NOTICE OF AWARD OF CONTRACT

TO: RED WING BRANDS OF AMERICA, INC.
601 N. HAMMONDS FERRY ROAD, STE D-E
LINTHICUM, MD 21090

DATE ISSUE APRIL 12, 2013
CURRENT REFERENCE NO: 692-13-3
CONTRACT TITLE: SAFETY SHOES
PRIOR REFERENCE NO.

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on JANUARY 31, 2018.

CONTRACT PRICING:

EXHIBIT A

ATTACHMENTS:

AGREEMENT 692-13-3

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: WAYNE ORR VENDOR TEL. NO: 301-928-2523
VENDOR PAYMENT TERMS: NET 30 DAYS
EMAIL ADDRESS: WAYNE.ORR@REDWINGSHOE.COM
COUNTY CONTACT: ELIZABETH DOOLEY COUNTY TEL. NO: 703-228-3407

CONTRACT AUTHORIZATION DISTRIBUTION

Elizabeth Dooley, CPPO, CPPB DATE: 4/12/13
Assistant Purchasing Agent

VENDOR: 1
DID FOLDER: 1
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201

AGREEMENT NO. 692.13.3

THIS AGREEMENT (hereinafter “Agreement” or “Contract”) is made, on the date of execution by the County, between RED WING BRANDS OF AMERICA, INC. (“Contractor”), a Minnesota Corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia (“County”). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS
The contract documents consist of this Agreement, and Exhibit A – Brands & Discount from List Pricing, (collectively, “Contract Documents”).

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents and the remaining Contract Documents shall be complementary to each other and if there are any conflicts the most stringent terms or provisions shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties’ agreement which is not contained in the Contract Documents. The Contract Documents may be referred to herein below as the “Contract” or “Agreement”.

2. CONTRACT TERM
The Contractor’s provision of goods (“Work”) for the County will commence on the date signed by both parties, and the Work shall be completed no later than JANUARY 31, 2018 (“Contract Term”), subject to any written modifications as provided for in the Contract Documents.

3. CONTRACT PRICING
Unless otherwise provided in the Contract Documents, the Contractor shall provide the goods set forth in the Contract Documents at the discount from list provided in Exhibit A.

4. PROJECT OFFICER
The performance of the Contractor is subject to the review and approval of the County Project Officer (“Project Officer”), who shall be appointed by the Director of the Arlington County department or agency requesting the work under the Contract Documents. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

5. PAYMENT TERMS
Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct, as determined by the Project Officer, invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted
on the date of shipment or delivery of service, subject to applicable payment terms. The number of the County Purchase Order pursuant to which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by the County.

6. PAYMENT OF SUBCONTRACTORS
The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) calendar days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as those contained herein with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

7. NON-APPROPRIATION
All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

8. REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)
During the Contract Term, the Contractor will furnish all of the goods or services described in the Contract Documents if so requested by the County. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no, or fewer, items or services are required or requested by the County. Any quantities which are included in the Contract
Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy that amount, or any amount, as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require goods and/or services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices set forth in this Contract.

9. COUNTY PURCHASE ORDER REQUIREMENT
County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and sole expense.

10. DELIVERY
All goods are purchased F.O.B. destination in Arlington County as designated in this Contract. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. Transportation, handling and all related charges are included in the unit prices or discounts submitted by the Contractor with its bid.

11. WARRANTY
All goods and materials provided to the County shall be fully guaranteed by the Contractor against factory defects. Any defects which may occur as the result of either faulty material or workmanship by the manufacturer within the period of the manufacturer's standard warranty shall be corrected by the Contractor at no expense to Arlington County. The Contractor shall provide evidence of all manufacturers' warranties to the Project Officer at the time of delivery. All goods and materials are also guaranteed by the Contractor against defects resulting from the use of inferior or faulty materials or workmanship for one (1) year from the date of final acceptance by the County in addition to and irrespective of any manufacturer's or supplier's warranty. No date other than the date of final acceptance shall govern the effective date of the Guaranty, unless that date is agreed upon by the County and the Contractor in advance and in a signed writing.

12. INSPECTION, ACCEPTANCE, TITLE, AND RISK OF LOSS
Inspection and acceptance of goods or materials by the County will be at the delivery location in Arlington County, Virginia, and within ten (10) calendar days of delivery, unless otherwise provided for in the Contract. The County will not inspect, accept, or pay for any goods or materials stored or delivered off-site by the Contractor.

Title and risk of loss or damage to all goods shall be the responsibility of the Contractor until acceptance by the County. The County's right of inspection shall not be deemed to relieve the Contractor of its obligation to ensure that all articles, materials and supplies are consistent with specifications and instructions and are fit for their intended use. The County reserves the right to conduct any tests or inspections it may deem appropriate before acceptance.

No goods or materials shall be purchased by the Contractor or any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that it has good title to, and that it will require all subcontractors to warrant that they have good title to, all goods or materials for which the Contractor invoices for payment.
13. DISPOSAL OF PACKING MATERIALS, TRASH, AND DEBRIS
The Contractor shall be responsible for all costs associated with the immediate removal of all packing materials, trash, and debris ("Waste"), and legal disposal of said Waste off-site. No County building or waste containers shall be used for such Waste. Failure to adhere to this requirement will result in the County contracting for removal and disposal of Waste left by the Contractor. By accepting this award, the Contractor agrees that all costs incurred by the County for removal and disposal of Waste left by the Contractor will be deducted from the final payment due to the Contractor. Similarly, any damage to walls, floors, carpeting or any other County-owned or County-controlled property caused by the Contractor or the Contractor’s agents during service provision, delivery, setup or equipment installation shall be repaired or caused to be repaired by the County at the Contractor’s sole expense with all costs of the repair deducted from the Contractor’s final payment unless the County agrees that such repairs will be made by the Contractor. Any such Contractor repairs shall be made within ten (10) days of the date of damage to the satisfaction of the County.

