

CERTIFICATE OF LIABILITY INSURANCE

DATE (IJEJ/DD/YYYY) 04/27/2021

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	COMPANY	CONTACT NAME: CLIENT CONTACT CENTER				
FEDERATED MUTUAL INSURANCE (HOME OFFICE: P.O. BOX 328		PHONE (A/C, No, Ext): 888-333-4949	664			
OWATONNA, MN 55060		E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM				
	•	INSURER(S) AFFORDING COVERA	3E	NAIC#		
		INSURER A: FEDERATED SERVICE INSURANC	E COMPANY	28304		
INSURED	265-142-0	INSURER B:				
FIKES WHOLESALE INC		INSURER C:				
PO BOX 1287 TEMPLE, TX 76503-1287		INSURER D:				
		INSURER E:				
		INSURER F:				
COLEDAGES	CERTIFICATE NUMBER: 747	DESCRIPTION AND	BACCO. O	· ·		

OVERAGES	CERTIFICATE NUMBER: 717	REVISION NUMBER: 0

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.

INSE	ł	TYPE OF INSURANCE	ADDL INSR	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
{	X	COMMERCIAL GENERAL LIABILITY						EÄCH OCCURRENCE	\$1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea accurrence)	\$100,000
								MED EXP (Any one person)	EXCLUDED
A			Y	Y	6047880	07/01/2021	07/01/2022	PERSONAL & ADV INJURY	\$1,000,000
l	GE	N'L AGGREGATE LIMIT APPLIES PER:					,	GENERAL AGGREGATE	\$2,000,000
	X	POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
		OTHER:						Ì	
		TOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X	ANY AUTO		ĺ				BODILY INJURY (Per person)	
Α		OWNED AUTOS ONLY SCHEDULED AUTOS	Y	Υ	6047880	07/01/2021	07/01/2022	BODILY INJURY (Per accident)	
	$oxed{oxed}$	HIRED AUTOS ONLY NON-OWNED AUTOS DNLY						PROPERTY DAMAGE	
	X	UMBRELLA LIAB X OCCUR		ĺ		-		EACH OCCURRENCE	\$10,000,000
Α		EXCESS LIAB CLAIMS-MADE	CLAIMS-MADE Y Y 6047	6047884	6047884 07/01/2021	07/01/2022	AGGREGATE	\$10,000,000	
	DED RETENTION								
		RKERS COMPENSATION D EMPLOYERS' LIABILITY						X PER STATUTE OTH-	
١,	AN	Y PROPRIETOR/PARTNER/EXECUTIVE		v	CO 4700E	07/04/0004	07/04/0000	E.L. EACH ACCIDENT	\$1,000,000
^	(Ma	andatory in NH)	N/A	, T	0047000	6047885 07/01/2021 07/01/2022	07/01/2022	E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$1,000,000		
1									
	<u></u>								
		TION OF OPERATIONS / LOCATIONS / VEHICLE	S (AC	ORD 10	11, Additional Remarks Schedule, may	be attached if more sp	pace is required)		
255	AI	TACHED PAGE							
l									

CERTIFICATE HOLDER 265-142-0

UPSHUR COUNTY JUDGE

PO BOX 790

GILMER, TX 75644-0790

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.

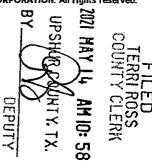
AUTHORIZED REPRESENTATIVE

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AGENCY	CUSTOMER	ID:	265-142-

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page __1_ of __1_

FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED FIKES WHOLESALE INC PO BOX 1287				
SEE CERTIFICATE # 717,0		TEMPLE, TX 76503-1287				
CARRIER SEE CERTIFICATE # 717.0	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 717.0				
ADDITIONAL REMARKS		·				
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACC	RD FORM,					
FORM NUMBER:25 FORM TITLE: CERTIFICATE O	F LIABILITY IN	NSURANCE				
INSURED - DESIGNATED PERSON OR ORGANIZATION ENT THE CERTIFICATE HOLDER IS A DESIGNATED INSURED DESIGNATED INSURED FOR COVERED AUTOS LIABILITY CENERAL LIABILITY CONTAINS A WATVER OF TRANSFER SUBROGATION) - AUTOMATIC ENDORSEMENT BUSINESS AUTO LIABILITY CONTAINS A WAIVER OF SI CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OIL WORKERS COMPENSATION CONTAINS A WAIVER OF SUBRO STATE STATUTE.	OORSEMENT. ON BUSINESS COVERAGE. OF RIGHTS JBROGATION F RIGHTS OF	IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE				
FOR COVERED AUTOS.						
	THE TERMS,	CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL				
UMBRELLA POLICY. BUSINESS AUTO POLICY INCLUDES THE MCS-90 ENDORS	SEMENT.					
FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM,	30 DAYS NO	TICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE				
EVENT THAT THE ISSUING COMPANY CANCELS THE POL	CY BEFORE	THE EXPIRATION DATE OF THE POLICY.				
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DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

