

AMERICAN NATIONAL LLOYDS INSURANCE COMPANY

INVESTOR PROPERTY
GENERAL CHANGE ENDORSEMENT

An "X" placed in a box below indicates a change has been made to the policy.

- 1. **Named Insured** is changed to:
- 2. **Named Insured's** address is changed to:
- 3. **Policy Period – Effective Date:** June 1, 2019 **Expiration Date:** June 1, 2020
12:01 a.m. Standard Time at the address of the Named Insured as stated herein.
- 4. It is hereby understood and agreed that in consideration of applicable premium, the deductible provision of the Investor Property Master Policy is amended as follows:
The Theft and Vandalism and Malicious Mischief deductible has changed from \$15,000 to \$10,000.
- 5. The Rate(s) are changed as follows:
- 6. The maximum limit of liability is changed as follows:
- 7. Policy Forms and/or Endorsements are changed as follows:
Updated policy forms are attached and supersede all previously issued versions. Forms were revised to remove reference to the "Credit Insurance Division". No material changes were made.
- 8. Other:

ALL OTHER PROVISIONS OF THIS POLICY REMAIN UNCHANGED.

COMPLETE ONLY WHEN THIS ENDORSEMENT IS ADDED AFTER ISSUANCE OF THE POLICY.		
POLICY NUMBER	NAMED INSURED	EFFECTIVE DATE
1518060100	Stateside APM	June 1, 2019

AMERICAN NATIONAL LLOYDS INSURANCE COMPANY

**INVESTOR PROPERTY DECLARATIONS
PENNSYLVANIA**

Policy Number: 1518060100 **RENEWAL: 06/01/2019**

Named Insured:	Stateside APM	Surplus Lines Agent Name:	Gary Dudley
Mailing Address:	6445 Citation Dr., Ste. F Clarkston, MI 48346	Mailing Address:	9311 San Pedro, Ste. 600 San Antonio, TX 78216
		License Number:	415613

POLICY PERIOD		Southwest Business Corporation	
Effective Date:	June 1, 2019	Expiration Date:	June 1, 2020
12:01 A.M. Local Standard Time at the address of the Named Insured		Producing Agent Name:	Insurance Services
		Mailing Address:	9311 San Pedro, Ste. 600 San Antonio, TX 781216
		Agent Number:	S27586

COVERAGE TYPE	MAXIMUM LIMIT OF LIABILITY	DEDUCTIBLE	PREMIUM/RATE
Residential	UP TO \$5,000,000	See Schedule	See Schedule
Commercial	UP TO \$5,000,000	See Schedule	See Schedule

Coverage The insurance afforded is only with respect to such of the described coverages as are indicated by a specific premium charge or charges. The limit of our liability, deductible, rate and premium applicable to each such coverage shall be as stated herein, subject to all the terms of this Declarations having referenced thereto.

Property Insured Coverage applies only to eligible real properties upon which you have requested we provide coverage, for which you have paid a premium, and in which you have an insurable interest as the investor or investor group. This insurance does not cover land.

Coverages Provided All coverages, terms and conditions for are set forth in the Investor Property Master Policy and in all attached policy forms.

Limit of Liability The maximum limit of liability applicable to all eligible real properties insured under this policy is stated above, subject to all policy terms and conditions.

SURPLUS LINES TAXES, FEES, SURCHARGES AND ASSESSMENTS

Surplus Lines Premium Tax:	3.00%
Surplus Lines Stamping Fee:	\$20 per policy
Policy Fee:	\$300

Surplus Lines Disclosure **The insurer which has issued this insurance is not licensed by the Pennsylvania Insurance Department and is subject to limited regulation. This insurance is NOT covered by the Pennsylvania Property and Casualty Insurance Guaranty Association.**

Policy Forms & Endorsements

- Investor Property Master Policy
- Investor Property Residential Property Policy Form
- Investor Property Commercial Property Policy Form
- Wind, Hail & Hurricane Deductible Endorsement
- TRIA Coverage Endorsement
- Service of Suit Endorsement
- Coinsurance Valuation Endorsement

Maximum Term per each Certificate of Insurance – 12 Months

Named Insured recognition:
Owners of the reported properties are hereby added as an Additional Named Insured and/or Mortgagee as their interests may appear. Their insurance interest ends when the property is sold.

**INVESTOR PROPERTY
Excess & Surplus Lines Rate Schedule
Stateside APM**

Surplus Lines Residential & Commercial Property Rates & Deductibles*

PROPERTIES IN PUERTO RICO AND THE U.S. VIRGIN ISLANDS ARE NOT COVERED UNDER THIS POLICY.

Residential Property Rates

\$0.40 Per \$100 All States (Except as Listed Below)

\$1.16 Per \$100 Florida

\$0.93 Per \$100 Tier 1 Counties in AL, LA, MS, and TX

\$0.70 Per \$100 Tier 1 Counties in GA, SC and NC

\$0.70 Per \$100 Hawaii

Commercial Property Rates

\$1.08 Per \$100 All States (Except as Listed Below)

\$1.84 Per \$100 Florida

\$1.61 Per \$100 Tier 1 Counties in AL, LA, MS and TX

\$1.38 Per \$100 Tier 1 Counties in GA, SC and NC

\$1.38 Per \$100 Hawaii

Deductibles (Per Location/Per Occurrence)

All Other Perils – Excluding Theft, Vandalism & Malicious Mischief AND Windstorm, Hail or Hurricane

Residential & Commercial Property \$2,500

Theft, Vandalism & Malicious Mischief Deductible

Residential & Commercial Property \$10,000

Windstorm, Hail or Hurricane Deductibles

1. The deductible shall be the greater of 5% of the scheduled value or \$5,000 for residential and commercial properties located in Hawaii and in Tier 1 counties in AL, FL, GA, LA, MS, NC, SC and TX (including Harris and Tarrant Counties in Texas).

The deductible shall be the greater of 2% of the scheduled value or \$2,500 for residential and commercial properties located in remaining Florida counties.

The deductible shall be the greater of 1% of the scheduled value or \$2,500 for residential and commercial properties located in remaining counties in all other states listed above.

2. The deductible shall be the greater of 2% of the scheduled value or \$2,500 for residential properties located in Oklahoma.

The deductible shall be the greater of 5% of the scheduled value or \$2,500 for commercial properties located in Oklahoma.

3. The deductible shall be \$2,500 for residential and commercial properties located in all other States/counties not specifically mentioned above.

Territory Definitions

Tier 1 counties are defined as those counties which are contiguous with the Gulf of Mexico and/or the Atlantic Ocean in the states covered under this policy (including Harris and Tarrant Counties in Texas).

**Plus Surplus Lines Premium Taxes and Fees*

**AMERICAN NATIONAL LLOYDS INSURANCE COMPANY
INVESTOR PROPERTY MASTER POLICY**

INSURING AGREEMENT

We will provide the insurance described in this Policy in return for the premium and compliance with all applicable provisions of this Policy. Coverage shall apply to all residential and commercial property for which a specific request for coverage is received from you in accordance with procedures herein defined.

DEFINITIONS

Throughout this Policy:

- A. "You" and "your" refer to the Investor or Investor Group shown in the Policy Declarations as the Named Insured.
- B. "We", "us" and "our" refer to the Company providing this insurance.
- C. "Policy" shall include the Investor Property Master Policy and all coverage forms and endorsements attached.

