CONSULTING SERVICES AGREEMENT

This Agreement was entered into on January 8, 2018 by and between **BICKMORE**, ("BICKMORE") a California corporation located at 1750 Creekside Oaks Drive, Sacramento, CA 95833 and **Truckee Meadows Water Authority**, ("CLIENT") a public authority located at 1355 Capital Blvd., Reno, NV 89502.

WITNESSETH

WHEREAS, CLIENT wishes to retain BICKMORE, for itself or a subsidiary, for professional and technical services as set forth below; and

WHEREAS, BICKMORE wishes to provide the aforesaid services;

NOW THEREFORE

In consideration of the foregoing and the promises and undertakings set forth herein, the parties agree as follows:

- <u>CONTRACT TERM</u> This contract period shall be from the commencement of work on January 8, 2018 through December 2019, or through date of extension by mutual written agreement for continued services.
- 2. GENERAL BICKMORE hereby agrees to provide CLIENT and its affiliated companies with services as set forth in Exhibit A hereto (Scope of Services). The services will be provided at mutually agreeable locations in the United States, the scope of which may change during the term of this Agreement. CLIENT hereby agrees to pay BICKMORE and BICKMORE agrees to accept in full satisfaction for its services rendered hereunder, compensation in accordance with the fees specified in the Scope of Services. The terms of this Agreement and its Exhibits, shall constitute the entire contract between the parties. This Agreement may be amended or modified only in writing if agreed to and signed by BICKMORE and CLIENT.
- 3. <u>INDEPENDENT CONTRACTOR</u> BICKMORE agrees that its relationship to CLIENT is that of an independent contractor and, as such, that BICKMORE is wholly responsible for all of its own taxes, withholdings and/or similar matters. It is agreed and understood that BICKMORE has no authority or power to act for, enter into contracts of any type or incur any liability or obligation on behalf of or for CLIENT.

4. CLIENT RESPONSIBILITIES

- A. Client shall provide the data and access to personnel necessary to assist BICKMORE in performing the Services, including but not limited to those listed in Exhibit A Attached.
- B. CLIENT acknowledges that in performing the Services, BICKMORE shall rely on all information furnished by CLIENT and on any decisions made or approvals given by Client in connection with the Services. BICKMORE shall be under no obligation to verify or investigate the accuracy or completeness of the data and information provided by Client, and BICKMORE shall have no liability or responsibility for any inaccuracies in the data or information and/or for any reports, services, materials, or documents prepared or provided to Client based on such inaccurate or incomplete data or information.

DEFEND & INDEMNIFY

- A. CLIENT shall indemnify, defend and hold harmless BICKMORE, its directors, officers, agents and employees from any and all causes of actions, claims, damage loss, costs, and expenses attributable to the negligent or otherwise wrongful acts or omissions of CLIENT or CLIENT's employees, agents, representatives or contractors.
- B. BICKMORE shall indemnify, defend, and hold harmless CLIENT, its directors, officers, agents and employees from any and all causes of actions, claims, damage, loss, costs and expenses resulting from BICKMORE's failure to protect

against disclosure of Confidential Information, as defined in Section 6, as well as for BICKMORE's misappropriation of Confidential Information, as defined in Section 6.

- C. BICKMORE shall defend and indemnify CLIENT from and against all claims, damage, liability and expenses (including but not limited to court costs and reasonable attorney's fees) related to or arising out of allegations that the services rendered by BICKMORE infringe on any patent, copyright or other intellectual property right enforceable in the United States.
- D. The above defense, indemnification and hold harmless undertakings by the parties shall survive the termination of this Agreement.
- 6. CONFIDENTIALITY BICKMORE, or anyone acting on its behalf, acknowledges that it may receive CLIENT's confidential or proprietary business information or trade secrets of CLIENT in the course of rendering its services. In addition, BICKMORE, or anyone acting on its behalf, acknowledges that CLIENT has in its possession insurance claim files of others, and that those files contain non-public personal information protected against disclosure by the Gramm-Leach-Bliley Act, 15 U.S.C. 6801-6809, et. seq and/or personal health information protected against disclosure by the Health Insurance Portability and Accountability Act, 42 U.S.C. 1301, et. seq. ("HIPAA"). The information in those files and CLIENT's confidential or proprietary business information or trade secrets are collectively referred to as "Confidential Information". As between CLIENT and BICKMORE and for purposes of this Agreement, all Confidential Information shall be deemed owned by CLIENT. BICKMORE, or anyone acting on its behalf, agrees to hold such Confidential Information in confidence and to protect such Confidential Information with at least the same degree of care as it normally exercises to protect its own confidential or proprietary information or trade secrets of a similar nature. BICKMORE, or anyone acting on its behalf, further agrees to not disclose such Confidential Information to any third party without the prior written approval of CLIENT. BICKMORE shall promptly notify CLIENT in the event of a failure to comply with its obligations under this Section 4. To the extent required by law, this Agreement shall be a "Business Associate Agreement" as defined and required by HIPAA.

