

RECORDING REQUESTED BY
SOUTHERN CALIFORNIA EDISON

WHEN RECORDED MAIL TO:
SOUTHERN CALIFORNIA EDISON COMPANY
2 INNOVATION WAY
POMONA, CA 91768

ATTN: Title & Real Estate Services

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc. No.: <u>156342</u> Attach	APN: 153-432-32 COUNTY: Orange	APPROVED: REAL PROPERTIES/ csv	WORK ORDER: 802480897
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AGREEMENT OF CONSENT TO LICENSE

THIS AGREEMENT OF CONSENT TO LICENSE ("**Agreement**") is made and entered into this ___ day of _____, 20___ (the "**Effective Date**") by and between City of Huntington Beach, a municipal corporation of the State of California ("**Licensor**"), Los Angeles SMSA Limited Partnership, a California limited partnership, DBA Verizon Wireless ("**Carrier**"), and SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation ("**SCE**").

RECITALS

A. Licensor is the owner of that certain real property located in the County of Orange, State of California (identified as Assessor Parcel 153-432-32), as more particularly described in **Exhibit "A"** attached hereto (the "**Property**").

B. SCE is the owner of an easement and right of way for electrical transmission and communication purposes that encumbers all, or a part of, the Property (the "**Easement**"). The Easement is more particularly described as Right-of-Way Easement recorded on February 29, 1956, as Instrument No. 29707 in the Official Records of Orange County, California. Those portions of the Property encumbered by (and more particularly described in) the Easement are hereafter referred to as the "**Easement Area**".

C. Consistent with the terms of the Easement, SCE has heretofore constructed (and is currently operating and maintaining) certain electric transmission towers, poles and/or other facilities on the Easement Area (collectively, the "**Electric Facilities**").

D. SCE and Carrier have entered into that certain *Master Agreement* dated May 19, 1999, as amended (the "**Master Agreement**"), and that certain *Standard Agreement No. VZW00028R* (the "**Standard Agreement**"), the terms of which govern Carrier's installation of communication equipment ("**Carrier's Equipment**") on the Electric Facilities and on the surface of the Easement Area.

E. On December 17, 2024, Licensor and Carrier entered into that certain agreement entitled *Site License Agreement for Installation and Use of a Communications Antenna Facility*

and Supporting Equipment (the “**License**”). Pursuant to the terms of the License, Licensor granted to Carrier the right to enter upon portions of the Property and to install, operate and maintain certain communication equipment on the surface of the Easement Area, including the Electric Facilities.

F. As a condition precedent to the effectiveness of the License, the terms of the License (i) require Licensor and Carrier to make, execute and deliver this Agreement and (ii) authorize SCE to record the fully-executed Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), Licensor, Carrier and SCE memorialize, acknowledge, and agree as follows:

1. Consent of Licensor. Licensor consents to SCE’s grant of permission to Carrier to install, operate and maintain Carrier’s Equipment on the Electric Facilities. In providing this consent, Licensor acknowledges and agrees that (i) the permission thus granted by SCE to Carrier shall not be deemed a violation or breach of the Easement and (ii) Licensor shall take no action to terminate, cancel or modify the Easement as a result of (A) the permission granted by SCE to Carrier to install, operate and maintain Carrier’s Equipment on the Electric Facilities or (B) any breach, violation or other action (whether of commission or omission) by either Carrier or Licensor under or as a consequence of the License.

2. No Liability or Obligation of SCE. Licensor and Carrier acknowledge and agree that SCE does not have, nor shall it ever have, any liability or obligation as a consequence of the execution, delivery, performance, breach, violation of, or other action in relation to, the License. In the event of any dispute, claim or other matter arising under (or as a consequence of) the License, Licensor and Carrier shall be solely responsible for resolving same at their sole cost and expense. Furthermore, Licensor and Carrier agree that they shall, individually and collectively, defend, indemnify and hold harmless SCE, its parent company, affiliates, directors, shareholders, invitees, employees, agents, contractors, successors and assigns (collectively, “**Indemnified Parties**”) from and against any and all costs, liabilities, claims and expenses, including those from death or injury to any person or from a loss or damage to any real, personal or other property, arising from the License or the subject matter thereof (including, but not limited to, a breach of any of Licensor’s or Carrier’s obligations, duties, representations or warranties contained in the License or from the negligent acts or omissions by Carrier, Licensor or any of their respective affiliates, directors, shareholders, invitees, employees, agents, contractors, successors and assigns); provided, however, that the foregoing indemnity obligations shall not apply to matters to the extent arising or resulting from the negligent or intentional acts or omissions of SCE or the other Indemnified Parties.

3. Master Agreement and Standard Agreement. Licensor and Carrier acknowledge and agree that the License does not modify, revise or amend (nor shall it be construed as modifying, revising or amending) either the Master Agreement or the Standard Agreement. Licensor and Carrier further acknowledge and agree that Carrier’s construction, maintenance, repair and operation of Carrier’s Equipment upon the Electric Facilities shall be, at all times, subject to the terms, conditions and limitations set forth in the Standard Agreement and the Master Agreement.

4. Purpose of Agreement; Inconsistencies. This Agreement has been executed and recorded to give notice of the License and the consents and acknowledgments appearing therein

for the benefit of SCE. As concerns the rights of SCE, in the event of any inconsistency between this Agreement and the License, this Agreement shall control.

5. Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties and their respective heirs, successors, and assigns.

6. Governing Law. This Agreement shall be governed by California law.

7. Attorney's Fees. In the event legal action by any party is brought to enforce any term of this Agreement, to recover damages for any breach thereof or to determine any rights of the parties under this Agreement, the prevailing party in such action(s) may recover reasonable attorneys' fees to be fixed by the court.

8. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, this Agreement has been made and given as of the Effective Date first ascribed above.

