

EXHIBIT B

SURPLUS LINES NOTICE

MASSACHUSETTS

This policy is insured by a company which is not admitted to transact insurance in the Commonwealth, is not supervised by the Commissioner of Insurance and, in the event of an insolvency of such company, a loss shall not be paid by the Massachusetts Insurers Insolvency Fund under chapter 175D.

POLICY NUMBER: PGL10008169101

IL DS 00 09 07

COMMON POLICY DECLARATIONS

| | |
|---|---|
| ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY WILMINGTON, DE | Risk Placement Services, Inc 2400 Lakeview Parkway, Suite 675 Alpharetta, GA 30009 |
| NAMED INSURED: <u>Northland Investment Corporation</u> | |
| MAILING ADDRESS: <u>2150 Washington Street,</u> <u>Newton, MA 02462</u> | |
| POLICY PERIOD: FROM <u>November 15, 2016</u> TO <u>November 15, 2017</u> AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE. | |

| | |
|----------------------|-------------------------------------|
| BUSINESS DESCRIPTION | Apartments & Commercial Real Estate |
|----------------------|-------------------------------------|

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

| THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT. | | | | | | | | | | | | | |
|--|---|--|---------|--|-------------------|-----------------------------|--------------------|------------------|------------------|-------------------------------|-----------------|---------------|--------------------------|
| | <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; border-bottom: 1px solid black;">PREMIUM</th> </tr> </thead> <tbody> <tr> <td>COMMERCIAL GENERAL LIABILITY COVERAGE PART</td> <td style="text-align: right;">\$ <u>536,842</u></td> </tr> <tr> <td>EMPLOYEE BENEFITS LIABILITY</td> <td style="text-align: right;">\$ <u>INCLUDED</u></td> </tr> <tr> <td>TERRORISM CHARGE</td> <td style="text-align: right;">\$ <u>10,737</u></td> </tr> <tr> <td>NON-REFUNDABLE INSPECTION FEE</td> <td style="text-align: right;">\$ <u>2,500</u></td> </tr> <tr> <td style="text-align: right;">TOTAL:</td> <td style="text-align: right;">\$ <u>550,079</u></td> </tr> </tbody> </table> | | PREMIUM | COMMERCIAL GENERAL LIABILITY COVERAGE PART | \$ <u>536,842</u> | EMPLOYEE BENEFITS LIABILITY | \$ <u>INCLUDED</u> | TERRORISM CHARGE | \$ <u>10,737</u> | NON-REFUNDABLE INSPECTION FEE | \$ <u>2,500</u> | TOTAL: | \$ <u>550,079</u> |
| | PREMIUM | | | | | | | | | | | | |
| COMMERCIAL GENERAL LIABILITY COVERAGE PART | \$ <u>536,842</u> | | | | | | | | | | | | |
| EMPLOYEE BENEFITS LIABILITY | \$ <u>INCLUDED</u> | | | | | | | | | | | | |
| TERRORISM CHARGE | \$ <u>10,737</u> | | | | | | | | | | | | |
| NON-REFUNDABLE INSPECTION FEE | \$ <u>2,500</u> | | | | | | | | | | | | |
| TOTAL: | \$ <u>550,079</u> | | | | | | | | | | | | |
| Premium shown is payable: \$ <u>547,579</u> at inception. \$ <u>550,079</u> | | | | | | | | | | | | | |
| FORMS APPLICABLE TO ALL COVERAGE PARTS (SHOW NUMBERS): | | | | | | | | | | | | | |
| SEE ATTACHED FORMS AND ENDORSEMENT SCHEDULE, EGL 0101 (05/15) <hr/> <hr/> <hr/> <hr/> | | | | | | | | | | | | | |

NOTE: SEE ENCLOSED NOTICE FOR "SURPLUS LINES NOTIFICATION"

| | |
|----------------------------------|-----------------------------|
| Countersigned: November 11, 2016 | By: |
| (Date) | (Authorized Representative) |

POLICY NUMBER: PGL10008169101

COMMERCIAL GENERAL LIABILITY
CG DS 01 10 01

COMMERCIAL GENERAL LIABILITY DECLARATIONS

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| ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY WILMINGTON, DE | Risk Placement Services, Inc 2400 Lakeview Parkway, Suite 675 Alpharetta, GA 30009 |
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| POLICY PERIOD: FROM <u>November 15, 2016</u> TO <u>November 15, 2017</u> AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE. | |

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

| LIMITS OF INSURANCE | | | |
|---|----|-----------|--------------------------------|
| EACH OCCURRENCE LIMIT | \$ | | 1,000,000 |
| DAMAGE TO PREMISES RENTED TO YOU LIMIT | \$ | 50,000 | Any one premises |
| MEDICAL EXPENSE LIMIT | | Excluded | Any one person |
| PERSONAL & ADVERTISING INJURY LIMIT | \$ | 1,000,000 | Any one person or organization |
| GENERAL AGGREGATE LIMIT | \$ | 2,000,000 | |
| PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT | \$ | 2,000,000 | |
| RETROACTIVE DATE (CG 00 02 ONLY) | | | |
| THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW. | | | |
| RETROACTIVE DATE: | | NONE | |
| (ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES) | | | |

| DESCRIPTION OF BUSINESS | |
|---|---|
| FORM OF BUSINESS: | |
| <input type="checkbox"/> INDIVIDUAL | <input type="checkbox"/> PARTNERSHIP |
| <input type="checkbox"/> LIMITED LIABILITY COMPANY | <input checked="" type="checkbox"/> ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY) |
| <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> TRUST | |
| BUSINESS DESCRIPTION: <u>Apartments & Commercial Real Estate</u> | |

| ALL PREMISES YOU OWN, RENT OR OCCUPY | |
|--------------------------------------|--|
| LOCATION NUMBER | ADDRESS OF ALL PREMISES YOU OWN, RENT OR OCCUPY |
| | See Designated Premises or Projects Endorsement (CG 21 44 07 98) |

| CLASSIFICATION AND PREMIUM | | | | | | | |
|----------------------------|-----------------------------|----------|---|-----------|---------------|-----------------|---------------|
| LOCATION NUMBER | CLASSIFICATION | CODE NO. | PREMIUM BASE | RATE | | ADVANCE PREMIUM | |
| | | | | Prem/Ops | Prod/Comp Ops | Prem/Ops | Prod/Comp Ops |
| All applicable locations | Code #61212 (Includes TRIA) | N/A | 2,006,391 Per 1,000 Commercial Square Footage | \$35.0235 | Incl. | \$ 70,271 | Incl. |
| All applicable locations | Code #60010 (Includes TRIA) | N/A | 23,251 Per Apartment Unit | \$20.5285 | Incl. | \$ 477,308 | Incl. |

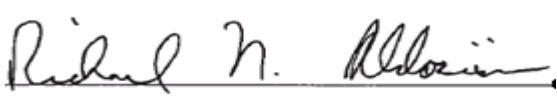
| | | | |
|---------------------------|------------------------|----|---------|
| PREMIUM SHOWN IS PAYABLE: | TOTAL ANNUAL PREMIUM | \$ | 547,579 |
| | POLICY MINIMUM PREMIUM | | 95% |
| | MINIMUM EARNED PREMIUM | | 25% |
| | AT INCEPTION | \$ | 547,579 |
| | AT EACH ANNIVERSARY | \$ | _____ |

(IF POLICY PERIOD IS MORE THAN ONE YEAR AND PREMIUM IS PAID IN ANNUAL INSTALLMENTS)

| | | | | |
|------------------------------|--|--|------------------------------------|----------------------------------|
| AUDIT PERIOD (IF APPLICABLE) | <input checked="" type="checkbox"/> ANNUALLY | <input type="checkbox"/> SEMI-ANNUALLY | <input type="checkbox"/> QUARTERLY | <input type="checkbox"/> MONTHLY |
|------------------------------|--|--|------------------------------------|----------------------------------|

| ENDORSEMENTS |
|--|
| ENDORSEMENTS ATTACHED TO THIS POLICY: |
| SEE ATTACHED FORMS AND ENDORSEMENT SCHEDULE. (EGL 0101 0515) |

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

| | |
|----------------------------------|--|
| Countersigned: November 11, 2016 | By:  |
| (Date) | (Authorized Representative) |

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
- (i) Any insured; or
- (ii) Any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
 - d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
Paragraph f. does not include that part of any contract or agreement:
 - (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
11. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2)** The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.

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FORMS AND ENDORSEMENT SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

| # | Form Number | Form Name |
|-----|-----------------|--|
| 1. | SN 9021 0914 MA | SURPLUS LINES NOTICE |
| 2. | IL DS00 0907 | COMMON POLICY DECLARATIONS |
| 3. | CG DS01 1001 | COMMERCIAL GENERAL LIABILITY DECLARATIONS |
| 4. | CG 0001 0413 | COMMERCIAL GENERAL LIABILITY COVERAGE FORM |
| 5. | EGL 0101 0515 | FORMS AND ENDORSEMENTS SCHEDULE |
| | | |
| | | <u>Coverage Modifications</u> |
| 6. | CG 2026 0413 | ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION |
| 7. | CG 2018 0413 | ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE, OR RECEIVER |
| 8. | CG 2010 0704 | ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS |
| 9. | CG 2008 0413 | ADDITIONAL INSURED - USERS OF GOLFMOBILES |
| 10. | EGL 1371 0814 | ADDITIONAL NAMED INSUREDS |
| 11. | EGL 0618 0214 | AGGREGATE LIMITS PER LOCATION |
| 12. | CG 2426 0704 | AMENDMENT OF INSURED CONTRACT DEFINITION |
| 13. | EGL 0617 0214 | AMENDMENT OF LIMITS OF INSURANCE (LIMITS DO NOT REINSTATE) |
| 14. | EGL 1381 0115 | ANTI-STACKING OF PRIMARY LIMITS |
| 15. | EGL 1358 0214 | BROAD FORM NAMED INSURED |
| 16. | CG 2170 0115 | CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM |
| 17. | CG 0224 1093 | EARLIER NOTICE OF CANCELLATION PROVIDED BY US |

