NAIC # 13986

DESCRIPTION OF VEHICLE OR EQUIPMENT

YEAR	MAKE / MANUFACTURER	MODEL	BODY TYPE	VEHICLE IDENTIFICATION NUMBER
DESCRIPTION Scheduled Equipment			VEHICLE / EQUIPMENT VALUE \$ 7,483,956	SERIAL NUMBER

COVERAGES

CERTIFICATE NUMBER: 22-23 AEP

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICY(IES) OF INSURANCE LISTED BELOW HAS/HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD(S) 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 POLICY(IES) DESCRIBED HEREIN IS/ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY(IES).

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		<input type="checkbox"/> VEHICLE LIABILITY				COMBINED SINGLE LIMIT	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE	\$
		<input type="checkbox"/> GENERAL LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCURRENCE				GENERAL AGGREGATE	\$
		<input type="checkbox"/> CLAIMS MADE					\$
INSR LTR	LOSS PAYEE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS / DEDUCTIBLE	
		<input type="checkbox"/> VEH COLLISION LOSS				<input type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
						<input type="checkbox"/> STATED AMT	\$ DED
		<input type="checkbox"/> VEH COMP <input type="checkbox"/> VEH OTC				<input type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
						<input type="checkbox"/> STATED AMT	\$ DED
A		<input type="checkbox"/> EQUIPMENT	6612859	12/29/2022	12/29/2023	<input checked="" type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ 7,483,956 LIMIT
		<input type="checkbox"/> BASIC <input type="checkbox"/> BROAD				<input type="checkbox"/> RC <input type="checkbox"/> STATED AMT	\$ 1,000 DED
		<input checked="" type="checkbox"/> SPECIAL <input type="checkbox"/>					

REMARKS (INCLUDING SPECIAL CONDITIONS / OTHER COVERAGES) (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contract #1308759

ADDITIONAL INTEREST

CANCELLATION

Select one of the following: <input type="checkbox"/> The additional interest described below has been added to the policy(ies) listed herein by policy number(s). <input type="checkbox"/> A request has been submitted to add the additional interest described below to the policy(ies) listed herein by policy number(s).			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
VEHICLE / EQUIPMENT INTEREST: <input type="checkbox"/> LEASED <input type="checkbox"/> FINANCED			DESCRIPTION OF THE ADDITIONAL INTEREST		
NAME AND ADDRESS OF ADDITIONAL INTEREST Watco Companies, LLC and its affiliates, subsidiaries and assigns 315 W Third St Pittsburg KS 66762			<input type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> LENDER'S LOSS PAYABLE <input type="checkbox"/> LOAN / LEASE NUMBER AUTHORIZED REPRESENTATIVE 		

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**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

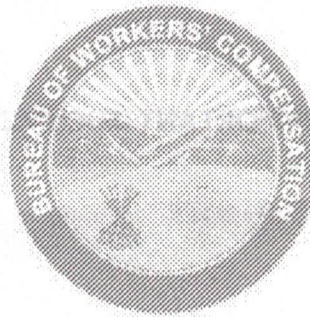
This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
01498006

Period Specified Below
07/01/2022 to 07/01/2023

RUSSELL TREE EXPERTS LTD
3427 E DUBLIN GRANVILLE RD
WESTERVILLE OH 43081-9359



www.bwc.ohio.gov
Issued by: BWC

Stephanie McCloud

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers'
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.



Application for Temporary Entry Permit

Page 1 of 3

Applicant Information (legal party to the contract)

Legal name of company: AEP Ohio Transmission Company, Inc.		
Municipal ownership: <input checked="" type="checkbox"/> No		State of incorporation: DE
If not a corporation, name(s) of owners or partners:		
Contact first & last name: Trey Bergeret		Contact title: Transmission ROW Supervisor
Phone: 3182107017	Email address: tjbergeret@aep.com	
Street: 8600 Smith's Mill Road	City: New Albany	
State/Province: OH	Postal code: 43054	Country: USA