14. OSHA REQUIREMENTS
The Contractor certifies that all material supplied or used under this Contract meets all Occupational Safety and Health Administration ("OSHA") requirements, both Federal and those of the Commonwealth of Virginia; and further certifies that, if the material delivered or used in the performance of the work is found to be deficient in any of the applicable state or federal occupational safety and health requirements, all costs necessary to bring the material into compliance with the requirements shall be borne by the Contractor.

15. HAZARDOUS MATERIALS
Arlington County is subject to the Hazard Communication Standard, 29 CFR § 1910.1200 ("Standard"). The Contractor agrees that it will provide or cause to be provided Material Safety Data Sheets ("MSDS") required under the Standard for all hazardous materials supplied to the County or used in the performance of the Work. Such MSDS shall be delivered to the County no later than the time of actual delivery of any hazardous materials to the County or use of such material in the performance of work under the Contract by the Contractor or its subcontractors, whichever occurs first. Container labeling that meets the requirements of the Standard shall be appropriately affixed to the shipping or internal containers. The County reserves the right to refuse shipments of hazardous materials not appropriately labeled, or when MSDS have not been received prior to or at the time of receipt of the shipment for use by the County or for use by the Contractor in the performance of the Contract, or whenever the material is delivered in a manner inconsistent with any applicable law or regulation. Any expenses incurred due to the refusal or rejection of MSDS are the responsibility of the Contractor. The Contractor shall comply with all federal, state, and local laws governing the storage, transportation, and use of toxic and hazardous materials.

16. PROHIBITION AGAINST ASPEROS-CONTAINING MATERIALS
No goods or equipment provided to the County or construction material installed shall contain asbestos. If a Contractor or supplier provides or installs any goods, equipment, supplies, or materials that contain asbestos in violation of this prohibition, the Contractor shall be responsible for all costs related to worker protection, the immediate removal and legal disposal of the goods, equipment or materials containing asbestos. The Contractor shall be responsible for all goods, equipment, supplies or materials installed or provided by any of its employees, agents or subcontractors in connection with the work under this contract. The Contractor also shall reimburse to the County all expenses related to and the costs of such goods, equipment, supplies or materials installed. If the Contractor fails to remove and legally dispose of the asbestos-containing goods, equipment or construction materials within ninety (90) days from the date of notice by the County, the County shall remove and dispose of the asbestos-
containing goods, equipment or construction materials at the Contractor's expense. The County shall be entitled to offset such expenses against any sums owed by the County to the Contractor under this Contract.

17. **EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**
During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by federal or Virginia law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary or related to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the Contractor is an Equal Opportunity Employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

d. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment, and mandates their full participation in both publicly and privately-provided services and activities.

e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000.00, so that these provisions will apply to each subcontractor or vendor.

18. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**
In accordance with § 2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

19. **DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**
During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of marijuana or any other controlled substance is prohibited in the Contractor’s workplace, and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000.00 relating to this Contract, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
20. **FAILURE TO DELIVER**
In case of failure by the Contractor to deliver goods or services in accordance with the Contract Documents, the County, after written notice, may procure the same or similar goods or services from other sources and the Contractor shall be liable for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have pursuant to this Contract or under law. At its discretion, the County shall be entitled to offset such costs against any sums owed by the County to the Contractor.

21. **TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**
The Contract shall remain in force for the Contract Term and until the County determines that all the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period, or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Project or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.
Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

22. TERMINATION FOR THE CONVENIENCE OF THE COUNTY
The performance of Work under this Contract may be terminated by the County Purchasing Agent, in whole or in part, whenever the Purchasing Agent shall determine that such termination is in the County’s best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

23. INDEMNIFICATION
The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the “County” for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney’s fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor’s acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

24. INTELLECTUAL PROPERTY INDEMNIFICATION
The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask work and trademark) of third parties are infringed or in any manner involved in or related to the goods and/or services provided hereunder.
The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Price includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the work hereunder. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the county and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

25. COPYRIGHT
The Contractor hereby irrevocably transfers, assigns, sets over and conveys to the County all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor further agrees to execute such documents as the County may request to effect such transfer or assignment.

Further, the Contractor agrees that the rights granted to the County by this paragraph are irrevocable. Notwithstanding anything else in this Contract, the Contractor's remedy in the event of termination of or dispute over the terms of this Contract shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this 'Copyright' paragraph.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Contract is prohibited unless the County approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to this Contract.

26. CONFIDENTIAL INFORMATION
The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a result of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

27. ETHICS IN PUBLIC CONTRACTING
This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of
illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

28. **COUNTY EMPLOYEES**
No employee of the County shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

29. **FORCE MAJEURE**
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the Contractor and outside the scope of the Contractor's then-current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

30. **AUTHORITY TO TRANSACT BUSINESS**
The Contractor shall, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Term this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without cost or expense, at the sole option of the County.

31. **RELATION TO THE COUNTY**
The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold from payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor or its employees, servants or agents. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

32. **ANTI-TRUST**
By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods purchased or acquired by the County under this Contract.

33. **AUDIT**
The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the
County does not have ready access) within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

34. ASSIGNMENT
The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County.

35. AMENDMENTS
Unless otherwise specified herein, this Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

36. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES
Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

37. DISPUTE RESOLUTION
All disputes arising under this Agreement, or its interpretation, whether involving law or fact, extra work or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

38. APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect hereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

39. ARBITRATION
It is expressly agreed that nothing under the Contract shall be subject to arbitration, and that any references to arbitration are expressly deleted from the Contract.