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|-----|---------------|---|
| 18. | CG 0435 1207 | EMPLOYEE BENEFITS LIABILITY |
| 19. | EGL 1367 0714 | EXPANDED BODILY INJURY DEFINITION |
| 20. | EGL 0613 0214 | INDEPENDENT CONTRACTORS CONDITIONAL SIR |
| 21. | CG 2144 0798 | LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT |
| 22. | EGL 0629 0614 | LOSS OR DAMAGE TO CUSTOMERS' AUTO (LEGAL LIABILITY COVERAGE) |
| 23. | CG 2264 0413 | PESTICIDE OR HERBICIDE APPLICATOR - LIMITED POLLUTION COVERAGE |
| 24. | CG 2001 0413 | PRIMARY NON-CONTRIBUTORY ENDORSEMENT |
| 25. | EGL 0914 0214 | SELF-INSURED RETENTION |
| 26. | CG 2404 0509 | WAIVER OF TRANSFER OF RIGHTS OF RECOVERY |
| | | |
| | | <u>Exclusions</u> |
| 27. | CG 2107 0514 | ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION EXCLUSION |
| 28. | EGL 0501 0606 | ASBESTOS EXCLUSION |
| 29. | EGL 0562 0214 | BREACH OF CONTRACT EXCLUSION |
| 30. | CG 2135 1001 | COVERAGE C-MEDICAL PAYMENTS EXCLUSION |
| 31. | EGL 0560 0214 | CROSS SUITS EXCLUSION (NAMED INSURED VS. NAMED INSURED) |
| 32. | EGL 1360 0214 | CYBER LIABILITY EXCLUSION |
| 33. | CG 2116 0798 | DESIGNATED PROFESSIONAL LIABILITY EXCLUSION |
| 34. | EGL 0568 0214 | DISCRIMINATION & EMPLOYMENT EXCLUSION |
| 35. | EGL 0565 0214 | ELECTROMAGNETIC RADIATION EXCLUSION |
| 36. | CG 2147 1207 | EMPLOYMENT RELATED PRACTICES EXCLUSION |
| 37. | CG 2154 0196 | EXCLUSION - DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM |
| 38. | EGL 0571 0214 | EXTERIOR INSULATION AND FINISH SYSTEMS EXCLUSION |

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|-----|---------------|---|
| 39. | CG 2167 1204 | FUNGI OR BACTERIA EXCLUSION |
| 40. | EGL 0576 0514 | INTELLECTUAL PROPERTY INFRINGEMENT EXCLUSION |
| 41. | EGL 0515 0606 | LEAD EXCLUSION |
| 42. | EGL 1362 0214 | NON-CERTIFIED ACTS OF TERRORISM |
| 43. | IL 0021 0908 | NUCLEAR ENERGY LIABILITY EXCLUSION |
| 44. | EGL 1361 0214 | NUCLEAR, BIOLOGICAL, CHEMICAL OR RADIOLOGICAL TERRORISM EXCLUSION (NBCR) |
| 45. | EGL 1363 0214 | OTHER CHEMICALS/DISEASES EXCLUSION |
| 46. | EGL 0569 0214 | RADIOACTIVE MATTER EXCLUSION |
| 47. | CG 0068 0509 | RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION |
| 48. | CG 2196 0305 | SILICA OR SILICA – RELATED DUST EXCLUSION |
| | | |
| | | <u>Standard</u> |
| 49. | EGL 0907 0214 | AMENDMENT OF PREMIUM AUDIT CONDITION |
| 50. | EGL 1302 0512 | CLAIM NOTICE |
| 51. | IL 0017 1198 | COMMON POLICY CONDITIONS |
| 52. | EGL 1305 0714 | DEFINITION OF PREMIUM BASIS ENDORSEMENT |
| 53. | IL 1214 0115 | DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT |
| 54. | EGL 1313 0514 | MINIMUM AND DEPOSIT PREMIUM ENDORSEMENT |
| 55. | EGL 1304 0214 | MINIMUM EARNED PREMIUM ENDORSEMENT |
| 56. | EGL 1301 0512 | SERVICE OF SUIT ENDORSEMENT |
| 57. | PN 0001 0407 | OFAC NOTICE |
| 58. | IL 1008 0114 | SIGNATURE PAGE |
| 59. | EGL 1001 1115 | GENERAL CHANGE ENDORSEMENT NO. 01(CONSTRUCTION EXCLUSION ENDORSEMENT) |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

As required by written contract signed by both parties prior to loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER:PGL10008169101

COMMERCIAL GENERAL LIABILITY
CG 20 18 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED –
MORTGAGEE, ASSIGNEE OR RECEIVER**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Person(s) Or Organization(s) | Designation Of Premises |
|--|--------------------------|
| As required by written contract signed by both parties prior to loss | All applicable locations |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: PGL10008169101

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location(s) Of Covered Operations |
|--|--|
| As required by written contract signed by both parties prior to loss | All applicable locations |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, 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;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – USERS OF GOLFMOBILES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) using or legally responsible for the use of golfmobiles loaned or rented to others by you or any of your concessionaires but only for their liability arising out of the use of the golfmobiles.
- B.** For the purposes of this endorsement, golfmobile means a motorized conveyance that is:
1. Designed to carry up to four persons on a golf course for the purpose of playing golf; and
 2. Not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground.

ADDITIONAL NAMED INSURED(S) ENDORSEMENT

This endorsement changes the policy, please read it carefully.

This insurance modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that the named insured of the policy shall read as follows:

Northland Investment Corporation
Northland 160 State Street, LLC
Needham Street Associates, Inc.
2150 Washington Street, LP
Northland 260 Needham, LLC
Washington Street Boston, LP
Northland Tower Road Investors LLC
Northland Oak Street LLC
Northland Forbes Road LLC
Northland The Merc LLC
Northland Jewell Street, LLC
Northland Allyn Street, LLC
Northland Trumbull, LLC
Northland Tower Block, LLC / Northland Trumbull Block, LLC
Northland Hilands I LLC
Northland Hilands II LLC
Northland Promontory LLC
Northland Valley View LLC
Northland Bigelow Commons LLC
Northland Pavilions LLC
Church Street New Haven, LLC
Northland Sunbelt LLC
Northland Brittany LLC
Northland Bay Club LLC
Northland The Commons LLC
Northland Del Oro LLC
Northland Greentree LLC
Northland Plantation Club LLC
Northland Ballantrae LLC
Northland Monterra LLC
Northland Reflection Lake LLC
Northland Royal St. George LLC
Northland Bay Harbor LLC
Northland Ashlar LLC
Northland Iona Lakes LLC
Northland Caribbean Isle LLC
Northland Plantation Meadows LLC
Northland Boulders LLC
Northland Cliffside LLC

Northland Endicott Green LLC
Northland Tatnuck LLC
Northland TPLP LLC
Northland Faxon Woods LLC
Northland Fountainhead LLC
Northland Randolph Park, LLC
Northland Summit LLC
Northland Governor's Point LLC
Northland Windemere LLC
Northland River Birch II LLC
Northland River Birch I LLC
Northland Stoneridge, LLC
Northland Germantown Falls LLC
Northland Gleneagles LLC
Northland Hickory Farm, LLC
Northland Candlewood LLC
Northland Country Club LLC
Northland Royal Crest LLC
Northland Great Hills II LLC
Northland Lakeline II LLC
Northland High Oaks II LLC
Northland Canyon Creek II LLC
Northland Channing's Mark LLC
Northland Stone Lake LLC
Northland Arboretum LLC
Northland Oaks Apartments LLC
Northland Scofield Farms LLC
Northland Walnut Creek LLC
Northland Wells Branch LLC
Northland River Stone Ranch LLC
Northland Sedona Springs LLC
Northland Stone Creek, LLC
Northland Aboretum Hills LLC
Northland Cypress Gardens LLC (fka Northland Cypress Creek LLC fka Northland Middle Brook LLC)
Northland Museo LLC
Northland Lugano LLC / Via Lugano Condominium Association, Inc.
Via Lugano LLC
Northland Madison at Park West LLC
Northland Lakeside LLC
Northland Bay Breeze LLC
Northland 215 Needham Street, LLC
Northland Monterey Ranch, LLC
Northland 160 Charlemont LLC
Northland Cypress Shores LLC
Northland Village Place LLC
Northland Grandeville LLC
Northland Floresta LLC
Northland Cypress Legends LLC
Northland Yacht Club LLC
Northland the Merc LLC
Northland Windward LLC

Northland the Merc LLC
Northland Caribbean Villas LLC
Northland Mission Grove LLC

This endorsement does not change any other provision of the policy.

AGGREGATE LIMITS PER LOCATION

This endorsement changes the policy, please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS COMPLETED OPERATIONS LIABILITY COVERAGE FORM

Subject to the Overall General Aggregate Limit stated in the Declarations, the General Aggregate Limit under **Section III - LIMITS OF INSURANCE** applies separately to each of your "locations".

It is further understood and agreed that the following changes are made to the policy:

- (1) The Limits of Insurance in the Declarations is amended by the addition thereto of the following Limit:

Overall General Aggregate Limit - \$ 10,000,000

- (2) **SECTION III LIMITS OF INSURANCE** is amended by the addition thereto of the following paragraph:

8. The Overall General Aggregate Limit is the most we will pay under Coverages A and B for the sum of all Limits of Insurance as provided in this **SECTION III** regardless of the number of your "locations"; except for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

For the purpose of this endorsement, "locations" means premises involving the same lot, or connecting lots or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

This endorsement does not change any other provision of this policy.