Bickmore agrees that all Client data provided to Bickmore under this Agreement shall be received in confidence and shall not be disclosed to any third parties, except as reasonably necessary for Bickmore to perform its services hereunder or to comply with any validly issued subpoena or court order; provided, that to the extent not prohibited by law, Bickmore shall provide prior written notice of such disclosure to Client so that Client may have a chance to review such disclosure, object to such disclosure, and, if applicable, seek confidential treatment of any data to be included in such disclosure.

The Services and work product provided by Bickmore hereunder are provided for the exclusive use of Client. Notwithstanding the foregoing, nothing contained herein shall prohibit Bickmore from using any of Bickmore's general knowledge or knowledge acquired under this Agreement to perform similar services for others; provided however, that Bickmore shall not use any of Client's confidential information in providing services to others.

7. TERMINATION OF AGREEMENT Client and BICKMORE shall have the right to terminate this Agreement, with or without cause, at any time upon 30 days' prior written notice to the other. After this agreement is terminated, Client shall compensate Bickmore for professional time provided and expenses incurred up to and including the date of termination. All Client Documents secured to the point of contract termination shall be returned to Client upon request.

8. <u>INSURANCE</u>

- A. To the extent required by law, BICKMORE will obtain and maintain Workers' Compensation Insurance for its employees, with policy limits no less than the minimum statutory requirements. BICKMORE will provide CLIENT with a Waiver of Subrogation in accordance with the aforementioned Workers' Compensation Insurance. BICKMORE will provide CLIENT with a Certificate of Insurance which reflects the aforesaid coverage.
- B. BICKMORE will obtain and maintain Automobile Liability Insurance, Commercial General Liability Insurance, with broad form coverage, including a blanket additional insured endorsement, product liability and completed operations

endorsements, without exclusion for cyber liability coverage, as well as Employer Liability Insurance. BICKMORE will provide CLIENT with Certificates of Insurance which reflect the approved limits of liability. The policy limits shall not be less than two million dollars (\$2,000,000) in Automobile Liability Insurance, two million dollars (\$2,000,000) in Commercial General Liability Insurance and one million dollars (\$1,000,000) in Employer Liability Insurance. Professional liability insurance coverage, specific to the services provided under this Agreement, in an amount not less than \$4,000,000 per claim and \$10,000,000 in annual aggregate claims.

9. REPRESENTATIONS

The services to be provided by BICKMORE are not of a legal or accounting nature and BICKMORE shall in no event give, or be required to give, any legal opinion or provide any legal or accounting representation to Client.

10. INTELLECTUAL PROPERTY RIGHTS

CLIENT acknowledges that BICKMORE's computer systems are proprietary. Neither CLIENT nor anyone acting on its behalf will acquire any rights of any kind whatsoever in BICKMORE's systems or any part thereof. To the extent or anyone acting on its behalf provides services, whether related to BICKMORE's systems or otherwise, all such services and anything BICKMORE or anyone acting on its behalf develops in connection with this Agreement shall be considered a work for hire and shall be the sole and exclusive property of BICKMORE.

To the extent CLIENT has any rights in anything developed under this Agreement, notwithstanding the foregoing, this Agreement constitutes an assignment to BICKMORE of all patent, copyright, and all other intellectual property developed during the assignment, including without limitation, all rights in flow charts, code, descriptive materials, data structures, screen layouts and business processes and CLIENT hereby grants and shall grant a perpetual, exclusive, fully-paid, transferable, worldwide license in and to such intellectual property.