GENERAL PROVISIONS

- A. **Term:** Coverage shall apply to each insured property from the effective date requested by you upon payment of premium. If the property afforded insurance by this Policy is also covered by other insurance terminating at noon on the inception date of our coverage, insurance under this Policy shall not become effective until such other insurance has terminated
- B. **Property Insured:** Coverage applies only to eligible properties upon which you have requested we provide coverage, for which you have paid a premium and in which you have an insurable interest as the Investor or Investor Group.
 - 1. Residential - Buildings used exclusively for personal family housing purposes for 1 to 4 families.
 - 2. Commercial - Buildings used for multi-family housing purposes for 5 or more families, small businesses and all other occupancies.
 - 3. Business Personal Property - Business Personal Property is eligible for coverage if a limit and premium are shown in in the Declarations page.
- C. **Coverage Provided:** This Policy insures against direct physical loss or damage to insured property. All coverages, terms and conditions for residential property are as set forth in this Investor Property Master Policy and the attached Residential Property Policy Form. All coverages, terms and conditions for commercial property are as set forth in this Investor Property Master Policy and the attached Commercial Property Policy Form.
- D. **Limits of Recovery:** Our liability shall not exceed the least of the following after application of the deductible stated in this Policy:
 - 1. The amount stated on the policy declarations for each location of residential and commercial property insured by this policy.
 - 2. The amount of insurance specifically requested in your application for coverage under this Policy.
 - 3. The settlement options stated in Residential Property Policy Form applicable to residential property and Commercial Property Policy Form applicable to commercial property attached to this Policy.
- E. **Deductible:** For each loss covered under this Policy, we shall be liable for loss only in excess of the appropriate deductible specified on the Declarations page which shall not be recoverable under this Policy.
- F. **Other Insurance:** THIS INSURANCE IS EXCESS INSURANCE. If there is any other valid and collectible insurance which would attach if the insurance provided under this Policy had not been effected, this insurance shall apply only as excess insurance and in no event as contributing insurance, and then only after all other insurance has been exhausted.
- G. **Loss Payable:** Loss, if any, shall be made payable to you as your interest appears.
- H. **Salvage and Recoveries:** When, in connection with any loss covered by this Policy, any salvage or recovery is received subsequent to the payment of such loss, the loss shall be refigured on the basis on which it would have been settled had the amount of salvage or recovery been known at the time the amount of loss was originally determined. Any amounts thus found to be due any party shall be promptly paid.

- I. **Inspection and Audit:** We shall be permitted at all reasonable times to inspect the insured property and to examine your books and records at any time during the term of this Policy. Within one year after final settlement of any claim, we shall be permitted at all reasonable times to examine your books and records so far as the books and records relate to any payments made because of losses happening during the term of this Policy. We waive no rights and undertake no responsibility by reason of such inspection or examination or the omission thereof.

We shall also be permitted at all reasonable times to audit your records to verify the number of existing properties for which coverage has been requested.

- J. **Reinstatement:** A loss to the property reduces the Limits of Recovery by the amount of the loss. Upon repair or replacement of the property, the Limits of Recovery will return to their original amount.

- K. **Request for Coverage:** When you desire coverage on any real property in which you have an insurable interest, you will request insurance by providing us with the following information: loan number, property ID number, address of property to be insured, class of property, effective date and amount of insurance requested. Coverage shall automatically become effective upon receipt of request for coverage and payment of premium and shall remain in force until terminated by either you or us.

L. **Cancellation and Nonrenewal:**

1. You may cancel coverage on any individual location by notifying us of the desired effective date of cancellation but no more than 120 days prior to the date of notification to us, without approval of the company.
2. You may cancel this policy at any time by returning it to us or by notifying us in writing of the date cancellation is to take effect, but no more than 120 days prior to the date of notification to us, without the approval of the company.
3. We may cancel this Policy or coverage on an individual location by giving you at least 30 days advance written notice of the date cancellation is to take effect, with the exception of cancellation for nonpayment of premium which shall be a minimum of 10 days advance written notice.
4. Cancellation shall be processed immediately and any return premiums shall be reflected in the next monthly report and premium billing. The return premium will be pro-rata.
5. Cancellation of this policy by either you or us will not affect coverage on any individual location insured under this policy. Coverage on individual locations shall remain in force until expiration unless sooner cancelled.
6. We may elect not to renew this Policy. We may do so by delivery to you or mailing to you at your mailing address shown in the Declarations, written notice at least 30 days before the expiration date of this Policy. Proof of mailing shall be sufficient proof of notice. Our failure to send such a notice within the time prescribed obligates us to renew coverages if you pay the premium before the expiration date.

- M. **Reports and Premium Billings:** Within 10 days of the last day of each month, you will provide a complete listing of all properties upon which coverage is provided showing loan number, property ID number, address of insured property, class of property, coverage effective date, amount of insurance requested, cancellation date (if applicable). If you are required to calculate premium, payment of total net premium is due and payable with this report.

- N. **Concealment and Fraud:** This entire Policy is void if you have intentionally concealed or misrepresented any material fact or circumstance relating to any aspect of this insurance or acted fraudulently or made false statements relating to any aspect of this insurance, whether before or after a loss. Such acts or act by you will bar recovery by any person except as provided in this Policy with respect to your interest.

- O. **You and the Tenant's Duties After Loss:** In case of a loss to which this insurance may apply, you and the tenant shall see that the following duties are performed:

1. Give us immediate written notice;
2. Protect the property from further damage, making necessary and reasonable repairs to protect the property, and keep an accurate record of repair expenditures. If you or the tenant fail to do so, we will not pay for any further damage. We will not reimburse for the costs of repairs unless records and receipts are provided;
3. Make a list of all damaged or destroyed property showing in detail quantities, costs, actual cash value, amount of loss claimed and any other information we may require. Attach all bills, receipts and related documents that substantiate the figures in the list;
4. Send to us within 60 days after loss the above list and a proof of loss signed and sworn to by you, including:
 - a) the time and cause of loss;
 - b) the interest of you, the tenant and all others in the property;
 - c) all encumbrances on the property;
 - d) other insurance which may cover the loss;
 - e) changes in title, use occupancy or possession of the property; and
 - f) if required, any plans and specifications of the damaged buildings.

5. Exhibit the damaged property to us or our representative as often as may be required;
6. As often as we may require, submit to examinations under oath by any person named by us and sign the transcript of the examinations;
7. Produce for examination, with permission to copy, all records and documents that we may require;
8. In the event of a loss by theft, vandalism or malicious mischief, report the occurrence to the police immediately.

P. **Loss Settlement:** Covered Property Losses are settled as follows:

1. Residential

- a) Other Structures that are not buildings at actual cash value at the time of loss but not exceeding the amount necessary to repair or replace;
- b) Roofs (except for fire peril), carpeting, domestic appliances, awnings, outdoor equipment, whether or not attached to buildings, and outdoor antennas, at actual cash value at the time of loss but not exceeding the amount necessary to repair or replace;
- c) Buildings under **Coverage A or B:**
 - 1) At repair or replacement cost without deduction for depreciation, but not exceeding the smaller of the following amounts:
 - a. the repair or replacement cost of that part of the building damaged using commonly used building materials to place the property in a habitable condition for use on the same premises; or
 - b. the amount actually and necessarily spent to repair or replace the damaged building.
 - 2) If you decide not to repair or replace the damaged property, at our option, we may make settlement on an actual cash value basis. You may make claim within 180 days after the loss for any additional payment on a repair or replacement cost basis.

2. Commercial

- a) All property except tenant's Improvements and Betterments at actual cash value except as provided below or by endorsement.
- b) Tenant's Improvements and Betterments:
 - 1) If repaired or replaced at the expense of you or the tenant within a reasonable time after loss, the actual cash value of the damaged or destroyed improvements and betterments limit.