40. NONEXCLUSIVITY OF REMEDIES
All remedies available to the County under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.
41. **NO WAIVER**
The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

42. **SEVERABILITY**
The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

43. **NO WAIVER OF SOVEREIGN IMMUNITY**
Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

44. **SURVIVAL OF TERMS**
In addition to the numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY.

45. **HEADINGS**
The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

46. **AMBIGUITIES**
Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

47. **INSURANCE REQUIREMENTS**
The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of “A-” or better and a financial size of “Class VII” or better in the latest edition of the A.M. Best Co. Guides, and acceptable to the County. The minimum insurance coverage shall be:

a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker’s Insurance Fund, Towson, MD.

b. Commercial General Liability - $1,000,000 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.
c. Business Automobile Liability - $1,000,000 Combined Single Limit (Owned, non-owned and hired).

d. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as an additional insureds on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.

e. Cancellation - All insurance policies required by this Contract shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia." If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

f. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.

g. Contract Identification - The insurance certificate shall state this Contract's number and title.

The Contractor must disclose the amount of any deductible or self insurance component applicable to the General Liability, Automobile Liability, Professional Liability or any other policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request by the County.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.
The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverages are submitted to and acceptable to the County. The Contractor must also provide its most recent actuarial report and provide a copy of its self insurance resolution to determine the adequacy of the insurance funding.

48. NOTICES
Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Wayne Orr, Industrial Sales Manager
Red Wing Brands of America, Inc.
601 N. Hammonds Ferry Road, Suite D-E
Linthicum, Maryland 21090

TO THE COUNTY:

Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia  22201

49. NON-DISCRIMINATION NOTICE
Arlington County does not discriminate against faith-based organizations.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA
AUTHORIZED SIGNATURE: [Signature]
NAME AND TITLE: Richard D. Warren, Jr.
DATE: 4/9/13

RED WING BRANDS OF AMERICA, INC.
AUTHORIZED SIGNATURE: [Signature]
NAME AND TITLE: Wayne Orr Industrial Sales Manager
DATE: 03/27/2013
**PART 1: Catalog/Price List Discount**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Safety Shoes Percent Discount</th>
<th># of Brands Available</th>
<th>Accessories Percent Discount</th>
<th># of Accessories Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Single percentage discount for entire catalog</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Red Wing Brands of America, Inc</td>
<td>18 %</td>
<td>3</td>
<td>18 %</td>
<td>10</td>
</tr>
</tbody>
</table>

**PART 2: Boots/Shoes, Sample Items**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>MANUFACTURER</th>
<th>SUPPLIER</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>RED WING:</td>
<td>Red Wing Brands of America, Inc</td>
</tr>
<tr>
<td></td>
<td>URL: <a href="http://www.redwingshoes.com/">http://www.redwingshoes.com/</a></td>
<td></td>
</tr>
</tbody>
</table>

**PART 3- Boots/Shoes, Other Manufacturers/ Accessories**

<table>
<thead>
<tr>
<th>SUPPLIER: Red Wing Brands Of America, Inc (Brand Names Available)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brand Name</td>
</tr>
<tr>
<td>-------------</td>
</tr>
<tr>
<td>1. Redwing</td>
</tr>
<tr>
<td>3. Irish Setter Work</td>
</tr>
</tbody>
</table>
### RED WING BRANDS OF AMERICA, INC

<table>
<thead>
<tr>
<th>Accessory (Name)</th>
<th>Accessory (Name)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Naturseal 4 oz.</td>
<td>2. All natural leather dressing, 4 oz.</td>
</tr>
<tr>
<td>3. Shoe Cream, 1.6 oz.</td>
<td>4. Leather Protector, 4 oz.</td>
</tr>
<tr>
<td>5. Shoe Goo, 3.7 oz.</td>
<td>6. Silicon, 4 oz. cam</td>
</tr>
<tr>
<td>11. Cotton Tube Socks</td>
<td></td>
</tr>
</tbody>
</table>
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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 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
Willis of Minnesota, Inc.
26 Century Blvd.
P. O. Box 305191
Nashville, TN 37230-5191

CONTACT
NAME: certificates@willis.com
PHONE: 877-945-7378
FAX: 888-467-2378

INSURED
Red Wing Shoe Company, Inc.
Red Wing Brands of America, Inc.
314 Main Street
Red Wing, MN 55066

INSURER(S)/AFFORDING COVERAGE
Sentry Insurance a Mutual Company
24988-000

COVERAGES
CERTIFICATE NUMBER: 19659953

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.

<table>
<thead>
<tr>
<th>TYPE</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>EACH OCCURRENCE</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>DAMAGE TO RENTED PREMISES (PER OCCURRENCE)</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>MED EXP (ANY ONE PERSON)</td>
<td>$5,000</td>
</tr>
<tr>
<td>PERSONAL &amp; ADV INJURY</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>GENERAL AGGREGATE</td>
<td>$10,000,000</td>
</tr>
<tr>
<td>PRODUCTS - COMMODITY AGG</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>COMBINED SINGLE LIMIT</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>BODILY INJURY (PER PERSON)</td>
<td></td>
</tr>
<tr>
<td>BODILY INJURY (PER ACCIDENT)</td>
<td></td>
</tr>
<tr>
<td>PROXIMITY DAMAGE (PER ACCIDENT)</td>
<td></td>
</tr>
<tr>
<td>EACH OCCURRENCE</td>
<td></td>
</tr>
<tr>
<td>AGGREGATE</td>
<td></td>
</tr>
<tr>
<td>WC STATUTORY LIMITS</td>
<td></td>
</tr>
<tr>
<td>OTHER</td>
<td></td>
</tr>
</tbody>
</table>

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 (Attach Acord 181, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Arlington County Virginia
Attn: Richard D. Warren, Jr. Purchasing Agent
2100 Clarendon Boulevard, Suite 500
Arlington, VA 22201