11. WARRANTIES

In addition to all warranties, expressed or implied, established by statutes or common law, or elsewhere set forth. BICKMORE warrants that all goods provided and/or services rendered will conform to all specifications, drawings, samples and any other description, furnished or adopted by CLIENT, and will be of best quality and fit and sufficient for the purposes intended. BICKMORE warrants that it possesses proper rights to provide services and that said services are free from any lien or encumbrance of any kind. BICKMORE warrants that it and its employees have secured and possess all required licenses necessary to provide the agreed upon goods and/or services. BICKMORE warrants that all goods provided and services rendered comply with all applicable laws, regulations and codes.

11. ASSIGNABILITY

This Agreement, in its entirety and each and every provision hereto, shall inure to the benefit of CONSUTLANT and its clients. CLIENT may not assign this Agreement without BICKMORE's written consent and any such assignment shall be null and void.

12. WAIVER

Any failure by either party to enforce or require strict performance of any terms or conditions of this Agreement shall not constitute a waiver thereof by such and party may at any time avail itself of the remedies it may have for any breach of the terms hereof.

13. PRIOR AGREEMENTS

The terms and conditions of this Agreement, including those terms and conditions set forth in the Scope of Services, shall supersede any and all prior agreements between CLIENT and BICKMORE and render those prior agreements null and void.

14. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California, without giving effect to any Conflict of Laws principles.

15. DISPUTES

In the event of a dispute between the parties leading to litigation, the parties agree and stipulate that such litigation shall be resolved in the Superior Court of the State of California. In the event of a dispute between the parties resulting in litigation, the prevailing party may, in addition to any other relief obtained, recover its court costs and reasonable attorney's fees.

16. NAME USAGE

Except as necessary for CLIENT to perform its duties as set forth in this Agreement, CLIENT shall not utilize BICKMORE's trade names, logos, trademarks, service marks or other identification in any press release, advertisement, marketing material, promotional literature, article, presentation or other type of communication, without the prior written consent of BICKMORE, which consent may be withheld or denied in BICKMORE's sole discretion.

17. NON-SOLICITATION

CLIENT shall not hire any employee of BICKMORE or induce any employee of BICKMORE to terminate his or her employment (or encourage, and aid or abet any third party to do the same) at any time during which this Agreement or any extension or renewal thereof is in effect and for a period of twelve (12) months thereafter. CLIENT agrees and acknowledges that BICKMORE has invested time and resources in training its personnel and that BICKMORE will suffer harm, the extent of which is difficult to quantify, should CLIENT directly or indirectly cause BICKMORE's employee to terminate their employment with BICKMORE. Therefore, in the event that CLIENT violates this provision, CLIENT shall be liable to BICKMORE for liquidated damages in a sum equal to the employee's salary for two (2) years based on the employee's salary over the two (2) months prior to the termination of that employee's employment with BICKMORE.

18. REPRESENTATIONS

The services to be provided by BICKMORE are not of a legal or accounting nature and BICKMORE shall in no event give, or be required to give, any legal opinion or provide any legal or accounting representation to Client.

Truckee Meadows Water Authority	BICKMORE
Signature: Michele Sullivan	Signature:
Print Name: Michele Sullivari	Name: <u>Jeffrey C. Grubbs</u>
Print Title: CFO, Treasurer	Title: SVP, COO
Execution Date: 1-12-18	Execution Date: 1/8/18



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/09/2018

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).

