Aetna
LIFE & CASUALTY

MASTER INSURANCE POLICY CHANGE ENDORSEMENT
NON-PREMIUM BEARING

It is agreed that the general declarations, coverage part declarations, schedules and/or coverage forms are modified as indicated below:

NAMED INSURED ZINC INSTITUTE INC. ETAL.		
AGENCY/BROKER CMF - DOW		CODE 5178
POLICY NUMBER 001 **ACM** 5328987	EFFECTIVE DATE FROM 07-22-88 12:01 am STANDARD TIME AT THE INSUREDS ADDRESS STATED HEREIN	CHANGE NUMBER 1

COVERAGE PART INFORMATION - Coverage parts affected by this change as indicated by [X] below.

COVERAGE PART	COVERAGE PART NUMBER
[X] Commercial Property	001 FP 5328987 FCA
[X] Commercial General Liability	001 GL 5328987 CCA
[ ] Commercial Crime	
[X] Commercial Inland Marine	001 IF 5328987 FCA

It is agreed that as of the effective date of this endorsement the policy is amended as indicated by [X].

SECTION 1 - NAMED INSURED

[X] The Named Insured is amended to read:
Named Insured: LEAD INDUSTRIES INC.
Named Insured continued:

[ ] The mailing address of the Named Insured is amended to read:
Street Address:
Town | State | County | Zip Code

SECTION 2 - POLICY PERIOD

[ ] The policy period is corrected to read:
Policy Effective Date (Month / Day / Year) to Policy Expiration Date (Month / Day / Year)

SECTION 3 - LOSS PAYEE

[ ] The Loss Payee is [ ] Corrected to: [ ] Deleted:
Loss Payee
Street Address
Town | State | County | Zip Code
If more than one location indicate which is affected
Description of Property
If more than one Loss Payee indicate which is deleted.
Loss Payee | Loss Payee

SECTION 4 - MORTGAGEE

[ ] The Mortgagee is [ ] Corrected to: [ ] Added: [ ] Deleted:
Mortgagee
Street Address
Town | State | County | Zip Code
If more than one location indicate which is affected
If more than one Mortgagee indicate which is deleted.
Mortgagee | Mortgagee

LIA 90069

20801

Aetna LIFE & CASUALTY

POLICY CHANGE ENDORSEMENT

Non-Premium Bearing

☒ The Ætna Casualty and Surety Company
☐ The Standard Fire Insurance Company
☐ The Automobile Insurance Company of Hartford, Connecticut
Hartford, Connecticut 06156, A Stock Insurance Company

This endorsement, issued by the company indicated by an ☒ above, forms a part of the policy to which attached. All other terms and conditions of the policy remain unchanged.

Named Insured	Effective Date of Change	Policy Number	Endt. No.
Zinc Institute Inc. &	7/22/88	001-ACM-5328-987	1

Named Insured continued: Lead Industries Inc.

It is agreed that as of the effective date the policy is amended as indicated by ☒.

SECTION 1—Named Insured

☒ The Named Insured is amended to read:

Named Insured: Lead Industries Inc. (only)
Named Insured continued:
Street Address: 292 Madison Avenue

Town	State	County	Zip Code
New York	N.Y.		10017

☐ The mailing address of the Named Insured is amended to read:

SECTION 2—Loss Payee

☐ The Loss Payee is ☐ Corrected to: ☐ Added: ☐ Deleted:

Loss Payee
Street Address

Town	State	County	Zip Code

(If more than one Loss Payee indicate which is deleted.)

If more than one location indicate which is affected _____.

Loss Payee	Loss Payee

SECTION 3—Mortgagee

☐ The Mortgagee is ☐ Corrected to: ☐ Added: ☐ Deleted:

Mortgagee
Street Address

Town	State	County	Zip Code

(If more than one Mortgagee indicate which is deleted.)

If more than one location indicate which is affected _____.

Mortgagee	Mortgagee

SECTION 4—Additional Information

☐ The policy period is corrected to read: Month Day Year – – (Policy effective date) to Month Day Year – – (Policy expiry date)

☐ Item No. _____ is corrected to read:

☐ Other changes:

LIA 90070

Countersigned by _____ (Authorized Representative)

Aetna LIFE & CASUALTY

SPECIAL MULTI-PERIL POLICY
DECLARATIONS PAGE

[X] The Aetna Casualty and Surety Company
[ ] The Standard Fire Insurance Company
Hartford, Connecticut 06156, A Stock Insurance Company

1. NAMED INSURED AND ADDRESS	POLICY NUMBER
ZINC INSTITUTE INC., & LEAD INDUSTRIES INC., 292 MADISON AVE., NEW YORK, NY 10017 (No., Street, Town, County, State & Zip Code)	01 SM 1142593 FCA
	2. POLICY PERIOD From: 7-22-87 To: 7-22-88 12:01 A.M. Standard Time At Location of Designated Premises
3. NAMED INSURED IS: [ ] Individual [X] Corporation [ ] Partnership [ ] Joint Venture [ ] Other:	AUDIT PERIOD: (1 Year unless otherwise stated.)

4. DESIGNATED PREMISES [X] Multiple buildings or premises as designated on Supplemental Declarations attached. Occupancy of Premises

SAME — OFFICE

5. Insurance is provided with respect to the designated premises and with respect to those coverages and kinds of property for which a specific limit of liability is shown, subject to all terms of this policy including forms and endorsements made a part hereof.

SECTION I — PROPERTY COVERAGE	Coinsurance Percentage Applicable	LIMIT OF LIABILITY
Buildings(s) Personal Property of the Insured Personal Property of Others	80	$ $ 160,000 $
Additional Coverages: CAMERAS MP0468 EXTRA EXPENSE		
Deductible: $ 250 each occurrence, $ aggregate each occurrence If no deductible stated above, the deductible shall be $100 each occurrence, $1000 aggregate.		

SECTION II — LIABILITY COVERAGE	LIMIT OF LIABILITY	
[X] Bodily Injury and Property Damage Liability Combined Single Limit	$ 500,000 each occurrence	$ 500,000 aggregate
[ ] Bodily Injury Liability	$ each occurrence	$ aggregate
Property Damage Liability	$ each occurrence	$ aggregate
Premises Medical Payments	$ each person	$ each accident
Additional Coverages		

SECTION III — [ ] CRIME COVERAGE SECTION IV — [ ] BOILER AND MACHINERY COVERAGE	As stated in the endorsement, made a part of this policy, if indicated by [X].

6. Forms and Endorsements made a part of this policy at time of issue in addition to Special Multi-Peril Policy Conditions and Definitions Form MP0090(7-77) (Numbers and Edition Dates)

(a) Section I	(d) Section IV
SEE ATTACHED	~~XXXSeeXXXXX~~ NY FIRE SURCHARGE 3.16
(b) Section II	
SEE ATTACHED	

7. MORTGAGEE: (Name and Address)

Countersigned: Agency At NYC

Agent's Signature

PAYMENT METHOD	PREMIUM
1 Year Policy Total Adv. Premium ▶	$ 876.16
3 Year Prepaid Total Adv. Premium ▶	$
3 Year Policy Installments	
Total Adv. Premium ▶	$
*1st Anniversary ▶	$
*2nd Anniversary ▶	$
Total 3 Year Premium ▶	$

* Unless indicated by an [X] in the box below as "NOT APPLICABLE," the premium for installments subsequent to the initial installment shall be subject to adjustment on the basis of the rates in effect at each anniversary date. [ ] NOT APPLICABLE

In consideration of the premium Insurance is provided the named insured by the stock Insurance Company indicated above by [X] with respect to the designated premises shown in Item 4 above and with respect to those coverages and kinds of property for which a specific limit of liability is shown, subject to all of the terms of this policy including forms and endorsements made a part hereof:

LIA 90071

EXTRA EXPENSE ENDORSEMENT

MP 15 06
(Ed. 07 77)

LOCATION OF PREMISES		SECTION I FORMS AND ENDORSEMENTS APPLICABLE	LIMIT OF LIABILITY
Loc. No.	Bldg. No.		
1	1	MP 0014	5000

1. Subject to all the provisions applicable to Section I of this policy, except the Coinsurance Clause and the Deductible Clause, this policy is extended to insure the necessary extra expense incurred by the insured in order to continue as nearly as practicable the normal operation of the insured's business following damage to or destruction of real or personal property, during the term of this policy, by the perils insured against at the premises described in this endorsement, subject to the limit of liability specified above for the premises at which the damage or destruction occurs. For the purposes of this insurance, "perils insured against" shall mean the perils, as defined and limited in the forms and endorsements listed above, for each premises specified and also subject to the provisions of this endorsement.

2. In the event of such damage or destruction, the Company shall be liable for such necessary extra expense incurred for the period of restoration commencing with the date of damage or destruction and not limited by the date of expiration of this policy.

3. The Company's liability under this endorsement shall not exceed the percentage stated below for the determined period of restoration multiplied by the applicable limit of liability under this endorsement for each premises. In no event shall the Company be liable for more than the actual loss sustained.
   40% when the period of restoration is not in excess of one month;
   80% when the period of restoration is in excess of one month but not in excess of two months;
   100% when the period of restoration is in excess of two months.

4. **Resumption of Operations:** It is a condition of this insurance that as soon as practicable the insured shall resume normal operations of the business and shall dispense with such extra expense.

5. **Definitions:**
   a. "extra expense" means the excess (if any) of the total cost incurred during the period of restoration chargeable to the operation of the insured's business, over and above the total cost that would normally have been incurred to conduct the business during the same period had no damage or destruction occurred. Any salvage value of property obtained for temporary use during the period of restoration which remains after the resumption of normal operations, shall be taken into consideration in the adjustment of any loss hereunder.
   b. "month" means 30 consecutive days.
   c. "normal" means the condition that would have existed had no loss occurred.
   d. "period of restoration" means such length of time, commencing with the date of damage and not limited by the date of expiration of this policy, as would be required with the exercise of due diligence and dispatch to repair, rebuild or replace such part of the property herein described as has been damaged or destroyed.

6. This policy is extended to include the actual loss sustained by the insured, resulting directly from an interruption of business as covered hereunder, during the length of time, not exceeding two consecutive weeks, when, as a direct result of damage to or destruction of property adjacent to the premises herein described by the peril(s) insured against, access to such described premises is specifically prohibited by order of civil authority.

7. **Alterations and New Buildings:** Permission granted to make alterations in or to construct additions to any building described herein and to construct new buildings on the described premises. This endorsement is extended to cover, subject to all its provisions, extra expense resulting from damage to or destruction of such alterations, additions or new buildings while in course of construction and when completed or occupied, provided that, in the event of damage to or destruction of such property (including building materials, supplies, machinery or equipment incident to such construction or occupancy while on the described premises or within 100 feet thereof) so as to delay commencement of business operations of the insured, the length of time for which the Company shall be liable shall be determined as otherwise provided herein but such determined length of time shall be applied and the loss hereunder calculated from the date that business operations would have begun had no damage or destruction occurred.

LIA 90072

Additional Exclusions and Limitations:

a. The Company shall not be liable for any extra expense resulting from:

(1) enforcement of any local or state ordinance or law regulating construction, repair or demolition of buildings or structures,

(2) interference at the described premises by strikers or other persons with rebuilding, repairing or replacing the property or with the resumption or continuation of business,

(3) the suspension, lapse or cancellation of any lease or license, contract or order beyond the period of restoration.

b. The Company shall not be liable for:

(1) more than the amount set forth in the limits of liability above for each premises,

(2) loss of income,

(3) the cost of repairing or replacing any of the real or personal property herein described, or the cost of research or other expense necessary to replace or restore damaged or destroyed books of account, abstracts, drawings, card index systems or other records (including film, tape, disc, drum, cell or other magnetic recording or storage media for electronic data processing), that have been damaged or destroyed by the perils insured against, except cost in excess of the normal cost of such repair, replacement or restoration necessarily incurred for the purpose of reducing loss under this policy. In no event shall such excess cost exceed the amount by which the total extra expense loss otherwise payable under this policy is thereby reduced,

(4) loss resulting from theft of any property which at the time of loss is not an integral part of a building or structure (except direct loss by pillage and looting occurring during and at the immediate place of a riot or civil commotion), unless loss by a peril not excluded in this policy ensues from theft or attempted theft, and then this Company shall be liable for only such ensuing loss.

(5) any other consequential or remote loss.

Other Insurance: It is a condition of this insurance that if at the time of damage or destruction there are other kinds of insurance which cover in any manner ra expense as covered by this policy, then this insurance shall apply only as excess insurance and in no event as contributing insurance, and then only to the ount of extra expense over and above the amount due the insured under such other forms of insurance. In no event shall the liability hereunder exceed the ount of this policy nor a greater proportion of any loss than the insurance hereunder shall bear to all insurance of the same kind, whether collectible or not.

. **Requirements in Case Loss Occurs:** The insured shall give immediate written notice to the Company of any extra expense as covered by this policy and protect property from further damage that might result in extension of the period of restoration; and within 90 days following the date of damage to or destruction of the l or personal property described, unless such time is extended in writing by the Company, the insured shall render to the Company a proof of loss, signed and orn to by the insured, stating the knowledge and belief of the insured as to the following:

a. the time and origin of the property damage or destruction causing the extra expense as covered by this endorsement,

b. the interest of the insured and of all others in the business,

c. all other contracts of insurance, whether valid or not, covering in any manner the loss insured against by this policy,

d. any changes in the title, nature, location, encumbrance or possession of said business since the issuing of this policy, and

e. by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of damage or destruction,

and shall furnish a copy of all the descriptions and schedules in all policies, and the actual amount of extra expense loss claimed, accompanied by detailed exhibits of all values, costs and estimates upon which such amounts are based.