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 this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Auto Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Named Insured: FIKES WHOLESALE INC

Endorsement Effective: 07-01-2021

SCHEDULE

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

UPSHUR COUNTY JUDGE PO BOX 790 GILMER TX 75644

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

POLLUTION LIABILITY - BROADENED COVERAGE FOR COVERED AUTOS - BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS

This endorsement modifies insurance provided under the following:

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.

- A. Covered Autos Liability Coverage is changed as follows:
 - Paragraph a. of the Pollution Exclusion applies only to liability assumed under a contract or agreement.
 - 2. With respect to the coverage afforded by Paragraph A1. above, Exclusion B.6. Care, Custody Or Control does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D. "Covered pollution cost or expense" means any cost or expense arising out of:
 - Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs a. and b. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

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

In the event of any payment for a loss under this Business Auto Coverage Part arising out of your ongoing operations, we agree to waive our rights under the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition against any person or organization, its subsidiaries, directors, agents or employees, for which you have agreed by written contract, prior to the occurrence of any loss, to waive such rights, except when the payment results from the sole negligence of that person or organization, its subsidiaries, directors, agents or employees.

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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 Of Additional Insured Person(s) Or Organization(s):
UPSHUR COUNTY JUDGE
PO BOX 790
GILMER TX 75644

DESCRIPTION OF INTEREST IF APPLICABLE:
ANY COVERAGE PROVIDED BY THIS '
ENDORSEMENT APPLIES ONLY TO FUEL
DELIVERY BY THE NAMED INSURED

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:
 - 1. In the performance of your ongoing operations; or
 - In connection with your premises owned by or rented to you.

However:

- - 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.

FIKES WHOLESALE INC PO BOX 1287 TEMPLE TX 76503 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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Policy Number: 6047880

Transaction Effective Date: 07-01-2021

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART **ELECTRONIC DATA LIABILITY COVERAGE PART** LIQUOR LIABILITY COVERAGE PART _POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES _ POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART RAILROAD PROTECTIVE LIABILITY COVERAGE PART UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