this certificate does not confer rights	to th	e cerl	tificate holder in lieu of s	uch en	dorsement(s	s)	•		
PRODUCER MARCHILLO INC					CONTACT NAME:				
MARSH USA, INC. 445 SOUTH STREET				PHONE FAX (A/C, No, Ext): (A/C, No):					
MORRISTOWN, NJ 07960-6454	0400	10.00	**	É-MAIL ADDRE					
Attn: Morristown.certrequest@marsh.com Fa	k 212-9	48-097	9		INS	SURER(S) AFFOI	RDING COVERAGE		NAIC#
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INSURED				INSURI	RB:				
Onex York Holdings Corp. and its Subsidiaries	INSURI	RC:							
1 Upper Pond Road				INSUR	RD:				
Building F, 4th Floor Parsippany, NJ 07054				INSUR	RE:				
				INSUR	RF:				-
			E NUMBER:		-010186474-01		REVISION NUMBER: 1		
THIS IS TO CERTIFY THAT THE POLICIE INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUII PERT POLI	REME AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN ED BY	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS	DOCUMENT WITH RESPEC D HEREIN IS SUBJECT TO	T TO '	WHICH THIS
NSR LTR TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
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								\$	
							PERSONAL & ADV INJURY	\$	
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POLICY PRO- LOC							PRODUCTS - COMP/OP AGG	\$	
OTHER:							COURTED ON OLF LINET	•	
AUTOMOBILE LIABILITY							(Ea accident)	3	
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OWNED SCHEDULED AUTOS ONLY AUTOS HIRED NON-OWNED							BODILY INJURY (Per accident) S PROPERTY DAMAGE		
HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	İ						(Per accident)		
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EXCESS LIAB CLAIMS-MADE							AGGREGATE S		
DED RETENTION \$ WORKERS COMPENSATION							PER OTH- STATUTE ER	<u> </u>	
AND EMPLOYERS' LIABILITY Y/N								<u> </u>	
ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT S E.L. DISEASE - EA EMPLOYEE S		
(Mandatory in NH) If yes, describe under							E.L. DISEASE - POLICY LIMIT		
DESCRIPTION OF OPERATIONS below A PROFESSIONAL LIABILITY	 		LR003TG17		06/30/2017	06/30/2018	EACH CLAIM/AGGREGATE	,	10,000,000
A PROFESSIONAL EMBERT			LNOOTGIT		00/00/2017	00/00/2010	DEDUCTIBLE		500,000
							DEDUCTIBLE		300,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	CORD	101, Additional Remarks Schedul	e, may b	e attached if more	e space is require	d)		
CERTIFICATE HOLDER			118 18 T	CANC	ELLATION				
Truckee Meadows Water Authority (TMWA) Attn: Purchasing & Contracts P.O. Box 30013 Reno, NV 89520-3013				SHO THE	ULD ANY OF T	I DATE THE	ESCRIBED POLICIES BE CAI EREOF, NOTICE WILL BE Y PROVISIONS.		
				of Mars	RIZED REPRESEI h USA Inc.				
				Manashi Mukherjee Manashi Mukherjee					

AGENCY CUSTOMER ID: 123456

LOC #: Morristown



ACORD ADDI	HONAL REMA	ARKS SCHEDULE	Page 2 of 3
AGENCY MARSH USA, INC.		NAMED INSURED Onex York Holdings Corp. and its Subsidiaries	
POLICY NUMBER		1 Upper Pond Road Building F, 4th Floor Parsippany, NJ 07054	
CARRIER	NAIC CODE	EFFECTIVE DATE:	
ADDITIONAL REMARKS			
THIS ADDITIONAL REMARKS FORM IS A SCHEDU	LE TO ACORD FORM		
	ficate of Liability Insura	ance	
FORM NUMBER: 23 FORM ITTLE: 2011	nodio of Elability mount		
NAMED INSUREDS:			
ADIN HEALTHCARE, INC.			
ALAMED HOLDINGS, INC.			
ARIC OF MISSISSIPPI, INC.			
ARROWOOD INVESTMENT GROUP, LLC			
ATLANTIC GATEWAY INTERNATIONAL (SAC) LTD.			
ATTENTA SERVICES, LLC			
AXIS (EASTERN CARIBBEAN) LIMITED			
AXIS (JAMAICA) LIMITED			
AXIS DE ARGENTINA S.A.			
AXIS INTERNATIONAL SERVICES LTD.			
BICKMORE			
BROWN REHABILITATION MANAGEMENT, INC. CAREWORKS LTD.			
CAREWORKS OF OHIO LTD.			
CAREWORKS TECHNOLOGIES LTD.			
CAREWORKS USA LTD.			
CCI INVESTMENTS, LLC .			
CCO, INC.			
CMI, A YORK RISK SERVICES COMPANY, INC.			
DONALD K. SAMS & ASSOCIATES, INC.			
F. A. RICHARD & ASSOCIATES, INC.			
FARA ADJUSTING SERVICES, INC.			
FARA BENEFIT SERVICES, INC.			
FARA BUSINESS SERVICES, INC.			
FARA GENERAL AGENCY, INC.			
FARA SECURITY SERVICES, INC.			
FOX HILL HOLDINGS, INC.			
FRANK GATES (BERMUDA) LTD.			
FRANK GATES ACCLAIM, INC.			
FRANK GATES ALTERNATIVE RISK, LLC FRANK GATES OF NEW YORK, INC.			
G2 TECHNOLOGIES, INC.			
INTEGRATED RISK MANAGEMENT, INC.			
JI SPECIAL RISKS INSURANCE AGENCY, INC.			
JI SPECIALTY SERVICES, INC.			
JOSEPH IVY FINANCIAL GROUP, INC.			
NATIONAL EMPLOYERS NETWORK ALLIANCE, INC.			
NEXUS ASSET ACQUISITION CO.			
OHP, INC.			
OMAC AGENCY, INC.			
ONEX YORK FINANCE LLC			
ONEX YORK FINANCE LP			
ONEX YORK MID CORP.			
PERSI, LLC			
PUBLIC ENTITY RISK SERVICES OF ILLINOIS, LLC			