The insured, as often as may be reasonably required, shall exhibit to any person designated by the Company all that remains of any property herein described, and submit to examinations under oath by any person named by the Company, and subscribe the same; and, as often as may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Company or its representative, and shall permit extracts and copies thereof to be made.

This Endorsement must be attached to Change Endorsement when issued after the Policy is written.

LIA 90072A

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Policy No. 01 SM 1142593 FCA Endorsement No.

Named Insured

Additional Premium $ _____

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE

HIRED AUTOMOBILE AND NON-OWNED AUTOMOBILE LIABILITY INSURANCE ENDORSEMENT

SCHEDULE

Insurance is provided only with respect to those coverages for which a specific premium charge is shown:

Coverage	Advance Premium
Non-Ownership Liability	$ INCL
Hired Automobile Liability	$ INCL

NON-OWNERSHIP LIABILITY

The insurance applies to **bodily injury** or **property damage** arising out of:

The use of any **non-owned automobile** in the business of the **named insured** by any person other than the **named insured**.

HIRED AUTOMOBILE LIABILITY

The insurance applies to **bodily injury** or **property damage** arising out of:

The maintenance or use of **hired automobiles** in the business of the **named insured** by the **named insured** or an employee of the **named insured**.

With respect to the insurance provided by this endorsement:

1. The exclusions, other than exclusions (f), (g), (i), and the Nuclear Energy Liability Exclusion (Broad Form) are replaced by the following:

   (a) to **liability** assumed by the **insured** under any contract or agreement;

   (b) to **bodily injury** to any employee of the **insured** arising out of and in the course of his employment by the **insured** or to any obligation of the insured to indemnify another because of damages arising out of such injury, but this exclusion does not apply to any such injury arising out of and in the course of domestic employment by the insured unless benefits therefore are in whole or in part either payable or required to be provided under any workmen's compensation law;

   (c) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation or use of any **non-owned automobile** used in the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in the policy as a **named insured**;

   (d) to **bodily injury** or **property damage** resulting from the handling of property

   (1) before it is moved from the place where it is accepted by the person using a **non-owned automobile** or a **hired automobile** for movement into or onto the **automobile**, or

   (2) after it is moved from a **non-owned automobile** or a **hired automobile** to the place where it is finally delivered by the person using the **automobile**;

   (e) to **bodily injury** or **property damage** resulting from the movement of property by a mechanical device (other than a hand truck) not attached to the **hired automobile** or **non-owned automobile**;

   (h) to **property damage** to (1) property owned or being transported by the **insured** or (2) property rented to or in the care, custody or control of the **insured**, or as to which the **insured** is for any purpose exercising physical control.

2. The "Persons Insured" provision is replaced by the following:

   Each of the following is an **insured** under this insurance to the extent set forth below:

   (a) the **named insured**;

   (b) any other person using a **hired automobile** with the permission of the **named insured**, but with respect to **bodily injury** or **property damage** arising out of the loading or unloading thereof such other person shall be an **insured** only if he is:

      1) a lessee or borrower of such **automobile**, or

      2) an employee of the **named insured** or of such lessee or borrower;

   (c) with respect to a **non-owned automobile**, any partner or executive officer of the **named insured**, but only while such **automobile** is being used in the business of the **named insured**;

   (d) any other person or organization, but only with respect to his or its liability because of acts or omissions of an **insured** under a, b or c above.

LIA 90073

None of the following is an insured:

(a) any person engaged in the business of his employer with respect to bodily injury to any fellow employee of such person injured in the course of his employment;

(b) any partner or executive officer with respect to an automobile owned by such partner or officer or a member of his household;

(c) any person while employed in or otherwise engaged in duties in connection with an automobile business, other than an automobile business operated by the named insured;

(d) the owner or lessee (of whom the named insured is a sublessee) of a hired automobile or the owner of a non-owned automobile or any agent or employee of any such owner or lessee.

3. The "Definitions" provision is amended to include the following definitions:

"automobile business" means the business or occupation of selling, repairing, servicing, storing or parking automobiles.

"hired automobile" means an automobile not owned by the named insured which is used under contract in behalf of, or loaned to, the named insured provided such automobile is not owned by or registered in the name of (a) a partner or executive officer of the named insured or (b) an employee or agent of the named insured who is granted allowance of any sort for the use of such automobile.

"non-owned automobile" means an automobile not owned by, registered in the name of, hired by (or used under contract in behalf of) or loaned to the named insured; provided that, if the named insured is a partnership, such automobile is not owned by or registered in the name of a partner thereof.

4. The "Other Insurance" condition is replaced by the following:

The insurance afforded by this endorsement shall be excess insurance over any other valid and collectible insurance available to the insured.

LIA 90073A

CAMERA FLOATER ENDORSEMENT
(World-Wide)

MP 04 68
(Ed. 07 77)

The provisions of this endorsement shall apply only to the property covered hereunder and none of the provisions of this policy, including any other endorsement made a part thereof, except the Cancellation provision, shall apply to the insurance hereunder.

If any of the property covered by this endorsement is also covered under any other provisions of the policy of which this endorsement is made a part, those provisions are hereby amended to exclude such property, the intent being that the coverage under this endorsement is the sole coverage on such property.

This policy is extended to cover cameras, projection machines, films and articles of equipment pertaining thereto, as scheduled herein, which are the property of the insured or the property of others in the custody or control of the insured.

SCHEDULE

Description of Articles	Manufacturer & Serial Number	Amount of Insurance
SEE SCHEDULE ATTACHED	90455	1671

Premium $ INCL

THIS ENDORSEMENT INSURES AGAINST:

All risks of loss of or damage to the insured property except as hereinafter provided.

THIS ENDORSEMENT DOES NOT INSURE AGAINST:

(a) Loss or damage caused by wear and tear, gradual deterioration, insects, vermin, or inherent vice;

(b) Loss or damage caused by or resulting from: (1) hostile or warlike action in time of peace or war, including action in hindering, combating, or defending against an actual, impending or expected attack, (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces, or (b) by military, naval or air forces, or (c) by an agent of any such government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

(c) Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the perils insured against in this endorsement; however, subject to the foregoing and all provisions of this endorsement, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this endorsement.

Additionally Acquired Property. In consideration of the agreement by the insured to report additional property of the kind insured hereunder, acquired by the insured subsequent to the attachment date of this endorsement, within 30 days from the date acquired and to pay full premium thereon from the date acquired at pro rata of the current rates of the Company for such insurance, this endorsement covers on such additionally acquired property for not exceeding 25%, or $10,000, whichever is the lesser, of the amount of insurance on such property exclusive of this provision. It is specifically understood and agreed by the insured that this endorsement shall cease to cover such additional acquired property if it is not reported to the Company within the stated 30 day period.

CONDITIONS

1. **Misrepresentation and Fraud.** This entire endorsement shall be void if, whether before or after a loss, the insured has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the insured relating thereto.

2. **Notice of Loss.** The insured shall as soon as practicable report in writing to the Company or its agent every loss, damage or occurrence which may give rise to a claim under this endorsement and shall also file with the Company or its agent within 90 days from date of discovery of such loss, damage or occurrence, a detailed sworn proof of loss.

3. **Examination Under Oath.** The insured, as often as may be reasonably required, shall exhibit to any person designated by the Company all that remains of any property herein described, and shall submit, and in so far as is within his or their power cause his or their employees, members of the household and others to submit to examinations under oath by any person named by the Company and subscribe the same; and, as often as may be reasonably required, shall produce for examination all writings, books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Company or its representative and shall permit extracts and copies thereof to be made. No such examination under oath or examination of books or documents, nor any act of the Company or any of its employees or representatives in connection with the investigation of any loss or claim hereunder, shall be deemed a waiver of any defense which the Company might otherwise have with respect to any loss or claim, but all such examinations and acts shall be deemed to have been made or done without prejudice to the Company's liability.

4. **Valuation.** The Company shall not be liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.

5. **Settlement of Loss.** All adjusted claims shall be paid or made good to the insured within 60 days after presentation and acceptance of satisfactory proof of interest and loss at the office of the Company. No loss shall be paid or made good if the insured has collected the same from others.

6. **No Benefit to Bailee.** This insurance shall in no wise inure directly or indirectly to the benefit of any carrier or other bailee.

LIA 90074

7. Subrogation or Loan. If in the event of loss or damage the insured shall acquire any right of action against any individual, firm or corporation for loss of, or damage to, property covered hereunder, the insured will, if requested by the Company, assign and transfer such claim or right of action to the Company or, at the Company's option, execute and deliver to the Company the customary form of loan receipt upon receiving an advance of funds in respect of the loss or damage; and will subrogate the Company to, or will hold in trust for the Company, all such rights of action to the extent of the amount paid or advanced, and will permit suit to be brought in the insured's name under the direction of and at the expense of the Company.

8. Loss Clause. Any loss hereunder shall not reduce the amount of this policy, except in the event of payment of claim for total loss of an item specifically scheduled hereon. If claim is paid for total loss of one or more scheduled items, the unearned premium applicable to such items will be refunded to the Insured or applied to the premium due on item(s) replacing those on which the claim was paid.

9. Pair or Set. In the event of loss of or damage to any article or articles which are a part of a pair or set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of the pair or set.

10. Parts. In the event of loss of or damage to any part of property covered consisting, when complete for use, of several parts, the Company shall only be liable for the value of the part lost or damaged.

11. Protection of Property. In case of loss, it shall be lawful and necessary for the insured, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the property insured hereunder, or any part thereof, without prejudice to this insurance, nor shall the acts of the insured or the Company, in recovering, saving and preserving the property insured in case of loss be considered a waiver or an acceptance of abandonment. The expenses so incurred shall be borne by the insured and the Company proportionately to the extent of their respective interests.

12. Suit. No suit, action or proceeding for the recovery of any claim under this endorsement shall be sustainable in any court of law or equity unless the same be commenced within twelve months next after discovery by the insured of the occurrence which gives rise to the claim, provided however, that if by the laws of the state within which this policy is issued such limitation is invalid, then any such claims shall be void unless such action, suit or proceeding be commenced within the shortest limit of time permitted by the laws of such state.

13. Appraisal. If the insured and the Company fail to agree as to the amount of loss, each shall, on the written demand of either made within 60 days after receipt of proof of loss by the Company, select a competent and disinterested appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen days to agree upon such umpire, then, on the request of the insured or the Company, such umpire shall be selected by a judge of a court of record in the state in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the actual cash value at the time of loss and the amount of loss, and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The insured and the Company shall each pay his or its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire. The Company shall not be held to have waived any of its rights by any act relating to appraisal.

14. Civil Authority. Property covered under this endorsement against the peril of fire is also covered against the risk of damage or destruction by civil authority during a conflagration and for the purpose of retarding the same; provided that neither such conflagration nor such damage or destruction is caused or contributed to by a peril otherwise excluded herein.

15. Changes. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this endorsement or estop the Company from asserting any right under the terms of this endorsement, nor shall the terms of this endorsement be waived or changed except by endorsement issued to form a part of this endorsement.

This Endorsement must be attached to Change Endorsement when issued after the Policy is written.

LIA 90074A

SMP CHECKLIST

SECTION I

412 T (1/69)
G103
55532 (6/74)
B2006
B790
X 1L0103(9/75)
1L0014(1/83)

MP

23 (7/77)
1110 (7/77)
X 0101 (7/77)
X 0111 (7/77)
0010 (4/83)
0012 (1/83)
0013 (1/83)
X 0014 (1/83)
0469 (7/77)
1391 (7/77)
120 (7/77)
1031 (7/77)
0466 (7/77)
1022 (7/77)
1230 (7/77)
0420 (7/77)
9932 (7/77)
0465 (7/77)
1590 (7/77)
1517 (7/77)
1518 (7/77)
1593 (7/77)
X 1506 (7/77)
1525 (7/77)

SECTION II

54931
X GL2104(7/66)
CC 169(6/73)
CC5025(6/74)
X CC5035(3/74)
X G2006 (7-66)
GL2011(7/66)
GL2016

GL0410

MP

1511 (12/79)
1505 (7/77)
0457 (7/77)
0456 (7/77)
0009 (7/77)
0027 (7/77)
0030 (7/77)
0458 (7/77)
0459 (7/77)
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GL2115
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GL2127 (7/66)
GL10300
GL9905 (7/66)
GL0404 (5/81)
CC5011

X GL9917 (3/81)
X CC5295(8/74)
SPECIAL
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X 90455 (12/73)
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X 9991 (7/77)
1205 (7/77)
0093 (7/77)
0471 (7/77)
9994 (7/77)
X CF1219(5/77)
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T206
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X GL0032 (4/84)
X 1L0218 (12/81)
X MP0127 XXXXX9)(4-8
IL0230 (12/81)
MP1023 (12/79)
X IL0928 XXXXX) (5/8
X CC5927 (11/85)
X GL0419 (9/82)

SPECIAL MULTI-PERIL POLICY CONDITIONS AND DEFINITIONS
GENERAL CONDITIONS

MP 00 90
(Ed. 07 77)

The following Conditions apply to Section I and II except as otherwise indicated. Additional Conditions or modifications of the following Conditions may appear in the specific coverage sections.

1. **Premium.** All premiums for this policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

If this policy is issued for a period in excess of one year with a specified expiration date and a premium is payable at each anniversary, such premium shall be determined annually on the basis of the rates in effect at the anniversary date.

If this policy is issued for a period without a specified expiration date, it may be continued by payment of the required premium for the succeeding annual period. Such premium must be paid to the Company prior to each anniversary date; if not so paid, this policy shall expire on the first anniversary date that the said premium has not been received by the Company.

2. **Time of Inception.** To the extent that coverage in this policy replaces coverage in other policies terminating noon standard time on the inception date of this policy, coverage under this policy shall not become effective until such other coverage has terminated.

