

**STATE OF HAWAII
CONTRACT FOR GOODS OR SERVICES
BASED UPON COMPETITIVE SEALED PROPOSALS**

This Agreement, executed on the respective dates indicated below, is effective as of the date designated in the NOTICE TO PROCEED, between the OFFICE OF ELECTIONS, State of Hawaii (hereinafter "STATE"), by its GENERAL COUNSEL, whose address is 802 Lehua Avenue, Pearl City, Hawaii 96782 and HART INTERCIVIC, INC. (hereinafter "CONTRACTOR"), a CORPORATION, under the laws of the State of TEXAS, whose business address and taxpayer identification number are as follows: 15500 WELLS PORT DRIVE, AUSTIN, TEXAS, 78729, FEDERAL TAX NO. 95-3248916, HAWAII TAX NO. 50097728-01.

RECITALS

A. The STATE desires to retain and engage the CONTRACTOR to provide the goods or services, or both, described in this Contract and its attachments, and the CONTRACTOR is agreeable to providing said goods or services or both.

B. The STATE has issued a request for competitive sealed proposals, and has received and reviewed proposal(s) submitted in response to the request.

C. The solicitation for proposals and the selection of the CONTRACTOR were made in accordance with section 103D-303, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 ("HAR"), Chapter 122, Subchapter 6, and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").

D. The CONTRACTOR has been identified as the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation.

E. Pursuant to HRS §§ 11-1.55 & 103D-303, the STATE is authorized to enter into this Contract.

F. Money is available to fund this Contract pursuant to the Help America Vote Act (S-228-10) (Federal) in the amount of \$4,600,000. Additionally, general funds, in the amount of \$2,773,684 (G004-10)(State), pursuant to Act 162, SLH 2009, are available to fund this Contract. Pursuant to HRS § 11-184 the State and Counties are responsible for splitting the cost of this Contract. As such, payments may be made through a combination of state, federal, and county funds. However, as previously indicated, the State has sufficient funds, as the signatory to this Contract to fund the entire Contract.

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the CONTRACTOR agree as follows:

1. Scope of Services. The CONTRACTOR shall, in a, proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the request for competitive sealed proposals number RFP-10-001 ("RFP"), including all addenda, and the CONTRACTOR'S accepted proposal, including its March 15, 2010 Best and Final Offer, ("Proposal"), both of which even if not physically attached to this Contract, are made a part of this Contract. In addition, the CONTRACTOR shall comply with the Time of Performance requirements as indicated below.

2. Time of Performance. The services required of the CONTRACTOR under this Contract shall be performed and completed in accordance with the RFP and as mutually agreed upon with the CONTRACTOR. To the extent the Primary Election is moved to the second Saturday in August or a similar date, the time of performance is hereby amended to reflect the new Primary Election date, and all dates tied to that date are correspondingly updated, as to be determined by the STATE.

The term of the Contract shall be from the Contract start date stated on the Notice to Proceed up to and including December 31, 2014 (i.e. 2010, 2012, and 2014 election cycles), with an option to extend, if mutually agreed upon in writing, for up to three (3) additional twenty-four month periods or any portion thereof in the State's discretion.

This Contract is subject to the availability of funds after the first year (12 months). The contract will be cancelled if funds are not available to support the contract performance in any fiscal period subsequent to the first twelve (12) months of the Contract. This, however, does not affect either the State's rights or the Contractor's rights under any termination clause of the Contract.

3. Bonds. The CONTRACTOR is required to provide a performance bond in the amount of FIVE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$5,750,00.00).

4. Compensation. The CONTRACTOR shall be compensated for goods supplied or services performed, or both, under this multi-term Contract in a total amount not to exceed ELEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$11,500,000.00), inclusive of taxes, subject to availability of funds. (i.e. \$4,600,000 –

2010, \$3,450,000 – 2012, and \$3,450,000 – 2014). To the extent an option to extend by mutual agreement is exercised, the compensation will be determined by mutual agreement, and will be subject to availability of funds.

5. Notice to Proceed. If the CONTRACTOR is given a Notice to Proceed less than 120 days prior to the State of Hawaii's 2010 Primary Election, and if the CONTRACTOR is able to objectively show that additional expenses for expedited delivery of goods and/or services paid to third parties, are directly attributable to any delay in the issuance of the Notice to Proceed, the CONTRACTOR may be compensated for the actual difference in cost of the goods or services.

