

ENDORSEMENT FOR

OMB No. 2125-0074

approved

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

AMENDED

Issued to Transport La Fiesta Inc. of 137 Bellerive, Vaudreuil-Dorion, PQ J7V 8P2

Dates at 200-5310 Explorer Dr. Mississauga, Ontario L4W 5H8 This 4 Day of April, 2005

Amending Policy No. 804963 Effective date 4/4/2005

Name of Insurance Company Lincoln General Insurance Company

Telephone number (800) 265-5458 Countersigned by 

Authorized Company Representative

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

- This insurance is primary and the company shall not be liable for amounts in excess of \$ 1,000,000.00 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 Highway Administration (FHWA) or the Interstate Commerce Commission (ICC), the company agrees to furnish the FHWA or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FHWA or the ICC to verify that the policy is in force as of a particular date.

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 day 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 ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said 30 days notice to commence from the date the notice is received by the ICC at its office in Washington, D.C.).

**DEFINITIONS AS USED IN THIS ENDORSEMENT**

**ACCIDENT** includes continuous or repeated exposure to conditions which result 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 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 Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).

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 judgement 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 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 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

The Motor Carrier Act of 1980 requires limits of financial responsibility according to the type of carriage and commodity transported in by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility. THE SCHEDULE OF LIMITS SHOWN ON THE NEXT PAGE APPLIES.

The limits shown in the schedule are for information purposes loss, damage, or destruction of natural resources arising out of 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.

Endorsement thereon, or violation thereof, shall relieve the company from liability or from any payment of any final judgement, 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 judgement recovered against the insured as provided herein, the judgement 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 judgements resulting from any other accident.

**SCHEDULE OF LIMITS  
Public Liability**

	<b>Type of Carriage</b>	<b>Commodity Transported</b>	<b>Minimum Insurance</b>
(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 materials; 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 Class 7 material as defined in 49 CFR 173.403.	5,000,000

**Note :** The type of carriage listed under (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

	<b>Vehicle Seating Capacity</b>	<b>Minimum Insurance</b>
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