If not repaired or replaced at the expense of you or the tenant within a reasonable time after loss, that proportion of the original cost at the time of installation of the 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 date such improvements or betterments

Q. **Loss to a Pair, Set, Series of Objects or Interior or Exterior Panels:** In case of loss to a pair or set we may elect to:

1. Repair or replace any part to restore the pair or set to its value before the loss; or
2. Pay the difference between actual cash value of the property before and after the loss.

We cannot guarantee the availability of parts or of replacements. We will not be obligated to repair or replace the entire pair, set or series of objects, piece or panel when a part is lost or damaged.

R. **Glass Replacement:** Covered loss to glass shall be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

S. **Appraisal:** If you fail to agree with us on the amount of loss, an appraisal of the loss may take place. In order for the appraisal procedure to take place, both parties must agree to appraisal and to be bound by the results of that appraisal. Once both parties agree to an appraisal, each party will choose a competent appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If the appraisers cannot agree on an umpire within 15 days, either party may request that the choice be made by a judge of a court of record in the state where the **property** is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report

of an agreement to us, the amount agreed upon shall be the amount of the loss. If they fail to agree, they will submit their difference to the umpire. A decision agreed to by any two will set the amount of loss.

Each party will:

- (1) pay its own appraiser; and
- (2) bear the other expenses of the appraisal and umpire equally.

- T. **Subrogation.** You may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us. If an assignment is sought, you shall sign and deliver all related papers and cooperate with us in any reasonable manner.
- U. **Suit Against Us.** No action can be brought against us unless there has been full compliance with all of the terms under this policy and the action is started within two years after the date of loss.
- V. **Abandonment of Property:** We need not accept any property abandoned by you or others.
- W. **No Benefit to Bailee:** We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of this policy.
- X. **Liberalization Clause:** If we adopt any revision which would broaden the coverage under this Policy without additional premium within 60 days prior to or during the Policy period, the broadened coverage will immediately apply to this Policy.
- Y. **Waiver or Change of Policy Provisions:** A waiver or change of any provision of this Policy must be in writing by us to be valid.
- Z. **Assignment:** Assignment of this Policy shall not be valid unless we give our written consent.
- AA. **Your Interest:** Your interest will not be impaired by any act or neglect of the tenant, provided you:
 1. Notify us of any change in occupancy, ownership, or substantial change in risk as soon as you become aware of such change; and
 2. Pay any premium when due under this Policy.

Subrogation will not impair your right to recover the full amount of your claim.

BB. Nuclear Hazard Clause:

1. "Nuclear Hazard" means any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or how ever caused, or any consequence of any of these.
2. Loss caused by the nuclear hazard shall not be considered loss caused by fire, explosion or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against.
3. This Policy does not apply to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

CC. Our Option:

We may at our option replace the property with property of similar kind, quality and value. If as the result of your loss we pay in cash or by replacement an amount equal to the actual cash value of the property before the loss, at our option, we have the right to take legal title to the property.

IN WITNESS WHEREOF, this Company has caused this policy to be signed by Authorized Officers.



Authorized Officer



Authorized Officer

**AMERICAN NATIONAL LLOYDS INSURANCE COMPANY
INVESTOR PROPERTY
RESIDENTIAL PROPERTY POLICY FORM**

AGREEMENT

We will provide the insurance described in this Policy in return for the premium and compliance with all applicable provisions of this Policy. This Residential Property Policy Form is attached to and forms part of the Investor Property Master Policy.

DEFINITIONS

- A. Throughout this Policy, "you" and "your" refer to the Named Insured shown in the Declarations. "We", "us" and "our" refer to the Company providing this insurance.
- B. "Dwelling" means any building used exclusively for personal family housing purposes for 1 to 4 families.

COVERAGES

This insurance applies to the requested location. This insurance does not cover land.

A. COVERAGE A - DWELLING

We cover:

- 1. the dwelling on the requested location, used principally for dwelling purposes;
- 2. structures attached to the dwelling;
- 3. materials and supplies on or adjacent to the requested location for use in the construction, alteration or repair of the dwelling or Other Structures on this location; and
- 4. building equipment and outdoor equipment used for the service of and located on the requested location.

B. COVERAGE B - OTHER STRUCTURES

We cover Other Structures on the requested location, separated from the dwelling by clear space. Structures connected to the dwelling by only a fence, utility line or similar connection, are considered to be Other Structures. You may use up to 10% of the Coverage A Limit of Recovery for loss by a Peril Insured Against to Other Structures described in this Coverage B. Payment under this coverage reduces the Coverage A Limit of Recovery.

We do not cover structures:

- 1. used in whole or in part for commercial, manufacturing or farming purposes; or
- 2. rented to or held for rental for any person not a tenant of the dwelling, unless used solely as a private garage; or
- 3. such as fences, satellite dishes, antennas, or radio and television towers separated from the dwelling.

C. OTHER COVERAGES

- 1. **Debris Removal** - We will pay the reasonable expenses incurred for the removal of debris from a property loss covered by this Policy. Payment under this coverage reduces the Limit of Recovery applying to the damaged property. This coverage does not increase the limit of liability that applies to the damaged covered property.
- 2. **Reasonable Repairs**
 - a. In the event that covered property is damaged by a Peril Insured Against, we will pay the reasonable cost incurred by you for necessary measures taken solely to protect against further damage.
 - b. If the measures taken involve repair to other damaged property, we will pay for those measures only if that property is covered under this Policy and the damage to that property is caused by a Peril Insured Against. This coverage does not:

- (1) Increase the limit of liability that applies to the covered property; or
- (2) Relieve you of your duties, in case of a loss to covered property, as set forth in General Provisions, You and the Tenant's Duties After Loss.

c. This coverage does not increase the limit of liability that applies to the damaged covered property.

3. Collapse

a. With respect to this Other Coverage:

- (1) Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its current intended purpose.
- (2) A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse.
- (3) A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building.
- (4) A building or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

b. We insure for direct physical loss to covered property involving collapse of a building or any part of a building if the collapse was caused by one or more of the following:

- (1) The Perils Insured Against;
- (2) Decay that is hidden from view, unless the presence of such decay is known to you prior to collapse;
- (3) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to you prior to collapse;
- (4) Weight of contents, equipment, animals or people;
- (5) Weight of rain which collects on a roof; or
- (6) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

c. Loss to an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under **b.(2)** through **(6)** above unless the loss is a direct result of the collapse of a building or any part of a building.

d. This coverage does not increase the limit of liability that applies to the damaged covered property.

4. Ordinance Or Law

a. The Ordinance Or Law limit of liability shall be limited to 10% of the Coverage **A** limit of liability that applies at each Described Location. This coverage shall apply with respect to the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:

- (1) The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
- (2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
- (3) The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.

b. You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in **a.** above.

c. We do not cover:

- (1) The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or
- (2) The costs to comply with any ordinance or law which requires you or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants in or on any covered building or other structure.

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.

- d. This coverage does not increase the limit of liability that applies to the damaged covered property.

PERILS INSURED AGAINST

COVERAGE A DWELLING & COVERAGE B OTHER STRUCTURES

A. Coverage A – Dwelling And Coverage B – Other Structures

1. We insure against risk of direct physical loss to property described in Coverages A and B.
2. We do not insure, however, for loss:
 - a. Excluded under General Exclusions;
 - b. Involving collapse, except as provided in Other Coverages 3. Collapse; or
 - c. Caused by:
 - (1) Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This provision does not apply if you have used reasonable care to:
 - (a) Maintain heat in the building; or
 - (b) Shut off the water supply and drain all systems and appliances of water;

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

For purposes of this provision a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.