POLICY NUMBER: PGL10008169101

COMMERCIAL GENERAL LIABILITY
CG 24 26 07 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****AMENDMENT OF INSURED CONTRACT DEFINITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph **9.** of the **Definitions** Section is replaced by the following:**9.** "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

AMENDMENT OF LIMITS OF INSURANCE

This endorsement changes the policy, please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that:

The subparagraph following paragraph 7, **SECTION III – LIMIT OF INSURANCE** is amended to read as follows:

The Limits of Insurance of this Coverage Part apply to the policy period regardless of the length of the policy period.

This endorsement does not change any other provision of this policy.

ANTI-STACKING OF PRIMARY LIMITS

This endorsement changes the policy, please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS COMPLETED OPERATIONS LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM

It is agreed that:

If this policy and any other primary policy issued to you by us or any entity that you control, is controlled by or is under common control with you apply to the same claim or "suit", the maximum limit of our liability under all such primary policies issued by us shall not exceed the highest applicable single Limit of Insurance that is applicable to the claim or "suit" under any one primary policy, and that applicable primary policy shall be the only Limits of Insurance payable by us. This is the most we will pay regardless of the different years in which the primary policies were effective, the number of insureds, claims made or "suits" brought, or persons or organizations making claims or bringing "suits."

This endorsement does not change any other provision of this policy.

BROAD FORM NAMED INSURED ENDORSEMENT

This endorsement changes the policy, please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS COMPLETED OPERATIONS LIABILITY COVERAGE FORM

It is agreed that:

The Named Insured designated in the Declarations is amended to include any entity in which you directly or indirectly have more than a 50% ownership interest during the policy period. However, such entities are only a Named Insured during that part of the policy period in which the Named Insured designated in the Declarations directly or indirectly owns more than 50% of that entity.

This endorsement does not change any other provision of this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

- A.** If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

POLICY NUMBER: PGL10008169101

COMMERCIAL GENERAL LIABILITY
CG 02 24 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 30

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

POLICY NUMBER: PGL10008169101

COMMERCIAL GENERAL LIABILITY
CG 04 35 12 07**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****EMPLOYEE BENEFITS LIABILITY COVERAGE****THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Coverage | Limit Of Insurance | Each Employee Deductible | Premium |
|--|-----------------------------------|--------------------------|-------------|
| Employee Benefits Programs | \$ 1,000,000 each employee | \$ 1,000 | \$ Included |
| | \$ 1,000,000 aggregate | | |
| Retroactive Date: | 06-15-2014 | | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | | | |

A. The following is added to Section I – Coverages:**COVERAGE – EMPLOYEE BENEFITS LIABILITY****1. Insuring Agreement**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result.

But:

- (1) The amount we will pay for damages is limited as described in Paragraph D. (Section III – Limits Of Insurance); and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to damages only if:

- (1) The act, error or omission, is negligently committed in the "administration" of your "employee benefit program";
- (2) The act, error or omission, did not take place before the Retroactive Date, if any, shown in the Schedule nor after the end of the policy period; and
- (3) A "claim" for damages, because of an act, error or omission, is first made against any insured, in accordance with Paragraph c. below, during the policy period or an Extended Reporting Period we provide under Paragraph F. of this endorsement.

c. A "claim" seeking damages will be deemed to have been made at the earlier of the following times:

- (1) When notice of such "claim" is received and recorded by any

(2) When we make settlement in accordance with Paragraph a. above.

A "claim" received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.

d. All "claims" for damages made by an "employee" because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such "employee's" dependents and beneficiaries, will be deemed to have been made at the time the first of those "claims" is made against any insured.

2. Exclusions

This insurance does not apply to:

a. Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any "claim" based upon:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or
- (3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

f. Workers' Compensation And Similar Laws

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

B. For the purposes of the coverage provided by this endorsement:

- 1. All references to Supplementary Payments – Coverages **A** and **B** are replaced by Supplementary Payments – Coverages **A**, **B** and **Employee Benefits Liability**.
- 2. Paragraphs **1.b.** and **2.** of the Supplementary Payments provision do not apply.

C. For the purposes of the coverage provided by this endorsement, Paragraphs **2.** and **3.** of **Section II – Who Is An Insured** are replaced by the following:

- 2. Each of the following is also an insured:
 - a. Each of your "employees" who is or was authorized to administer your "employee benefit program".
 - b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

- c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
- b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.
- D. For the purposes of the coverage provided by this endorsement, **Section III – Limits Of Insurance** is replaced by the following:
- 1. Limits Of Insurance**
- a. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
- (1) Insureds;
 - (2) "Claims" made or "suits" brought;
 - (3) Persons or organizations making "claims" or bringing "suits";
 - (4) Acts, errors or omissions; or
 - (5) Benefits included in your "employee benefit program".
- b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
- (1) An act, error or omission; or
 - (2) A series of related acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

2. Deductible

- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- b. The deductible amount stated in the Schedule applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- c. The terms of this insurance, including those with respect to:
- (1) Our right and duty to defend any "suits" seeking those damages; and
 - (2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or "claim"
- apply irrespective of the application of the deductible amount.
- d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.
- E. For the purposes of the coverage provided by this endorsement, Conditions 2. and 4. of **Section IV – Commercial General Liability Conditions** are replaced by the following:
- 2. Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit"**
- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim". To the extent possible, notice should include:
- (1) What the act, error or omission was and when it occurred; and

(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a "claim" is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the "claim" or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Schedule of this insurance and that applies to an act, error or omission on other than a claims-made basis, if:

(a) No Retroactive Date is shown in the Schedule of this insurance; or

(b) The other insurance has a policy period which continues after the Retroactive Date shown in the Schedule of this insurance.

(2) When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of the total amount that all such other insurance would pay for the loss in absence of this insurance; and the total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Schedule of this endorsement.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance to the total

F. For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added, or, if this endorsement is attached to a claims-made Coverage Part, replaces any similar Section in that Coverage Part:

EXTENDED REPORTING PERIOD

1. You will have the right to purchase an Extended Reporting Period, as described below, if:
 - a. This endorsement is canceled or not renewed; or
 - b. We renew or replace this endorsement with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
 - (2) Does not apply to an act, error or omission on a claims-made basis.
2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to "claims" for acts, errors or omissions that were first committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Schedule. Once in effect, the Extended Reporting Period may not be canceled.
3. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge. You must give us a written request for the endorsement within 60 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The "employee benefit programs" insured;
- b. Previous types and amounts of insurance;
- c. Limits of insurance available under this endorsement for future payment of damages; and
- d. Other related factors.

The additional premium will not exceed 100% of the annual premium for this endorsement.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

4. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of insurance described below, but only for claims first received and recorded during the Extended Reporting Period. The extended reporting period aggregate limit of insurance will be equal to the dollar amount shown in the Schedule of this endorsement under Limits of Insurance. Paragraph **D.1.b.** of this endorsement will be amended accordingly. The Each Employee Limit shown in the Schedule will then continue to apply as set forth in Paragraph **D.1.c.**
- G. For the purposes of the coverage provided by this endorsement, the following definitions are added to the **Definitions** Section:
 1. "Administration" means:
 - a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
 - b. Handling records in connection with the "employee benefit program"; or
 - c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include handling payroll deductions.
 2. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
 3. "Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.

4. "Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
 - a. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
 - e. Any other similar benefits designated in the Schedule or added thereto by endorsement.
- H. For the purposes of the coverage provided by this endorsement, Definitions 5. and 18. in the **Definitions** Section are replaced by the following:
 5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 18. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

EXPANDED BODILY INJURY DEFINITION

This endorsement changes the policy, please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed that:

Section V – Definitions, Paragraph 3. “Bodily injury” is hereby deleted and replaced with the following:

3. “Bodily injury” includes bodily injury, sickness, disease, disability, and emotional distress (including therein mental anguish, mental injury, shock and humiliation) sustained by a person, including death resulting from any of these at any time.

However, emotional distress (including mental anguish, mental injury, shock and humiliation) are not covered as “bodily injury” if they are covered as items of damages under “Personal and Advertising Injury” or under other Coverages in this policy or endorsed thereon.

This endorsement does not change any other provision of the policy.

INDEPENDENT CONTRACTORS CONDITIONAL SELF-INSURED RETENTION

This endorsement changes the policy, please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS COMPLETED OPERATIONS LIABILITY COVERAGE FORM

It is agreed that:

The Self-Insured Retention set forth below shall apply to “Bodily Injury”, “Property Damage”, or “Personal and Advertising Injury” arising out of any liability for the acts of contractors or sub-contractors performing work on your behalf or out of labor, goods or services provided in connection therewith, directly or indirectly related to any form of construction work, including but not limited to, demolition, renovation, alteration or repair unless the following conditions are met:

1. You shall obtain Certificates of Insurance from all contractors or sub-contractors providing evidence of General Liability Insurance at limits and coverages at least equal to that afforded by this policy;
2. Such Certificates of Insurance shall also specify that you and any other insured under this policy are named as an additional insured under their General Liability policy on a Primary and non contributory basis; and
3. Prior to being permitted onto a job site, you shall execute a written agreement with all contractors and sub-contractors which requires them to defend, indemnify and hold harmless, to the fullest extent permitted by law, you and any other entities required by written contract for claims or “suits” arising out of the work performed by such contractor or sub-contractor. Such written agreement shall also require all contractors and sub-contractors to name you and any other insured under this policy as an additional insured in the manner described in condition 2. above.
4. For purposes of this endorsement the Self-Insured Retention shall mean the amount of loss, including all costs and expenses involved in the investigation, defense and/or settlement of any claim made or “suit” brought against the insured for “bodily injury” liability, “property damage” liability, “personal and advertising injury” liability, or any combination thereof incurred and payable by you prior to the response of this policy. Without any reimbursement from us, you shall be responsible for the payment of all costs and expenses involved in the investigation, defense and/or settlement of any claim made or “suit” brought against the insured, which shall be in addition to the Self-Insured Retention.
5. In no event shall we be obligated to satisfy your obligations for the payment of the Self-Insured Retention. You may not settle any claim or “suit” which exceeds the Self-Insured Retention without our permission to do so. If you fail to obtain such written permission, we shall have no obligation to provide coverage for such claim or “suit” under this policy.