"LICENSOR"

CITY OF HUNTINGTON BEACH,
a municipal corporation of the State of California

By: _____

Name: _____

Its: Mayor

By: _____

Name: _____

Its: City Manager

By: Jennifer Villaseña

Name: Jennifer Villaseña

Its: Director of Community Development

"CARRIER"

LOS ANGELES SMSA LIMITED PARTNERSHIP,
a California limited partnership, DBA Verizon
Wireless

By: AirTouch Cellular, Inc., its General Partner

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

"SCE"

SOUTHERN CALIFORNIA EDISON COMPANY,
a California corporation

By: _____

Name: _____

Its: _____

APPROVED AS TO FORM

By: [Signature]
MICHAEL J. VIGLIOTTA
CITY ATTORNEY
CITY OF HUNTINGTON BEACH

NOTARY ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____ a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

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Signature _____ (Seal)

EXHIBIT A TO AGREEMENT

Description of the Property

Commonly known as Talbert Park

The south 200 feet of the Northwest quarter of the Northwest quarter of Section 6, Township 6 South, Range 10 West, in the Rancho Los Bolsas, in the City of Huntington Beach, as shown on a map recorded in Book 51, Page 14, Miscellaneous Maps, records of said Orange County.

Excepting therefrom the portion conveyed to Orange County Flood Control District by deed recorded March 16, 1961 in Book 5657, Page 674, Official Records.

APN: 153-432-32



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/19/2024

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 Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA		CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:															
INSURED Verizon Wireless its Subsidiaries and Affiliated Companies One Verizon Way Basking Ridge NJ 07920-1097 USA		INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: LM Insurance Corporation</td><td>33600</td></tr><tr><td>INSURER B: Liberty Insurance Corporation</td><td>42404</td></tr><tr><td>INSURER C: Liberty Mutual Fire Ins Co</td><td>23035</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	NAIC #	INSURER A: LM Insurance Corporation	33600	INSURER B: Liberty Insurance Corporation	42404	INSURER C: Liberty Mutual Fire Ins Co	23035	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:																	

Holder Identifier :

COVERAGES

CERTIFICATE NUMBER: 570106528111

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 VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			TB2691550588144	06/30/2024	06/30/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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			AS2-691-550588-124 AOS AS2-691-550588-134 NH - Primary TL2-691-550588-184 NH - Excess	06/30/2024	06/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
A	<input checked="" type="checkbox"/> 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	WA569D550588094 AOS WC5691550588084 WI, MN	06/30/2024	06/30/2025	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570106528111

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

The above-referenced General Liability policy shall cover the tort liability of the Certificate Holder assumed under the underlying agreement between parties for which the certificate has been issued. RE: Site - Garfield, Site Address: 19242 Magnolia St., Huntington Beach, CA 92646, AKA Talbert Park, Ps Loc. 12300. The City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers are included as Additional Insured with respect to the General Liability and Automobile Liability policies. The General Liability policy shall apply as Primary Insurance & Non-Contributory to each Additional Insured listed herein.

APPROVED AS TO FORM

CERTIFICATE HOLDER**CANCELLATION**

By:

MICHAEL E. GATES

CCH

The City of Huntington Beach
2000 Main Street, Suite 300
Huntington Beach CA 92648 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES EXPIRE BEFORE THE EXPIRATION DATE THEREOF, NOTICE MUST BE GIVEN TO THE CITY OF HUNTINGTON BEACH WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers.	Per the contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



Lisa Lefler, MBA, CPCU, ARM
Sr. Vice President - Casualty
(347) 839-1409 Cell
Lisa.lefler@aon.com

July 3, 2024

VIA EMAIL

Re: Verizon Communications Inc etal
General Liability & Auto Liability Policies
Liberty Mutual Fire Insurance Company
Policy TB2-691-550588-144 – GL
Policy AS2-691-550588-124 - Auto
Effective June 30, 2024

Dear Sir/Madame:

Verizon's General Liability & Auto Liability policies include ISO endorsements (see attached) which grant primary and non-contributory status to any additional insureds as required by contract.

Since these are ISO endorsements, they cannot be modified. Like most ISO endorsements, ISO did not include a place for carriers to include any policy information.

CG 20 01 12 19 – GL
CA 0 449 11 16 – Auto

Should you have any questions about the insurance on these policies or endorsements, please feel free to contact me at 347 839 1409 or at lisa.lefler@aon.com.

Very truly yours,

Lisa Lefler

Aon Risk Services Northeast, Inc
One Liberty Plaza
165 Broadway
New York, NY 10006

Policy Number TB2-691-550588-144
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION AND NON-RENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
GARAGE COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MOTOR TRUCK CARGO COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRINTERS LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK
WAREHOUSEMAN'S LEGAL LIABILITY COVERAGE PART

We will not cancel or non-renew this policy or make changes that reduce the insurance afforded by this policy until written notice of cancellation, non-renewal or reduction has been mailed or delivered to those scheduled below at least

- a) 10 days before the effective date of cancellation, if we cancel for non-payment of premium; or
- b) 30 days before the effective date of the cancellation, non-renewal or reduction if we cancel or reduce the insurance afforded by this policy for any other reason.

NAME

ADDRESS

Per schedule on file with the Company

Per schedule on file with the Company

NOTICE OF CANCELLATION TO THIRD PARTIES

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below by email as soon as practical after notifying the first Named Insured.
- B. This advance email notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):

Email Address:

Per Schedule on file with
Verizon Communications, Inc.

All other terms and conditions of this policy remain unchanged.

Issued by LM Insurance Corporation 27243

For attachment to Policy No. WA5-69D-550588-094

Effective Date

Premium \$

Issued to Verizon Communications Inc.

Endorsement No.