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
CONTRACT TITLE: Safety Shoes
SOLICITATION NUMBER: 2000000552
NIGP CODE: 80086
CONTRACT PERIOD: Date of Award through January 31, 2018
PRICES: See Attached Pricing Schedule
PREVIOUS CONTRACT: RQ08-939692-21

CONTRACTOR: Lehigh Outfitters
39 East Canal Street
Nelsonville, OH 45764
Contact: Tiffany Watts, National Account Manager
Telephone: (740) 753-9100
Cell: (607) 343-2430
E-Mail: tiffany.watts@lehighoutfitters.com
Terms: 1%/15 Days Net 30

Lehigh Valley Safety Supply Company
1105 East Susquehanna Street
Allentown, PA 18103
Contact: Jeffrey R. Codrea, President
Telephone: (800) 441-1500
Fax: (610) 791-0226
E-Mail: jeffc@safetyshoes.com
Terms: 2%/20 Days Net 31
Notice of Award
Page 2

CONTRACTOR:                      SUPPLIER CODE:                 CONTRACT NUMBER
Red Wing Brands of America, Inc   1000011701                    4400003703
601 N. Hammonds Ferry Road, Suite D-E
Linthicum, Maryland  21090

Contact: Wayne Orr, Industrial Sales Manager
Telephone: (301) 928-2523
Fax: (240) 238-2908
E-Mail: Wayne.orr@redwingshoe.com

Terms: Net 30

Saf-Gard Safety Shoe Co           1000012216                    4400003705
2222 Hessler Blvd
New Castle, DE 19720

Contact: Joe Dvorak
Telephone: (302) 547-2020
Fax: (302) 654-2242
E-Mail: pkubis@safgard.com

Terms: Net 15

DPSM CONTACT: Viola Laird, CPPB, Contract Specialist:
Telephone: 703-324-3212
E-mail: Viola.Laird@fairfaxcounty.gov

ORDERING INSTRUCTIONS:

Any county department may enter into FOCUS (Fairfax County Unified Systems) a Shopping Cart/Purchase Order requisition indicating the item/service required, the quantity, the payment terms and the delivery date. The purchase requisition must be annotated with the contract number. Requests exceeding the small purchase threshold will be routed to DPSM and a purchase order will be executed.

Requests exceeding the small purchase threshold will be routed to DPSM and a purchase order will be executed.

Contract Specialist:

DISTRIBUTION:

Department of Finance – Accounts Payable/e
Park Authority- Thuy Hale
Fire and Rescue Division- Christina Fisher/e
DPWES, Maintenance and Storm Water- Randy Miller/e

Contract Specialist- Viola Laird
Asst. Contract Spec. – Team 2
### PRICING SCHEDULE

#### PART 1: Catalog/Price List Discount

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Safety Shoes Percent Discount</th>
<th># of Brands Available</th>
<th>Accessories Percent Discount</th>
<th># of Accessories Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Single percentage discount for entire catalog</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lehigh Outfitters</td>
<td>5 %</td>
<td>11</td>
<td>10 %</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>Lehigh Valley Safety Shoe Company</td>
<td>10 %</td>
<td>26</td>
<td>None</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Red Wing Brands of America, Inc</td>
<td>18 %</td>
<td>3</td>
<td>18 %</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>Saf-Gard Safety Shoe Co</td>
<td>25 %</td>
<td>31</td>
<td>25%</td>
<td>4</td>
</tr>
</tbody>
</table>

#### PART 2: Boots/Shoes, Sample Items

<table>
<thead>
<tr>
<th>Item No.</th>
<th>MANUFACTURER</th>
<th>SUPPLIER</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>TIMBERLAND</td>
<td>Saf-Gard Safety Shoe Company</td>
</tr>
<tr>
<td>3</td>
<td>LEHIGH</td>
<td>Lehigh Outfitters</td>
</tr>
<tr>
<td></td>
<td>URL: <a href="http://www.lehighsafetyshoes.com">http://www.lehighsafetyshoes.com</a></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>ROCKY</td>
<td>Saf-Gard Safety Shoe Company</td>
</tr>
<tr>
<td></td>
<td>URL: <a href="http://www.redwingshoes.com/">http://www.redwingshoes.com/</a></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>RED WING:</td>
<td>Red Wing Brands of America, Inc</td>
</tr>
<tr>
<td></td>
<td>URL: <a href="http://www.redwingshoes.com/">http://www.redwingshoes.com/</a></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>WOLVERINE</td>
<td>Lehigh Valley Safety Supply Co., Inc</td>
</tr>
<tr>
<td></td>
<td>URL: <a href="http://www.wolverine.com/">http://www.wolverine.com/</a></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>HYTEST</td>
<td>Saf-Gard Safety Shoe Company</td>
</tr>
<tr>
<td></td>
<td>URL: <a href="http://www.hytest.com">http://www.hytest.com</a></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>BATES</td>
<td>Saf-Gard Safety Shoe Company</td>
</tr>
<tr>
<td></td>
<td>URL: <a href="http://www.batesfootwear.com">http://www.batesfootwear.com</a></td>
<td></td>
</tr>
</tbody>
</table>
### PRICING SCHEDULE

