

# **ENDORSEMENT 1**

## **(BUY BACK ENDORSEMENT)**

Endorsement attaching to and forming part of Section II of the MACo PCT Manuscript Liability Indemnity Agreement. Effective date of endorsement

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### **ZONING COMMISSION LIABILITY**

It is hereby agreed that coverage under Section II is extended to judicial review of claims or appeals concerning the Indemnitee's actions related to zoning decisions affecting specific individuals or entities for the cost of defense only for such judicial review of claims and appeals.

Regarding such cost of defense, the Indemnitee shall pay the Indemnitee's designated deductible amount, or the first \$10,000 of such costs, whichever is greater, and the Trust will pay costs of such defense in excess of those amounts which are the responsibility of the Indemnitee.

This endorsement is limited to Zoning Actions taken under authority granted by Parts 1 and 2 of Title 76, Chapter 2 of the Montana Code Annotated. This endorsement does not extend coverage to claims based on, involving or arising out of the adoption, amendment or repeal of zoning rules, regulations or ordinances or to claims based on, involving or arising out of any legislative act.

The coverage offered by this endorsement is offered as a buy back endorsement for an additional and separate assessment.

**ALL OTHER TERMS, CONDITIONS AND LIMITATIONS UNDER SECTION II REMAIN UNCHANGED.**

## **ENDORSEMENT 2**

### **(BUY BACK ENDORSEMENT)**

Endorsement attaching to and forming part of Section II of the MACo PCT Manuscript Liability Indemnity Agreement. Effective date of endorsement

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### **ETHICAL VIOLATION LIABILITY**

It is hereby agreed that coverage under Section II is extended for defense only to proceedings involving assessment of sanctions for claimed ethical violation or professional misconduct for an Indemnatee appearing before a state organized or recognized licensing or professional regulatory body when the conduct or claim alleged would otherwise be covered under this Agreement. Regarding such cost of defense, the Indemnatee shall pay the Indemnatee's designated deductible amount, or the first \$10,000 of such costs, whichever is greater, and the Trust will pay costs of such defense in excess of those amounts which are the responsibility of the Indemnatee.

The coverage offered by this endorsement is offered as a buy back endorsement for an additional and separate assessment.

**ALL OTHER TERMS, CONDITIONS AND LIMITATIONS UNDER SECTION II REMAIN UNCHANGED.**

## **ENDORSEMENT 3**

### **(BUY BACK ENDORSEMENT)**

Endorsement attaching to and forming part of Section II of the MACo PCT Manuscript Liability Indemnity Agreement. Effective date of endorsement

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#### **FLOODPLAIN REGULATION ENFORCEMENT LIABILITY**

It is hereby agreed that coverage under Section II is extended to judicial review of claims or appeals concerning the Indemnitee's actions related to the enforcement of Floodplain Regulations affecting specific individuals or entities for the cost of defense only for such judicial review of claims and appeals.

Regarding such cost of defense, the Indemnitee shall pay the Indemnitee's designated deductible amount, or the first \$10,000 of such costs, whichever is greater, and the Trust will pay costs of such defense in excess of those amounts which are the responsibility of the Indemnitee.

**ALL OTHER TERMS, CONDITIONS AND LIMITATIONS UNDER SECTION II REMAIN UNCHANGED.**