3. **Cancellation.** This policy may be cancelled by the named insured by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the named insured at the mailing address shown in the Declarations, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the Company shall be equivalent to mailing.

If the named insured cancels, the Company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

Notice of cancellation addressed to the named insured and mailed to the mailing address shown in the Declarations shall be sufficient notice to effect cancellation of this policy.

4. **Concealment or Fraud.** This policy is void if any insured has intentionally concealed or misrepresented any material fact or circumstance relating to this insurance.

5. **Assignment.** Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon. However, if the named insured shall die, this insurance shall apply:

(a) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such; or

(b) to the person having temporary custody of the property of the named insured but only until the appointment and qualification of the legal representative.

6. **Subrogation.**

(a) In the event of any payment under this policy, the Company shall be subrogated to all the insured's rights of recovery against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

(b) The Company shall not be bound to pay any loss if the insured has impaired any right of recovery for loss; however, it is agreed that the insured may:

(1) as respects property while on the premises of the insured, release others in writing from liability for loss prior to loss, and such release shall not affect the right of the insured to recover hereunder, and

(2) as respects property in transit, accept such bills of lading, receipts or contracts of transportation as are ordinarily issued by carriers containing a limitation as to the value of such goods or merchandise.

7. **Inspection and Audit.** The Company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the named insured or others to determine or warrant that such property or operations are safe or healthful or are in compliance with any law, rule or regulation.

The Company may examine and audit the named insured's books and records at any time during the policy period and extensions and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

8. **Liberalization Clause.** In the event any filing is submitted to the insurance supervisory authorities on behalf of the Company, and:

(a) the filing is approved or accepted by the insurance authorities to be effective while this policy is in force or within 45 days prior to its inception; and

(b) the filing includes insurance forms or other provisions that would extend or broaden this insurance by endorsement or substitution of form, without additional premium;

the benefit of such extended or broadened insurance shall inure to the benefit of the insured as though the endorsement or substitution of form had been made.

9. **Insurance Under More Than One Coverage, Part or Endorsement.** In the event that more than one coverage, part or endorsement of this policy insures the same loss, damage or claim, the Company shall not be liable for more than the actual loss or damage sustained by the insured.

10. **Waiver or Change of Provisions.** The terms of this insurance shall not be waived, changed or modified except by endorsement issued to form a part of this policy.

LIA 90076

CONDITIONS APPLICABLE TO SECTION I

1. **Policy Period, Territory.** Section I of this policy applies only to loss to property during the policy period while such property is within or between the fifty states of the United States of America, the District of Columbia and Puerto Rico.

2. **Deductible.** Unless otherwise provided in the Declarations:

(a) The sum of $100 shall be deducted from the amount of loss to property in any one occurrence. This deductible shall apply:

(1) separately to each building, including personal property therein;

(2) separately to personal property in each building if no coverage is provided on the containing building; and

(3) separately to personal property in the open (including within vehicles).

(b) The aggregate amount of this deductible in any one occurrence shall not exceed $1,000.

3. **Coinsurance Clause.** The Company shall not be liable for a greater proportion of any loss to property covered than the limit of liability under this policy for such property bears to the amount produced by multiplying the actual cash value of such property at the time of the loss by the coinsurance percentage stated in the Declarations.

In the event that the aggregate claim for any loss is both less than $10,000 and less than 5% of the limit of liability for all contributing insurance applicable to the property involved at the time such loss occurs, no special inventory or appraisement of the undamaged property shall be required providing that nothing herein shall be construed to waive the application of the first paragraph of this clause.

If insurance under Section I of this policy is divided into separate limits of liability, the foregoing shall apply separately to the property covered under each such limit of liability.

4. **Removal.** This policy covers loss by removal of the property covered hereunder from premises endangered by the perils insured against, and the amount of insurance applies pro rata for five days at each proper place to which such property shall necessarily be removed for preservation.

5. **Debris Removal.** This policy covers expense incurred in the removal of debris of the property covered which may be occasioned by loss by any of the perils insured against in this policy. The total amount recoverable under this policy for both loss to property and debris removal expense shall not exceed the limit of liability applying to the property. Cost of removal of debris shall not be considered in the determination of actual cash value when applying the Coinsurance Clause.

6. **War Risk And Governmental Action Exclusion.** This policy under Section I shall not apply to loss caused, directly or indirectly, by or due to any act or condition incident to the following:

(a) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (i) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (ii) by military, naval or air forces; or (iii) by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such a government, power, authority or forces;

(b) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence; seizure or destruction under quarantine or custom's regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

7. **Nuclear Clause And Nuclear Exclusion.**

(a) Nuclear Clause (Not Applicable in New York). The word "fire" in this policy is not intended to and does not embrace nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and loss by nuclear reaction or nuclear radiation or radioactive contamination is not intended to be and is not insured against by this policy, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by "fire" or any other perils insured against by this policy. However, subject to the foregoing and all provisions of this policy, direct loss by "fire" resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.

(b) Nuclear Clause (Applicable only in New York): This policy does not cover loss or damage caused by nuclear reaction or nuclear radiation or radioactive contamination, all whether directly or indirectly resulting from an insured peril under this policy.

(c) Nuclear Exclusion (Not Applicable in New York): Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing is not insured against by this policy, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by any of the perils insured against by this policy; and nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, is not "explosion" or "smoke". This clause applies to all perils insured against hereunder except the peril of fire, which is otherwise provided for in the nuclear clause above.

8. **Other Insurance.**

(a) If at the time of loss there is other insurance written in the name of the insured upon the same plan, terms, conditions and provisions as contained in this policy, herein referred to as Contributing Insurance, the Company shall be liable for no greater proportion of any loss than the limit of liability under this policy bears to the whole amount of insurance covering such loss.

(b) If at the time of loss there is other insurance other than that as described in (a) above, the Company shall not be liable for any loss hereunder until:

(1) the Liability of such other insurance has been exhausted, and

(2) then for only such amount as may exceed the amount due from such other insurance, whether collectible or not.

9. **Duties Of The Named Insured After A Loss.** In case of loss the named insured shall:

(a) give immediate written notice of such loss to the Company;

(b) protect the building and personal property from further damage, make reasonable temporary repairs required to protect the property, and keep an accurate record of repair expenditures;

(c) prepare an inventory of damaged personal property showing in detail, quantity, description, actual cash value and amount of loss. Attach to the inventory all bills, receipts and related documents that substantiate the figures in the inventory;

(d) exhibit the remains of the damaged property as often as may be reasonably required by the Company and submit to examination under oath;

(e) submit to the Company within 60 days after requested a signed, sworn statement of loss that sets forth to the best of the named insured's knowledge and belief:

(1) the time and cause of loss;

(2) interest of the insured and all others in the property involved and all encumbrances on the property;

(3) other policies of insurance that may cover the loss;

(4) changes in title or occupancy of the property during the term of the policy;

(5) specifications of any damaged building and detailed estimates for repair of the damage;

(6) an inventory of damaged personal property described in (c) above;

(f) give notice of such loss to the proper police authority if loss is due to a violation of law.

10. **Appraisal.** If the named insured and the Company fail to agree on the amount of the loss, either can demand that the amount of loss be set by appraisal. If either party makes a written demand for appraisal, each shall select a competent independent appraiser. Each shall notify the other of the selected appraiser's identity within twenty (20) days of the receipt of the written demand.

The two appraisers shall select a competent, impartial umpire. If the appraisers are unable to agree upon an umpire within fifteen (15) days, the named insured or the Company may petition a judge of a Court of Record in the state where the insured premises is located to select an umpire.

The appraisers shall then set the amount of the loss. If the appraisers submit a written report of an agreement to the Company, the amount agreed upon shall be the amount of the loss. If the appraisers fail to agree within a reasonable time, they shall submit their differences to the umpire. Written agreement signed by any two of these three shall set the amount of loss.

Each appraiser shall be paid by the party selecting that appraiser. Other expenses of the appraisal and compensation of the umpire shall be paid equally by the named insured and the Company.

11. Company Options. If the Company gives notice within thirty (30) days after it has received a signed, sworn statement of loss, it shall have the option to take all or any part of the property damaged at an agreed value, or to repair, rebuild or replace it with equivalent property.

12. Abandonment Of Property. The Company need not accept any property abandoned by an insured.

13. Payment Of Loss. The Company will pay all adjusted claims within thirty (30) days after presentation and acceptance of the proof of loss.

14. Privilege To Adjust With Owner.

(a) Except as provided in (b) below, or unless another payee is specifically named in the policy, loss, if any, shall be adjusted with and payable to the named insured.

(b) In the event claim is made for damage to property of others held by the insured, the right to adjust such loss or damage with the owner or owners of the property is reserved to the Company and the receipt of payment by such owner or owners in satisfaction thereof shall be in full satisfaction of any claim of the insured for which such payment has been made.

If legal proceedings be taken to enforce a claim against the insured as respects any such loss or damage, the Company reserves the right at its option without expense to the insured to conduct and control the defense on behalf of and in the name of the insured. No action of the Company in such regard shall increase the liability of the Company under this policy, nor increase the limits of liability specified in the policy.

15. Suit. No suit shall be brought on this policy unless the insured has complied with all the policy provisions and has commenced the suit within one year after the loss occurs.

16. Permits And Use. Except as otherwise provided, permission is granted:

(a) to make alterations and repairs;

(b) in the event of loss hereunder, to make reasonable repairs, temporary or permanent, provided such repairs are confined solely to the protection of the property from further damage, and provided further that the insured shall keep an accurate record of such repair expenditures. The cost of any such repairs directly attributable to damage by any peril insured against shall be included in determining the amount of loss hereunder. Nothing herein contained is intended to modify the policy requirements applicable in case loss occurs, and in particular the requirement that, in case loss occurs, the insured shall protect the property from further damage.

17. Vacancy, Unoccupancy and Increase of Hazard.

(a) This Company shall not be liable for loss occurring while a described building, whether intended for occupancy by owner or tenant is vacant beyond a period of sixty consecutive days. "Vacant" or "Vacancy" means containing no contents pertaining to operations or activities customary to occupancy of the building, but a building in process of construction shall not be deemed vacant.

(b) Permission is granted for unoccupancy.

(c) Unless otherwise provided in writing added hereto this Company shall not be liable for loss occurring while the hazard is increased by any means within the control or knowledge of the insured.

18. Protective Safeguards. If as a condition of this insurance that the insured shall maintain so far as is within his control such protective safeguards as are set forth by endorsement hereto.

Failure to maintain such protective safeguards shall suspend this insurance only as respects the location or situation affected for the time of such discontinuance.

19. Mortgage Clause—Applicable Only To Buildings. This clause is effective if a mortgagee is named in the Declarations. The word "mortgagee" includes "trustee". Loss to buildings shall be payable to the named mortgagee as interest may appear, under all present or future mortgages on the buildings described in the Declarations in order of precedence of mortgages on them.

As it applies to the interest of any mortgagee designated in the Declarations, this insurance shall not be affected by any of the following:

(a) any act or neglect of the mortgagor or owner of the described buildings;

(b) any foreclosure or other proceedings or notice of sale relating to the property;

(c) any change in the title or ownership of the property;

(d) occupancy of the premises for purposes more hazardous than are permitted by this policy;

provided, that in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgagee shall, on demand, pay the premium.

The mortgagee shall notify the Company of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of the mortgagee. Unless permitted by this policy, such change of ownership or occupancy or increase of hazard shall be noted on the policy and the mortgagee shall on demand pay the premium for the increased hazard for the term it existed under this policy. If such premium is not paid, this policy shall be null and void.

The Company reserves the right to cancel this policy at any time as provided by its terms. If so cancelled, this policy shall continue in force for the benefit only of the mortgagee for ten days after notice to the mortgagee of such cancellation and shall then cease. The Company shall have the right to cancel this agreement on ten days notice to the mortgagee.

When the Company shall pay the mortgagee any sum for loss under this policy, and shall claim that, as to the mortgagor or owner, no liability therefor existed, the Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the mortgagee to whom such payment shall have been made, under the mortgage debt. In lieu of taking such subrogation, the Company may, at its option, pay to the mortgagee the whole principal due or to grow due on the mortgage, with interest accrued and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities. However, no subrogation shall impair the right of the mortgagee to recover the full amount of said mortgagee's claim.

20. Recoveries. In the event the Company has made a payment for loss under the policy and a subsequent recovery is made of the lost or damaged property, the insured shall be entitled to all recoveries in excess of the amount paid by the Company, less only the actual cost of effecting such recoveries.

21. Loss Clause. Any loss hereunder shall not reduce the amount of this insurance.

22. No Benefit To Bailee. This insurance shall not inure directly or indirectly to the benefit of any carrier or other bailee.

23. No Control. This insurance shall not be prejudiced:

(a) by any act or neglect of the owner of any building if the insured is not the owner thereof, or by any act or neglect of any occupant (other than the insured) of any building when such act or neglect of the owner or occupant is not within the control of the insured, or

(b) by failure of the insured to comply with any warranty or condition contained in any endorsement attached to this policy with regard to any portion of the premises over which the insured has no control.

CONDITIONS APPLICABLE TO SECTION II

. Supplementary Payments. The Company will pay, in addition to the pplicable limit of liability:

(a) all expenses incurred by the Company, all costs taxed against the insured in any suit defended by the Company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability thereon;

(b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed $250 per bail bond, but the Company shall have no obligation to apply for or furnish any such bonds;

(c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;

(d) reasonable expenses incurred by the insured at the Company's request in assisting the Company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed $25 per day.