The Declarations is amended to add the following:

Self-Insured Retention: \$50,000 (Apartments); \$25,000 (All Other losses)

This endorsement does not change any other provision of this policy.

POLICY NUMBER:PGL10008169101

COMMERCIAL GENERAL LIABILITY
CG 21 44 07 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITATION OF COVERAGE TO DESIGNATED
PREMISES OR PROJECT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Premises:

160 State Street, Boston, MA 02109
241-281 Needham Street , Newton, MA 02461
2150 Washington Street , Newton, MA 02462
260 Needham Street , Newton, MA 02461
600 Washington Street , Boston, MA 02111
55 Tower Road, Newton, MA 02464
156 Oak Street, Newton, MA 02464
10 Forbes Road, Woburn, MA 01801
710 Main Street, Waltham, MA 2451
90-104 Allyn Street , Hartford, CT 06103
242 Trumbull Street, Hartford, CT 06103
201 Trumbull Street, Hartford, CT 06130
221 Trumbull Street, Hartford, CT 06130
211 Trumbull Street, Hartford, CT 06130
225 Trumbull Street, Hartford, CT 06130
227 Trumbull Street, Hartford, CT 06130
229 Trumbull Street, Hartford, CT 06130
231 Trumbull Street, Hartford, CT 06130
235 Trumbull Street, Hartford, CT 06130
237 Trumbull Street, Hartford, CT 06130
239 Trumbull Street, Hartford, CT 06130
241 Trumbull Street, Hartford, CT 06130
243 Trumbull Street, Hartford, CT 06130
251 Trumbull Street, Hartford, CT 06130
190 Asylum Street, Hartford, CT 06130
192 Asylum Street, Hartford, CT 06130
200 Asylum Street, Hartford, CT 06130
210 Asylum Street, Hartford, CT 06130
220 Asylum Street, Hartford, CT 06130
226 Asylum Street, Hartford, CT 06130
230 Asylum Street, Hartford, CT 06130
26 Asylum Street, Hartford, CT 06130
246 Asylum Street, Hartford, CT 06130
250 Asylum Street, Hartford, CT 06130
215-227 Needham Street, Newton, MA 02464
215-227 Needham Street (Garage), Newton, MA 02464



160 Charlemont Street, Newton, MA 2461
1503 Union Avenue , Memphis , TN 38104
5755 East River Road, Tucson, AZ 85750
60 West Stone Loop, Tucson, AZ 85704
5025 N. 1st Avenue, Tucson, AZ 85718
55 Main Street, Enfield, CT 06802
345 Buckland Hills Dr., Manchester, CT 06040
109-115 Church Street South, New Haven, CT 06519
135-149 Church Street South, New Haven, CT 06519
89 Union Ave, New Haven, CT 06519
169 Union Ave, New Haven, CT 06519
179 Union Ave, New Haven, CT 06519
71 Columbus Ave, New Haven, CT 06519
91 Columbus Ave, New Haven, CT 06519
93 -106 Columbus Ave, New Haven, CT 06519
1 Tower Lane, New Haven, CT 06519
72 -84 South Orange Street, New Haven, CT 06519
86 South Orange Street, New Haven, CT 06519
1200 102nd Ave. North , St. Petersburg, FL 33716
1874 Brittany Drive, Indialantic, FL 32903
3408 Lancaster Court, Tampa, FL 33614
7001 N.W. 16th Street, Plantation, FL 33313
5201 North Dixie Hwy, Ft. Lauderdale, FL 33334
201 Plantation Club Dr. , Melbourne, FL 32940
1950 Pebble Ridge Lane, Sanford, FL 32771
28151 Dovewood Court, Bonita Springs, FL 34135
7861 Reflection Cove Drive, Ft. Myers, FL 33907
1651 Brandywine Road, West Palm Beach, FL 33409
9601 Bay Harbor Circle, Ft. Myers, FL 33919
13001 Corbel Circle, Ft. Myers, FL 33907
15000 Iona Lakes Drive, Ft. Myers, FL 33908
2848 Caribbean Isle Blvd, Melbourne, FL 32935
7261 NW 16th Street, Plantation, FL 33313
156A Brittany Drive South, Amherst, MA 01002
248 Amherst Road, Sunderland, MA 01375
180 Newbury Street, Danvers, MA 01923
13 Brookside Ave., Worcester, MA 01602
100 Charlestown Meadows Drive, Westborough, MA 01581
2001 Falls Blvd., Quincy, MA 02169
293 Turnpike Road, Westborough, MA 01581
4536 Randolph Road, Charlotte, NC 28211
1025 Avent Hill, Raleigh, NC 27606
3230 Stream Side Road, Raleigh, NC 27613
2105 Ravenglass Place, Raleigh, NC 27612
8225 Riverbirch Drive, Charlotte, NC 28210
2036 Sharon Oaks Lane, Charlotte, NC 28210
1300 Park West Blvd. Units , Mount Pleasant, NC 29466
6930 Club Lane, Memphis , TN 38115
6895 Club Ridge Circle, Memphis , TN 38115

2894 Putting Green Cove, Memphis , TN 38115
 3822 Hickory Farm Drive, Memphis , TN 38115
 9350 S. Padre Island Dr., Corpus Christi, TX 78418
 2002 Airline Rd, Corpus Christi, TX 78413
 4450 Ridgemont Drive , Abilene, TX 79606
 1909 Sybil Lane, Tyler, TX 75703
 10610 Morado Circle, Austin, TX 78759
 2000 Lakeline Blvd. S., Cedar Park, TX 78613
 11028 Jollyville Road, Austin, TX 78759
 11316 Jollyville Road, Austin, TX 78759
 11282 Taylor Draper Lane, Austin, TX 78759
 9801 Stonelake Blvd., Austin, TX 78759
 10307 Morado Cove, Austin, TX 78759
 10926 Jollyville Rd., Austin, TX 78759
 13401 Metric Blvd, Austin, TX 78727
 12113 Metric Blvd., Austin, TX 78727
 3201 Century Park Blvd. , Austin, TX 78727
 5701 S. Mo Pac Expressway , Austin, TX 78749
 4201 Monterey Oaks Blvd. , Austin, TX 78749
 6800 McNeil Dr., Austin, TX 78729
 11500 Jollyville Rd , Austin, TX 78759
 335 Cypress Creek Road, Cedar Park, TX 78613
 11266 Taylor Draper Lane, Austin, TX 78759
 100 - 1300 Via Lugano Circle, Boynton Beach, FL 33436
 900 Via Lugano Circle 203 and 211, Boynton Beach , FL 33436
 7670 Greenboro Drive, Melbourne, FL 32904
 16001 Bayside Pointe, Ft. Myers, FL 33908
 4701 & 4710 Staggerbush Road, Austin, TX 78749
 600 Via Lugano Circle 210, Boynton Beach , FL 33436
 900 Via Lugano Circle 202, Boynton Beach , FL 33436"
 1901 Lyons Road, Coconut Creek, FL 33063
 2111 Brandywine Road, West Palm Beach, FL 33409
 1100 Via Lugano Circle 202, Boynton Beach, FL 33436
 600 Via Lugano Circle 211, Boynton Beach , FL 33436
 1200 Via Lugano Circle 210, Boynton Beach, FL 33436
 1000 Via Lugano Circle 202, Boynton Beach, FL 33436
 741 Saxon Boulevard, Orange City, FL 32763
 1200 Via Lugano Circle 311, Boynton Beach, FL 33436
 400 Via Royale, Jupiter, FL 33458
 3247 Forum Boulevard, Fort Myers, FL 33905
 800 Via Lugano Circle 108, Boynton Beach, FL 33436
 6510 Anchor Loop, Bradenton, FL 34212
 500 Via Lugano Circle 107, Boynton Beach, FL 33436
 694 Main Street, Waltham, MA 2451
 710 Main Street, Waltham, MA 2451
 1441 Brandywine Road, West Palm Beach, FL 33409
 696 Main Street , Waltham, MA 2451
 2639 Granada Bay, Melbourne, FL 32934
 2616 Mission Road, Tallahassee, FL 32304

4900 SW 46th Court, Ocala, FL 34474

Project:

N/A

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance applies only to "bodily injury", "property damage", "personal and advertising injury" and medical expenses arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises; or
2. The project shown in the Schedule.

LOSS OR DAMAGE TO CUSTOMERS' AUTO (LEGAL LIABILITY COVERAGE)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Northland Investment Corporation

Endorsement Effective Date: November 15, 2016

SCHEDULE

| Location Number | Address of Location | |
|----------------------|-----------------------------------|--|
| | All Locations | |
| Coverages | Limit Of Insurance And Deductible | Premium |
| Comprehensive | \$ 1,000,000 | Limit Of Insurance |
| | \$ 2,500 | Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism |
| | \$ Not Applicable | Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event |
| Collision | \$ 1,000,000 | Limit Of Insurance |
| | \$ 2,500 | Deductible For Each Customer's Auto |
| | \$ Not Applicable | Maximum Deductible For All Collision Loss In Any One Event |

| Location Number | Address of Location | |
|----------------------|-----------------------------------|--|
| | | |
| Coverages | Limit Of Insurance And Deductible | Premium |
| Comprehensive | \$ | Limit Of Insurance |
| | \$ | Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism |
| | \$ | Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event |

| | | | |
|------------------|----|---------------------------|----|
| Collision | \$ | Limit Of Insurance | \$ |
|------------------|----|---------------------------|----|

| | | | |
|--|----|--|--|
| | \$ | Deductible For Each Customer's Auto | |
| | \$ | Maximum Deductible For All Collision Loss In Any One Event | |

| Location Number | Address of Location | | |
|-----------------|-----------------------------------|---|---------|
| | | | |
| Coverages | Limit Of Insurance And Deductible | | Premium |
| Comprehensive | \$ | Limit Of Insurance | \$ |
| | \$ | Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism | |
| | \$ | Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event | |
| Collision | \$ | Limit Of Insurance | \$ |
| | \$ | Deductible For Each Customer's Auto | |
| | | Maximum Deductible For All Collision Loss In Any One Event | |

| | |
|--|-------------|
| Total Premium For All Locations | \$ Included |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

Excess Insurance: This Loss or Damage to Customer's Auto endorsement applies on a legal liability basis. However, coverage also applies without regard to your or any other insured's legal liability for "loss" to a "customer's auto" on an excess basis over any other collectible insurance regardless of whether the other insurance covers your or any other insured's interest or the interest of the "customer's auto's" owner.