- (2) Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:
 - (a) Fence, pavement, patio or swimming pool;
 - (b) Footing, foundation, bulkhead, wall, or any other structure or device, that supports all or part of a building or other structure;
 - (c) Retaining wall or bulkhead that does not support all or part of a building or other structure; or
 - (d) Pier, wharf or dock;
- (3) Theft of property not part of a covered building or structure;
- (4) Theft in or to a dwelling or structure under construction;
- (5) Wind, hail, ice, snow or sleet to:
 - (a) Outdoor radio and television antennas and aerials including their lead-in wiring, masts or towers; or
 - (b) Trees, shrubs, plants or lawns;
- (6) Constant or repeated seepage or leakage of water or steam over a period of weeks, months, or years from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment;

- (7) Any of the following:
 - (a) Wear and tear, marring, deterioration;
 - (b) Mechanical breakdown, latent defect, inherent vice, or any quality in property that causes it to damage or destroy itself;
 - (c) Smog, rust or other corrosion, mold, wet or dry rot;
 - (d) Smoke from agricultural smudging or industrial operations;
 - (e) Discharge, dispersal, seepage, migration release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against.
Pollutants mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed;

- (f) Settling, shrinking, bulging or expansion, including resultant cracking, of bulkheads, pavements, patios, footings, foundations, walls, floors, roofs or ceilings; or
- (g) Birds, vermin, rodents, insects or domestic animals.

Exception to c. (7)

Unless the loss is otherwise excluded, we cover loss to property covered under Coverage A or B resulting from an accidental discharge or overflow of water or steam from within a:

- (i) Storm drain, or water, steam or sewer pipe, off the Described Location; or
- (ii) Plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the Described Location. This includes the cost to tear out and replace any part of a building, or other structure, on the Described Location, but only when necessary to repair the system or appliance. However, such tear out and replacement coverage only applies to other structures if the water or steam causes actual damage to a building on the Described Location.

We do not cover loss to the system or appliance from which this water or steam escaped.

For the purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or roof drain, gutter, down spout or similar fixtures or equipment.

General Exclusion A.3. Water Damage, Paragraphs a. and c. that apply to surface water and water below the surface of ground do not apply to loss by water covered under c.(7) above.

Under 2.b. and c. above, any ensuing loss to property described in Coverages A and B not excluded in this Policy is covered.

GENERAL EXCLUSIONS

A. We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

1. Ordinance Or Law

Ordinance Or Law means any ordinance or law:

- a. Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This Exclusion A.1.a. does not apply to the amount of coverage that may be provided under Other Coverage 4. Ordinance Or Law;
- b. The requirements of which result in a loss in value to property; or
- c. Requiring you or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.

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

This Exclusion A.1. applies whether or not the property has been physically damaged.

2. Earth Movement

Earth Movement means:

- a. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- b. Landslide, mudslide or mudflow;
- c. Subsidence or sinkhole; or
- d. Any other earth movement including earth sinking, rising or shifting;

caused by or resulting from human or animal forces or any act of nature unless direct loss by fire or explosion ensues and then we will pay only for the ensuing loss.

3. Water Damage

Water Damage means:

- a. Flood, surface water, waves, tidal water, overflow of a body of water or spray from any of these, whether or not driven by wind;
- b. Water or water-borne material which backs up through sewers or drains or which overflows or is discharged from a sump, sump pump or related equipment; or

- c. Water or water-borne material below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure;

caused by or resulting from human or animal forces or any act of nature. Direct loss by fire or explosion resulting from water damage is covered.

4. Power Failure

Power Failure means the failure of power or other utility service if the failure takes place off the Described Location. But if the failure of power or other utility service results in a loss, from a Peril Insured Against on the Described Location, we will pay for the loss caused by that Peril Insured Against.

5. Neglect

Neglect means your neglect to use all reasonable means to save and preserve property at and after the time of a loss.

6. War

War includes the following and any consequence of any of the following:

- a. Undeclared war, civil war, insurrection, rebellion or revolution;
- b. Warlike act by a military force or military personnel;
- c. Destruction or seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

7. Nuclear Hazard

This Exclusion A.7. pertains to Nuclear Hazard to the extent set forth in the Nuclear Hazard Clause of the General Provisions.

8. Intentional Loss

Intentional Loss means any loss arising out of any act you or any person or organization named as an additional insured commits or conspires to commit with the intent to cause a loss.

In the event of such loss, neither you nor any such person or organization is entitled to coverage, even those who did not commit or conspire to commit the act causing the loss.

9. Governmental Action

Governmental Action means the destruction, confiscation or seizure of property described in A and B by order of any governmental or public authority.

This exclusion does not apply to such acts ordered by any governmental or public authority that are taken at the time of a fire to prevent its spread, if the loss caused by fire would be covered under this Policy.

B. We do not insure for loss to property described in Coverages A and B caused by any of the following. However, any ensuing loss to property described in Coverages A and B not precluded by any other provision in this Policy is covered.

- 1. Weather conditions. However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in A. above to produce the loss.
- 2. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
- 3. Faulty, inadequate or defective:
 - a. Planning, zoning, development, surveying, siting;
 - b. Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - c. Materials used in repair, construction, renovation or remodeling; or
 - d. Maintenance;

of part or all of any property whether on or off the Described Location.

**AMERICAN NATIONAL LLOYDS INSURANCE COMPANY
INVESTOR PROPERTY
COMMERCIAL PROPERTY POLICY FORM**

AGREEMENT

We will provide the insurance described in this Policy in return for the premium and compliance with all applicable provisions of this Policy. This Commercial Property Policy Form is attached to and forms part of the Investor Property Master Policy.

DEFINITIONS

Throughout this Policy, "you" and "your" refer to the Named Insured shown in the Declarations. "We", "us" and "our" refer to the Company providing this insurance.

SECTION I - PROPERTY COVERED

The insurance under this Policy covers "Building(s)" in accordance with the following description(s) of coverage. This insurance does not cover land.

Coverage A - Building(s): Building(s) or structure(s) shall include attached additions and extensions; fixtures, machinery and equipment constituting a permanent part of and pertaining to the service of the building; yard fixtures; personal property of the tenant used for the maintenance or service of the described building(s), including fire extinguishing apparatus, outdoor furniture, floor coverings and appliances for refrigerating, ventilating, cooking, dishwashing and laundering (but not including other personal property in apartments or rooms furnished by you as landlord); all while as the described location(s).

Debris Removal: This insurance covers expense incurred in the removal of debris of the property covered, which may be occasioned by loss caused by any of the perils insured against in this Policy.

The total liability under this Policy for both loss to property and debris removal expense shall not exceed the amount of insurance applying under this Policy to the property covered.

SECTION II - PROPERTY NOT COVERED

This Policy does not cover:

1. Covered Property does not include:
 - a. Accounts, bills, currency, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
 - b. Animals;
 - c. Automobiles held for sale;
 - d. Bridges, roadways, walks, patios or other paved surfaces;
 - e. Contraband, or property in the course of illegal transportation or trade;
 - f. The cost of excavations, grading, backfilling or filling;
 - g. Foundations of buildings, structures, machinery or boilers if their foundations are below:
 - (1) The lowest basement floor; or
 - (2) The surface of the ground, if there is no basement;
 - h. Land (including land on which the property is located), water, growing crops or lawns;
 - i. Personal property while airborne or waterborne;
 - j. Bulkheads, pilings, piers, wharves or docks;
 - k. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
 - l. Retaining walls that are not part of a building;
 - m. Underground pipes, flues or drains;
 - n. Electronic data, except as provided under the Additional Coverage, Electronic Data. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. This paragraph, n., does not apply to your "stock" of prepackaged software;
 - o. The cost to replace or restore the information on valuable papers and records, including those which exist as electronic data. Valuable papers and records include but are not limited to proprietary information, books of account, deeds, manuscripts, abstracts, drawings and card index systems. Refer to the Coverage Extension for Valuable Papers And Records (Other Than Electronic Data) for limited coverage for valuable papers and records other than those which exist as electronic data;

- p. Vehicles or self-propelled machines (including aircraft or watercraft) that:
 - (1) Are licensed for use on public roads; or
 - (2) Are operated principally away from the described premises. This paragraph does not apply to:
 - (a) Vehicles or self-propelled machines or autos you manufacture, process or warehouse;
 - (b) Vehicles or self-propelled machines, other than autos, you hold for sale;
 - (c) Row boats or canoes out of water at the described premises; or
 - (d) Trailers, but only to the extent provided for in the Coverage Extension for Non-owned Detached Trailers;
 - q. The following property while outside of buildings:
 - (1) Grain, hay, straw or other crops;
 - (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than "stock" of trees, shrubs or plants), all except as provided in the Coverage Extensions.
2. In addition to the properties listed in item 1 a. through q. above any Ineligible Properties appearing in the Declarations of the Investor Property Master Policy are also excluded.