#### PART 2: Boots/Shoes, Sample Items- continued

<table>
<thead>
<tr>
<th>Item No.</th>
<th>MANUFACTURER</th>
<th>SUPPLIER</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>GEORGIA BOOTS</td>
<td>Saf-Gard Safety Shoe Company</td>
</tr>
<tr>
<td></td>
<td><a href="http://www.georgiaboot.com">URL: http://www.georgiaboot.com</a></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>CAROLINA SHOES</td>
<td>Saf-Gard Safety Shoe Company</td>
</tr>
<tr>
<td></td>
<td><a href="http://www.georgiaboot.com">URL: http://www.georgiaboot.com</a></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>CHIPPEWA</td>
<td>Saf-Gard Safety Shoe Company</td>
</tr>
<tr>
<td></td>
<td><a href="http://www.chippewaboots.com">URL: http://www.chippewaboots.com</a></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>WEINBRENNER</td>
<td>Saf-Gard Safety Shoe Company</td>
</tr>
<tr>
<td></td>
<td><a href="http://www.weinbrennerusa.com">URL: http://www.weinbrennerusa.com</a></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>REDBACK</td>
<td>Saf-Gard Safety Shoe Company</td>
</tr>
<tr>
<td></td>
<td><a href="http://www.redbackshoes.com">URL: http://www.redbackshoes.com</a></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>5.11</td>
<td>No Bid</td>
</tr>
<tr>
<td></td>
<td><a href="http://www.511tactical.com">URL: http://www.511tactical.com</a></td>
<td></td>
</tr>
</tbody>
</table>

#### PART 3- Boots/Shoes, Other Manufacturers/ Accessories

**SUPPLIER:** Lehigh Outfitters (Brand Names Available)

<table>
<thead>
<tr>
<th>Brand Name</th>
<th># of Styles</th>
<th>Brand Name</th>
<th># of Styles</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Lehigh</td>
<td>58</td>
<td>2. Slip Grips</td>
<td>29</td>
</tr>
<tr>
<td>3. Dickies</td>
<td>20</td>
<td>4. Michelin</td>
<td>11</td>
</tr>
<tr>
<td>5. Converse</td>
<td>3</td>
<td>6. Florsheim</td>
<td>3</td>
</tr>
<tr>
<td>7. Rocky</td>
<td>11</td>
<td>8. Georgia</td>
<td>5</td>
</tr>
<tr>
<td>9. Timberland</td>
<td>9</td>
<td>10. Dr. Martens</td>
<td>5</td>
</tr>
<tr>
<td>11. Nautilus</td>
<td>2</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## PRICING SCHEDULE

### PART 3- Boots/Shoes, Other Manufacturers/Accessories, continued

<table>
<thead>
<tr>
<th>SUPPLIER: Red Wing Brands Of America, Inc (Brand Names Available)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Brand Name</strong></td>
</tr>
<tr>
<td>----------------</td>
</tr>
<tr>
<td>1. Redwing</td>
</tr>
<tr>
<td>3. Irish Setter Work</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SUPPLIER: Lehigh Valley Safety Shoe Company (Brand Names Available)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Brand Name</strong></td>
</tr>
<tr>
<td>----------------</td>
</tr>
<tr>
<td>1. Timberland</td>
</tr>
<tr>
<td>3. Converse-Reebok</td>
</tr>
<tr>
<td>5. Iron Age</td>
</tr>
<tr>
<td>7. Caterpillar</td>
</tr>
<tr>
<td>11. Magnum</td>
</tr>
<tr>
<td>15. Keen</td>
</tr>
<tr>
<td>17. S.W.A.T.</td>
</tr>
<tr>
<td>23. Wolverine</td>
</tr>
<tr>
<td>25. Nursemates</td>
</tr>
</tbody>
</table>
**PRICING SCHEDULE**

**PART 3- Boots/Shoes, Other Manufacturers/ Accessories, continued**

<table>
<thead>
<tr>
<th>SUPPLIER: Saf-Gard Safety Shoe Co (Brand Names Available)</th>
<th>Brand Name</th>
<th># of Styles</th>
<th>Brand Name</th>
<th># of Styles</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1. Hyest</td>
<td>195</td>
<td>2. Timberland</td>
<td>42</td>
</tr>
<tr>
<td></td>
<td>5. Carolina</td>
<td>16</td>
<td>6. Lacrosse</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>7. Caterpillar</td>
<td>11</td>
<td>8. Nautilus</td>
<td>16</td>
</tr>
<tr>
<td></td>
<td>13. Dr. Martens</td>
<td>17</td>
<td>14. Rocky</td>
<td>7</td>
</tr>
<tr>
<td></td>
<td>15. Florisheim</td>
<td>15</td>
<td>16. Royer</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>17. Georgia</td>
<td>10</td>
<td>18. Wolverine</td>
<td>89</td>
</tr>
<tr>
<td></td>
<td>19. Thorogood</td>
<td>21</td>
<td>20. Skechers</td>
<td>91</td>
</tr>
<tr>
<td></td>
<td>21. Terra</td>
<td>2</td>
<td>22. SR Max</td>
<td>79</td>
</tr>
<tr>
<td></td>
<td>23. Servus</td>
<td>2</td>
<td>24. Work One</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>27. Wilkuro</td>
<td>7</td>
<td>28. Redback</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>29. Abel</td>
<td>2</td>
<td>30. Reebok</td>
<td>21</td>
</tr>
<tr>
<td></td>
<td>31. Ariat</td>
<td>3</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# PART 4: Accessories

## LEHIGH VALLEY SAFETY SHOE COMPANY

<table>
<thead>
<tr>
<th>Accessory (Name)</th>
<th>Accessory (Name)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Shoe Laces</td>
<td>2. Socks</td>
</tr>
<tr>
<td>3. Insoles</td>
<td>4. Mink Oil</td>
</tr>
</tbody>
</table>

## SAF-GARD SAFETY SHOE CO

<table>
<thead>
<tr>
<th>Accessory (Name)</th>
<th>Accessory (Name)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Mink Oil (1)</td>
<td>2. Boot Savers (2)</td>
</tr>
<tr>
<td>3. Sno Seal (1)</td>
<td>4. Mega Comfort Insoles (3)</td>
</tr>
</tbody>
</table>