A. This endorsement provides only those coverages:

1. Where a Limit Of Insurance and a premium are shown for that coverage in the Schedule; and
2. For the location shown in the Schedule.

B. Coverage

1. We will pay all sums the insured legally must pay as damages for "loss" to a "customer's auto" or "customer's auto" equipment left in the insured's care, custody or control under:

a. Comprehensive Coverage

From any cause except:

- (1) The "customer's auto's" collision with another object; or
- (2) The "customer's auto's" overturn.

b. Collision Coverage

Caused by:

- (1) The "customer's auto's" collision with another object; or
- (2) The "customer's auto's" overturn.

2. We will have the right and duty to defend any insured against a "suit" asking for these damages. However, we have no duty to defend any insured against a "suit" seeking damages for "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

3. Who Is An Insured

The following are "insureds" for "loss" to "customer's autos" and "customer's auto" equipment:

- a. You.
- b. Your partners and their spouses, if you are a partnership, but only with respect to the conduct of your business.
- c. Your members, if you are a limited liability company, but only with respect to the conduct of your business. Your managers are also insureds, but only with respect to their duties as your managers.
- d. Your "executive officers" and directors, if you are an organization other than a partnership or limited liability company, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of employment by you or while performing their duties related to the conduct of your business.

C. Exclusions

1. This insurance does not apply to any of the following:

a. Contractual

Liability resulting from any contract or agreement by which the "insured" accepts responsibility for "loss". But this exclusion does not apply to liability for "loss" that the insured would have in the absence of the contract or agreement.

b. Theft

"Loss" due to theft or conversion caused in any way by you, your "employees" or by your stockholders.

2. We will not pay for "loss" to any of the following:

- a. Tape decks or other sound-reproducing equipment unless permanently installed in a "customer's auto".
- b. Tapes, records or other sound-reproducing devices designed for use with sound-reproducing equipment.
- c. Sound-receiving equipment designed for use as a citizens band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "customer's auto" manufacturer for the installation of a radio.
- d. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed-measuring equipment.

3. Under **SECTION I – COVERAGES** paragraph 2. **Exclusions**, item j. (4) is hereby deleted as respects the coverage provided by this endorsement.

D. Limits Of Insurance And Deductibles

1. Regardless of the number of "customer's autos", insureds, premiums paid, claims made or "suits" brought, the most we will pay for each "loss" at each location is the Limit Of Insurance shown in the Schedule for that location. Prior to the application of this limit, the damages for "loss" that would otherwise be payable will be reduced by the applicable deductibles for "loss" caused by:

- a. Collision; or
- b. With respect to Comprehensive Coverage:
 - (1) Theft or mischief or vandalism; or
 - (2) All perils.

2. The maximum deductible stated in the Schedule for Comprehensive Coverage is the most that will be deducted for all "loss" in any one event caused by:
 - a. Theft or mischief or vandalism; or
 - b. All perils.
3. To settle a claim or "suit", we may pay all or any part of the deductible. If this happens you must reimburse us for the deductible or that part of the deductible that we paid.

E. Additional Definitions

As used in this endorsement:

1. "Customer's auto" means a customer's land motor vehicle, "trailer" or semitrailer lawfully left in your care, custody or control while you are attending or operating the "customer's auto" at or temporarily away from a premises shown in the Schedule.
2. "Loss" means direct and accidental loss or damage and includes any resulting loss of use.

All other terms and conditions of the policy remain the same.

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POLICY NUMBER: PGL10008169101

COMMERCIAL GENERAL LIABILITY
CG 22 64 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PESTICIDE OR HERBICIDE APPLICATOR –
LIMITED POLLUTION COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| |
|--|
| Description Of Operations: All operations |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

With respect to the operations shown in the Schedule, Paragraph **(1)(d)** of Exclusion **f.** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply if the operations meet all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government which apply to those operations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

SELF-INSURED RETENTION ENDORSEMENT

This endorsement changes the policy, please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This insurance is subject to the following additional provisions. In the event of conflict with any other provisions elsewhere in the policy, the provisions of this endorsement will control the application of the insurance to which this endorsement applies.

Our total liability for all claims and damages will not exceed the Limits of Liability as stated in Section III - LIMITS OF INSURANCE of the policy and the Declarations for the Commercial General Liability or Products/Completed Operations Coverage Part and will only apply in excess of the insured's "Self-Insured Retention".

A. Self-Insured Retention Schedule

| | |
|----------|--|
| \$25,000 | Self-Insured Retention – Per Occurrence (Apartments) |
| \$5,000 | Self-Insured Retention – Per Occurrence (All Other Losses) |
| N/A | Self-Insured Retention – Per Claim |
| N/A | Self-Insured Retention – Aggregate |

B. Claims Administrator

You agree, as a condition precedent to the issuance of the policy to which this endorsement is attached, to make a reasonable attempt to mitigate the amount of any loss and/or expense involved in the investigation, defense and/or settlement process, including, but not limited to, contracting with York Risk Services Group, an independent claims handling service ("Administrator") to administer claims within the "Self-Insured Retention". Without any reimbursement from us, you shall be responsible for the payment of all fees, charges, expenses and costs of the "Administrator". All fees, charges, expenses and costs of the "Administrator" shall be in addition to, and shall not erode, the "Self-Insured Retention". You shall notify us within ten (10) days in the event of the cancellation, expiration or material revision of the claims service contract between you and the "Administrator" and you shall promptly replace the "Administrator" with another claims service provider acceptable to us

You warrant that such service shall be maintained to apply to all claims or "occurrences" covered by the terms of this policy. You shall, further, require said "Administrator" to furnish us with quarterly, updated loss exhibits.

C. Application of Self-Insured Retention

1. You shall have the obligation to provide, at your own expense, for the investigation and defense of any "occurrence", offense, claim or "suit" which may be covered by this policy, and which falls within the "Self-Insured Retention" amount shown on the above Schedule. Your obligation to provide for your own defense shall terminate upon exhaustion, by payment, of the "Self-Insured Retention" amount referenced in the Schedule above. In no event shall we be obligated to satisfy your obligations for the payment of the "Self-Insured Retention". You may not settle any "occurrence", offense, claim or "suit" which exceeds any "Self-Insured Retention" without our permission to do so. If you fail to obtain such written permission, we shall have no obligation to provide coverage for such "occurrence", offense, claim or "suit" under this policy.
2. We shall have the right but not the duty to participate with you at our own expense in the defense or settlement of any "occurrence", offense, claim or "suit" seeking damages covered under this policy. In the event of an "occurrence", offense, claim or "suit" which in our reasonable judgment may result in payment, including Supplementary Payments, in an amount in excess of the "Self-Insured Retention", we may assume control of the defense or settlement of such "occurrence", offense, claim or "suit". You will continue to be responsible for the payment of the "Self-Insured Retention".
3. The "Self-Insured Retention" may not be exhausted by payments made by an additional insured, any other insurance, or any other insurer, unless such payments are made under a policy written specifically to cover the "Self-Insured Retention" obligations under this policy. Subject only to the exception in the immediately preceding sentence, the insured must make actual payment of the full "Self-Insured Retention" amount before the Limits of Liability applicable to this endorsement apply, and before we have any duty to defend under this policy. Compliance with this provision is a condition precedent to coverage under this policy.
4. If a Per Occurrence Self-Insured Retention amount is shown in the Schedule of this endorsement, the Per Occurrence amount is the most you will pay for Self-Insured Retention amounts arising out of any one "occurrence" or offense, regardless of number of insureds under this policy or the number of persons or organizations sustaining injury or damage, making claims or bringing "suits" because of the "occurrence" or offense, subject to the provisions of C.6 below.
5. If a Per Claim Self-Insured Retention amount is shown in the Schedule of this endorsement, the Per Claim amount is the most you will pay for "Self-Insured Retention" amounts arising out of any one claim or "suit", subject to the provisions of C.6 below.
6. If an Aggregate Self-Insured Retention amount is shown in the Schedule of this endorsement, the Aggregate amount is the most you will pay for all "Self-Insured Retention" amounts incurred under this policy. The Aggregate amount applies separately to each consecutive annual period and to any remaining period of less than 12 month, starting with the beginning of the policy period shown in the Declarations.

D. Allocated Loss Adjustment Expenses

You are responsible for the payment of "Allocated Loss Adjustment Expenses" incurred according to the election indicated by an "X" below.

- A. 100% of the total "Allocated Loss Adjustment Expenses" up to the "Self-Insured Retention". However, the most you are responsible for with respect to damages and "Allocated Loss Adjustment Expenses" combined shall not exceed the "Self-Insured Retention".

- B. 100% of the total "Allocated Loss Adjustment Expenses" (These expenses shall be in addition to and shall not erode the "Self-Insured Retention".)
- C. All or part of the "Allocated Loss Adjustment Expenses" determined according to the following:
 - i. If we incur NO obligation under the policy to pay damages resulting from a claim, you are responsible for all "Allocated Loss Adjustment Expenses" up to the applicable "Self-Insured Retention" plus 100.0% of all remaining "Allocated Loss Adjustment Expenses."
 - ii. If we DO incur an obligation under the policy(ies) to pay damages resulting from a claim, you will be responsible for a percentage of "Allocated Expense Adjustment Expenses". That percentage shall be determined by dividing the "Self-Insured Retention" paid by the total damages paid, subject to the Limits of Insurance.