Premium. Premium designated in this policy as "advance premium" a deposit premium only which shall be credited to the amount of the rned premium due at the end of the policy period. At the close of each riod (or part thereof terminating with the end of the policy period) signated in the Declarations as the audit period the earned premium all be computed for such period and, upon notice thereof to the named ured shall become due and payable. If the total earned premium for e policy period is less than the premium previously paid, the Company all return to the named insured the unearned portion paid by the named ured.

e named insured shall maintain records of such information as is neces- y for premium computation and shall send copies of such records to Company at the end of the policy period and at such times during the licy period as the Company may direct.

Financial Responsibility Laws. When this policy is certified as proof financial responsibility for the future under the provisions of any motor hicle financial responsibility law, such insurance as is afforded by this icy for bodily injury liability or for property damage liability shall com- with the provisions of such law to the extent of the coverage and limits liability required by such law. The insured agrees to reimburse the Com- y for any payment made by the Company which it would not have been igated to make under the terms of this policy except for the agreement ntained in this paragraph.

Insured's Duties in the Event of Occurrence, Claim or Suit.

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof and the names and addresses of the injured and of available witnesses shall be given by or for the insured to the Company or any of its authorized agents as soon as practicable.

(b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.

(c) The insured shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

Medical Reports; Proof and Payment of Claim. As soon as practicable insured person or someone on his behalf shall give to the Company ten proof of claim, under oath if required, and shall, after each request from the Company, execute authorization to enable the Company btain medical reports and copies of records. The injured person shall mit to physical examination by physicians selected by the Company when and as often as the Company may reasonably require. The Company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the Company.

6. Action Against Company. No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full Compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party in any action against the insured to determine the insured's liability, nor shall the Company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the Company of any of its obligations hereunder.

7. Other Insurance. The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) Contribution by Equal Shares. If all of such other valid and collectible insurance provides for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) Contribution by Limits. If any of such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

8. Annual Aggregate. If this policy is issued for a period in excess of one year, any limit of the Company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period.

9. Nuclear Exclusion.

I. This policy does not apply:

(a) Under any Liability Coverage, to bodily injury or property damage

(1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, 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 (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (ii) 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, or under any Supplementary Payments provision relating to first aid, 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 the **hazardous properties** of **nuclear material**, if

(1) the **nuclear material** (i) is at any **nuclear facility** owned by, or operated by or on behalf of, an **insured** or (ii) 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.

II. As used in this exclusion

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means **source material**, **special nuclear material** or **byproduct material**;

"source material", **"special nuclear material"**, and **"byproduct 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 (1) containing **byproduct material** and (2) resulting from the operation by any person or organization of any **nuclear facility** included within the definition of **nuclear facility** under paragraph (a) or (b) thereof;

"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.

DEFINITIONS APPLICABLE TO SECTION II

When used in the provisions applicable to Section II of this policy (including endorsements forming a part hereof):

"**automobile**" means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include **mobile equipment**;

"**bodily injury**" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"**collapse hazard**" includes "structural property damage" as defined herein and **property damage** to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work, or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The **collapse hazard** does not include **property damage** (1) arising out of operations performed for the **named insured** by independent contractors, or (2) included within the **completed operations hazard** or the **underground property damage hazard**, or (3) for which liability is assumed by the **insured** under an **incidental contract**;

"**completed operations hazard**" includes **bodily injury** and **property damage** arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the **named insured**. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

(1) when all operations to be performed by or on behalf of the **named insured** under the contract have been completed,

(2) when all operations to be performed by or on behalf of the **named insured** at the site of the operations have been completed, or

(3) when the portion of the 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.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The **completed operations hazard** does not include **bodily injury** or **property damage** arising out of

(a) operations in connection with the transportation of property, unless the **bodily injury** or **property damage** arises out of a condition in or on a vehicle created by the loading or unloading thereof,

(b) the existence of tools, uninstalled equipment or abandoned or unused materials, or

(c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

"**elevator**" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an **automobile** servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"**explosion hazard**" includes **property damage** arising out of blasting or explosion. The **explosion hazard** does not include **property damage** (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the **named insured** by independent contractors, or (3) included within the **completed operations hazard** or the **underground property damage hazard**, or (4) for which liability is assumed by the **insured** under an **incidental contract**;

"**incidental contract**" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) **elevator** maintenance agreement;

"**insured**" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each **insured** against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"**mobile equipment**" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the **named insured**, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"**named insured**" means the person or organization named in Item 1. of the declarations of this policy;

"**named insured's products**" means goods or products manufactured, sold, handled or distributed by the **named insured** or by others trading under his name, including any container thereof (other than a vehicle), but "**named insured's products**" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"**occurrence**" means an accident, including continuous or repeated exposure to conditions, which results in **bodily injury** or **property damage** neither expected nor intended from the standpoint of the **insured**;

"**policy territory**" means:

(1) the United States of America, its territories or possessions, or Canada, or

(2) international waters or air space, provided the **bodily injury** or **property damage** does not occur in the course of travel or transportation to or from any other country, state or nation, or

(3) anywhere in the world with respect to damages because of **bodily injury** or **property damage** arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"**products hazard**" includes **bodily injury** and **property damage** arising out of the **named insured's products** or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs away from premises owned by or rented to the **named insured** and after physical possession of such products has been relinquished to others;

"**property damage**" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **occurrence** during the policy period;

"**underground property damage hazard**" includes underground property damage as defined herein and **property damage** to any other property at any time resulting therefrom. "Underground property damage" means **property damage** to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The **underground property damage hazard** does not include **property damage** (1) arising out of operations performed for the **named insured** by independent contractors, or (2) included within the **completed operations hazard**, or (3) for which liability is assumed by the **insured** under an **incidental contract**.

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NEW YORK AMENDATORY ENDORSEMENT

The Suit Condition contained in the Policy Conditions Applicable to Section I, **SMP Policy Conditions and Definitions Form** is amended by changing the words "one year" to "two years".

This Endorsement must be attached to Change Endorsement when issued after the Policy is written.

AMENDATORY ENDORSEMENT
(NEW YORK)

The words "twelve months" in Line 161 of the policy numbered line provisions are changed to "two years".

STANDARD FORM FIRE POLICY ENDORSEMENT

MP 01 01
(Ed. 07 77)

This form contains the provisions of the Standard Fire Policy. Whenever the conditions of this form can be construed to perform a liberalization of conditions found elsewhere in Section I coverage relating to insurance against loss or damage by fire, lightning or removal from premises endangered by fire or lightning, the terms and conditions of the Standard Fire Policy shall apply.

In Consideration of the Provisions and Stipulations Herein or Added Hereto and of the Premium Above Specified (or specified in endorsement attached hereto), this Company for the term specified in the Declarations from inception date shown in the Declaration At 12:01 A.M. (Standard Time) to expiration date shown in the Declaration At 12:01 A.M. (Standard Time) at location of property involved, to an amount not exceeding the limit of liability specified in the Declarations, does insure the Insured named in the Declarations and legal representatives, to the extent of the actual cash value of the property at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance for any increased cost of repair, or reconstruction by reason of any ordinance or law regulating construction or repair, and without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the interest of the insured, against all DIRECT LOSS BY FIRE, LIGHTNING AND OTHER PERILS INSURED AGAINST IN THIS POLICY, EXCEPT AS HEREINAFTER PROVIDED, to the property described herein while located or contained as described in this policy, or pro rata for five days at each proper place to which any of the property shall necessarily be removed for preservation from the perils insured against in this policy, but not elsewhere.

Assignment of this policy shall not be valid except with the written consent of this Company.

This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this policy together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

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Concealment, fraud. This entire policy shall be void if, whether before or after a loss, the insured has wilfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the insured relating thereto.

Uninsurable and excepted property. This policy shall not cover accounts, bills, currency, deeds, evidences of debt, money or securities; nor, unless specifically named hereon in writing, bullion or manuscripts.

Perils not included. This Company shall not be liable for loss by fire or other perils insured against in this policy caused, directly or indirectly, by: (a) enemy attack by armed forces, including action taken by military, naval or air forces in resisting an actual or an immediately impending enemy attack; (b) invasion; (c) insurrection; (d) rebellion; (e) revolution; (f) civil war; (g) usurped power; (h) order of any civil authority except acts of destruction at the time of and for the purpose of preventing the spread of fire, provided that such fire did not originate from any of the perils excluded by this policy; (i) neglect of the insured to use all reasonable means to save and preserve the property at and after a loss, or when the property is endangered by fire in neighboring premises; (j) nor shall this Company be liable for loss by theft.

Other Insurance. Other insurance may be prohibited or the amount of insurance may be limited by endorsement attached hereto.

Conditions suspending or restricting insurance. Unless otherwise provided in writing added hereto this Company shall not be liable for loss occurring

(a) while the hazard is increased by any means within the control or knowledge of the insured; or

(b) while a described building, whether intended for occupancy by owner or tenant, is vacant or unoccupied beyond a period of sixty consecutive days; or

(c) as a result of explosion or riot, unless fire ensue, and in that event for loss by fire only.

Other perils or subjects. Any other peril to be insured against or subject of insurance to be covered in this policy shall be by endorsement in writing hereon or added hereto.

Added provisions. The extent of the application of insurance under this policy and of the contribution to be made by this Company in case of loss, and any other provision or agreement not inconsistent with the provisions of this policy, may be provided for in writing added hereto, but no provision may be waived except such as by the terms of this policy is subject to change.

Waiver provisions. No permission affecting this insurance shall exist, or waiver of any provision be valid, unless granted herein or expressed in writing added hereto. No provision, stipulation or forfeiture shall be held to be waived by any requirement or proceeding on the part of this Company relating to appraisal or to any examination provided for herein.

Cancellation of policy. This policy shall be cancelled at any time at the request of the insured, in which case this Company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time. This policy may be cancelled at any time by this Company by giving to the insured a five days' written notice of cancellation with or without tender of the excess of paid premium above the pro rata premium for the expired time, which excess, if not tendered, shall be refunded on demand. Notice of cancellation shall state that said excess premium (if not tendered) will be refunded on demand.

Mortgagee interests and obligations. If loss hereunder is made payable, in whole or in part, to a designated mortgagee not named herein as the insured, such interest in this policy may be cancelled by giving to such mortgagee a ten days' written notice of cancellation.

If the insured fails to render proof of loss such mortgagee, upon notice, shall render proof of loss in the form herein specified within sixty (60) days thereafter and shall be subject to the provisions hereof relating to appraisal and time of payment and of bringing suit. If this Company shall claim that no liability existed as to the mortgagor or owner, it shall, to the extent of payment of loss to the mortgagee, be subrogated to all the mortgagee's rights of recovery, but without impairing mortgagee's right to sue; or it may pay off the mortgage debt and require an assignment thereof and of the mortgage. Other provisions relating to the interests and obligations of such mortgagee may be added hereto by agreement in writing.

Pro rata liability. This Company shall not be liable for a greater proportion of any loss than the amount hereby insured shall bear to the whole insurance covering the property against the peril involved, whether collectible or not.

Requirements in case loss occurs. The insured shall give immediate written notice to this Company of any loss, protect the property from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, furnish a complete inventory of the destroyed, damaged and undamaged property, showing in detail quantities, costs, actual cash value and amount of loss claimed; **and within sixty days after the loss, unless such time is extended in writing by this Company, the insured shall render to this Company a proof of loss,** signed and sworn to by the insured, stating the knowledge and belief of the insured as to the following: the time and origin of the loss, the interest of the insured and of all others in the property, the actual cash value of each item thereof and the amount of loss thereto, all encumbrances thereon, all other contracts of insurance, whether valid or not, covering any of said property, any changes in the title, use, occupation, location, possession or exposures of said property since the issuing of this policy, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss and whether or not it then stood on leased ground, and shall furnish a copy of all the descriptions and schedules in all policies and, if required, verified plans and specifications of any building, fixtures or machinery destroyed or damaged. The insured, as often as may be reasonably required, shall exhibit to any person designated by this Company all that remains of any property herein described, and submit to examinations under oath by any person named by this Company, and subscribe the same; and, as often as may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by this Company or its representative, and shall permit extracts and copies thereof to be made.

Appraisal. In case the insured and this Company shall fail to agree as to the actual cash value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within twenty days of such demand. The appraisers shall first select a competent and disinterested umpire; and failing for fifteen days to agree upon such umpire, then, on request of the insured or this Company, such umpire shall be selected by a judge of a court of record in the state in which the property covered is located. The appraisers shall then appraise the loss, stating separately actual cash value and loss to each item; and, failing to agree, shall submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with this Company shall determine the amount of actual cash value and loss. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid by the parties equally.

Company's options. It shall be optional with this Company to take all, or any part, of the property at the agreed or appraised value, and also to repair, rebuild or replace the property destroyed or damaged with other of like kind and quality within a reasonable time, on giving notice of its intention so to do within thirty days after the receipt of the proof of loss herein required.

Abandonment. There can be no abandonment to this Company of any property.

When loss payable. The amount of loss for which this Company may be liable shall be payable sixty days after proof of loss, as herein provided, is received by this Company and ascertainment of the loss is made either by agreement between the insured and this Company expressed in writing or by the filing with this Company of an award as herein provided.

Suit. No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless all the requirements of this policy shall have been complied with, and unless commenced within twelve months next after inception of the loss.

Subrogation. This Company may require from the insured an assignment of all right of recovery against any party for loss to the extent that payment therefor is made by this Company.

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COINSURANCE CONTRACT

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SPECIAL MULTI-PERIL POLICY
SECTION I—SPECIAL PERSONAL PROPERTY FORM

MP 00 14
(Ed. 01 83)

I. PROPERTY COVERED

PERSONAL PROPERTY OF THE INSURED: Business personal property owned by the insured and usual to the occupancy of the insured, including the insured's interest in personal property owned by others to the extent of the value of labor, materials and charges furnished, performed or incurred by the insured; all while (1) in or on the building(s), or (2) in the open (including within vehicles) on or within 100 feet of the designated premises.