## LEHIGH OUTFITTERS

<table>
<thead>
<tr>
<th>Accessory (Name)</th>
<th>Accessory (Name)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Insoles</td>
<td>2. Hats and Gloves</td>
</tr>
<tr>
<td>5. Wallets</td>
<td>6. Shoe Polish</td>
</tr>
</tbody>
</table>

## RED WING BRANDS OF AMERICA, INC

<table>
<thead>
<tr>
<th>Accessory (Name)</th>
<th>Accessory (Name)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Naturseal 4 oz.</td>
<td>2. All natural leather dressing, 4 oz.</td>
</tr>
<tr>
<td>3. Shoe Cream, 1.6 oz.</td>
<td>4. Leather Protector, 4 oz.</td>
</tr>
<tr>
<td>5. Shoe Goo, 3.7 oz.</td>
<td>6. Silicon, 4 oz. cam</td>
</tr>
<tr>
<td>11. Cotton Tube Socks</td>
<td></td>
</tr>
</tbody>
</table>
ACORD

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRMS 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 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
Huntington Insurance, Inc.
1670 Indian Wood Circle
Maumee, OH 43537
888 576-7900

CONTACT NAME: Janet Davis
PHONE: 419 720-7936
FAX: 419 321-1622
EMAIL: janet.davis@huntington.com

INSURER(S) AFFORDING COVERAGE
INSURER A: Zurich American Insurance Co.
16535

INSURED
Lehigh Outfitters LLC
39 East Canal Street
Nelsonville, OH 45764

COVERAGES

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 HERIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>ADDED INSURER</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>GENERAL LIABILITY</td>
<td>X</td>
<td>CPO596852402</td>
<td>07/31/2012</td>
<td>07/31/2013</td>
<td>EACH OCCURRENCE $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DAMAGES TO RENTED PHYS. MISC. $1,000,000</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>MED EXP (Any per person) $10,000</td>
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<td></td>
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<td></td>
<td>PERSONAL &amp; ADV. INJURY $1,000,000</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE $2,000,000</td>
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<tr>
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<td></td>
<td></td>
<td></td>
<td>PRODUCTS - COMMPROP AGG $12,000,000</td>
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<tr>
<td></td>
<td>AUTOMOBILE LIABILITY</td>
<td>X</td>
<td>CPO596852402</td>
<td>07/31/2012</td>
<td>07/31/2013</td>
<td>COMBINED SINGLE LIMIT $1,000,000</td>
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<td>MOLDY INJURY (Per person) $1,000,000</td>
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<td></td>
<td>BODILY INJURY (Per person) $1,000,000</td>
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<td>BODILY INJURY (Per accident) $1,000,000</td>
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<td>PROPERTY DAMAGE (Per accident) $1,000,000</td>
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<td></td>
<td></td>
<td>EACH OCCURRENCE $1,000,000</td>
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<td></td>
<td></td>
<td></td>
<td>AGGREGATE $1,000,000</td>
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<tr>
<td></td>
<td>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</td>
<td>Y</td>
<td>N/A</td>
<td>WC596852602</td>
<td>07/31/2012</td>
<td>07/31/2013</td>
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<tr>
<td></td>
<td>ANY OCCUR</td>
<td>OCCUR</td>
<td>WC STATUTORY LIMIT $1,000,000</td>
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</tr>
<tr>
<td></td>
<td>NONOWNED AUTOS</td>
<td>NONOWNED AUTOS</td>
<td>WC STATUTORY LIMIT $1,000,000</td>
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<tr>
<td></td>
<td>HIRER AUTOS</td>
<td>HIRER AUTOS</td>
<td>WC STATUTORY LIMIT $1,000,000</td>
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<td></td>
<td>UMBRELLA LIMIT</td>
<td>UMBRELLA LIMIT</td>
<td>WC STATUTORY LIMIT $1,000,000</td>
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<td>EXCESS LIMIT</td>
<td>EXCESS LIMIT</td>
<td>WC STATUTORY LIMIT $1,000,000</td>
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</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 161. Additional Remarks Schedule, if more space is required)
Arlington County, and its officers, elected and appointed officials, employees and agents are included as Additional Insureds in accordance with Form U-GL-1175-B CW (3/2007). Notice of cancellation will be given in accordance with Forms U-GL-1114-A CW (10/02), U-CA-388-A (07-94), and U-WC-332-A (07-94).

CERTIFICATE HOLDER

Arlington County VA
2100 Clarendon Blvd., Suite 500
Arlington, VA 22201

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

William N. Foster

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ACORD 25 (2010/05) 1 of 1 The ACORD name and logo are registered marks of ACORD DAJA
Additional Insured - Automatic - Owners, Lessees Or Contractors

<table>
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<tbody>
<tr>
<td>GPO5695824-02</td>
<td>07/31/12</td>
<td>07/31/13</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Named Insured: Rocky Brands, Inc., et al including Lehigh Outfitters LLC
Address (including ZIP Code): 39 East Canal Street, Nelsonville, OH 45764

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

A. **Section II - Who Is An Insured** is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.

B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under **SECTION I - Coverage A - Bodily Injury And Property Damage Liability and Section I - Coverage B - Personal And Advertising Injury Liability**, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; and resulting directly from:
   a. Your ongoing operations performed for the additional insured, which is the subject of the written contract or written agreement; or
   b. "Your work" completed as included in the "products-completed operations hazard", performed for the additional insured, which is the subject of the written contract or written agreement.

C. However, regardless of the provisions of paragraphs A. and B. above:

1. We will not extend any insurance coverage to any additional insured person or organization:
   a. That is not provided to you in this policy; or
   b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and

2. We will not provide **Limits of Insurance** to any additional insured person or organization that exceed the lower of:
   a. The **Limits of Insurance** provided to you in this policy; or
   b. The **Limits of Insurance** you are required to provide in the written contract or written agreement.
D. The insurance provided to the additional insured person or organization does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities.

