

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION FOR SPECIFIED PERSON, ENTITY OR ORGANIZATION

This endorsement modifies insurance provided under the following:

EnviroPACE Insurance Policy

SCHEDULE

Name Of Person(s), Entity(ies) or Organization(s):

Where Required By Written Contract

Section **XXIII. CONDITIONS, 17. Subrogation** is amended by the addition of the following:

In the event of any payments made pursuant to this Policy, we shall be subrogated to any insured's rights of recovery against any person, entity or organization. The insured shall execute and deliver instruments and papers and do whatever is necessary to secure and perfect such rights. No insured shall do anything to prejudice such rights.

Any recovery obtained as a result of subrogation, after such expenses incurred in the subrogation proceedings are deducted by us, shall accrue first to the insured to the extent of any payments in excess of the Limit of Liability; then us to the extent of any payments made under this Policy; and then to the insured to the extent of its Deductible.

However, solely with respect to Coverage Part 1 or Coverage Part 2, if the insured has waived rights of recovery against the person(s), entity(ies) or organization(s) shown in the SCHEDULE above prior to a **loss** or **claim**, we waive any right to recovery we may have under the Policy against such person(s), entity(ies) or organization(s).

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.