This coverage shall also include Tenant's Improvements and Betterments, meaning the insured's use interest in fixtures, alterations, installations or additions constituting a part of the building(s) occupied but not owned by the insured and made or acquired at the expense of the insured exclusive of rent paid by the insured, but which are not legally subject to a removal by the insured.

PERSONAL PROPERTY OF OTHERS: This insurance shall cover for the account of the owner(s) (other than the named insured) personal property belonging to others in the care, custody or control of the insured, while (1) in or on the building(s), or (2) in the open (including within vehicles) on or within 100 feet of the designated premises.

Loss shall be adjusted with the named insured for the account of the owners of the property, except that the right to adjust any loss with the owners is reserved to the Company and the receipts of the owners in satisfaction thereof shall be in full satisfaction of any claim by the named insured for which payments have been made.

II. PROPERTY NOT COVERED

This policy does not cover:

A. Property sold by the insured under conditional sale, trust agreement, installment payment or other deferred payment plan, after delivery to customers.

B. Aircraft, watercraft, including motors, equipment and accessories (except rowboats and canoes, while out of water and on the designated premises); and automobiles, trailers, semi-trailers or any self-propelled vehicles or machines, except such property not licensed for use on public thoroughfares and operated principally on the premises of the insured.

This provision does not apply to the following types of property when held for sale or sold but not delivered:

1. Watercraft (including motors, equipment and accessories) while not afloat;
2. Motorcycles, motorscooters and snowmobiles; or
3. Trailers designed for use with private passenger vehicles for general utility purposes or carrying boats.

This provision does not apply to the following types of property when manufactured, processed or warehoused by the insured:

1. Aircraft;
2. Watercraft, including motors, equipment and accessories, while not afloat; or
3. Automobiles, trailers, semi-trailers or any self-propelled vehicles or machines.

C. Personal property while waterborne.

D. Household and personal effects contained in living quarters occupied by the insured, any officer, director, stockholder or partner of the insured or relatives of any of the foregoing, except as provided in the Extensions of Coverage.

E. Accounts, bills, currency, deeds, evidences of debt, money and securities.

F. Outdoor signs, whether or not attached to a building or structure.

G. Growing crops and lawns.

H. Property which is more specifically covered in whole or in part by this or any other contract of insurance, except for the amount of loss which is in excess of the amount due from such more specific insurance.

III. PROPERTY SUBJECT TO LIMITATIONS

The following property is subject to these additional limitations:

1. Except for loss caused by the "specified perils":

   (a) Fur and fur garments are covered for not exceeding loss in the aggregate of $2,500 in any one occurrence for all contributing insurance.

   (b) Jewelry and watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals are covered for not exceeding loss in the aggregate of $2,500 in any one occurrence for all contributing insurance. This limitation shall not apply to jewelry and watches valued at $50 or less per item.

   (c) Patterns, dies, molds, models and forms are covered for not exceeding loss in the aggregate of $2,500 in any one occurrence for all contributing insurance.

   (d) Stamps, tickets and letters of credit are covered for not exceeding loss in aggregate of $250 in any one occurrence for all contributing insurance.

2. Valuable papers and records meaning computer programs and books of account, manuscripts, abstracts, drawings, card index systems and other records including film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing, are covered only against loss caused by the "specified perils".

3. Animals and pets are not covered, except when held for sale or sold but not delivered, and then only against death or destruction directly resulting from or made necessary by the "specified perils".

4. Outdoor trees, shrubs and plants are not covered, except: (a) when held for sale or sold but not delivered, and then only against direct loss by the "specified perils", or (b) as provided in the Extensions of Coverage.

5. Glass, glassware, statuary, marbles, bric-a-brac, porcelains and other articles of a fragile or brittle nature are covered against loss by breakage only if directly caused by the "specified perils". This limitation shall not apply to bottles or similar containers of property for sale, or sold but not delivered, nor to lenses of photographic or scientific instruments.

6. Steam boilers, steam pipes, steam turbines and steam engines are not covered against loss caused by bursting, rupture, cracking or explosion originating therein (other than explosion of accumulated gases or unconsumed fuel within a fire box or combustion chamber).

7. Machines and machinery are not covered against loss caused by rupture, bursting or disintegration of their rotating or moving parts resulting from centrifugal or reciprocating force.

The term "specified perils" shall mean direct loss by fire, lightning, aircraft, explosion, riot, civil commotion, smoke, vehicles, windstorm or hail to property contained in any building, vandalism and malicious mischief, leakage or accidental discharge from automatic fire protective systems.

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IV. EXTENSIONS OF COVERAGE

Each of the limits of liability specified for the following Extensions of Coverage applies as an additional amount of insurance. The Coinsurance Clause shall not apply to loss under the Extensions of Coverage.

The total amount recoverable under the Extensions of Coverage in this form and Extensions of Coverage in any other form made a part of this policy are not cumulative and shall not exceed the largest amount recoverable under any single form made a part of this policy.

When, in accordance with the Other Insurance condition, there is Contributing Insurance, the Company shall not be liable for more than its pro rata share of the limits set forth in the following Extensions of Coverage.

A. Property at Newly Acquired Locations: The insured may apply up to 10% of the limit of liability specified for Personal Property of the Insured, but not exceeding $10,000, to cover direct loss in any one occurrence by a peril not otherwise excluded to such property at any location (except fairs and exhibitions) acquired by the insured for similar occupancies or warehousing purposes, elsewhere than at the designated premises within the territorial limits of this policy. This coverage shall cease 30 days from the date of such acquisition or on the date values at such locations are reported to the Company, or on the expiration date of the policy, whichever occurs first. Additional premium shall be due and payable for values so reported from the date the property is acquired.

B. Personal Effects: The insured may apply up to $500 to cover direct loss in any one occurrence by the perils not otherwise excluded to personal effects while located on the designated premises, belonging to the insured, officers, partners or employees thereof, and limited to $100 on personal effects owned by any one individual. This Extension of Coverage does not apply if the loss is covered by any other insurance, whether collectible or not, or which would have been covered by such other insurance in the absence of this policy. At the option of the Company, loss under this Extension of Coverage may be adjusted with and payable to the insured.

C. Valuable Papers and Records: The insured may apply up to $500 to cover direct loss in any one occurrence by a peril not otherwise excluded to valuable papers and records consisting of computer programs and books of account, manuscripts, abstracts, drawings, card index systems, film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing, and other records, all the property of the insured at designated premises. This Extension of Coverage covers only the cost of research and other expense necessarily incurred by the insured to reproduce, replace or restore such valuable papers and records. The total amount payable in any one occurrence under this Extension of Coverage shall not exceed the limit specified above, regardless of the number of premises designated in the Declarations.

D. Outdoor Trees, Shrubs and Plants: The insured may apply up to $1,000 to cover outdoor trees, shrubs and plants at the designated premises against direct loss in any one occurrence by the perils of fire, lightning, explosion, riot, civil commotion or aircraft, but only to the extent such perils are insured against herein. The Company shall not be liable for more than $250 on any one tree, shrub or plant, including expense incurred for removing debris thereof.

E. Extra Expense: The insured may apply up to $1,000 to cover the necessary extra expense incurred by the insured in order to continue as nearly as practicable the normal operations of the insured's business immediately following damage by a peril not otherwise excluded under this form to the buildings or personal property situated at the designated premises.

"Extra expense" means the excess of the total cost incurred during the period of restoration chargeable to the operations of the insured's business over and above the total cost that would normally have been incurred to conduct the business during the same period had no loss occurred. Any salvage value of property obtained for temporary use during the period of restoration, which remains after the resumption of normal operations, shall be taken into consideration in the adjustment of any loss hereunder.

"Period of restoration" means that period of time, commencing with the date of damage and not limited by the date of expiration of this policy, as would be required with the exercise of due diligence and dispatch to repair, rebuild or replace such part of said buildings or personal property as have been damaged.

The Company shall not be liable under this Extension of Coverage for:

1. loss of income;
2. the cost of repairing or replacing any of the described property, or the cost of research or other expense necessary to replace or restore computer programs and books of account, manuscripts, abstracts, drawings, card index systems, film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing, and other records that have been damaged by a peril not otherwise excluded, except cost in excess of the normal cost of such repair, replacement or restoration necessarily incurred for the purpose of reducing the total amount of extra expense. In no event shall such excess exceed the amount by which the total extra expense otherwise payable under this Extension of Coverage is reduced; or
3. any other consequential or remote loss.

F. Damage to Buildings from Theft, Burglary or Robbery: This policy includes loss (except by fires or explosion) to that part of the building occupied by the insured and containing property covered, and to equipment therein pertaining to the service of the building but not building property or equipment removed from premises, directly resulting from theft, burglary or robbery (including attempt thereat), provided the insured is the owner of such building or equipment or is liable for such damage, but in no event shall this coverage apply to glass (other than glass building blocks) or to any lettering or ornamentation thereon.

G. Transportation: The insured may apply up to $1,000 to cover insured personal property (other than property in the care, custody or control of salesmen) during transportation by motor vehicles owned, leased or operated by the insured for loss in any one occurrence caused by:

1. fire, lightning, windstorm and hail, explosion, smoke, riot, riot attending a strike and civil commotion, vandalism and malicious mischief; or
2. collision, overturning or upset of the vehicle; meaning thereby the violent and accidental contact of the vehicle conveying the property described herein with any other vehicle or object excluding any loss or damage done by coming in contact with any portion of the road bed or by means other than as expressly indicated; or
3. theft of an entire shipping bale, case or package from a vehicle while such property is contained in a fully enclosed and securely locked body or compartment and theft results from forcible entry, evidenced by visible marks upon such body or compartment.

H. Non-Owned Personal Property: The insured may apply at each location up to 2% of the limit of liability specified for Personal Property of the Insured at such location, but not exceeding $2,000, as an additional amount of insurance, to cover for the account of the owners thereof (other than the named insured) direct loss by a peril insured against to personal property, similar to that covered by this policy, belonging to others while in the care, custody or control of the named insured and all while (1) in or on the building(s), or (2) in the open (including within vehicles) on or within 100 feet of the designated premises.

Loss shall be adjusted with the named insured for the account of the owners of the property, except that the right to adjust any loss with the owners is reserved to the Company and the receipts of the owners in satisfaction thereof shall be in full satisfaction of any claim by the named insured for which payments have been made. As respects personal property belonging to others, this provision shall replace any loss payable provision of this policy.

I. Off-Premises: The insured may apply up to 2% of the limit of liability specified for Personal Property of the Insured, but not exceeding $5,000 nor less than $1,000, at a described location to cover direct loss in any one occurrence by a peril not otherwise excluded to the property covered under Personal Property of the Insured (other than merchandise or stock) while removed from designated premises. This Extension of Coverage shall not apply: (a) to loss by theft, (b) to property in transit nor (c) to property on any premises owned, leased, operated or controlled by the insured.

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V. PERILS INSURED AGAINST

This policy insures against all risks of direct physical loss subject to the provisions and stipulations herein and in the policy of which this form is made a part.

VI. EXCLUSIONS

A. This policy does not insure under this form against loss caused by:

1. enforcement of any ordinance or law regulating the use, construction, repair, or demolition of property, including debris removal expense;

2. unexplained or mysterious disappearance of property, or shortage of property disclosed on taking inventory;

3. actual work upon, installation or testing of property covered, failure, breakdown or derangement of machines or machinery, error, omission or deficiency in design, specifications, workmanship or materials; unless loss by fire or explosion not otherwise excluded ensues and then the Company shall be liable for only such ensuing loss;

4. any electrical injury or disturbance to electrical appliances, devices, fixtures or wiring caused by electrical currents artificially generated unless fire as insured against ensues, and then this Company shall be liable for only loss caused by the ensuing fire;

5. leakage or overflow from plumbing, heating, air conditioning or other equipment or appliances (except fire protective systems) caused by or resulting from freezing while the described building is vacant or unoccupied, unless the insured shall have exercised due diligence with respect to maintaining heat in the buildings or unless such equipment and appliances had been drained and the water supply shut off during such vacancy or unoccupancy;

6. delay, loss of market, interruption of business, nor consequential loss of any nature;

7. (a) wear and tear, marring or scratching;

(b) deterioration, inherent vice; latent defect;

(c) rust, mold, wet or dry rot, contamination;

(d) dampness or dryness of atmosphere, changes in or extremes of temperature;

(e) smog, smoke from agricultural smudging or industrial operations; or

(f) birds, vermin, rodents, insects or animals;

unless loss by fire, smoke (other than smoke from agricultural smudging or industrial operations), explosion, collapse of a building, glass breakage or water not otherwise excluded ensues, then this policy shall cover only such ensuing loss.

If loss by water not otherwise excluded ensues, this policy shall also cover the cost of tearing out and replacing of any part of the building covered required to effect repairs to the plumbing, heating or air conditioning system or domestic appliance but excluding loss to the system or appliance from which the water escapes;

8. explosion of steam boilers, steam pipes, steam turbines or steam engines (except direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the firebox, or combustion chamber, of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom) if owned by, leased by or operated under the control of the insured, or for any ensuing loss except by fire or explosion not otherwise excluded, and then the Company shall be liable for only such ensuing loss;

9. voluntary parting with title or possession of any property by the insured or others to whom the property may be entrusted if induced to do so by any fraudulent scheme, trick, device or false pretense;

10. any fraudulent, dishonest or criminal act done by or at the instigation of any insured, partner or joint adventurer in or of any insured, an officer, director or trustee of any insured; pilferage, appropriation or concealment of any property covered due to any fraudulent, dishonest or criminal act of any employee while working or otherwise, or agent of any insured, or any person to whom the property covered may be entrusted;

11. continuous or repeated seepage or leakage of water or steam from within a plumbing, heating or air conditioning system or from within a domestic appliance which occurs over a period of weeks, months or years;

12. rain, snow or sleet to property in the open; or

13. volcanic eruption unless direct loss by fire or breakage of glass or safety glazing material ensues. In this event, this Company shall be liable for only the direct loss to the property insured caused by the ensuing fire and if an insured peril, the ensuing breakage of glass or safety glazing material.