Likewise, if a Notice to Proceed is issued 120 days or more prior to the current 2010 Primary Election date, but a legislative change in the 2010 Primary Election date subsequently occurs, causing the CONTRACTOR to have less than 120 days notice of the 2010 Primary Election date, if the CONTRACTOR is able to objectively show that additional expenses for expedited delivery of goods and/or services paid to third parties, are directly attributable this, the CONTRACTOR may be compensated for the actual difference in cost of the goods or services.

Further, in the event of litigation, initiated by a third party, in which a stay is imposed by law, or by an administrative hearings officer, or a court of law, if the CONTRACTOR is able to objectively show that additional expenses for expedited delivery of goods and/or services paid to third parties, are directly attributable this, the CONTRACTOR may be compensated for the actual difference in cost of the goods or services.

Finally, in regards to the above noted matters, the CONTRACTOR will be required to provide evidence of what the original expense to the third party would have been without the delay, and what it is as a result of the delay. In no event, however, will additional compensation exceed TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00).

6. Liquidated Damages. Liquidated damages shall be assessed in accordance with the RFP. As such, compensation may be reduced by the amount of liquidated damages, if any, assessed. Item 4.6.2 Incorrectly Printed Ballots, Appendix G, is amended to include an additional bullet which says the following: "Is not initially able to be read by an individual or by the Hart voting system."

While the CONTRACTOR has agreed to the liquidated damages in Item 4, Appendix G, and it is responsible for ensuring the quality of its goods and services, the STATE, will to the extent known to it at the time, inform CONTRACTOR, within a reasonable period of time, of situations which may necessitate the assessing of liquidated damages. However, as elections are a fluid process, the STATE may not be able to determine that a situation necessitates the assessment of liquidated damages until after the election.

Upon being informed of situations which might justify the assessment of liquidated damages, the CONTRACTOR may ask for appropriate documentation of the situation. To the extent, ballots or similar election materials are under seal, until after the election contest period has passed, or after the resolution of any election contest, the CONTRACTOR will be provided the documentation within 10 working days of the latter of those two dates.

The STATE and CONTRACTOR in discussing the assessment of liquidated damages may discuss how improvements can be made to the conducting of the elections to avoid these situations in further elections. A final determination of the amount of liquidated damages to assess will be made by the last working day of December, unless an election contest is still pending. Otherwise, a final determination will be made within thirty days of the resolution of an election contest.

7. Maintenance. The CONTRACTOR shall maintain the documents required in Section 6.110 of the RFP through the term of the Contract. In addition, the CONTRACTOR shall maintain the required insurance coverage described in Section 6.170 of the RFP through the term of the contract. In regards to the performance bond, the CONTRACTOR shall initially provide a performance bond that will be effective through December 31, 2010, in order to cover the elections up to that date. The CONTRACTOR shall subsequently provide to the STATE by January 1, 2011, a performance bond for the period of January 1, 2011 through December 31, 2012. The CONTRACTOR shall provide to the STATE by January 1, 2013, a performance bond for the period of January 1, 2013 through December 31, 2014. In the event of the exercise of an option to extend, CONTRACTOR will provide a performance bond for the option period. The goal of these provisions is to ensure that the STATE is continually covered by a performance bond during any period covered by the Contract, including any exercise of an option to extend.

8. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR is attached to and made a part of this Contract.


9. Other Terms and Conditions. The General Conditions and any Special Conditions are attached to and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) this Contract, including all attachments and addenda; (2) the RFP, including all attachments and addenda; and (3) the PROPOSAL including the March 15, 2010 Best and Final Offer.

10. Notices. Any written notice required to be given by a party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice to the STATE shall be sent to the Office of Elections at 802 Lehua Avenue, Pearl City, Hawaii 96782. Notice to the CONTRACTOR shall be sent to the CONTRACTOR'S address as indicated in the Contract. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the STATE in writing of any change of address.

11. Counterparts and Delivery. This Contract may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of any signature pages or other attachments to this Contract by facsimile transmission or as a PDF attachment to an email message shall have the same effect as the manual delivery of an original of said signature page or attachment, and all such signature pages or attachments will be deemed to be as valid as an original whether or not a Party delivers manually the signature pages or attachments to this Contract, although it is the Parties' intention to deliver any signature pages or attachments after any facsimile or email delivery.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures,
on the dates below, to be effective as of the date first above written.