E. The additional insured must see to it that:

1. We are notified as soon as practicable of any "occurrence" or offense that may result in a claim;

2. We receive written notice of a claim or "suit" as soon as practicable; and

3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

F. For the coverage provided by this endorsement:

1. The following paragraph is added to Paragraph 4.a. of the Other Insurance Condition of Section IV - Commercial General Liability Conditions:

   This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV - Commercial General Liability Conditions:

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

Any provisions in this Coverage Part not changed by the terms and conditions of this endorsement continue to apply as written.
ENDORSEMENT

AMERICAN ZURICH INSURANCE COMPANY

Policy Number
CPO 5968524-02

Named Insured
ROCKY BRANDS, INC.

Effective Date:
07-31-12
12:01 A.M., Standard Time

Agent Name
HUNTINGTON INSURANCE INC.

Agent No.
25193-000

NOTIFICATION TO OTHERS OF CANCELLATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. IF WE CANCEL THIS COVERAGE PART BY WRITTEN NOTICE TO THE FIRST NAMED INSURED FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, WE WILL DELIVER ELECTRONIC NOTIFICATION THAT SUCH COVERAGE PART HAS BEEN CANCELLED TO EACH PERSON OR ORGANIZATION SHOWN IN A SCHEDULE PROVIDED TO US BY THE FIRST NAMED INSURED. SUCH SCHEDULE:
1. MUST BE INITIALY PROVIDED TO US WITHIN 15 DAYS;
2. MUST CONTAIN THE NAMES AND E-MAIL ADDRESSES OF ONLY THE PERSONS OR ORGANIZATIONS REQUIRING NOTIFICATION THAT SUCH COVERAGE PART HAS BEEN CANCELLED;
3. MUST BE IN AN ELECTRONIC FORMAT THAT IS ACCEPTABLE TO US; AND
4. MUST BE ACCURATE.
SUCH SCHEDULE MAY BE UPDATED AND PROVIDED TO US BY THE FIRST NAMED INSURED DURING THE POLICY PERIOD. SUCH UPDATED SCHEDULE MUST COMPLY WITH PARAGRAPHS 2, 3, AND 4, ABOVE.
B. OUR DELIVERY OF THE ELECTRONIC NOTIFICATION AS DESCRIBED IN PARAGRAPH A. OF THIS ENDORSEMENT WILL BE BASED ON THE MOST RECENT SCHEDULE IN OUR RECORDS AS OF THE DATE THE NOTICE OF CANCELLATION IS MAILED OR DELIVERED TO THE FIRST NAMED INSURED. DELIVERY OF THE NOTIFICATION AS DESCRIBED IN PARAGRAPH A. OF THIS ENDORSEMENT WILL BE COMPLETED AS SOON AS PRACTICABLE AFTER THE EFFECTIVE DATE OF CANCELLATION TO THE FIRST NAMED INSURED.
C. PROOF OF EMAILING THE ELECTRONIC NOTIFICATION WILL BE SUFFICIENT PROOF THAT WE HAVE COMPLIED WITH PARAGRAPHS A. AND B. OF THIS ENDORSEMENT.
D. OUR DELIVERY OF ELECTRONIC NOTIFICATION DESCRIBED IN PARAGRAPHS A. AND B. OF THIS ENDORSEMENT IS INTENDED AS A COURTESY ONLY. OUR FAILURE TO PROVIDE SUCH DELIVERY OF ELECTRONIC NOTIFICATION WILL NOT:
1. EXTEND THE COVERAGE PART CANCELLATION DATE;
2. NEGATE THE CANCELLATION; OR
3. PROVIDE ANY ADDITIONAL INSURANCE THAT WOULD NOT HAVE BEEN PROVIDED IN THE ABSENCE OF THIS ENDORSEMENT.
E. WE ARE NOT RESPONSIBLE FOR THE ACCURACY, INTEGRITY, TIMELINESS AND VALIDITY OF INFORMATION CONTAINED IN THE SCHEDULE PROVIDED TO US AS DESCRIBED IN PARAGRAPHS A. AND B. OF THIS ENDORSEMENT.
ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.
NOTIFICATION TO OTHERS OF CANCELLATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE:
COMMERICAL AUTO COVERAGE PART