E. Notice Provisions

1. Periodic Notices - On a quarterly basis, you must provide us with a written summary (loss run) of all "occurrences", offenses, claims or "suits" which have or may result in payments within the "Self-Insured Retention".
2. In addition to the foregoing periodic notices, you must also notify us promptly of any "occurrence", offense, claim or "suit", involving:
 - a. a fatality;
 - b. paralysis;
 - c. dismemberment or amputation of limbs;
 - d. loss of eyesight or hearing;
 - e. brain injury;
 - f. serious burns or disfigurement;
 - g. any loss that could reasonably be expected by you or your Administrator to result in payments exceeding 50% of the "Self-Insured Retention";
 - h. sexual abuse or molestation;
 - i. loss of, or loss of function of, vital organs;
 - j. multiple fractures involving more than one body part;
 - k. disability of more than one year or where it appears reasonably likely that there will be a disability of more than one year.
3. If there is an Aggregate Self-Insured Retention, you are required to provide us immediate written notice when you have paid (loss payments and/or "Allocated Loss Adjustment Expense") equal to 60% of your Aggregate Self-Insured Retention.
4. You or the "Administrator" must monitor the cumulative incurred "Self-Insured Retention" amount of loss, including Supplementary Payments involved in the investigation, defense and/or settlement of any claim and report those amounts to us on a quarterly basis during the policy period. The quarterly report you send to us must be in a format acceptable to us. Within forty-five (45) days after the end of the policy term, you shall give us a listing of all existing claims or "suits" within the "Self-Insured Retention", and quarterly thereafter, you shall provide us an updated listing of all claims and "suits", both paid and reserved, until all claims and "suits" for the policy period are closed or settled. Compliance with the reporting requirements set forth in this endorsement is a condition precedent to coverage.

F. Bankruptcy

Your bankruptcy or insolvency shall not relieve you of your obligations under the “Self-Insured Retention” nor shall it serve to increase our obligations under this policy.

G. Midterm Cancellation

In the event of a midterm cancellation of this policy, the “Self-Insured Retention” amount shown in the Schedule of this endorsement as Aggregate shall not be subject to any pro rata reduction. Such aggregate amount shall apply as if the policy term had not been shortened.

H. Definitions

1. “Allocated Loss Adjustment Expense” means attorneys’ fees and expenses, court costs and expenses, fees for service of process, experts’ fees and expenses, pre-judgment and post-judgment interest, costs of depositions, court-reported or recorded statements, Supplementary Payments and any other fees, costs and expenses reasonably chargeable to the investigation, negotiation, settlement and defense of a claim or a “suit” against you, or to the protection and perfection of your subrogation rights.

“Allocated Loss Adjustment Expenses” shall not include (a) general overhead, the salary and benefits of any of our employees, the fees and expenses of any attorney we retain to provide counsel to us about our obligations, if any, under any policy issued by us with respect to a claim or “suit” against you, or to exercise our right to participate in the investigation of any “occurrence” subject to this endorsement and the defense of any claim or “suit” that may result; and (b) any fees, costs or expenses arising out of the use of the “Administrator”.

2. “Self-Insured Retention” means the amounts which you must pay on account of all loss and damages which you may become legally obligated to pay because of “bodily injury”, “property damage”, “personal and advertising injury”, medical payments, or any other such coverage included in the policy to which this insurance applies, and includes “Allocated Loss Adjustment Expenses” as provided in Section D. above.

This endorsement does not change any other provision of the policy.

POLICY NUMBER: PGL10008169101

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

| |
|--|
| <p>Name Of Person Or Organization: As required by written contract signed by both parties prior to loss</p> |
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p> |

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ACCESS OR DISCLOSURE OF
CONFIDENTIAL OR PERSONAL INFORMATION AND
DATA-RELATED LIABILITY – LIMITED BODILY INJURY
EXCEPTION NOT INCLUDED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion 2.p. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1)** Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2)** The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

B. The following is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

ASBESTOS EXCLUSION

This endorsement changes the policy, please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS AND COMPLETED OPERATIONS COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

This insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” arising out of or related in any way to asbestos or asbestos-containing materials.

We shall not have the duty to defend any such claim or “suit”.

This endorsement does not change any other provision of the policy.

BREACH OF CONTRACT EXCLUSION ENDORSEMENT

This endorsement changes the policy, please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS COMPLETED OPERATIONS LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM

This insurance does not apply to any claim or "suit" for "bodily injury," "property damage," or "personal and advertising injury" arising out of or involving directly or indirectly the following:

- a.** Breach of express or implied contract;
- b.** Breach of express or implied warranty;
- c.** Fraud or misrepresentation regarding the formation, terms or performance of a contract; or
- d.** Libel, slander or defamation arising out of or within the contractual relationship.

This endorsement does not change any other provision of this policy.

POLICY NUMBER: PGL10008169101

COMMERCIAL GENERAL LIABILITY
CG 21 35 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – COVERAGE C – MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description And Location Of Premises Or Classification:

Any and all operations

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any premises or classification shown in the Schedule:

1. Section I – Coverage C – Medical Payments does not apply and none of the references to it in the Coverage Part apply: and

2. The following is added to Section I – Supplementary Payments:

- h. Expenses incurred by the insured for first aid administered to others at the time of an accident for "bodily injury" to which this insurance applies.

NAMED INSURED CROSS SUITS EXCLUSION ENDORSEMENT

This endorsement changes the policy, please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS COMPLETED OPERATIONS LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM

It is agreed that:

This insurance does not apply to any liability arising out of a claim or "suit" by one Named Insured against another Named Insured.

This endorsement does not change any other provision of this policy.

CYBER LIABILITY EXCLUSION

This endorsement changes the policy, please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that:

A. This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of, or involving directly or indirectly, the access to or disclosure, loss or alteration of any "electronic data", electronic information, computer applications software, computer operations software or any other similar data, information or software in any computer hardware, "computer system", computer network, or the "Internet";
2. "Bodily injury", "property damage" or "personal and advertising injury" arising out of, or involving directly or indirectly, damage to any computer hardware, "computer system", computer network, or the "internet" as a result of 1. Above; or
3. "Bodily injury", "property damage" or "personal and advertising injury" arising out of, or involving directly or indirectly, "denial of service attack", "unauthorized use of a computer system", "unauthorized access to a computer system" or "malicious code".

B. This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that of which is described in Paragraphs 1., 2. and 3. above.

C. The following defined terms apply to this endorsement:

1. "Computer system" means computers and associated software, input and output devices, data storage devices, networking equipment, websites and back up facilities.
2. "Denial of service attack" means a malicious attack which is designed to slow or completely interrupt access to a targeted "computer system" or website.
3. "Electronic data" means information, facts, or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
4. "Internet" shall mean the worldwide public network of computers as it currently exists or may be manifested in the future, including the "internet", an intranet, an extranet or a virtual public network.
5. "Malicious code" means unauthorized, corrupting or harmful software code, including computer viruses, Trojan horses, keystroke loggers, cookies, spyware, adware, worms and logic bombs.
6. "Unauthorized access to a computer system" means the gaining of access to a "computer system" by an unauthorized person or persons, or by an authorized person or persons in an unauthorized manner.

7. “Unauthorized use of a computer system” means the use of a “computer system” by an unauthorized person or by an authorized person uses the “computer system” for a purpose which it is not intended.

This endorsement does not change any other provision of this policy.

POLICY NUMBER: PGL10008169101

COMMERCIAL GENERAL LIABILITY
CG 21 16 07 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Description Of Professional Services: |
|--|
| 1. Any and all professional services provided by or on behalf of the insured |

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any professional services shown in the Schedule, the following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to the rendering of or failure to render any professional service.

DISCRIMINATION AND EMPLOYMENT EXCLUSION

This endorsement changes the policy, please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that:

This insurance does not apply to any liability that:

- 1.** Arises from discrimination on the basis of race, creed, color, sex, age, disability, national origin;
or
- 2.** Arises out of:
 - a.** Refusal to employ;
 - b.** Termination of employment;
 - c.** Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, or other employment-related practices, policies, acts or omissions; or
 - d.** Consequential bodily injury as a result of **a.** through **c.** above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or to repay someone else who must pay damages because of the injury.

This endorsement does not change any other provision of this policy.

ELECTROMAGNETIC RADIATION EXCLUSION

This endorsement changes the policy, please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS COMPLETED OPERATIONS LIABILITY COVERAGE FORM

It is agreed that:

This insurance does not apply to “bodily injury”, “property damage”, “personal and advertising injury”, medical expenses or any other coverages based upon or arising out of “electromagnetic radiation”, including but not limited to “electromagnetic radiation” produced or distributed by or coming from the following:

- (1) any type of lines or towers used to transmit electrical current of any voltage, such as power or electrical lines or towers, or used to broadcast or transmit any type of signal, including but not limited to cellular, radio or television lines or towers or satellite stations;
- (2) any type of device which uses, produces, directs, amplifies or conducts “electromagnetic radiation”, including but not limited to cellular phones, computers, electric blankets and microwave ovens, X-ray machines, lasers, range finding equipment, laser-equipped surveying equipment, electrical transformers, antennas and satellite and radar dishes;
- (3) any type of radar, radar-guided weapons system, radar detecting weapons system or directed energy weapons system, including police, military or weather radar, and any laser, laser weapons system and high electromagnetic pulse (EMP) weapons system; or
- (4) any type of imaging equipment whether used for medical, ground imaging or other purposes, including but not limited to X-ray and magnetic resonance imaging equipment and ground penetrating radar.

This exclusion applies regardless of whether any other factor contributed concurrently or in any sequence to any loss, damages or expense.

“Electromagnetic radiation” includes but is not limited to electrical or magnetic fields of 30 Hz to 300 EHz, or any combination of magnetic fields, emissions, charges, currents, signals or force of energy, radiation or electricity.