STATE

Signature 
Print Name Aaron H. Schulaner
Print Title General Counsel
Date 6/30/2010


CORPORATE SEAL

(If available)

CONTRACTOR

Name of Contractor Hart InterCivic, INC
Signature 
Print Name GREGG L. BURT
Print Title President & CEO *
Date 6/29/10

APPROVED AS TO FORM


General Counsel

*Evidence of authority of the CONTRACTOR'S representative to sign this Contract for
the CONTRACTOR must be attached.



STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF TEXAS)
) SS.
 COUNTY OF TARRANT)

On this 29th day of JUNE, 2010 before me appeared
Gregg Burt and _____, to me
known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are
President & CEO and _____ of
HART INTERCIVIC, INC, the
CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said
instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they executed said
instrument as the free act and deed of the CONTRACTOR.

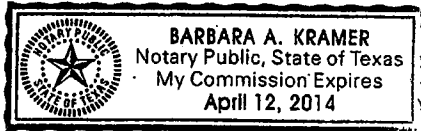
Barbara A Kramer
(Signature)

BARBARA KRAMER
(Print Name)

Notary Public, State of TEXAS

My commission expires: April 12, 2014

(Notary Stamp or Seal)



Doc. Date: June 29, 2010 # Pages: 17

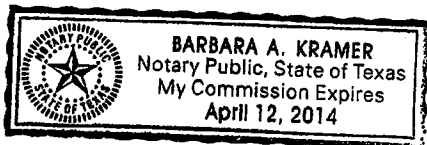
Notary Name: BARBARA KRAMER TEXAS Circuit

Doc. Description: CONTRACT Referring to
RFP 10 - 001 - SW

(Notary Stamp or Seal)

Barbara A Kramer 6/29/2010
Notary Signature Date

NOTARY CERTIFICATION





STATE OF HAWAII
CONTRACTOR'S
STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).


On behalf of _____, CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR is is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. CONTRACTOR has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

CONTRACTOR understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

*Reminder to Agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

CONTRACTOR

By 
(Signature)

Print Name GREGG L. BUNT

Print Title President & CEO

Name of Contractor HART INTERCIVIC, INC

Date 6/29/2010



STATE OF HAWAII

CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

1. By Heads of Departments Delegated by the Director of the Department of Human Resources Development ("DHRD").*

Pursuant to a delegation of the authority by the Director of DHRD, I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, Hawaii Revised Statutes (HRS).

[Signature]
(Signature)
SCOTT NAGO

JUNE 30, 2010
(Date)

(Print Name)
CHIEF DELEGATION OFFICER
(Print Title)

* This part of the form may be used by all department heads and the heads of attached agencies to whom the Director of DHRD expressly has delegated authority to certify § 76-16, HRS, civil service exemptions. The specific paragraph(s) of § 76-16, HRS, upon which an exemption is based should be noted in the contract file. If an exemption is based on § 76-16(b)(15), the contract must meet the following conditions:
(1) It involves the delivery of completed work or product by or during a specific time;
(2) There is no employee-employer relationship; and
(3) The authorized funding for the service is from other than the "A" or personal services cost element.

NOTE: Not all attached agencies have received a delegation under § 76-16(b)(15). If in doubt, attached agencies should check with the Director of DHRD prior to certifying an exemption under § 76-16(b)(15). Authority to certify exemptions under §§ 76-16(b)(2), and 76-16(b)(12), HRS, has not been delegated; only the Director of DHRD may certify §§ 76-16(b)(2), and 76-16(b)(12) exemptions.

2. By the Director of DHRD, State of Hawaii.

I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, HRS.

(Signature)

(Date)

(Print Name)

(Print Title, if designee of the Director of DHRD)



STATE OF HAWAII
STATE PROCUREMENT OFFICE

CERTIFICATE OF VENDOR COMPLIANCE

This document presents the compliance status of the vendor identified below on the issue date with respect to certificates required from the Hawaii Department of Taxation (DOTAX), the Internal Revenue Service, the Hawaii Department of Labor and Industrial Relations (DLIR), and the Hawaii Department of Commerce and Consumer Affairs (DCCA).