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

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

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FORM MCS 90

ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Issued to	FIKES WHOLESAL	E INC				of	TEMPLE	TX		
Dated at	Owatonna, MN 55	060	this	13th	day of	April	•		, 20	21
Amending P	olicy No 6047880			Eff	ective Date	07-0	1-2021			
Name of Ins	urance Company	FEDERATED SER	RVICE INS	URANC	E COMPA	NY				-
			Countersign	ed by				n Prik		
							ized Compa	, ,		
	o which this endorsemen							r the limits	s shown:	
X This insu	rance is primary and the	company shall not be	liable for ar	nounts in	excess of \$	Φ1,0	000,000	fo	or each acci	dent.
_	rance is excess and the inderlying limit of \$	· · · · · · · · · · · · · · · · · · ·	liable for am accident	ounts in	excess of \$		fo	or each ac	cident in ex	cess of
policy and a	equired by the Federal N II its endorsements The ne policy is in force as of	company also agrees,	upon telepho	one reque	est by an aut		representat			ate of said
party (said a insured is s	of this endorsement ma 35 days notice to comm ubject to the FMCSA's r to commence from the d	ence from the date the egistration requiremen	e notice is n its under 49	nalled, pr U.S.C. 13	roof of mailir 3901, by prov	ng shall l /iding thi	be sufficien rty (30) day	t proof of	notice), and	I (2) if the
		DEFINITION	NS AS USED	IN THIS	ENDORSEM	ENT				
which result	cludes continuous or re ts in bodily injury, prop ch the insured neither ex	erty damage, or envi		prop	erty Damag erty.		-			•
or semitraile	ele means a land vehicle or propelled or drawn by or transporting property,	mechanical power and	d used on	or d disch atmo	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					
	y means injury to the bo uding death resulting from		se to any	trans remo mitig	sported by oval and the late damage fish, and wild	a motor cost of to hum	r carrier. 1 necessary	This shall measures	include the taken to m	e cost of inimize or
					ic Liability i			odily inju	ry, property	/ damage,
automobile I by the Insur property, wi and the rule Administration	ce policy to which this endiability insurance and is ed, within the limits state the Sections 29 and 30 ones and regulations of the premium state of the pre	amended to assure or ed herein, as a motor of the Motor Carrier Ac e Federal Motor Carri ated in the policy to v	ompliance carrier of ct of 1980 ier Safety which this	irres the i polic force The made invol	ny final judg pective of the insured. How y to which and effect insured agree by the con ving a bread	ne finance vever, all the ende as bindin ees to n mpany of	cial condition If terms, coorsement is If the property is If th	on, insolver priditions, as attached in the insuri the compa of any ac he policy,	ncy or bank and limitation I shall remained and the any for any cident, clair and for any	cruptcy of ons in the ain in full company. payment or suit payment
within the I recovered a negligence i	t is attached, the insure imits of liability describ against the insured for n the operation, mainter	ped herein, any final public liability resul- nance or use of motol	judgment ting from r vehicles	provi endo	the company Isions of the Irsement.	policy e	except for t	the agreem	nent contain	ed in this
30 of the M each motor whether or territory aut	ne financial responsibility of Carrier Act of 1980 vehicle is specifically not such negligence of horized to be served by a sis afforded, for public I	o regardless of wheth described in the po ccurs on any route of the insured or elsewh	er or not olicy and or in any ere. Such	to pa here	further under by any final in, the judgm betent jurisc nent.	judgmen nent cred	t recovered litor may m	l again the aintain an	insured as action in an	provided y court of
to or death of their endesignated a provision, sendorsemen	of the insured's employed ployment, or property as cargo. It is understoo tipulation, or limitation t, or any other endo I relieve the company from	es while engaged in the transported by the d and agreed that no contained in the po rsement thereon, or	he course insured, condition, blicy, this violation	this payn oper	limits of the endorsemer nent under tate to reduce judgments re	nt apply the polic e the lia	separately because ability of th	y to each of any or e company	n accident ne accident y for the pa	and any shall not

Policy Number: 6047880

SCHEDULE OF LIMITS PUBLIC LIABILITY

	Type of carriage	Commodity transported	Jan. 1, 1985
(1)	For-hire (In interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Property (nonhazardous)	\$750,000
(2)	For-hire and Private (In interstate, foreign or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Hazardous substances as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hoppertype vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1.1., 1.2, and 1.3 materials. Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, 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; with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in 49 CFR 172.101; hazardous waste, 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, with a gross vehicle weight rating of less than 10,000 pounds).	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 I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$5,000,000

प्रकारक स्थापित । इसके क्यांकित व इसके व

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Τh	is endorsement, effective on 07/01/2021 at 12:01 A.M	1. standard time	, forms a	part of		
Ро	licy No. 6047885					
lss	sued to Fikes Wholesale Inc					
iss	sued by Federated Service Insurance Company					
En	dorsement No. 1					
			Authorize	ed Representat	ive	
•		··· - ·· · · · · · · · · · · · · · · ·		· · ·	en e	الله المالية ا المسلمات المالية المال
Th Inf	is endorsement applies only to the insurance provided ormation Page.	by the policy b	ecause T	exas is shown	in iten	n 3.A. of the
en res	e have the right to recover our payments from anyon force our right against the person or organization na spect to bodily injury arising out of the operations ditten contract to obtain this waiver from us.	amed in the Scl	hedule, b	ut this waiver	applie	es only with
	is endorsement shall not operate directly or indirectly		e not nan	ned in the Sch	edule.	
Th	e premium for this endorsement is shown in the Scheo	lule.				
1_	Specific Waiver	edule		RS40	2021 MA	Z., :
••	Name of person or organization:			<u> </u>	Z	´⊊g _n `
				DEPUTY. TX.	4 AM 10: 58	ILED RI ROSS TY CLERK
	•					
	X Blanket Waiver					
	Any person or organization for whom the Named waiver.	Insured has agi	reed by w	ritten contract	to furr	nish this
2.	Operations:					
3.	Premium:					
	The premium charge for this endorsement shall be connection with work performed for the above per described.	percent rson(s) or orga	of the pr nization(s	emium develong arising out	oped of of the	n payroll in operations
4.	Advance Premium: Included					

265-142-0 717

BS004-08 - 0031

#BWNDHBS #XWXW0021XXXXXXX5# UPSHUR COUNTY JUDGE PO BOX 790 GILMER TX 75644-0790