PUBLIC ENTITY RISK SERVICES OF OHIO, INC.

AGENCY CUSTOMER ID: 123456

LOC #: Morristown



ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

AGENCY MARSH USA, INC.	NAMED INSURED Onex York Holdings Corp. and its Subsidiaries 1 Upper Pond Road Building F, 4th Floor Parsippany, NJ 07054		
POLICY NUMBER			
CARRIER			
		EFFECTIVE DATE:	

ΙΤΙΟΝΔ	I RFM	ARKS.

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance							
THE CONTROL AND INC.	,						
RISK CONTROL 360, LLC							
RISK MANAGEMENT SOLUTIONS, INC.							
RISKCONTROL SERVICES, LLC							
·							
RMS ACQUISITION, INC.							
ROCKPORT COMMUNITY NETWORK, INC.							

SAMS INVESTIGATIONS UNLIMITED, INC.

THE FRANK GATES COMPANIES, INC.

THE FRANK GATES SERVICE COMPANY

THE FRANK GATES SERVICE COMPANY INTEGRATED MANAGED CARE HEALTH PLAN, INC.

THE RISK MANAGEMENT PLANNING GROUP, INC.

VANTAGE HEALTH PLAN, INC.

SAMS & ASSOCIATES, INC.

VISUAL RISK SOLUTIONS, INC.

VOCWORKS LTD.

WELLCOMP MANAGED CARE SERVICES, INC.

YORK INSURANCE ACQUISITION, LLC

YORK INSURANCE HOLDINGS, INC.

YORK INSURANCE PARENT CORP.

YORK INSURANCE SERVICES GROUP, INC. - CALIFORNIA

YORK PRO, INC.

YORK RISK CONTROL SERVICES, LLC

YORK RISK POOLING SERVICES, INC.

YORK RISK SERVICES GROUP INTERNATIONAL HOLDINGS, LTD.

YORK RISK SERVICES GROUP, INC.

YORK RISK SERVICES GROUP, INC. - FLORIDA

YORK RISK SERVICES HOLDING CORP.

YORK RISK SERVICES ORGANIZATION, INC.

YORK RSG (INTL) COLOMBIA SAS

YORK RSG (INTL) LTD.

YORK RSG (INTL) MEXICO S. DE R.L. DE C.V.

YORK SPECIAL INVESTIGATIONS, INC.

YORK WMCS CORP.

MCMC LLC

MCMC INDEPENDENT EXAMS, LLC

COMPEVAL DD EXAMS, LLC

LITIGATION SOLUTIONS, LLC (EXCEPT GENERAL LIABILITY)

MANAGED CARE NETWORK SERVICES, LLC

COMPPARTNERS INC.