Volcanic eruption means the eruption, explosion or effusion of a volcano.

B. This policy does not insure under this form against loss caused directly or indirectly by the interruption of power or other utility service furnished to the designated premises if the interruption takes place away from the designated premises. If a peril insured against ensues on the designated premises, this Company will pay only for loss caused by the ensuing peril.

C. This policy does not insure under this form against loss caused by, resulting from, contributed to or aggravated by any of the following:

1. earth movement, including but not limited to earthquake, landslide, mudflow, earth sinking, earth rising or shifting;

2. flood, surface water, waves, tidal water or tidal waves, overflow of streams or other bodies of water, or spray from any of the foregoing, all whether driven by wind or not;

3. water which backs up through sewers or drains; or

4. water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls or floors;

unless fire or explosion as insured against ensues, and then this Company shall be liable for only loss caused by the ensuing fire or explosion; but these exclusions shall not apply to loss arising from theft.

VII. VALUATION

The following bases are established for valuation of property:

A. The value of all stock actually sold but not delivered shall be the price at which it was sold, less all discounts and unincurred expenses.

B. Tenants' Improvements and Betterments:

1. If repaired or replaced at the expense of the named insured within a reasonable time after loss, the actual cash value of the damaged or destroyed improvements and betterments.

2. If not repaired or replaced within a reasonable time after loss, that proportion of the original cost at time of installation of the

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damaged or destroyed property which the unexpired term of the lease or rental agreement, whether written or oral, in effect at the time of loss bears to the periods from the dates such improvements or betterments were made to the expiration date of the lease.

3. If repaired or replaced at the expense of others for the use of the named insured, there shall be no liability hereunder.

C. Valuable Papers and Records:

1. Books of account, manuscripts, abstracts, drawings, card index systems and other records (except film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing) for not exceeding the cost of blank books, cards or other blank material plus the cost of labor incurred by the named insured for transcribing or copying such records.

2. Film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing for not exceeding the cost of such media in unexposed or blank form.

3. Computer programs for not exceeding the cost of labor incurred by the named Insured for transcribing or copying such programs.

D. All other property at actual cash value at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, nor in any event for more than the interest of the named insured.

SMP AMENDATORY ENDORSEMENT

In consideration of the premium charged, this endorsement is made a part of this policy.

The SMP Policy is amended as follows:

1. SUBROGATION

General Condition 6. "Subrogation" of the SMP Policy Conditions and Definitions Form is replaced by the following:

6. Subrogation.

(a) In the event of any payment under this policy, the Company shall be subrogated to all the insured's rights of recovery against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights except as provided below.

(b) When SMP Condominium Additional Policy Provision Endorsement MP 00 80 is attached to this policy, the waiver of subrogation condition, paragraph 1. of Form MP 00 80 is deleted and replaced by the following:

The Company waives its rights to subrogation against any unit-owner of the condominium described in the declarations.

(c) As respects coverage provided under Section I-Property Coverage of this policy, this insurance shall not be invalidated should the insured waive in writing any or all right of recovery against any party for loss. Provided, however, that in the event the insured waives only a part of his rights against any particular third party, this Company shall be subrogated with respect to all rights of recovery which the insured may retain against any such third party for loss from the perils insured against to the extent that payment therefor is made by this Company; all subject to the following additional provisions:

(1) This condition does not apply to crime, inland marine or glass coverage written under Section I. Property Coverage of this policy;

(2) If made before loss has occurred, such agreement may run in favor of any third party;

(3) If made after loss has occurred, such agreement may run only in favor of a third party falling within one of the following categories at the time of loss:

(i) a third party insured under this policy; or

(ii) a corporation, firm, or entity (a) owned or controlled by the named insured or in which the named insured owns capital stock or other proprietary interest, or (b) owning or controlling the named insured or owning or controlling capital stock or other proprietary interest in the named insured; or

(iii) a tenant of the named insured.

(d) Except as provided in paragraphs (b) and (c) above the Company shall not be bound to pay any loss if the insured has impaired any right of recovery for loss. However, it is agreed that the insured may, as respects property in transit, accept such bills of lading, receipts or contracts of transportation as are ordinarily issued by carriers containing a limitation as to the value of such goods or merchandise.

2. PERMITS AND USE

In the Conditions Applicable to Section I of the SMP Policy Conditions and Definitions Form:

A. Condition 16. Permits and Use is amended by adding the following:

(c) Without prejudice to this insurance, for there to be an error in stating the name, number, street or location of any building(s) covered hereunder, or of building(s) and personal property if covered under a single item of insurance, where there is no willful concealment or misrepresentation.

B. Condition 17. Vacancy, Unoccupancy and Increase of Hazard is replaced by the following:

Permission is granted for:

(a) The described building(s) to be vacant without limit of time, subject to a 15% reduction in the amount of loss payment otherwise due under this policy while the involved building(s) is vacant beyond a period of 60 consecutive days. This penalty will not be applicable during the period of any extension whereby the 60 day period is extended by endorsement.

("Vacant" or "Vacancy" means containing no contents pertaining to operations or activities customary to occupancy of the building. A building in the course of construction shall not be considered vacant.)

(b) Unoccupancy.

Provisions (a) and (b) above do not apply to the perils of vandalism or malicious mischief or sprinkler leakage.

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(c) Increased hazards and for change in use or occupancy.

3. PERSONAL PROPERTY OF THE INSURED

The following words are deleted from Personal Property of the Insured in Section I. Property Covered:

A. "and usual to the occupancy of the insured"

in the General Personal Property Form and Special Personal Property Form

B. "and usual to the occupancy of the named insured"

in the Condominium Unit-owners General Personal Property Form and Condominium Unit-owners Special Personal Property Form

4. EXTENSIONS OF COVERAGE

In the General Building Form
Special Building Form
Condominium General Building Form
Condominium Special Building Form

the following words are deleted from A. Newly Acquired Property under Extensions of Coverage:

"but not exceeding $100,000"

5. PROPERTY NOT COVERED

The following is added to the provisions of the General Building Form, the Special Building Form, the Builders' Risk Completed Value Form, the Special Builders' Risk Completed Value Form, the Condominium General Building Form and the Condominium Special Building Form respecting Property Not Covered:

This policy does not cover land (including land on which covered property is located) or water.

6. DEBRIS REMOVAL

In the Conditions Applicable to Section I of the SMP Policy Conditions and Definitions Form, the following is added to Condition 5., Debris Removal:

The total liability under this policy for debris removal expense only shall not exceed a) $5,000, plus b) 25% of: i) the amount recoverable under this policy for loss to property plus ii) the deductible in this policy applicable to such loss. Nor will this insurance cover debris removal expenses reported to the Company more than 180 days after the earlier of the date of direct loss or the expiration of this policy.

This Debris Removal coverage does not apply to the cost to extract pollutants from land or water, or to remove, restore or replace polluted land or water.

7. POLLUTANTS CLEAN UP AND REMOVAL

The following is added to the
General Building Form

Special Building Form
Condominium General Building Form
Condominium Special Building Form

This insurance covers expense to extract pollutants from land or water at the described premises if the release, discharge or dispersal of the pollutants is occasioned by loss caused by any of the perils insured against in this policy during the policy period. Such expenses must be reported to the Company within 180 days after the earlier of the date of direct loss or the expiration of this policy.

The liability of the Company for loss under this coverage shall not exceed $10,000 in the aggregate for the sum of all such expense incurred arising out of insured perils occurring during each separate twelve month period of this policy. This limit applies as an additional amount of insurance.

Pollutants means 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.

8. POLLUTION EXCLUSION

The following is added to the
Special Building Form

Special Personal Property Form
Condominium Special Building Form
Condominium Special Personal Property Form
Condominium Unit-Owners Special Personal Property Form
Special Builders' Risk Completed Value Form

This policy does not insure under this form against loss caused by the release, discharge or dispersal of pollutants unless the release, discharge or dispersal is itself caused by fire, lightning, aircraft, explosion, riot, civil commotion, smoke, vehicles, windstorm or hail to property contained in any building, vandalism, malicious mischief or leakage or accidental discharge from automatic fire protective systems. But if loss by any of the above twelve perils ensues, then this Company shall be liable for only loss caused by the ensuing peril.

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9. APPLICABLE ONLY TO COVERAGE FOR BUSINESS INTERRUPTION, TUITION FEES, EXTRA EXPENSE, RENT OR RENTAL VALUE OR OTHER CONSEQUENTIAL LOSS

The following is added to the Combined Business Interruption and Extra Expense Endorsement

Extra Expense Endorsement
Loss of Rents Endorsement
Tuition Fees Endorsement
Loss of Business Income Endorsement
Gross Earnings Endorsement
Loss of Earnings Endorsement

The length of time to which this insurance applies shall not include any increased period of time required due to the enforcement of any law regulating the prevention, control, repair, clean-up or restoration of environmental damage.

LIA 90085

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NEW YORK AMENDATORY CANCELLATION AND NON-RENEWAL ENDORSEMENT

1981

(Applicable to Fire or Fire and Extended Coverage Policies Only)

I. The following provisions are added and apply to all risks insured under this policy, except for those risks described in item II below:

Non-renewal

The Company will renew this policy unless written notice of its intention not to renew is mailed to the insured named in the Declaration at the mailing address shown in this policy, at least 30 days prior to the expiration date of the policy.

The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice by the Company shall be equivalent to mailing.

II. With respect to a contract of insurance issued or issued for delivery in New York, on a risk located in New York, insuring:

1. loss of or damage to real property used predominantly for residential purposes and consisting of not more than four dwelling units, other than hotels and motels;
2. loss of or damage to personal property in which natural persons have an insurable interest, except personal property used in the conduct of a business; or
3. liability for loss of, or damage to, or injury to persons or property, not arising from the conduct of a business when a natural person is the named insured under the policy.

Where the annual premium for these contingencies exceeds that portion attributable to other contingencies, if any,:

A. The cancellation provisions in the policy which are inconsistent with the following provisions are replaced by these provisions. All other cancellation provisions in the policy remain in force.

1. Cancellation for Non-payment of Premium

This policy may be cancelled by this Company at any time during the policy period for failure of the insured to discharge any obligation in connection with the payment of premiums on this policy of insurance on any installment of such premium, whether the premium is payable directly to the Company or its agent, or indirectly under any premium finance plan or extension of credit by mailing to the insured, at the mailing address shown in the policy, a written notice stating when, not less than 15 days thereafter, such cancellation shall be effective.

2. Cancellation of policies in effect for more than 60 days or a renewal policy.

Except with respect to nonpayment of premium as provided under paragraph above, after this policy has been in effect for 60 days or if this is a renewal policy issued by this Company, effective immediately, it may be cancelled by this Company by mailing to the insured at the mailing address shown in the policy, a written notice of cancellation at least ten days prior to the effective date of cancellation only for one or more of the following reasons:

(a) conviction of a crime arising out of acts increasing the hazard insured against;

(b) discovery of fraud or material misrepresentation in obtaining the policy or in the presentation of a claim thereunder;

(c) discovery of wilful or reckless acts or omissions increasing the hazard insured against;

(d) physical changes in the property insured occurring after issuance or last annual anniversary date of the policy which result in the property becoming uninsurable in accordance with the Company's objective, uniformly applied underwriting standards in effect at the time the policy was issued or last voluntarily renewed; or

(e) a determination by the Superintendent of Insurance that the continuation of the policy would violate or would place the Company in violation of Chapter 28 of the New York Insurance Law.

This provision shall apply to each and every coverage or limit afforded under this policy.

3. Conditional Continuation

If the Company has the right to cancel this policy, it may, in lieu of cancellation, condition the continuation of the policy upon a change of limits or elimination of any coverage not required by law by mailing to the insured, at the mailing address shown in the policy, a written notice stating when, not less than 20 days thereafter, such change of limits or elimination of coverage shall be effective.

B. The following provision is added:

Non-renewal of the Policy

This Company will not fail to renew or condition its renewal upon reduction of limits or elimination of any coverage unless a written notice of its intention is mailed to the insured at the mailing address shown in the policy, at least 45, but not more than 60 days prior to the expiration date of the policy. The Company will nonrenew or condition its renewal of the policy only as allowed by the laws of the State of New York.

The mailing of notice as aforesaid shall be sufficient proof of notice.

Delivery of such written notice by the Company shall be equivalent to mailing.

GL 21 04
(Ed. 07 66)

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Policy No. Endorsement No.

Named Insured

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following
COMPREHENSIVE GENERAL LIABILITY INSURANCE
SMP LIABILITY INSURANCE

EXCLUSION

(Completed Operations Hazard and Products Hazard)

It is agreed that such insurance as is afforded by the Bodily Injury Liability Coverage and the Property Damage Liability Coverage does not apply to bodily injury or property damage included within the Completed Operations Hazard or the Products Hazard.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Policy No. Endorsement No.

Named Insured

Additional Premium $ _____

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
SMP LIABILITY INSURANCE
STOREKEEPERS INSURANCE

ADDITIONAL INSURED
(Employees)

It is agreed that the "Persons Insured" provision is amended to include any employee of the **named insured** while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:

1. to **bodily injury** to (a) another employee of the **named insured** arising out of or in the course of his employment or (b) the **named insured** or, if the **named insured** is a partnership or joint venture, any partner or member thereof;
2. to **property damage** to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by (a) another employee of the **named insured** or (b) the **named insured**, or, if the **named insured** is a partnership or joint venture, any partner or member thereof.

