

POLICY NUMBER: GWP36200F

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980**

This endorsement modifies insurance provided under the following:


COMMERCIAL AUTO COVERAGE PART

Named Insured and Address:

LIQUID TRANSPORT CORP  
8470 ALLISON POINTE BLVD #400  
INDIANAPOLIS IN 46250

The provisions of the Coverage Form apply unless modified by this endorsement.

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

Dated at South Sioux City, Nebraska on <b>JULY 28, 2010</b>	Effective date <b>AUGUST 1, 2010</b>	Number
<b>GREAT WEST CASUALTY COMPANY</b>	Countersigned by  (Authorized Company Representative)	

(Authorized Company Representative)

**JOE MORTEN & SON INC**

The policy to which this endorsement is attached provides primary or excess insurance as indicated by "X", for the limits shown:

- This insurance is primary and the company shall not be liable for amounts in excess of **\$2,000,000** for each "accident".
- This insurance is excess and the company shall not be liable for amounts in excess of \_\_\_\_\_ for each "accident" in excess of the underlying limit of \_\_\_\_\_ for each "accident".

Whenever required by the Federal Motor Carrier Safety Administration the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 402-494-2411.

Cancellation of this endorsement may be effected by the company or the "insured" by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the "insured" is subject to the FMCSA'S jurisdiction, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, D.C.).

**DEFINITIONS AS USED IN THIS ENDORSEMENT****"ACCIDENT"** includes continuous or repeated exposure to conditions which results in "bodily injury", "property damage", or environmental damage which the "insured" neither expected nor intended.**"MOTOR VEHICLE"** means a land vehicle, machine, truck, tractor, "trailer", or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.**"BODILY INJURY"** means injury to the body, sickness or disease to any person, including death resulting from any of these.**"ENVIRONMENTAL RESTORATION"** means restitution for the "loss", damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.**"PROPERTY DAMAGE"** means damage to or loss of use of tangible property.**"PUBLIC LIABILITY"** means liability for "bodily injury", "property damage", and "environmental restoration".

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the "insured", within the limits stated

herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration.

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the "insured" for "public liability" resulting from negligence in the operation, maintenance or use of "motor vehicles" subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each "motor vehicle" is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the "insured" or elsewhere. Such insurance as is afforded, for "public liability", does not apply to injury to or death of the "insured's" "employees" while engaged in the course of their employment, or property transported by the "insured", designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the "insured". However, all terms, conditions and limitations in the policy to

which the endorsement is attached shall remain in full force and effect as binding between the "insured" and the company. The "insured" agrees to reimburse the company for any payment made by the company on account of any "accident", claim, or "suit" involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the "insured" as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately, to each "accident", and any payment under the policy because of any one "accident" shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other "accident".

The Motor Carrier Act of 1980 requires limits of financial responsibility according to type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility.

THE SCHEDULE OF LIMITS SHOWN BELOW DOES NOT PROVIDE COVERAGE. The limits shown in the SCHEDULE are for information purposes only.

#### SCHEDULE OF LIMITS Public Liability

Type of Carriage*		Commodity Transported	Minimum Insurance
(1)	For-hire (In interstate or foreign commerce).	Property (nonhazardous).	\$ 750,000
(2)	For-hire and Private (In interstate, foreign, or intrastate commerce).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1.1, 1.2, and 1.3 materials; any quantity of Division 2.3 Hazard Zone A or Division 6.1, Packing Group 1, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$ 5,000,000
(3)	For-hire and Private (In interstate or foreign commerce: in any quantity) or (In intrastate commerce: in bulk only).	Oil listed in 49 CFR 172.101; hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$ 1,000,000
(4)	For-hire and Private (In interstate or foreign commerce).	Any quantity of Division 1.1, 1.2 or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$ 5,000,000

\*Note: The type of carriage listed under numbers (1), (2), and (3) applies to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.

#### SCHEDULE OF LIMITS Public Liability

For-hire motor carriers of passengers operating in interstate or foreign commerce

Vehicle Seating Capacity		Minimum Insurance
(1)	Any vehicle with a seating capacity of 16 passengers or more.	\$ 5,000,000
(2)	Any vehicle with a seating capacity of 15 passengers or less.	\$ 1,500,000