SECTION III - PERILS INSURED AGAINST

This Policy insures against all direct loss caused by:

1. **Fire.**
2. **Lightning.**
3. **Explosion**, including the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass. This cause of loss does not include loss or damage by:
 - a. Rupture, bursting or operation of pressure-relief devices; or
 - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water.
4. **Windstorm or Hail**, but not including:
 - a. Frost or cold weather;
 - b. Ice (other than hail), snow or sleet, whether driven by wind or not; or
 - c. Loss or damage to the interior of any building or structure, or the property inside the building or structure, caused by rain, snow, sand or dust, whether driven by wind or not, unless the building or structure first sustains wind or hail damage to its roof or walls through which the rain, snow, sand or dust enters.
5. **Smoke** causing sudden and accidental loss or damage. This cause of loss does not include smoke from agricultural smudging or industrial operations.
6. **Aircraft or Vehicles**, meaning only physical contact of an aircraft, a spacecraft, a self-propelled missile, a vehicle or an object thrown up by a vehicle with the described property or with the building or structure containing the described property. This cause of loss includes loss or damage by objects falling from aircraft.
We will not pay for loss or damage caused by or resulting from vehicles you own or which are operated in the course of your business.
7. **Riot or Civil Commotion**, including:
 - a. Acts of striking employees while occupying the described premises; and
 - b. Looting occurring at the time and place of a riot or civil commotion.
8. **Vandalism**, meaning willful and malicious damage to, or destruction of, the described property.
We will not pay for loss or damage caused by or resulting from theft, except for building damage caused by the breaking in or exiting of burglars.
9. **Sprinkler Leakage**, meaning leakage or discharge of any substance from an Automatic Sprinkler System, including collapse of a tank that is part of the system.
If the building or structure containing the Automatic Sprinkler System is Covered Property, we will also pay the cost to:
 - a. Repair or replace damaged parts of the Automatic Sprinkler System if the damage:
 - (1) Results in sprinkler leakage; or
 - (2) Is directly caused by freezing.
 - b. Tear out and replace any part of the building or structure to repair damage to the Automatic Sprinkler System that has resulted in sprinkler leakage.
Automatic Sprinkler System means:
 - (1) Any automatic fire-protective or extinguishing system, including connected:
 - (a) Sprinklers and discharge nozzles;
 - (b) Ducts, pipes, valves and fittings;
 - (c) Tanks, their component parts and supports; and
 - (d) Pumps and private fire protection mains.
 - (2) When supplied from an automatic fire-protective system:
 - (a) Non-automatic fire-protective systems; and
 - (b) Hydrants, standpipes and outlets.

10. **Sinkhole Collapse**, meaning loss or damage caused by the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
 - a. The cost of filling sinkholes; or
 - b. Sinking or collapse of land into man-made underground cavities.
11. **Volcanic Action**, meaning direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:
 - a. Airborne volcanic blast or airborne shock waves;
 - b. Ash, dust or particulate matter; or
 - c. Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.
This cause of loss does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.
12. **Falling Objects**
But we will not pay for loss or damage to:
 - a. Personal property in the open; or
 - b. The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
13. **Weight Of Snow, Ice Or Sleet**
But we will not pay for loss or damage to personal property outside of buildings or structures.
14. **Water Damage**
 - a. Water Damage, meaning accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance, that is located on the described premises and contains water or steam.
However, Water Damage does not include:
 - (1) Discharge or leakage from:
 - (a) An Automatic Sprinkler System;
 - (b) A sump or related equipment and parts, including overflow due to sump pump failure or excessive volume of water; or
 - (c) Roof drains, gutters, downspouts or similar fixtures or equipment;
 - (2) The cost to repair any defect that caused the loss or damage;
 - (3) Loss or damage caused by or resulting from continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more; or
 - (4) Loss or damage caused by or resulting from freezing, unless:
 - (a) You do your best to maintain heat in the building or structure; or
 - (b) You drain the equipment and shut off the water supply if the heat is not maintained.
 - b. If coverage applies subject to a. above, and the building or structure containing the system or appliance is Covered Property, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or steam escapes. But we will not pay the cost to repair any defect that caused the loss or damage.

SECTION IV - EXCLUSIONS

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.
 - a. **Ordinance Or Law**
The enforcement of any ordinance or law:
 - (1) Regulating the construction, use or repair of any property; or
 - (2) Requiring the tearing down of any property including the cost of removing its debris.

This exclusion, Ordinance Or Law, applies whether the loss results from:

 - (a) An ordinance or law that is enforced even if the property has not been damaged; or
 - (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.
 - b. **Earth Movement**
 - (1) Earthquake, including any earth sinking, rising or shifting related to such event;
 - (2) Landslide, including any earth sinking, rising or shifting related to such event;
 - (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
 - (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in b.(1) through (4) above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

 - (5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

c. **Governmental Action**

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.

d. **Nuclear Hazard**

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

e. **Utility Services**

The failure of power, communication, water or other utility service supplied to the described premises, however caused, if the failure:

- (1) Originates away from the described premises; or
- (2) Originates at the described premises, but only if such failure involves equipment used to supply the utility service to the described premises from a source away from the described premises.

Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Loss or damage caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

But if the failure or surge of power, or the failure of communication, water or other utility service, results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

Communication services include but are not limited to service relating to Internet access or access to any electronic, cellular or satellite network.

f. **War And Military Action**

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

g. **Water**

- (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- (2) Mudslide or mudflow;
- (3) Water that backs up or overflows from a sewer, drain or sump; or
- (4) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings.

But if Water, as described in **g.(1)** through **g.(4)** above, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

h. **"Fungus", Wet Rot, Dry Rot And Bacteria**

Presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria.

But if "fungus", wet or dry rot or bacteria results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion does not apply:

- (1) When "fungus", wet or dry rot or bacteria results from fire or lightning; or
- (2) To the extent that coverage is provided in the Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria with respect to loss or damage by a cause of loss other than fire or lightning.

Exclusions 1.a. through 1.h. apply whether or not the loss event results in widespread damage or affects a substantial area.

2. We will not pay for loss or damage caused by or resulting from:

- a. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:
 - (1) Electrical or electronic wire, device, appliance, system or network; or
 - (2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

- (a) Electrical current, including arcing;
- (b) Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (c) Pulse of electromagnetic energy; or
- (d) Electromagnetic waves or microwaves.

But if fire results, we will pay for the loss or damage caused by that fire.