A. IF WE CANCEL THIS COVERAGE PART BY WRITTEN NOTICE TO THE FIRST
NAMED INSURED FOR ANY REASON OTHER THAN NONPAYMENT OF
PREMIUM, WE WILL DELIVER ELECTRONIC NOTIFICATION THAT SUCH COVERAGE
PART HAS BEEN CANCELLED TO EACH PERSON OR
ORGANIZATION SHOWN IN A SCHEDULE PROVIDED TO US BY THE FIRST NAMED
INSURED. SUCH SCHEDULE:
1. MUST BE INITIALLY PROVIDED TO US WITHIN 15 DAYS:
A. AFTER THE BEGINNING OF THE POLICY PERIOD SHOWN IN THE
DECLARATIONS; OR
B. AFTER THIS ENDORSEMENT HAS BEEN ADDED TO POLICY;
2. MUST CONTAIN THE NAMES AND E-MAIL ADDRESSES OF ONLY THE PERSONS OR
ORGANIZATIONS REQUIRING NOTIFICATION THAT SUCH
COVERAGE PART HAS BEEN CANCELLED;
3. MUST BE IN AN ELECTRONIC FORMAT THAT IS ACCEPTABLE TO US; AND
4. MUST BE ACCURATE.
SUCH SCHEDULE MAY BE UPDATED AND PROVIDED TO US BY THE FIRST NAMED
INSURED DURING THE POLICY PERIOD. SUCH
UPDATED SCHEDULE MUST COMPLY WITH PARAGRAPHS 2. 3. AND 4. ABOVE.
B. OUR DELIVERY OF THE ELECTRONIC NOTIFICATION AS DESCRIBED IN
PARAGRAPH A. OF THIS ENDORSEMENT WILL BE BASED ON THE MOST
RECENT SCHEDULE IN OUR RECORDS AS OF THE DATE THE NOTICE OF
CANCELLATION IS MAILED OR DELIVERED TO THE FIRST NAMED
INSURED. DELIVERY OF THE NOTIFICATION AS DESCRIBED IN PARAGRAPH A. OF
THIS ENDORSEMENT WILL BE COMPLETED AS SOON AS
PRACTICABLE AFTER THE EFFECTIVE DATE OF CANCELLATION TO THE FIRST
NAMED INSURED.
C. PROOF OF EMAILING THE ELECTRONIC NOTIFICATION WILL BE SUFFICIENT
PROOF THAT WE HAVE COMPLIED WITH PARAGRAPHS A. AND B. OF
THIS ENDORSEMENT.
D. OUR DELIVERY OF ELECTRONIC NOTIFICATION DESCRIBED IN PARAGRAPHS A.
AND B. OF THIS ENDORSEMENT IS INTENDED AS A COURTESY
ONLY. OUR FAILURE TO PROVIDE SUCH DELIVERY OF ELECTRONIC NOTIFICATION
WILL NOT:
1. EXTEND THE COVERAGE PART CANCELLATION DATE;
2. NEGATE THE CANCELLATION; OR
3. PROVIDE ANY ADDITIONAL INSURANCE THAT WOULD NOT HAVE BEEN PROVIDED
IN THE ABSENCE OF THIS ENDORSEMENT.
E. WE ARE NOT RESPONSIBLE FOR THE ACCURACY, INTEGRITY, TIMELINESS AND
VALIDITY OF INFORMATION CONTAINED IN THE SCHEDULE
PROVIDED TO US AS DESCRIBED IN PARAGRAPHS A. AND B. OF THIS
ENDORSEMENT.
ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.
NOTIFICATION TO OTHERS OF CANCELLATION

NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

THIS ENDORSEMENT IS USED TO ADD THE FOLLOWING TO PART SIX OF THE POLICY.

PART SIX - CONDITIONS

F. NOTIFICATION TO OTHERS OF CANCELLATION
1. IF WE CANCEL THIS POLICY BY WRITTEN NOTICE TO YOU FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, WE WILL DELIVER ELECTRONIC NOTIFICATION TO EACH PERSON OR ORGANIZATION SHOWN IN A SCHEDULE PROVIDED TO US BY YOU. SUCH SCHEDULE:
   A. MUST BE INITIALLY PROVIDED TO US WITHIN 15 DAYS;
   B. MUST CONTAIN THE NAMES AND E-MAIL ADDRESSES OF ONLY THE PERSONS OR ORGANIZATIONS REQUIRING NOTIFICATION THAT THIS POLICY HAS BEEN CANCELLED;
   C. MUST BE IN AN ELECTRONIC FORMAT THAT IS ACCEPTABLE TO US; AND
   D. MUST BE ACCURATE.
   SUCH SCHEDULE MAY BE UPDATED AND PROVIDED TO US BY YOU DURING THE POLICY PERIOD. SUCH UPDATED SCHEDULE MUST COMPLY WITH PARAGRAPHS B. C. AND D. ABOVE.
2. OUR DELIVERY OF THE ELECTRONIC NOTIFICATION AS DESCRIBED IN PARAGRAPH 1. OF THIS ENDORSEMENT WILL BE BASED ON THE MOST RECENT SCHEDULE IN OUR RECORDS AS OF THE DATE THE NOTICE OF CANCELLATION IS MAILED OR DELIVERED TO YOU. DELIVERY OF THE NOTIFICATION AS DESCRIBED IN PARAGRAPH 1. OF THIS ENDORSEMENT WILL BE COMPLETED AS SOON AS PRACTICABLE AFTER THE EFFECTIVE DATE OF CANCELLATION TO YOU.
3. PROOF OF EMAILING THE ELECTRONIC NOTIFICATION WILL BE SUFFICIENT PROOF THAT WE HAVE COMPLIED WITH PARAGRAPHS 1. AND 2. OF THIS ENDORSEMENT.
4. OUR DELIVERY OF ELECTRONIC NOTIFICATION DESCRIBED IN PARAGRAPHS 1. AND 2. OF THIS ENDORSEMENT IS INTENDED AS A COURTESY ONLY. OUR FAILURE TO PROVIDE SUCH DELIVERY OF ELECTRONIC NOTIFICATION WILL NOT:
   A. EXTEND THE POLICY CANCELLATION DATE;
   B. NEGATE THE CANCELLATION; OR
   C. PROVIDE ANY ADDITIONAL INSURANCE THAT WOULD NOT HAVE BEEN PROVIDED IN THE ABSENCE OF THIS ENDORSEMENT.
5. WE ARE NOT RESPONSIBLE FOR THE ACCURACY, INTEGRITY, TIMELINESS AND VALIDITY OF INFORMATION CONTAINED IN THE
ENDORSEMENT

Insurance for this coverage part provided by:
SOUTH AMERICAN INSURANCE COMPANY

This endorsement changes the insurance as is afforded by the policy relating to the following:

<table>
<thead>
<tr>
<th>Named Insured</th>
<th>Policy Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>ROCKY BRANDS, INC.</td>
<td>WC 5968526-02</td>
</tr>
</tbody>
</table>

NOTIFICATION TO OTHERS OF CANCELLATION

SCHEDULE PROVIDED TO US AS DESCRIBED IN PARAGRAPHS 1. AND 2. OF THIS ENDORSEMENT.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.