This endorsement does not change any other provision of this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

POLICY NUMBER: PGL10008169101

COMMERCIAL GENERAL LIABILITY
CG 21 54 01 96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description and Location of Operation(s):

All projects

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

EXTERIOR INSULATION FINISH SYSTEMS (EIFS) EXCLUSION

This endorsement changes the policy, please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS COMPLETED OPERATIONS LIABILITY COVERAGE FORM

It is agreed that:

This insurance does not apply to “bodily injury”, “personal and advertising injury” or “property damage” arising out of:

1. The design, manufacture, construction, fabrication, preparation, installation, application, maintenance or repair, including removal, remodeling, service, correction or replacement of an “exterior insulation and finish system” or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or
2. Any work or operations with respect to any exterior component, fixture or feature of any structure if an “exterior insulation and finish system” is used on any part of that structure.

For the purposes of this endorsement, "exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:

- a. A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;
- b. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
- c. A reinforced or unreinforced base coat;
- d. A finish coat providing surface texture to which color may be added; and/or
- e. Any flashing, caulking or sealant used with the system for any purpose.

The coverage afforded by this insurance shall not apply to any payment for the investigation or defense of any loss, injury, damage, cost, fine or penalty or for any expense, claim or “suit” related to any of the above.

This endorsement does not change any other provision of this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- Fungi Or Bacteria**
- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.
- B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- Fungi Or Bacteria**
- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- C. The following definition is added to the Definitions Section:**
- "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

INTELLECTUAL PROPERTY INFRINGEMENT EXCLUSION

This endorsement changes the policy, please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS COMPLETED OPERATIONS LIABILITY COVERAGE FORM

It is agreed that:

This insurance does not apply to any claim, "suit", cost or expense arising directly or indirectly out of one or more allegations of:

1. deceptive, false, fraudulent, misleading, unfair, unlawful, or untrue business act or practice with respect to advertising;
2. copyright, patent or trademark infringement; and/or
3. misappropriation of trade secret and or practice, piracy or other intellectual property whether caused by or at the instigation or direction of any insured, insured's "employees", patrons or any other person.

This endorsement does not change any other provision of this policy.

EXCLUSION-LEAD

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This insurance does not apply to “Bodily Injury”, “Property Damage”, “Personal and Advertising Injury”, loss, cost, payment or expense, including but not limited to defense and investigation, of any kind arising out, resulting from, caused or contributed to by the actual or alleged presence or actual, alleged or threatened dispersal, release, ingestion, inhalation or absorption of lead, lead compounds or lead which is or was contained or incorporated into any material or substance.

This exclusion applies but is not limited to:

- A. Any supervision, instructions, recommendations, warnings or advice given in connection with the above;
- B. Any obligation to share damages, losses, costs, payments or expenses with or repay someone else who must make payment because of such injury or damage, loss, cost, payment or expense; or
- C. Any request, order or requirement to abate, mitigate, remediate, contain, remove or dispose of lead, lead or materials or substances containing lead.

Because lead, and any other such irritant or contaminant, are pollutants, this exclusion applies in addition to any of the following exclusions that apply:

- 1. the pollution exclusion in this policy; or
- 2. any other pollution-related exclusion made part of this policy.

This endorsement does not change any other provision of the policy.

NON-CERTIFIED ACTS OF TERRORISM EXCLUSION

This endorsement changes the policy, please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS COMPLETED OPERATIONS LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM

It is agreed that:

- A. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of or involving directly or indirectly "terrorism", including any action in hindering or defending against an actual or expected incident of "terrorism". "Bodily injury", "property damage" or "personal and advertising injury" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. However, this exclusion shall not apply to any "certified act of terrorism". "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act.
- B. For purposes of this endorsement, "terrorism" means activities against persons, organizations or property of any nature:
 1. That involves the following or preparation for the following:
 - a. Use or threat of force or violence;
 - b. Commission or threat of a dangerous act; or
 - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 2. When one or both of the following applies:
 - a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

This endorsement does not change any other provision of this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:
 - A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

NUCLEAR, BIOLOGICAL, CHEMICAL OR RADIOLOGICAL TERRORISM EXCLUSION

This endorsement changes the policy, please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS COMPLETED OPERATIONS LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM

It is agreed that:

- A. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of or involving directly or indirectly "terrorism", including any action in hindering or defending against an actual or expected incident of "terrorism". "Bodily injury", "property damage" or "personal and advertising injury" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":
1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination;
 2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material;
 3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
 4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.
- In the event of any incident of "terrorism" that is not subject to this Exclusion, coverage does not apply to "bodily injury", "property damage" or "personal and advertising injury" that is otherwise excluded under this policy.
- B. For purposes of this endorsement, "terrorism" means activities against persons, organizations or property of any nature:
1. That involves the following or preparation for the following:
 - a. Use or threat of force or violence;
 - b. Commission or threat of a dangerous act; or
 - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 2. When one or both of the following applies:
 - a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

This endorsement does not change any other provision of this policy.

OTHER CHEMICALS/DISEASES EXCLUSION

This endorsement changes the policy, please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that:

This insurance does not apply to:

- A. "Bodily injury", "property damage", "personal and advertising injury" or medical payments arising out of or caused directly or indirectly, in whole or in part, by the use, handling, application of, contact with, inhalation of, exposure to or existence of:
1. Chromated copper arsenate, manganese, formaldehyde, diacetyl, Bisphenol A (BPA), phthalates, spray polyurethane foam or tobacco; or
 2. Any product, substance or material which contains chromated copper arsenate, manganese, formaldehyde, diacetyl, Bisphenol A (BPA), phthalates, spray polyurethane foam or tobacco.

This exclusion includes the supervision, instructions, training, recommendations, warnings or advice given or which should have been given in connection with the use of chromated copper arsenate, manganese, formaldehyde, diacetyl, Bisphenol A (BPA), phthalates, spray polyurethane foam or tobacco or any product, substance or material which contains chromated copper arsenate, manganese, formaldehyde, diacetyl, Bisphenol A (BPA), phthalates, spray polyurethane foam or tobacco.

- B. "Bodily injury", "property damage", "personal and advertising injury" or medical payments arising out of or caused directly or indirectly, in whole or in part, by the handling of, failure to report, transmission of, failure to prevent the spread of, testing for, contact with, exposure to or existence of:
1. Salmonella; or
 2. Legionella.

This exclusion includes the supervision, instructions, training, recommendations, monitoring, warnings or advice given or which should have been given in connection with salmonella or legionella.

This endorsement does not change any other provision of this policy.

RADIOACTIVE MATTER EXCLUSION

This endorsement changes the policy, please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that:

This insurance does not apply to any liability arising out of or involving directly or indirectly the actual, alleged or threatened exposure of person(s) or property to any radioactive matter or any form of radiation.

This endorsement does not change any other provision of this policy.

RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion q. of Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:
- 2. Exclusions**
- This insurance does not apply to:
- q. Recording And Distribution Of Material Or Information In Violation Of Law**
- "Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:
- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
 - (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
 - (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
 - (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.
- B. Exclusion p. of Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:
- 2. Exclusions**
- This insurance does not apply to:
- p. Recording And Distribution Of Material Or Information In Violation Of Law**
- "Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:
- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
 - (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
 - (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
 - (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
 - b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.
- C. The following definitions are added to the Definitions Section:**
1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
 2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

AMENDMENT OF PREMIUM AUDIT CONDITION

This endorsement changes the policy, please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

Section IV – Conditions, subsection 5.b. (Premium Audit) is deleted and replaced by the following:

- b. Premium shown for this Coverage Part as Advance Premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. If the earned premium is greater than the Advance Premium shown for this coverage part, an additional premium shall be due and payable upon notice to the first Named Insured. If the earned premium for that period is less than the Minimum Premium shown for this coverage part, then the Minimum Premium will apply.

This endorsement does not change any other provision of the policy.

CLAIM NOTICE

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

In the event of claim to which this policy may apply, please give immediate notice in either of the following ways, to:

Endurance Claims Dept
4 Manhattanville Road, 3rd Floor
Purchase, NY, 10577

E-Mail addressed to: Eclaims@enhinsurance.com

E-mail is the preferred method of receiving claim notice information, but either of the above methods of notification will generate an acknowledgement of receipt of claim with a claim number and all of the claim adjusters' contact information.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

DEFINITION OF PREMIUM BASIS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

Premiums are computed in accordance with the rates and premium basis shown in the Policy Declarations. The first Named Insured is responsible for keeping records of the information we need for the premium computation. Refer to Premium Audit Conditions in the Coverage form and the Common Policy Conditions.

Definitions:

A. Admissions

The total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission, tickets, complimentary tickets or passes.

B. Area

The total number of square feet of floor space at the insured premises, computed as follows:

1. For entire buildings, by multiplying the product of the horizontal dimensions of the outside of the outer building walls by the number of floors, including basements but do not use the area of the following:
 - a. Courts and mezzanine types of floor openings.
 - b. Portions of basements or floors where 50% or more of the area is used for shop or storage for building maintenance, dwelling by building maintenance employees, heating units, power plants or air conditioning equipment.
2. For tenants, determine the area they occupy in the same manner as for the entire buildings.

C. Each

This basis of premium involves units of exposure, and the quantity comprising each unit of exposure is indicated in the classification rates, such as "per person".

D. Gross Sales

1. Definition

The gross amount charged by the named insured, concessionaires of the named insured or by others trading under the insured's named for:

- a. All goods or products, sold or distributed;
- b. Operations performed during the policy period;
- c. Rentals.

2. Inclusions

The following items shall not be deducted from gross sales:

- a. Foreign exchange discounts;
- b. Freight allowance to customers;
- c. Total Sales of consigned goods and warehouse receipts
- d. Trade or cash discounts;
- e. Bad debts;
- f. Repossession of items sold on installments (amount actually collect);
- g. Membership dues or fees;
- h. Ticket sales or admission charges

3. Exclusions

The following items shall be deducted from gross sales:

- a. Sales or excise taxes which are collected and submitted to a governmental division;
- b. Credits for repossessed merchandise and products returned. Allowances for damaged and spoiled goods;
- c. Finance charges for items sold on installments;
- d. Freight charges on sales if freight is charged as a separate item on customers invoice; and
- e. Royalty income from patent rights or copyrights which are not product sales.