- b. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion.
- c. Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.
- d. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

SECTION V – ADDITIONAL COVERAGE – COLLAPSE

The coverage provided under this Additional Coverage – Collapse applies only to an abrupt collapse as described and limited in **SECTION V - 1. through 7.**

- 1. For the purpose of this Additional Coverage – Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.
- 2. We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that is insured under this Coverage Form or that contains Covered Property insured under this Coverage Form, if such collapse is caused by one or more of the following:
 - a. Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire-extinguishing equipment; sinkhole collapse; volcanic action; breakage of building glass; falling objects; weight of snow, ice or sleet; water damage, meaning accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam; all only as insured against in this Coverage Part;
 - b. Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
 - c. Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
 - d. Weight of people or personal property;
 - e. Weight of rain that collects on a roof;
 - f. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation. However, if such collapse occurs after construction, remodeling or renovation is complete and is caused in part by a cause of loss listed in 2.a. through 2.e., we will pay for the loss or damage even if use of defective material or methods, in construction, remodeling or renovation, contributes to the collapse.

This Additional Coverage – Collapse does not limit the coverage otherwise provided under this Causes of Loss Form for the causes of loss listed in 2.a.

- 3. This **Additional Coverage – Collapse** does **not** apply to:
 - a. A building or any part of a building that is in danger of falling down or caving in;
 - b. A part of a building that is standing, even if it has separated from another part of the building; or
 - c. A building that is standing or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
- 4. With respect to the following property:
 - a. Outdoor radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers;
 - b. Awnings, gutters and downspouts;
 - c. Yard fixtures;
 - d. Outdoor swimming pools;
 - e. Fences;
 - f. Piers, wharves and docks;
 - g. Beach or diving platforms or appurtenances;
 - h. Retaining walls; and
 - i. Walks, roadways and other paved surfaces;

if an abrupt collapse is caused by a cause of loss listed in 2.b. through 2.f. we will pay for loss or damage to that property only if:

- (1) Such loss or damage is a direct result of the abrupt collapse of a building insured under this Coverage Form; and
- (2) The property is Covered Property under this Coverage Form.

5. If personal property abruptly falls down or caves in and such collapse is not the result of abrupt collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:

- a. The collapse of personal property was caused by a cause of loss listed in 2.a. through 2.f. above;
- b. The personal property which collapses is inside a building; and
- c. The property which collapses is not of a kind listed in 4., regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this Paragraph 5. does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

6. This Additional Coverage – Collapse does not apply to personal property that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

7. This Additional Coverage – Collapse will not increase the Limits of Insurance provided in this Coverage Part.

8. The term Covered Cause of Loss includes the Additional Coverage – Collapse as described and limited in SECTION V - 1. through 7.

SECTION VI - OTHER PROVISIONS

1. **Inspection of Property and Operations:** This Company and any person or organization making inspections on the Company's benefit shall be permitted but not obligated to inspect the property and operations at any time. Neither the right of this Company and any person or organization to make such 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 regulations.

2. **Permits and Use:** Except as otherwise provided, permission is granted:

- a. to make additions, alterations and repairs. This Policy insofar as it covers building(s) or structure(s), is extended to cover additions, alterations and repairs, when not otherwise covered by insurance, including temporary structures constructed on site, materials, equipment and supplies therefor on or within 100 feet of the described premises; and this Policy, insofar as it covers contents, is extended to cover such additions.
- b. for such unoccupancy as is usual or incidental to described occupancy. "Unoccupied" or "Unoccupancy" means containing contents pertaining to occupancy of the building while operations or other customary activities are suspended.

3. **Protective Safeguards:** It is a condition of this insurance that you and the tenant shall maintain so far as is within your or the tenant's control such protective safeguards as maybe set forth under the Investor Property Master Policy or 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.

AMERICAN NATIONAL LLOYDS INSURANCE COMPANY
INVESTOR PROPERTY
WINDSTORM/HAIL AND HURRICANE DEDUCTIBLE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby understood and agreed that a minimum deductible as shown on the Investor Property Master Policy Declarations shall apply to each occurrence caused by the perils of wind, hail, and hurricane.

This deductible applies in the event of direct physical loss to:

1. Residential dwellings, including other structures; and
2. Commercial buildings.

Such deductible applies regardless of any other cause or event contributing concurrently or in any sequence to the loss; however, this deductible does not apply to loss resulting from rain or wind-driven rain, except rain or wind-driven rain which enters the insured property or structure through an opening created by the force of wind, hail, or hurricane.

ALL OTHER PROVISIONS OF THE POLICY REMAIN UNCHANGED.

AMERICAN NATIONAL LLOYDS INSURANCE COMPANY

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102 (1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of Treasury – in consultation with the Secretary of Homeland Security and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017, 82% beginning on January 1, 2018; 81% beginning on January 1, 2019; 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceeds \$100 billion, your coverage may be reduced.

In accordance with the Act, we are providing you with this disclosure notice. The portion of your premium attributable to coverage for certified acts of terrorism under your policy is \$0.00 and does not include any charges for the portion of losses covered by the United States Government under the Act.

AMERICAN NATIONAL LLOYDS INSURANCE COMPANY

**INVESTOR PROPERTY
SERVICE OF SUIT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Service of Suit Endorsement: Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance, other officer specified for that purpose in the statute, or his successor or successors in office as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder, arising out of this policy of insurance and hereby names the following Company Counsel as the person to whom said officer is authorized to mail such process or a true copy thereof:

American National Lloyds Insurance Company
Attn: Counsel/Legal Department
1949 East Sunshine Street
Springfield, MO 65899-0001

In addition to the above named Company Counsel, the Company also designates the following persons to whom said officer is authorized to mail such process or a true copy thereof in the states listed below:

AK	CT Corporation System	9360 Glacier Highway Suite 202	Juneau	AK	99801
AR	The Corporation Company	124 West Capitol Ave., Suite 1900	Little Rock	AR	72201
CA	Nancy Flores c/o C T Corporation System	818 West Seventh Street	Los Angeles	CA	90017
CT	CT Corporation System	67 Burnside Ave	East Hartford	CT	06108-3408
DE	The Corporation Trust Company	Corporation Trust Center, 1209 Orange St.	Wilmington	DE	19801
FL	Donna Moch c/o C T Corporation System	1200 South Pine Island Road	Plantation	FL	33324
IA	CT Corporation System	400 East Court Avenue	Des Moines	IA	50309
ID	CT Corporation System	921 S. Orchard St, Suite G	Boise	ID	83705
KS	The Corporation Company, Inc.	112 S.W. Seventh St., Suite C3	Topeka	KS	66603
KY	CT Corporation System	306 W. Main Street, Suite 512	Frankfort	KY	40601
LA	CT Corporation System	3867 Plaza Tower Dr.	Baton Rouge	LA	70816-4378
MD	The Corporation Trust Incorporated	2405 York Rd, Ste 201	Lutherville Timonium	MD	21093-2264
ME	CT Corporation System	128 State St #3	Augusta	ME	04330
MI	The Corporation Company	30600 Telegraph Road, Suite 2345	Bingham Farms	MI	48025-4350
MN	C T Corporation System, Inc.	1010 Dale Street N	St Paul	MN	55117-5603
MO	CT Corporation System	120 South Central Ave	Clayton	MO	63015
MS	CT Corporation System	645 Lakeland East Drive, Suite 101	Flowood	MS	39232
MT	CT Corporation System	3011 American Way	Missoula	MT	59808
NC	CT Corporation System	160 Mine Lake CT, Suite 200	Raleigh	NC	27615-6417
ND	CT Corporation System	314 East Thayer Avenue	Bismarck	ND	58501
NH	CT Corporation System	9 Capitol Street	Concord	NH	03301
NJ	The Corporation Trust Company	820 Bear Tavern Road	West Trenton	NJ	08628
NM	CT Corporation System	206 S Coronado Ave.	Espanola	NM	87532-2792
OH	CT Corporation System	4400 Easton Commons Way Suite 125	Columbus	OH	43219
OK	The Corporation Company	1833 South Morgan Road	Oklahoma City	OK	73128
RI	CT Corporation System	CTSOPReceipt@wolterskluwer.com			
SC	CT Corporation System	2 Office Park Court, Suite 103	Columbia	SC	29223
UT	CT Corporation System	1108 E. South Union Ave.	Midvale	UT	84047
WA	CT Corporation System	711 Capitol Way S, Suite 204	Olympia	WA	98501