QUICK CAT, LLC



COVERAGES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/08/2018

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). CONTACT Cheryl Trawick PRODUCER York Alternative Risk Solutions, LLC PHONE (A/C, No, Ext): 205-870-1448 E-MAIL ADDRESS: Cheryl.Trawick@yorkrsg.com FAX (A/C, No): 614-717-6371 333 City Blvd. West, Ste. 1500 Orange, CA 92868 INSURER(S) AFFORDING COVERAGE NAIC# INSURER A :Arch Insurance Company 11150 INSURED
Onex York Holdings Corp. INSURER B: and its Subsidiaries INSURER C: 1 Upper Pond Road INSURER D Building F, 4th Floor Parsippany, NJ 07054 INSURER E INSURER F

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD

	NDICATED. NOTWITHSTANDING ANY RE										
	CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.										
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	's			
Α	X COMMERCIAL GENERAL LIABILITY			ZAGLB1820001	07/01/2017	07/01/2018	EACH OCCURRENCE	\$ 1,000,000			
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000			
		,					MED EXP (Any one person)	\$ 10,000			
		X	X				PERSONAL & ADV INJURY	\$ 1,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000			
	POLICY PRO- X LOC	İ					PRODUCTS - COMP/OP AGG	\$ 2,000,000			
	OTHER:		<u> </u>					\$			
Α	AUTOMOBILE LIABILITY			ZACAT1811401	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000			
	X ANY AUTO			ZACAT1812101 -State of MA only			BODILY INJURY (Per person)	\$			
	OWNED SCHEDULED AUTOS	X	Х				BODILY INJURY (Per accident)	\$			
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Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			ZAWCI1804401	07/01/2017	07/01/2018	X PER OTH-				
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	(Mandatory in NH)	1,00	^				E.L. DISEASE - EA EMPLOYEE				
	If yes, describe under DESCRIPTION OF OPERATIONS below	<u> </u>					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000			
								\$ \$			
		'	'					\$ \$			
		<u> </u>	<u> </u>					\$			
DECC	CONTION OF OREDATIONS / LOCATIONS (VEHICL	EQ 14	CODE	101 Additional Domarke Schodula, may h	attached if more	a snace is require	ad)				

Truckee Meadows Water Authority, its officers, employees and immune Contractors are included as Additional Insured with Respect to General and Automobile Liability Where Required by Written Contract. Waiver of Subrogation in favor of with Truckee Meadows Water Authority, its officers, employees and immune Contractors Respects to General Liability, Auto Liability and Workers Compensation.

CERTIFICATE NUMBER: K38LH6HF

to General Liability, Auto Liability and Workers Compensation.

CANCELLATION verbiage appearing in the box below, right is hereby deleted in its entirety and replaced with the following:

Should the above described Workers' Compensation, Employers Liability, Commercial Auto Liability and/or General Liability Insurance be cancelled before the expiration date thereof, Cancellation standards of the person(s) or organization(s) listed or described in the schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the person(s) or organization(s) listed or described in the Schedule, a copy of the written notice of the cancellation that was sent to you. The issuer of this Certificate will mail 60 days written notice (10 Days in the event of Non-payment of Premium) to the Certificate Holder at the address shown below. Notice to the first entity shown below shall be considered notice to any/all referenced entities.

CERTIFICATE HOLDER	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.
Truckee Meadows Water Authority 1355 Capital Blvd. Reno, NV 89502	authorized REPRESENTATIVE Charyl dynn Irawick

REVISION NUMBER:

ADDITIONAL INSURED - BLANKET

...This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

Under Covered Autos Liability Coverage, the Who is An Insured provision is amended to include as an "insured" the person or organization who is required under a written contract to be included as an "insured" under this policy, but only with respect to their legal liability for your acts or omissions or the act or omissions of a person for whom Covered Autos Liability Coverage is afforded under this policy.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: ZACAT1811401

Named Insured: ONEX YORK HOLDINGS, CORP.