E. Payroll

1. Definition

- a. Payroll means remuneration;
- b. Remuneration means money or substitutes for money;

2. Payroll includes

- a. Commissions;
- b. Bonuses;
- c. Extra pay for overtime work, except as proved in E.4.;
- d. Pay for holidays, vacations or periods of sickness;
- e. Payment by an employer of amounts otherwise required by law to

- be paid by employees to statutory insurance or pension plans, such as the Federal Social Security Act;
- f. Payment to employees on any basis other than time worked, such as piece work, profit sharing of incentive plans;
 - g. Payment or allowance for hand tools or power tools used by hand provided by employees and used in their work or operations for the insured;
 - h. The rental value of an apartment or a house provided for an employee based on comparable accommodations;
 - i. The value of lodging, other than an apartment or house, received by employees as part of their pay, to the extent shown in the insured's records;
 - j. The value of meals received by employees as part of their pay to the extent shown in the insured's records;
 - k. The value of store certificates, merchandise, credits or any other substitute for money received by employees as part of their pay;
 - l. The payroll of mobile equipment operators and their helpers, whether or not the operators are designated or licensed to operate automobiles. If the operators and their helpers are provided to the insured along with equipment hired under contract and their actual payroll is not known, use 1/3 of the total amount paid out by the insured for the hire of the equipment;
 - m. The payroll of executive officers and individual insureds and co-partners. Individual states may have their own limitations of this payroll category;

The executive officers of a corporation are the president, any vice-president, secretary, treasurer, and any other officers selected or appointed according to the charter, constitution or by-laws of the corporation.

Exception: The payroll of all executive officers and individual insured or co-partners engaged principally in clerical operations or as salesmen shall not be included for premium purposes.

Part-Time or Seasonal Businesses

The payroll amounts may be reduced by 2 percent for each full calendar week in excess of twelve during which the risk performs no operations.

- n. Fees paid to employment agencies for temporary personnel provided to the insured;
3. Payroll does not include:
- a. Tips and other gratuities received by employees;
 - b. Payments by an employer to group insurance or group pension plans for employees, other than payments covered by E.2.e;
 - c. The value of special rewards for individual invention or discovery;
 - d. Dismissal or severance payments except for time worked or accrued vacation;
 - e. The payroll of clerical office employees;
Clerical office employees are those employees who work in an area which is physically separated by walls, floors or partitions from all other work areas of the insured and whose duties are strictly limited to keeping the insured's books or records or conducting correspondence, including any other employees engaged in clerical work in the same area.

- f. The payroll of salesmen, collectors or messengers who work principally away from the insured's premises. Salesmen, collectors or messengers are those employees engaged principally in any such duties away from the premises of the employer;
Exception: This term does not apply to any employee whose duties include the delivery of any merchandise handled, treated or sold.
- g. The payroll of drivers and their helpers if their principal duties are to work on or in connection with automobiles;
- h. The payroll of aircraft pilots or co-pilots if their principal duties are to work on or in connection with aircraft in either capacity;
- i. The payroll of draftsmen if their duties are limited to office work only and who are engaged strictly as draftsmen in such a manner that they are not exposed to the operative hazards of the business. The payroll of these draftsmen shall be assigned to the classification "Draftsmen".

4. Overtime

a. Definition

Overtime means those hours worked for which there is an increase in the rate of pay:

- (1) For work in any day or in any week in excess of the number of hours normally worked, or
- (2) For hours worked in excess of 8 hours in any day or 40 hours in any week, or
- (3) For work on Saturdays, Sundays or Holidays.

In the case of guaranteed wage agreements, overtime means only those hours worked in excess of the number specified in such agreement.

b. Exclusion of Overtime Payroll

The extra pay for overtime shall be excluded from the payroll on which premium is computed as indicated in (1) or (2) below, provided the insured's books and records are maintained to show overtime pay separately by employee and in summary by classification.

- (1) If the records show separately the extra pay earned for overtime, the entire extra pay shall be excluded.
- (2) If the records show the total pay earned for overtime, (regular pay plus overtime pay) in one combined amount, 1/3 of this total pay shall be excluded. If double time is paid for overtime and the total pay for such overtime is recorded separately, 1/2 of the total pay for double time shall be excluded.

Exception to b. above: Exclusion of overtime pay does not apply to payroll assigned to the "Stevedoring" classifications.

F. Total Cost

The total Cost of all work let or sublet in connection with each specific project including:

1. The cost of all labor, materials and equipment furnished, used or delivered for use in the execution of the work;
2. All fees, bonuses or commissions made, paid or due.

G. Units

A single room or group of rooms intended for occupancy as separate living quarters by a family, by a group of unrelated persons living together, or by a person living alone.

H. Hard Cost

The cost of all labor, materials and equipment furnished, used or delivered for use in the execution of the work.

ENDORSEMENT

Named Insured: Northland Investment Corporation Policy Number: PGL10008169101
Endorsement November 15, 2016 Endorsement
Effective Date: Number:
12:01 AM Standard Time at the address of the
Named Insured as shown in the Declarations.

DISCLOSURE PURSUANT TO THE TERRORISM RISK INSURANCE ACT

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

It is agreed that:

SCHEDULE: Terrorism Premium (Certified Acts): \$10,737

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium (shown in the Schedule above), if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act as amended and reauthorized. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement.

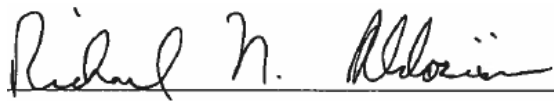
B. Disclosure of Federal Participation in Payment of Terrorism Losses

The United States government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% in 2015 and decreases its share 1% each calendar year to a total of 80% in 2020 of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

ENDORSEMENT

A handwritten signature in black ink, appearing to read "Richard N. Alder", is written over a horizontal line.

Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

Notice includes copyrighted material of Insurance Services Office, Inc. with its permission.

MINIMUM AND DEPOSIT PREMIUM ENDORSEMENT

This endorsement changes the policy, please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM

The total advance premium is a Deposit Premium for the policy period. The Minimum Premium for the policy period is 95% of the Advance Premium. If the policy is revised, the Minimum Premium will be revised by the appropriate pro-rata or short-rate factor. The policy period is also the audit period.

PREMIUM ADJUSTMENT AUDIT — If the policy is rated on an adjustable basis, it is subject to a premium audit at the end of the audit period to determine the actual earned premium. The actual earned premium shall not be less than the Minimum Premium, or, if the policy period is revised, the Revised Minimum Premium.

Any premium adjustment due will be made upon completion of the premium audit.

This endorsement does not change any other provision of the policy.

MINIMUM EARNED PREMIUM ENDORSEMENT

This endorsement changes the policy, please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

In consideration of the premium charged, it is understood and agreed that the terms of the policy cancellation provision relating to earned premium in the event of cancellation of the policy by you is hereby modified.

In the event of the cancellation of the policy by you, we shall be entitled to the greater of the minimum earned premium of 25% of the total advance premium or the short rate premium. Failure by you to make timely payment shall be considered a cancellation of the policy by you and we shall be entitled to either the minimum or short rate premium as indicated therein.

This endorsement does not change any other provision of the policy.

SERVICE OF SUIT ENDORSEMENT

This endorsement changes the policy, please read it carefully.

In the event of failure of the Company to pay any amount claimed to be due under the terms of this policy, the Company, at the request of the **Insured**, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. In any suit instituted against the Company upon this policy, the Company will abide by the final decision of such court or of any appellate court in the event of appeal.

It is further agreed that service of process in such suit may be made upon the Senior Vice President-Claims 750 Third Avenue, New York, NY 10017.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, as its true and lawful attorney upon whom service may be made of any lawful process in any action, suit, or proceeding instituted by or on behalf of the **Insured** or any beneficiary hereunder arising out of this policy of insurance and hereby designates the above named Senior Vice President-Claims as the person to whom the said officer is authorized to mail such process or a true copy thereof.

This endorsement does not change any other provision of the policy.

U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



Endurance American Specialty Insurance Company

**750 3rd Avenue
New York, NY 10017**

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by its President and Senior Vice President and countersigned where required by law on the Declarations page by its duly authorized representative.

A handwritten signature in black ink that reads "Richard M. Appel".

Senior Vice President

A handwritten signature in black ink that reads "Christopher Spans".

President

**GENERAL CHANGE ENDORSEMENT
(CONSTRUCTION EXCLUSION ENDORSEMENT)**

| | | | |
|-----------------------|--|------------------------------------|-------------------|
| Named Insured: | Northland Investment Corporation | | |
| Policy No.: | PGL10008169101 | Endorsement Effective Date: | November 15, 2016 |
| Issued By: | Endurance American Specialty Insurance Company | Endorsement No.: | 1 |

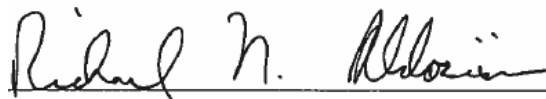
THIS ENDORSEMENT CHANGES THIS POLICY, PLEASE READ IT CAREFULLY.

Commercial General Liability Coverage Part

This insurance does not apply to bodily injury or property damage arising out of Any construction or demolition operations which are performed by or on behalf of the named insured in the course of any job which involves the new construction or demolition of any load-bearing wall, floor, ceiling or roof of a building or structure, provided however that nothing herein limits, prohibits or restricts insurance coverage for the repair, alteration, maintenance or refurbishing of a load bearing wall, floor, ceiling or roof.

This endorsement does not change any other provisions of the policy.

Nothing herein contained shall vary, alter, waive, or extend any of the terms, representations, conditions or agreements of the policy other than as above stated.



Authorized Representative