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

AMERICAN NATIONAL LLOYDS INSURANCE COMPANY

INVESTOR PROPERTY
COINSURANCE VALUATION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby agreed and understood that this Coinsurance Valuation Endorsement is part of the Investor Property Master Policy. At the time of loss the basis of adjustment, unless otherwise endorsed herein, shall be as follows:

- a. We shall not be liable for more than an amount greater than the insurable interest of the Named Insured at the time of loss or for more than the limit of the liability that applies as reported and requested by the Named Insured. The Named Insured agrees to insure each reported property to a minimum of eighty percent (80%) of the Replacement Cost Value of the property. Should the Insured fail to insure a property to eighty percent (80%) of the Replacement Cost Value, then a Coinsurance Penalty will apply.
- b. In determining the amount of insurance required to equal eighty percent (80%) of the full replacement cost of the property insured, do not include the value of excavations, foundations, supports, underground pipes, flues, drains and wiring which are below the surface of the ground.

Settlement for losses insured to at least eighty percent (80%) of the Replacement Cost Value prior to the loss will be adjusted based upon the Loss Settlement provision in the Investor Property Master Policy.

Coinsurance Calculation Example

Insured Property Information:

Replacement Cost Value (RCV): \$500,000
Coinsurance (Amount of Insurance) Required: 80% (of RCV)
Deductible: \$1,000
Amount of Loss: \$50,000

Inadequate Limits of Coverage

Amount of Insurance Carried - "Did"	\$350,000
Amount of Insurance Required (RCV x Coinsurance) - "Should" • (\$500,000 x 80%)	\$400,000
Coinsurance Penalty Calculation Factors 1. Did / Should (\$350,000 / \$400,000) 2. Loss Amount 3. Deductible	1. 0.875 2. \$50,000 3. 1,000
Coinsurance Penalty Calculation: (1.x 2.) - 3.	(0.875 x \$50,000) - \$1,000
Amount of Payment (From Coinsurance Penalty Calculation Above)	\$42,750
Amount of Coinsurance Penalty (ignoring deductible) Loss Amount - Payment Amount (before deductible) \$50,000 - \$43,750	\$6,250

We will determine the value covered property as follows:

If at the time of loss, the limit of liability applicable to the lost or damaged property is less than eighty percent (80%) of the full replacement cost value of the property immediately before the loss, we will pay the greater of the following amounts, but not more than the limit of liability that applies to the property:

- a. The actual cash value of the lost or damaged property; or
- b. A proportion of the cost to repair or replace the lost or damaged property, after application of the deductible. This proportion will equal the ratio of the applicable limit of liability to eighty percent (80%) of the cost of repair or replacement.

AMERICAN NATIONAL LLOYDS INSURANCE COMPANY

INVESTOR PROPERTY
GENERAL CHANGE ENDORSEMENT

An "X" placed in a box below indicates a change has been made to the policy.

- 1. **Named Insured** is changed to:
- 2. **Named Insured's** address is changed to:
- 3. **Policy Period – Effective Date:** June 1, 2019 **Expiration Date:** June 1, 2020
12:01 a.m. Standard Time at the address of the Named Insured as stated herein.
- 4. It is hereby understood and agreed that in consideration of applicable premium, the deductible provision of the Investor Property Master Policy is amended as follows:
- 5. The Rate(s) are changed as follows:
- 6. The maximum limit of liability is changed as follows:
- 7. Policy Forms and/or Endorsements are changed as follows:
Updated policy forms are attached and supersede all previously issued versions. Forms were revised to remove reference to the "Credit Insurance Division". No material changes were made.
- 8. Other:

ALL OTHER PROVISIONS OF THIS POLICY REMAIN UNCHANGED.

COMPLETE ONLY WHEN THIS ENDORSEMENT IS ADDED AFTER ISSUANCE OF THE POLICY.		
POLICY NUMBER	NAMED INSURED	EFFECTIVE DATE
1518060100	Stateside APM	June 1, 2019

AMERICAN NATIONAL LLOYDS INSURANCE COMPANY

**INVESTOR PROPERTY
COMMERCIAL GENERAL LIABILITY DECLARATIONS
PENNSYLVANIA**

Policy Number:	1518060100	RENEWAL: 06/01/2019
Named Insured:	Stateside APM	Surplus Lines Agent Name: Gary Dudley
Mailing Address:	6445 Citation Dr., Ste. F Clarkston, MI 48346	Mailing Address: 9311 San Pedro, Ste. 600 San Antonio, TX 78216
		License Number: 415613

POLICY PERIOD				Southwest Business Corporation
Effective Date:	June 1, 2019	Expiration Date:	June 1, 2020	Producing Agent Name: Insurance Services
				Mailing Address: 9311 San Pedro, Ste. 600 San Antonio, TX 78216
12:01 A.M. Local Standard Time at the address of the Named Insured				Agent Number: S27586

COVERAGE TYPE	MAXIMUM LIMIT OF LIABILITY (AMOUNT OF INSURANCE)	PREMIUM/RATE
Residential Liability & Vacant Land Liability	\$1,000,000 / \$2,000,000 Per Property Aggregate	\$120.00 Annually per Property
Commercial Liability & Vacant Land Liability	\$1,000,000 / \$2,000,000 Per Property Aggregate	\$300.00 Annually per Property
Personal and Advertising Injury Limit	\$1,000,000	
Subject to policy terms, conditions and exclusions:		
Damage Caused by Fire	Up to \$50,000 for covered expenses	
Medical Expenses	Up to \$5,000 for covered expenses per person	

Coverage All coverages, terms and conditions are set forth in this Investor Property Commercial General Liability Declaration and in the attached policy forms. The insurance afforded is only with respect to such of the described coverages as are indicated by a specific premium charge or charges. The limit of our liability against each such coverage shall be as stated herein, subject to all the terms of this Declarations having referenced thereto.

Limit of Liability The maximum limit of liability (amount of insurance) for each coverage type shall be as stated herein, subject to all the terms of this Declarations having reference thereto.

SURPLUS LINES TAXES, FEES, SURCHARGES AND ASSESSMENTS

Surplus Lines Premium Tax:	3.00%
Surplus Lines Stamping Fee:	\$20 per policy

Surplus Lines Disclosure **The insurer which has issued this insurance is not licensed by the Pennsylvania Insurance Department and is subject to limited regulation. This insurance is NOT covered by the Pennsylvania Property and Casualty Insurance Guaranty Association.**

Policy Forms & Endorsements

- Investor Property Commercial General Liability Policy
- Asbestos Liability Exclusion Endorsement
- Communicable Disease Exclusion Endorsement
- Employment Related Practices Exclusion Endorsement
- Financial Endeavors Exclusion Endorsement
- Insured Premises and Operations Endorsement
- Lead-Hazardous Properties Exclusion Endorsement
- Nuclear Energy Liability Exclusion Endorsement
- Products Completed Operations Exclusion Endorsement
- Punitive Damages Exclusion Endorsement
- Vacant Land Liability Coverage Endorsement
- Independent Contractor Exclusion Endorsement
- Certain Properties Exclusion Endorsement
- Tenants Exclusion Endorsement
- Habitability Violation Exclusion Endorsement
- Animal, Reptile & Insect Exclusion Endorsement

Named Insured recognition: Owners of the reported properties are hereby added as an Additional Named Insured and/or Mortgagee as their interests may appear. Their insurance interest ends when the property is sold.