Vendor Name: **HART INTERCIVIC INC.**
DBA/Trade Name: **HART INTERCIVIC INC.**
Issue Date: **09/18/2009**
Status: **Compliant**
Hawaii Tax#: **50097728-01**
FEIN/SSN#: **95-3248910**
UI#: **No record**
DCCA FILE#: **208979**

Areas of Compliance for this Vendor on issue date:

Form	Department(s)	Status
A-8	Hawaii Department of Taxation Internal Revenue Service	Compliant Compliant
COGS	Hawaii Department of Commerce & Consumer Affairs	Compliant
LIR27	Hawaii Department of Labor & Industrial Relations	Compliant

Status Legend:

Status	Description
Exempt	The entity is exempt from this requirement
Compliant	The entity is compliant with this requirement
Pending	The entity is compliant with DLIR requirement
Submitted	The entity has applied for the certificate but it is awaiting approval
Not Compliant	The entity is not in compliance with the requirement and should contact the issuing agency for more information

9/18/2009

Hart InterCivic, Inc.
Representative Authorization


1. I hereby certify that I am the President and CEO of Hart InterCivic, Inc., located in the city of Austin and the state of Texas.
2. I further certify that I am authorized, on behalf of and as the act of this corporation, to execute and deliver proposals, contracts and other documents and to take such other lawful actions as they deem necessary or appropriate ("Transactions") to sell the corporation's voting products (including without limitation the corporation's Hart Voting System) and print products, and in connection therewith to license this corporation's proprietary software, to federal, state, county, local and other governmental entities in response to requests for proposals and other similar procurements by such entities; and,

I further certify that the individuals listed below are authorized to take or cause to be taken, all further lawful actions in connection with the Transactions and to execute and deliver all instruments in regard to the Transactions that may be deemed necessary or appropriate to submit, negotiate, contract under and implement such Transactions and any resulting contracts, as conclusively evidenced by the taking of the action or execution and delivery of the instruments.

Authorized representatives:

Gregg Burt -- President & CEO
John Thornborrow -- CFO
Phillip Brathwaite -- Sr. VP & General Manager

In witness hereof, I have hereupon set the seal of this corporation this 22nd day of February, 2010.



Gregg Burt
President & CEO

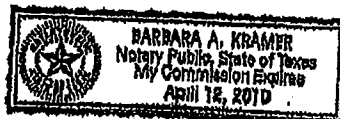
(SEAL OF CORPORATION)

State of Texas
County of Travis

This instrument was acknowledged before me on this 22nd day of February, 2010 by Gregg Burt, President & CEO of Hart InterCivic, Inc., on behalf of said corporation.


Notary Public's Signature

(NOTARY SEAL)



**WAGE CERTIFICATE
FOR SERVICE CONTRACTS
(See Special Provisions)**

Subject: RFP No.: RFP-10-001-SW

Title of RFP: Sealed Offers For A Voting Equipment System

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror Hart International, Inc.

Signature 

Title SVP & GM, Hart Voting Systems

Date February 23, 2010

Client#: 15230

CAGACQ

AGORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 08/28/09
PRODUCER USI Southwest Austin /CL 7800-B N. Capital of TX Hwy #200 Austin, TX 78731 512 481-7858	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGES AFFORDED BY THE POLICIES BELOW.	
INSURED	INSURERS AFFORDING COVERAGE	NAIC #
Hart InterCivis, Inc. 15500 Wells Port Drive Austin, TX 78728	INSURER A: Great Northern Insurance Company	
	INSURER B: Texas Pacific Indemnity Company	
	INSURER C: Federal Insurance Company	
	INSURER D:	
	INSURER E:	

COVERAGES
 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURED WITH INTEREST	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	35764146DAL	08/01/09	08/01/10	EACH OCCURRENCE \$1,000,000
	MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000				
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NONOWNED AUTOS	73601828	08/01/09	08/01/10	COMBINED SINGLE LIMIT (All accidents) \$1,000,000
	BODILY INJURY (Per person) \$ BODILY INJURY (Per occurrence) \$ PROPERTY DAMAGE (Per occurrence) \$				
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ <input checked="" type="checkbox"/> RETENTION \$0	78249771	08/01/09	08/01/10	EACH OCCURRENCE \$16,000,000 AGGREGATE \$15,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Type describe under SPECIAL PROVISIONS below) OTHER	71708287	08/01/09	08/01/10	<input checked="" type="checkbox"/> WS STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 The State of Hawaii and the counties of Hawaii, Maui, Kauai and the city and county of Honolulu are additional insureds with respect to all operations performed for the four (4) counties and the state of Hawaii. It is agreed that any insurance maintained by the state of Hawaii will (See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
State of Hawaii, Department of Accounting and General Services Office of Elections 802 Lehua Avenue Pearl City, HI 96782	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL endeavor to MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE T. W. O'AGARA

DESCRIPTION (Continued from page 1)

apply in excess of, and not contribute with, insurance provided by these policies.