Recurring Billing Information

☒ Same as above

Legal name of company: AEP Ohio Transmission Company, Inc.		
Municipal ownership: <input checked="" type="checkbox"/> No		State of incorporation: DE
If not a corporation, name(s) of owners or partners:		
Contact first & last name: Trey Bergeret		Contact title: Transmission ROW Supervisor
Phone: 3182107017	Email address: tjbergeret@aep.com	
Street: 8600 Smith's Mill Road	City: New Albany	
State/Province: OH	Postal code: 43054	Country: USA

Location

Railroad/Trail/Property owner: KNWA		
City: Albany	State: OH	County: Athens
Distance and direction of nearest railroad milepost: North <u>2094</u> feet from milepost <u>92</u>		
Distance and direction of centerline of nearest road crossing: 102.4 FT feet North from centerline State Route 681		
Dimensions of affected area on Railroad/Trail/Property (attach plan showing exact location relative to any landmarks, structures, roads, mileposts, track, etc.): 80' x 100'		
Scope of Work: We need to cut back and clear some vegetation within our easement and crossing in this area. The current vegetation presents a safety hazard to our line and could cause it to trip out. The additional urgency around this is because of the Indiana Bat, which is a protected species in this area. Our window to perform this clearing is before March 31, 2023.		
What buildings or structures are currently on site? We currently have four (4) 138kV wires and one (1) shield wire at this location. No new facilities are being added.		



Application for Temporary Entry Permit

Page 2 of 3

What structures will be placed on site, if applicable? None

If this application has been prepared by a consultant or other third party, please complete the following:

Was application prepared by Consultant? [X] Yes		
First & last name of individual who prepared application: Joshua Hively		
Legal name of company: Contract Land Staff, LLC		Title: ROW Supervisor
Street: 4249 Easton Way, Suite 250		City: Columbus
State/Province: OH	Postal code: 43219	Country:
Phone: 6144705700	Email address: joshua.hively@contractlandstaff.com	

Project Information

Desired date to first access Railroad/Trail/Property: 03/13/2023		If greater than 30 days, number of days needed to complete project:
Will you employ a contractor for entry or activities? [X] Yes		
Has contractor been identified? [X] No		
Legal name of contractor:		
Contact first & last name:		
Phone:	Email:	
Street:		City:
State/Province:	Postal code:	Country:



Application for Temporary Entry Permit

Page 3 of 3

Please email to: permits@omegarail.com

- Completed application
- Plan and profile drawings
- Scope of work
- Copy of existing agreement (if applicable)
- Either your remittance advice or a copy of the non-refundable minimum application fee payment of \$1,775 (subject to change without notice).

Direct wire & ACH payments to:

Beneficiary Account Name:
Omega Rail Management, Inc.

Direct remittance advice to
billing@omegarail.com

Bank Name & Address: Square 1 Bank
406 Blackwell Street, Suite 240
Durham, NC 27701
ABA/Routing #: 053112615
Beneficiary Account #: 3050052

Direct payment by checks to:

Omega Rail Management, Inc.
109 Westpark Dr, Ste 440
Brentwood, TN 37027-5063

If, in the opinion of the Property Owner, sufficient hazard is involved, Property Owner will supply flaggers/inspectors with proper advance notice or if work or activities require removal, replacement, modification, or locating of track, bridges, signals, railroad wires or pipelines, roads, or the supply of engineering, supervision or construction monitoring. The applicant agrees the full cost of such services will be borne by the applicant.

- ☒ Check box to acknowledge acceptance of all terms including non-refundable application fees and any other applicable non-refundable processing fees including, but not limited to, engineering, processing and expedite fees.

Joshua Hively, ROW Supervisor

Print name and title

02-28-2023

Date

OFFICE USE ONLY	
Application received:	2/28/23 ; 3/6/23 ; 3/9/23
By:	DHA
Permit No. Assigned:	KNWA199

Print Form

**This foregoing document was electronically filed with the Public Utilities
Commission of Ohio Docketing Information System on**

3/24/2023 4:54:11 PM

in

Case No(s). 22-0752-EL-BLN

Summary: Correspondence Proof of Compliance with Condition. electronically filed
by Hector Garcia-Santana on behalf of AEP Ohio Transmission Company, Inc..