This endorsement is effective on the inception date of this Pollcy unless otherwise stated herein:

Endorsement Effective Date: 7/1/2017

NOTICE OF CANCELLATION - CERTIFIC ATE HOLDERS (SPECIFIED DAYS)

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 60 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged. Endorsement Number:

Policy Number: ZACAT1811401

Named insured: ONEX YORK HOLDINGS, CORP.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 07-01-17

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POLICY NUMBER: ZACAT1811401

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name	Name Of Additional Insured Person(s) Or Organization(s);								
ALL	PARTIES	WHERE	REQUIRED	BY	A	WRITTEN	CONTRACT.		
	•								
mom	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 your acts or omissions or the acts or omissions of those acting on your behalf:
 - In the performance of your ongoing operations; or
 - In connection with your premises owned by or rented to you.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 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 is added to Section III – Limits Of Insurance:
 - If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance;
 - 1. Required by the contract or agreement; or
 - Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You): ANY PREMISES WHERE REQUIRED BY WRITTEN CONTRACT.										
Name	Of Person	(s) O	r Organi	zation(s) (Ad	ditional In	sured):				
							BY	WRITTEN	CONTRACT.	
Additi	onal Premiu	ım:	I	NCL.		.,		· · · · · · · · · · · · · · · · · · ·		

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 llability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

- Any "occurrence" which takes place after you cease to be a tenant in that premises.
- Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

 The insurance afforded to such additional insured only applies to the extent permitted by law; and

- 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 is added to Section III Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:							
ALL	PARTIES	WHERE	REQUIRED	BY.	A	WRITTEN	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 any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:
 - This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. 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.

- 2. This insurance does not apply to:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - b. "Bodily Injury" or "property damage" included within the "products-completed operations hazard".
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of insurance shown in the Declarations.

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NOTICE OF CANCELLATION - CERTIFICATE HOLDERS (SPECIFIED DAYS)

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 60 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged. Endorsement Number:

Policy Number: ZAGLB1820001

Named Insured: ONEX YORK HOLDINGS CORP

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 07-01-17

COMMERCIAL GENERAL LIABILITY CG 24 04 05 09

POLICY NUMBER: ZAGLB1820001

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS
PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH
CONTRACT WAS EXECUTED PRIOR TO THE LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
Information required to complete title ochedule, it not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We walve any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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CG 24 04 05 09

NOTICE OF CANCELLATION - CERTIFIC ATE HOLDERS (SPECIFIED DAYS)

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 60 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: ZAWCI1804401

Named Insured: ONEX YORK HOLDING CORP.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 07-01-17

00 ML0087 00 11 10 Page 1 of 1

(Ed. 4-84)

POLICY NUMBER: ZAWCI1804401

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO DATE OF LOSS.

This endorsement changes the policy to which it is attac	hed and is effective	on the date issued unle	ss otherwise stated.
(The information below is required only when this en	dorsement is issued	subsequent to preparat	ion of the policy.)

Endorsement Effective 07-01-17

Policy No. ZAWCI1804401

Endorsement No.

Insured ONEX YORK HOLDING CORP.

Premium \$ INCL.

Insurance Company ARCH INSURANCE COMPANY

Countersigned By		

DATE OF ISSUE: 07-07-17 WC 00 03 13

(Ed. 4-84)

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AGENCY CUSTOMER ID:	
100 "	