Aetna
LIFE & CASUALTY

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PART

COMPREHENSIVE GENERAL LIABILITY INSURANCE

I. BODILY INJURY LIABILITY COVERAGE PROPERTY DAMAGE LIABILITY COVERAGE

The company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as damages because of

bodily injury or
property damage

to which this insurance applies, caused by an **occurrence**, and the company shall have the right and duty to defend any suit against the **insured** seeking damages on account of such **bodily injury** or **property damage**, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

(a) to liability assumed by the **insured** under any contract or agreement except an **incidental contract**; but this exclusion does not apply to a warranty of fitness or quality of the **named insured's products** or a warranty that work performed by or on behalf of the **named insured** will be done in a workmanlike manner;

(b) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of

(1) any **automobile** or aircraft owned or operated by or rented or loaned to any **insured**, or

(2) any other **automobile** or aircraft operated by any person in the course of his employment by any **insured**;

but this exclusion does not apply to the parking of an **automobile** on premises owned by, rented to or controlled by the **named insured** or the ways immediately adjoining, if such **automobile** is not owned by or rented or loaned to any **insured**;

(c) to **bodily injury** or **property damage** arising out of

(1) the ownership, maintenance, operation, use, loading or unloading of any **mobile equipment** while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or

(2) the operation or use of any snowmobile or trailer designed for use therewith;

(d) to **bodily injury** or **property damage** arising out of and in the course of the transportation of **mobile equipment** by an **automobile** owned or operated by or rented or loaned to any **insured**;

(e) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of

(1) any watercraft owned or operated by or rented or loaned to any **insured**, or

(2) any other watercraft operated by any person in the course of his employment by any **insured**;

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the **named insured**;

(f) to **bodily injury** or **property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

(g) to **bodily injury** or **property damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing, with respect to

(1) liability assumed by the **insured** under an **incidental contract**, or

(2) expenses for first aid under the Supplementary Payments provision;

(h) to **bodily injury** or **property damage** for which the **insured** or his indemnitee may be held liable

(1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or

(2) if not so engaged, as an owner or lessor of premises used for such purposes,

if such liability is imposed

(i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or

(ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

but part (ii) of this exclusion does not apply with respect to liability of the **insured** or his indemnitee as an owner or lessor described in (2) above;

(i) to any obligation for which the **insured** or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(j) to **bodily injury** to any employee of the **insured** arising out of and in the course of his employment by the **insured**, or to any obligation of the **insured** to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the **insured** under an **incidental contract**;

(k) to **property damage** to

(1) property owned or occupied by or rented to the **insured**,

(2) property used by the **insured**, or

(3) property in the care, custody or control of the **insured** or as to which the **insured** is for any purpose exercising physical control;

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to **property damage** (other than to **elevators**) arising out of the use of an **elevator** at premises owned by, rented to or controlled by the **named insured**;

(l) to **property damage** to premises alienated by the **named insured** arising out of such premises or any part thereof;

(m) to loss of use of tangible property which has not been physically injured or destroyed resulting from

(1) a delay in or lack of performance by or on behalf of the **named insured** of any contract or agreement, or

(2) the failure of the **named insured's products** or work performed by or on behalf of the **named insured** to meet the level of performance, quality, fitness or durability warranted or represented by the **named insured**;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the **named insured's products** or work performed by or on behalf of the **named insured** after such products or work have been put to use by any person or organization other than an **insured**;

(n) to **property damage** to the **named insured's products** arising out of such products or any part of such products;

(o) to **property damage** to work performed by or on behalf of the **named insured** arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the **named insured's products** or work completed by or for the **named insured** or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

(q) to **property damage** included within:

(1) the **explosion hazard** in connection with operations identified in this policy by a classification code number which includes the symbol "X",

(2) the **collapse hazard** in connection with operations identified in this policy by a classification code number which includes the symbol "C",

(3) the **underground property damage hazard** in connection with operations identified in this policy by a classification code number which includes the symbol "U".

II. PERSONS INSURED

Each of the following is an **insured** under this insurance to the extent set forth below:

(a) if the **named insured** is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the **named insured** with respect to the conduct of such a business;

(b) if the **named insured** is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(c) if the **named insured** is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

(d) any person (other than an employee of the **named insured**) or organization while acting as real estate manager for the **named insured**; and

(e) with respect to the operation, for the purpose of locomotion upon a public highway, of **mobile equipment** registered under any motor vehicle registration law,

(i) an employee of the **named insured** while operating any such equipment in the course of his employment, and

(ii) any other person while operating with the permission of the **named insured** any such equipment registered in the name of the **named insured** and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an **insured** under this paragraph (e) with respect to:

(1) **bodily injury** to any fellow employee of such person injured in the course of his employment, or

(2) **property damage** to property owned by, rented to, in charge of or occupied by the **named insured** or the employer of any person described in subparagraph (ii).

This insurance does not apply to **bodily injury** or **property damage** arising out of the conduct of any partnership or joint venture of which the **insured** is a partner or member and which is not designated in this policy as a **named insured.**

III. LIMITS OF LIABILITY

Regardless of the number of

(1) **insureds** under this policy,

(2) persons or organizations who sustain **bodily injury** or **property damage,** or

(3) claims made or suits brought on account of **bodily injury** or **property damage,**

the company's liability is limited as follows:

Bodily Injury Liability Coverage The total liability of the company for all damages, including damages for care and loss of services, because of **bodily injury** sustained by one or more persons as the result of any one **occurrence** shall not exceed the limit of **bodily injury** liability stated in the declarations as applicable to "each **occurrence**".

Subject to the above provisions respecting "each **occurrence**", the total liability of the company for all damages because of

(1) all **bodily injury** included within the **completed operations hazard** and

(2) all **bodily injury** included within the **products hazard** shall not exceed the limit of **bodily injury** liability stated in the declarations as "aggregate".

Property Damage Liability Coverage The total liability of the company for all damages because of all **property damage** sustained by one or more persons or organizations as the result of any one **occurrence** shall not exceed the limit of **property damage** liability stated in the declarations as applicable to "each **occurrence**".

Subject to the above provision respecting "each **occurrence**", the total liability of the company for all damages because of all **property damage** to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of **property damage** liability stated in the declarations as "aggregate".

(1) all **property damage** arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including **property damage** for which liability is assumed under any **incidental contract** relating to such premises or operations, but excluding **property damage** included in subparagraph (2) below;

(2) all **property damage** arising out of and occurring in the course of operations performed for the **named insured** by independent contractors and general supervision thereof by the **named insured,** including any such **property damage** for which liability is assumed under any **incidental contract** relating to such operations, but this subparagraph (2) does not include **property damage** arising out of maintenance or repairs at premises owned by or rented to the **named insured** or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(3) all **property damage** included within the **products hazard** and all **property damage** included within the **completed operations hazard.**

Such aggregate limit shall apply separately to the **property damage** described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the **named insured.**

Bodily Injury Property Damage Liability Coverage For the purpose of determining the limit of the company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **occurrence.**

IV. POLICY TERRITORY

This insurance applies only to **bodily injury** or **property damage** which occurs within the **policy territory.**

GL 00 32
(Ed. 4-84)

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Policy No. Endorsement No.

Named Insured

Additional Premium $ _____ Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE
STOREKEEPERS INSURANCE
SMP LIABILITY INSURANCE

Amendatory Endorsement

It is agreed that the exclusion relating to **bodily injury** to any employee of the **insured** is deleted and replaced by the following:

This insurance does not apply:

(i) to **bodily injury** to any employee of the **insured** arising out of and in the course of his employment by the **insured** for which the **insured** may be held liable as an employer or in any other capacity;

(ii) to any obligation of the **insured** to indemnify or contribute with another because of damages arising out of the **bodily injury**; or

(iii) to **bodily injury** sustained by the spouse, child, parent, brother or sister of an employee of the **insured** as a consequence of **bodily injury** to such employee arising out of and in the course of his employment by the **insured**;

This exclusion applies to all claims and suits by any person or organization for damages because of such **bodily injury** including damages for care and loss of services.

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

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IL 09 28
(Ed. 05-86)

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Policy No. Endorsement No.

Named Insured Countersigned by

(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

BUSINESS OWNERS POLICY
COMPREHENSIVE GENERAL LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
SMP LIABILITY INSURANCE
STOREKEEPERS INSURANCE

POLLUTION EXCLUSION

It is agreed that the exclusion relating to the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials, or other irritants, contaminants or pollutants is replaced by the following:

(1) to **bodily injury** or **property damage** arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:

(a) at or from premises owned, rented or occupied by the **named insured**;

(b) at or from any site or location used by or for the **named insured** or others for the handling, storage, disposal, processing or treatment of waste;

(c) which are at any time transported, handled, stored, treated, disposed of or processed as waste by or for the **named insured** or any person or organization for whom the **named insured** may be legally responsible; or

(d) at or from any site or location on which the **named insured** or any contractors or subcontractors working directly or indirectly on behalf of the **named insured** are performing operations:

(i) if the pollutants are brought on or to the site or location in connection with such operations; or

(ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants.

(2) to any loss, cost or expense arising out of any governmental direction or request that the **named insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

Pollutants means 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.

Subparagraphs (a) and (d) (i) of paragraph (1) of this exclusion do not apply to **bodily injury** or **property damage** caused by heat, smoke or fumes from a hostile fire. As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

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IMPORTANT POLICY CHANGE INFORMATION

(Please read carefully)

The "Pollution Exclusion" form accompanying your policy excludes bodily injury and property damage liability arising out of pollutants introduced at or from particular locations or through certain activities whether the introduction of pollutants is "sudden and accidental" or non-sudden and gradual. Specifically, pollution damages at or from the premises owned by or rented to the named insured or at or from any premises used for the handling, storage, disposal, etc., of waste are totally excluded. Pollution damages are also totally excluded if they result from the transportation or handling of waste in any manner. In addition, pollution damages arising out of any operations performed by or on your behalf to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants are totally excluded.

The revised pollution exclusion does not apply to damages arising out of the insured's products or completed operations, nor to other off-premises discharges of pollutants not specifically excluded.

FOR THE OWNERSHIP, MAINTENANCE OR USE OF COVERED AUTOS, coverage is restricted to discharge which are "sudden and accidental." In addition, to clarify intent, clean up costs and other associated or similar costs are specifically excluded.

These reductions and broadenings are outlined below.

REDUCTIONS	BROADENINGS
Sudden and accidental emissions of pollutants:	Non-sudden or gradual emissions of pollutants (other than waste);
— at or from insured premises:	— arising out of the products/completed operations hazard, or;
— at or from a site used for the handling, storage, disposal, processing or treatment of waste;	
— if the insured handles, transports, etc., the pollutant as waste;	— occurring away from insured premises in connection with ongoing operations if:
— if the pollutants are brought to a job site in connection with the operations being performed at that site; or	— the pollutants were **not** brought on the site in connection with operations, and
— if the operations involve the clean up, containment, etc., of the pollutants.	— operations do **not** involve the clean-up, containment, etc., of pollutants.

This notice describes the major features of the "Pollution Exclusion" form. For specific details of the actual exclusion, refer to the "Pollution Exclusion" form itself.

LIA 90092

(CC-5927) ED. 11-85

CAT. 690090
PRINTED IN U.S.A.

IMPORTANT POLICY CHANGE INFORMATION

(Please read carefully)

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The revised pollution exclusion does not apply to damages arising out of the insured's products or completed operations, nor to other off-premises discharges of pollutants not specifically excluded.

FOR THE OWNERSHIP, MAINTENANCE OR USE OF COVERED AUTOS, coverage is restricted to discharge which are "sudden and accidental." In addition, to clarify intent, clean up costs and other associated or similar costs are specifically excluded.

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— at or from a site used for the handling, storage, disposal, processing or treatment of waste;	
— if the insured handles, transports, etc., the pollutant as waste;	— occurring away from insured premises in connection with ongoing operations if:
— if the pollutants are brought to a job site in connection with the operations being performed at that site; or	— the pollutants were **not** brought on the site in connection with operations, and
— if the operations involve the clean up, containment, etc., of the pollutants.	— operations do **not** involve the clean-up, containment, etc., of pollutants.

This notice describes the major features of the "Pollution Exclusion" form. For specific details of the actual exclusion, refer to the "Pollution Exclusion" form itself.

LIA 90093

(CC-5927) ED. 11-85

CAT. 690090
PRINTED IN U.S.A.

GL 21 16
(Ed. 07 66)

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Policy No. 01 SM 1142593 FCA Endorsement No.

Named Insured

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE

EXCLUSION

(Malpractice and Professional Services)
(Form C)

It is agreed that with respect to any operation described below or designated in the policy as subject to this endorsement, the insurance does not apply to **bodily injury** or **property damage** due to the rendering of or failure to render any professional service.

Description of Operations:

OFFICE

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Policy No. 01 SM 1142593 PCA Endorsement No.

Named Insured

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE

AMENDMENT—LIMITS OF LIABILITY

(Single Limit)

(Individual Coverage Aggregate Limit)

SCHEDULE

Coverage	Limits of Liability
Bodily Injury Liability and Property Damage Liability	$ 500 ,000 each occurrence $ 500 ,000 aggregate

It is agreed that the provisions of the policy captioned **"LIMITS OF LIABILITY"** relating to Bodily Injury Liability and Property Damage Liability are amended to read as follows:

LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**, or (3) claims made or suits brought on account of **bodily injury** or **property damage**, the company's liability is limited as follows:

Bodily Injury Liability and Property Damage Liability:

(a) The limit of liability stated in the Schedule of this endorsement as applicable to "each **occurrence**" is the total limit of the company's liability for all damages including damages for care and loss of services because of **bodily injury** and **property damage** sustained by one or more persons or organizations as a result of any one **occurrence**, provided that with respect to any **occurrence** for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility under the provisions of the Motor Vehicle Financial Responsibility Law of any state or province such limit of liability shall be applied to provide the separate limits required by such law for Bodily Injury Liability and Property Damage Liability to the extent of the coverage required by such law, but the separate application of such limit shall not increase the total limit of the company's liability.

(b) Subject to the above provision respecting "each **occurrence**", the total liability of the company for all damages because of all **bodily injury** and **property damage** which occurs during each annual period while this policy is in force commencing from its effective date and which is described in any of the numbered subparagraphs below shall not exceed the limit of liability stated in the Schedule of this endorsement as "aggregate":

(1) all **property damage** arising out of premises or operations rated on a remuneration basis or Contractor's equipment rated on a receipts basis, including **property damage** for which liability is assumed under any **incidental contract** relating to such premises or operations, but excluding **property damage** included in subparagraph (2) below;

(2) all **property damage** arising out of and occurring in the course of operations performed for the **named insured** by independent contractors and general supervision thereof by the **named insured**, including any such **property damage** for which liability is assumed under any **incidental contract** relating to such operations, but this subparagraph (2) does not include **property damage** arising out of maintenance or repairs at premises owned by or rented to the **named insured** or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(3) if Products—Completed Operations insurance is afforded, all **bodily injury** and **property damage** included within the **completed operations** hazard and all **bodily injury** and **property damage** included within the products hazard;

(4) if Contractual Liability Insurance is afforded, all **property damage** for which liability is assumed under any contract to which the Contractual Liability Insurance applies.

Such aggregate limit shall apply separately:

(i) to the **property damage** described in subparagraphs (1) and (2) and separately with respect to each project away from premises owned by or rented to the **named insured**;

(ii) to the sum of the damages for all **bodily injury** and **property damages** described in subparagraph (3); and

(iii) to the **property damage** described in subparagraph (4) and separately with respect to each project away from premises owned by or rented to the **named insured**.

(c) For the purpose of determining the limit of the company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general condition shall be considered as arising out of one **occurrence**.

PERSONAL INJURY LIABILITY INSURANCE

PI

The **company**, in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein, agrees with the **named insured** as follows:

SCHEDULE

The insurance afforded is only with respect to **personal injury** arising out of an offense included within such of the following groups of offenses as are indicated by specific premium charge or charges.

GROUPS OF OFFENSES	LIMITS OF LIABILITY	ADVANCE PREMIUM
A. False Arrest, Detention or Imprisonment, or Malicious Prosecution	$ 500,000 aggregate	$ I
B. Libel, Slander, Defamation or Violation of Right of Privacy		$ N
C. Wrongful Entry or Eviction or Other Invasion of Right of Private Occupancy	**Insured's** Participation NIL %	$ C L
Minimum Premium $ INCL	TOTAL ADVANCE PREMIUM ►	$ INCL
☐ An "X" in this block indicates that Exclusion (c) does not apply to this insurance.		

I. PERSONAL INJURY LIABILITY COVERAGE.

The **company** will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as **damages** because of injury (herein called **"personal injury"**) sustained by any person or organization and arising out of one or more of the following offenses committed in the conduct of the **named insured's** business:

Group A—False arrest, detention or imprisonment, or malicious prosecution;

Group B—the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the **named insured;**

Group C—wrongful entry or eviction, or other invasion of the right of private occupancy;

if such offense is committed during the policy period within the United States of America, its territories or possessions, or Canada, and the **company** shall have the right and duty to defend any suit against the **insured** seeking **damages** on account of such **personal injury** even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the **company** shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the **company's** liability has been exhausted by payment of judgments or settlements.

Exclusions.

This insurance does not apply:

(a) to liability assumed by the **insured** under any contract or agreement;

(b) to **personal injury** arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of any **insured;**

(c) to **personal injury** sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the **named insured;** but this exclusion shall be inapplicable if so indicated in the schedule;

(d) to **personal injury** arising out of any publication or utterance described in Group B, if the first injurious publication or utterance of the same or similar material by or on behalf of the **named insured** was made prior to the effective date of this insurance;

(e) to **personal injury** arising out of a publication or utterance described in Group B concerning any person, organization or business enterprise, or his or its products or services, made by or at the direction of any **insured** with knowledge of the falsity thereof.

II. PERSONS INSURED.

Each of the following is an **insured** under this insurance to the extent set forth below:

(a) if the **named insured** is designated in the declarations as an individual, the person so designated and his spouse;

(b) if the **named insured** is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(c) if the **named insured** is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to **personal injury** arising out of the conduct of any partnership or joint venture of which the **insured** is a partner or member and which is not designated in this policy as a **named insured.**

III. LIMITS OF LIABILITY; INSURED'S PARTICIPATION.

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **personal injury,** or (3) claims made or suits brought on account of **personal injury,** the total liability of the company's liability under this coverage for all **damages** shall not exceed the limit of **personal injury** liability stated in the schedule as "aggregate".

If a participation percentage is stated in the schedule for the **insured,** the **company** shall not be liable for a greater proportion of any loss than the difference between such percentage and one hundred percent and the balance of the loss shall be borne by the **insured;** provided, the **company** may pay the **insured's** portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the **named insured** shall promptly reimburse the **company** therefor.

IV. ADDITIONAL DEFINITION.

When used in reference to this insurance:

"damages" means only those damages which are payable because of **personal injury** arising out of an offense to which this insurance applies.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective — Policy No. 01 SM 1142593 FCA — Endorsement No.

Named Insured

Additional Premium $ — Return Premium $

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by _____
(Authorized Representative)

LENDER'S LOSS PAYABLE CLAUSE

CF 12 19
(Ed. 05 77)

COMPANY	POLICY NO.	AGENCY
AETNA C & S	01 SM 1142593 FCA	NYC

Loss, if any, under this policy shall be payable to UNIVERSAL COMMUNICATION SYSTEM INC.
whose address is 1401 MUNICIPAL ROAD, ROANOKE, VIRGINIA
as lender, mortgagee, or trustee, as interest may appear.

It is understood that the lender, mortgagee or trustee now has or will acquire from time to time an insurable interest in certain property insured under this policy as established by warehouse receipts, bills of lading, documentary or other written evidence.

This insurance, solely as to the interest therein of the lender, mortgagee or trustee, shall not be impaired or invalidated by any act or neglect of the borrower, mortgagor or owner of the within described property except as provided in the last paragraph hereof, nor by any change in the title or ownership of the property, nor by the occupation of the premises wherein such property is located for purposes more hazardous than are permitted by this policy; provided that in case the borrower, mortgagor or owner shall neglect to pay any premium due under this policy the lender, mortgagee or trustee shall, on demand, pay the same.

Provided, also, that the lender, mortgagee or trustee shall notify this Company of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of said lender, mortgagee or trustee, and unless permitted by this policy, it shall be noted thereon and the lender, mortgagee or trustee shall, on demand, pay the premium for such increased hazard for the term of the use thereof; otherwise this policy shall be null and void.

This Company reserves the right to cancel this policy at any time as provided by its terms, but in such case this policy shall continue in force for the benefit only of the lender, mortgagee or trustee for ten days after notice to the lender, mortgagee or trustee of such cancellation and shall then cease, and this Company shall have the right, on like notice, to cancel this agreement.

Whenever this Company shall pay the lender, mortgagee or trustee any sum for loss or damage under this policy and shall claim that, as to the borrower, mortgagor or owner, no liability therefor existed, this Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the debt, or may, at its option, pay the lender, mortgagee or trustee, the whole principal due or to grow due on the debt with interest, and shall thereupon receive a full assignment and transfer of the debt and of the mortgage and of all such other securities as evidence the interest of the lender, mortgagee or trustee in the within described property; but no subrogation shall impair the right of the lender, mortgagee or trustee to recover the full amount of its claim against the borrower, mortgagor or owner.

All the other terms and conditions of the policy to which this Endorsement is attached and of which it is a part, remain unchanged, which other terms and conditions include the limit(s) of liability named in the policy and the conditions of any Value Reporting, Full Reporting, Total Insurance, Coinsurance, Reduced Rate Contribution or Average Clauses incorporated therein or attached thereto.

This Endorsement must be attached to Change Endorsement when issued after the Policy is written.

SCHEDULE PAGE NO. 2 (CONTINUED)

	AMT. OF INS.
'ORK, NY 10017	
).305288	36.
MERA 3486602 SCHNEIDER KREUZNACH, TELE-XENAR	55.
'BATTERY CAPACITOR CARTRIDGE AND CONNECTING CORDS	26.
: EXA, 1 SERIES VI ADAPTER RING FOR RICHOFLEX	
ES VI XI FILTERS	12.
MSTRIP PROJECTOR W/5" LENS AND CARRYING CASE	89.
286773 35MM W/HAZE AND YELLOW FILTERS AND LEATHER	100.
S.NO.1757074	22.

ned companies, forms a part of the policy to which attached, effective on the inception date of the

quired only when this endorsement is issued subsequent to preparation of policy.)

Policy No. 01SM1142593 FCA Endorsement No.

Return Premium $	BI	PD
In Advance $	$	
1st Anniv. $	$	
2nd Anniv. $	$	

npany
pany

Countersigned by _____
(Authorized Representative)

CAT. 439789
PRINTED IN U.S.A.

LIA 90098

SCHEDULE PAGE NO. 1

LOC.NO.1 - 292 MADISON AVE., NEW YORK, NY 10017

CAMERAS	AMT. OF INS.
1. ONE AUTOMATIC ROLLEIFLEX CAMERA SER.NO.1066344 W. CARL ZEISS TESSAR F. 3.5, 7.5 CM LENS NO. 3029498 IN COMPUR-RAP ID-SHUTTER, COMPLETE W/EVEREADY CASE, FILTERS & SUNSHADE	310.
2. ONE NORWOOD IDIRECTOR EXPOSURE METER MODEL B, SER.NO.34873 COMPLETE W/EVEREADY CASE PHOTODISK AND PHOTOGRID	38.
3. ONE EASTMAN-KODAK KODASLIDE PROJECTOR, MODEL 2-A W/5" LENS W/CARRYING CASE AND KODASLIDE CHANGER	60.
4. ONE DIA GADG-IT BAG MODEL C-907	22.
5. KODACHROME SLIDES NEGATIBES FILMS AND PRINTS	100.
6. ONE EASTMAN-KODAK CAMERA NO.3 POCKET KODAK W/LEATHER CASE	60.
7. ONE PHOTOMETER MODEL 735 NO.575015 LEATHER CASE	25.
8. ONE DELINEASCOPE (SPENCER LENS CO) MODEL D NO.28901	43.
9. MISCELLANEOUS EQUIPMENT	80.
10. ONE EASTMAN-KODAK-KODASLIDE TABLE VIEWER, MODEL A	95.
11. ONE BENNETT AND JAFFE CASE FOR VIEWER	29.
12. ONE AUTOMATIC ROLLEIRFLEX NO.1141751 EQUIPPED W/SCHNEIDER-XENARY F.35 LENS NO.2271641 W/CASE	235.
13. ONE ROLLEIKIN 35MM ADAPTER FOR ABOVE CAMERA	32.
14. DIAMOND GADG-IT BAG, MODEL 09072725	27.
15. ONE LENS ADAPTER AND SUNSHADE	5.
16. ONE EXA CAMERA S NO.213936 W/A W/2.0 LENS NO.826610 COMPLETE W/CASE	100.
17. ONE EXA TRIPOD FOR EXA CAMERA	20.
18. ONE RICHOHFLEX CAMERA MODEL VI SER.NO.157216 W/RICHOH ANASTIGMAT F.3.5 80MM LENS NO.157216C	50.

-- (CONTINUED) --

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective | Policy No. 01SM1142593FCA | Endorsement No.

Named Insured

Additional Premium $ | Return Premium $

	BI	PD
In Advance $	$	
1st Anniv. $	$	
2nd Anniv. $	$	

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by _____
(Authorized Representative)

0455-B) 12-73

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LIA 90099

GENERAL SCHEDULE—SECTION II

SMP LIABILITY INSURANCE

MP 99 91
(Ed. 07 77)

ption of Hazards and Locations

The rating classifications herein, except as specifically provided elsewhere, do not modify any of the provisions of the policy.	Code No.	Premium Bases †	Rates		Advance Premiums	
			*B.I.	P.D.	*B.I.	P.D.
Premises—Operations		(a) Area (Sq. Ft.) (b) Frontage (c) Remuneration	(a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per $100 of Remuneration		*For SMP Liability Insurance Form Single Limit, Use B.I. Column. Include Premium for Premises Medical Payment Insurance in B.I. Column.	
Escalators		(d) Number Insured	(d) Per Landing			
) Independent Contractors—Let or Sublet Work		(e) Cost	(e) Per $100 of Cost			
) Completed Operations		(f) Receipts	(f) Per $1,000 of Receipts			
) Products		(g) Sales	(g) Per $1,000 of Sales			
		H) FLAT				
LOC.NO.1 - BLDG.NO.1						
A) OFFICE	65121S	A) 1000	20.147	INCL.	INCL.	INCL.
A) PERSONAL INJURY	99980	A) 1000	2.007	-	INCL.	-
A) EMPLOYEE AS ADDITIONAL INSURED	11111	H) FLAT	-	-	INCL.	INCL.
NON OWNED AUTO	6601	10 EMPLOYEES	35.250	INCL.	INCL.	INCL.
HIRED AUTO	6619	IF ANY	.940	INCL.	INCL.	INCL.

†Describe premium basis, if other than stated.