ADDITIONAL REMARKS SCHEDULE

PRODUCER York Alternative Risk Solutions, LLC		INSURED Onex York Holdings Corp. and its Subsidiaries
POLICY NUMBER		
CARRIER	NAIC CODE	
ADDITIONAL REMARKS		ISSUE DATE: 01/08/2018
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACC	ORD FORM	
FORM NUMBER: FORM TITLE:		
NAMED INSUREDS:		
ADIN HEALTHCARE, INC. ALAMED HOLDINGS, INC, ARIC OF MISSISSIPPI, INC. ARROWOOD INVESTMENT GROUP, LLC ATLANTIC GATEWAY INTERNATIONAL (SAC) LTD ATTENTA SERVICES, LLC AXIS (EASTERN CARIBBEAN) LIMITED AXIS (JAMAICA) LIMITED AXIS INTERNATIONAL SERVICES LTD BICKMORE BROWN REHABILITATION MANAGEMENT, INC. CAREWORKS OF OHIO LTD, LLC CAREWORKS TECHNOLOGIES LTD, LLC CAREWORKS LTD CAREWORKS, LTD CAREWORKS, LTD CAREWORKS MANAGED CARE SERVICES, INC. CCI INVESTMENTS, LLC CCO, INC. CMI, A YORK RISK SERVICES COMPANY, INC. COMPEVAL DD EXAMS, LLC COMPEVAL DD EXAMS, LLC COMPARTNERS, INC DONALD K SAMS & ASSOCIATES, INC. F.A. RICHARD & ASSOCIATES, INC. FARA BENEFIT SERVICES, INC. FARA BENEFIT SERVICES, INC. FARA GENERAL AGENCY, INC. FARA SECURITY SERVICES, INC.		
FAST360 LLC / fka MANAGED CARE NETWORK SERVICES FOX HILL HOLDINGS, INC. FRANK GATES (BERMUDA) LTD.	, LLC	
FRANK GATES ACCLAIM, INC. FRANK GATES OF NEW YORK, INC G2 TECHNOLOGIES, INC. INTEGRATED RISK MANAGEMENT, INC. JI SPECIAL RISKS INSURANCE AGENCY, INC. JI SPECIALTY SERVICES, INC. JOSEPH IVY FINANCIAL GROUP, INC. LITIGATION SOLUTIONS, LLC MCMC INDEPENDENT EXAMS, LLC		
MCMC, LLC. NATIONAL EMPLOYERS NETWORK ALLIANCE, INC. NEXUS ASSET ACQUISITION, CO. NORTHEAST ASSOCIATION MANAGEMENT, INC. (NEAMI) OHP, INC OMAC AGENCY, INC. ONEX YORK FINANCE LLC ONEX YORK FINANCE LP ONEX YORK MID CORP PERSI, LLC PUBLIC ENTITY RISK SERVICES OF ILLINOIS, LLC		
PUBLIC ENTITY RISK SERVICES OF INDINOIS, IECCURIC CAT, LLC RISK CONTROL 360, LLC RISK MANAGEMENT SOLUTIONS, INC. RMS ACQUISITION, INC. ROCKPORT COMMUNITY NETWORK, INC SAMS & ASSOCIATES, INC. SAMS INVESTIGATIONS UNLIMITED THE FRANK GATES COMPANIES, INC. [truncated]		

AGENCY CUSTOMER ID:		
LOC #:		



ADDITIONAL REMARKS SCHEDULE

Page 13 of 13

PRODUCER York Alternative Risk Solutions, LLC		INSURED Onex York Holdings Corp. and its Subsidiaries	
POLICY NUMBER			
CARRIER	NAIC CODE		
		ISSUE DATE: 01/08/2018	,
ADDITIONAL REMARKS			
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,			
FORM NUMBER. FORM TIT	1 E.		

(continued from previous page) THE FRANK GATES SERVICE COMPANY THE FRANK GATES SERVICES COMPANY INTEGRATED MANAGED HEALTH CARE PLAN, INC. THE RISK MANAGEMENT PLANNING GROUP, INC VANTAGE HEALTH PLAN, INC. VISUAL RISK SOLUTIONS, INC VOCWORKS LTD, LLC WELLCOMP MANAGED CARE SERVICES, INC.

York Alternative Risk Solutions LLC fka FRANK GATES ALTERNATIVE RISK, LLC YORK INSURANCE HOLDINGS, INC.

YORK INSURANCE SERVICES GROUP, INC. - CALIFORNIA

YORK INTERNATIONAL ARGENTINA S.A.

YORK RISK CONTROL SERVICES, LLC YORK RISK POOLING SERVICES, INC

YORK RISK SERVICES GROUP, INC. YORK RISK SERVICES GROUP INTERNATIONAL HOLDINGS, LTD

YORK RISK SERVICES GROUP, INC. - FLORIDA

YORK RISK SERVICES HOLDING CORP.

YORK RISK SERVICES ORGANIZATION, INC.

YORK RSG (INTL) COLOMBIA SAS

YORK RSG (INTL) LTD

YORK RSG (INTL) MEXICO

YORK SPECIAL INVESTIGATIONS, INC.

YORK WMCS CORP.

YORKPRO, INC

CERTIFICATE NUMBER: K38LH6HF