AMERICAN NATIONAL LLOYDS INSURANCE COMPANY

INVESTOR PROPERTY COMMERCIAL GENERAL LIABILITY POLICY

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

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

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

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

SECTION I - COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. INSURING AGREEMENT:

- a. We will pay those sums that the **insured** becomes legally obligated to pay as damages because of **bodily injury** or **property damage** to which this insurance applies. We will have the right and duty to defend the **insured** against any **suit** seeking those damages. However, we will have no duty to defend the **insured** against any **suit** seeking damages for **bodily injury** or **property damage** to which this insurance does not apply. We may, at **our** discretion, investigate any **occurrence** and settle any claim or **suit** that may result. But:
 - (1) The amount we will pay for damages is limited as described in Section III – Limits of Insurance; and
 - (2) **Our** right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

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

- b. This insurance applies to **bodily injury** and **property damage** only if:
 - (1) The **bodily injury** or **property damage** is caused by an **occurrence** that takes place in the **coverage territory**;
 - (2) The **bodily injury** or **property damage** occurs during the policy period; and
 - (3) Prior to the policy period, no **insured** listed under Paragraph 1. of Section II – Who Is An Insured and no **employee** authorized by **you** to give or receive notice of an **occurrence** or claim, knew that the **bodily injury** or **property damage** had occurred, in whole or in part. If such a listed **insured** or authorized **employee** knew, prior to the policy period, that the **bodily injury** or **property damage** occurred, then any continuation, change or resumption of such **bodily injury** or **property damage** during or after the policy period will be deemed to have been known prior to the policy period.
- c. **Bodily injury** or **property damage** which occurs during the policy period and was not, prior to the policy period, known to have occurred by any **insured** listed under Paragraph 1. of Section II – Who Is An Insured or any **employee** authorized by **you** to give or receive notice of an **occurrence** or claim, includes any continuation, change or resumption of that **bodily injury** or **property damage** after the end of the policy period.
- d. **Bodily injury** or **property damage** will be deemed to have been known to have occurred at the earliest time when any **insured** listed under Paragraph 1. of Section II – Who Is An Insured or any **employee** authorized by **you** to give or receive notice of an **occurrence** or claim:
 - (1) Reports all, or any part, of the **bodily injury** or **property damage** to **us** or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the **bodily injury** or **property damage**; or
 - (3) Becomes aware by any other means that **bodily injury** or **property damage** has occurred or has begun to occur.
- e. **Damages** because of **bodily injury** include damages claimed by any person or organization for care, loss of services or death resulting at any time from the **bodily injury**.

2. EXCLUSIONS:

ANL-IPP-ESL02-0918

Surplus Lines Commercial General Liability
Includes copyrighted material of ISO Properties, Inc., with its permission.
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This insurance does not apply to:

a. **Expected or Intended Injury:**

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

b. **Contractual Liability:**

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

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

c. **Liquor Liability:**

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

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

This exclusion applies only if **you** are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. **Workers' Compensation and Similar Laws:**

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

e. **Employer's Liability:**

Bodily injury to:

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

This exclusion applies whether the **insured** may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury. This exclusion does not apply to liability assumed by the **insured** under an **insured contract**.

f. **Pollution:**

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

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any **insured**. However, this subparagraph does not apply to:
 - (i) **Bodily injury** if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests
 - (ii) **Bodily injury or property damage** for which **you** may be held liable, if **you** are a contractor and the owner or lessee of such premises, site or location has been added to **your** policy as an additional **insured** with respect to **your** ongoing operations performed for that additional **insured** at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any **insured**, other than that additional **insured**; or
 - (iii) **Bodily injury or property damage** arising out of heat, smoke or fumes from a **hostile fire**;
- (b) At or from any premises, site or location which is or was at any time used by or for any **insured** or others for the

- handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any **insured**; or
 - (ii) Any person or organization for whom **you** may be legally responsible; or
 - (d) At or from any premises, site or location on which any **insured** or any contractors or subcontractors working directly or indirectly on any **insured's** behalf are performing operations if the **pollutants** are brought on or to the premises, site or location in connection with such operations by such **insured**, contractor or subcontractor.

However, this subparagraph does not apply to:

- (i) **Bodily injury or property damage** arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of **mobile equipment** or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the **bodily injury or property damage** arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such **insured**, contractor or subcontractor;
 - (ii) **Bodily injury or property damage** sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by **you** or on **your** behalf by a contractor or subcontractor; or
 - (iii) **Bodily injury or property damage** arising out of heat, smoke or fumes from a **hostile fire**.
- (e) At or from any premises, site or location on which any **insured** or any contractors or subcontractors working directly or indirectly on any **insured's** behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**.
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**; or
 - (b) Claim or **suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **pollutants**.

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

g. **Aircraft, Auto or Watercraft:**

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

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

This exclusion does not apply to:

- (1) A watercraft while ashore on premises **you** own or rent;
- (2) A watercraft **you** do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an **auto** on, or on the ways next to, premises **you** own or rent, provided the **auto** is not owned by or rented or loaned to **you** or the **insured**;
- (4) Liability assumed under any **insured contract** for the ownership, maintenance or use of aircraft or watercraft; or
- (5) **Bodily injury or property damage** arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of **mobile equipment** if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
 - (b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of **mobile equipment**.

- h. **Mobile Equipment:**
Bodily injury or property damage arising out of:
- (1) The transportation of **mobile equipment** by an **auto** owned or operated by or rented or loaned to any **insured**; or
 - (2) The use of **mobile equipment** in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.
- i. **War:**
Bodily injury or property damage, however caused, arising, directly or indirectly, out of:
- (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- j. **Damage to Property:**
Property damage to:
- (1) Property **you** own, rent, or occupy, including any costs or expenses incurred by **you**, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
 - (2) Premises **you** sell give away or abandon, if the **property damage** arises out of any part of those premises;
 - (3) Property loaned to **you**;
 - (4) Personal property in the care, custody or control of the **insured**;
 - (5) That particular part of real property on which **you** or any contractors or subcontractors working directly or indirectly on **your** behalf are performing operations, if the **property damage** arises out of those operations; or
 - (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises, including the contents of such premises, rented to **you** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage to Premises Rented to You as described in Section III – Limits of Insurance.

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

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

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

- k. **Damage to Your Product:**
Property damage to **your product** arising out of it or any part of it.
- l. **Damage to Your Work:**
Property damage to **your work** arising out of it or any part of it and included in the **products-completed operations hazard**.
- This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on **your** behalf by a subcontractor.
- m. **Damage to Impaired Property or Property Not Physically Injured:**
Property damage to **impaired property** or property that has not been physically injured, arising out of:
- (1) A defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or
 - (2) A delay or failure by **you** or anyone acting on **your** behalf to perform a contract or agreement in accordance with its terms.
- This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.
- n. **Recall of Products, Work or Impaired Property:**
Damages claimed for any loss, cost or expense incurred by **you** or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
- (1) **Your product**;
 - (2) **Your work**; or
 - (3) **Impaired property**;
- if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of

a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. **Personal and Advertising Injury:**

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

p. **Electronic Data:**

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

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

q. **Distribution of Material in Violation of Statutes:**

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

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

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

r. **Abuse or Molestation:**

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

- (1) The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured; or
- (2) The negligent:
 - (a) Employment;
 - (b) Investigation;
 - (c) Supervision;
 - (d) Reporting to the proper authorities, or failure to so report; or
 - (e) Retention;of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Item (1) above.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. INSURING AGREEMENT:

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

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

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

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

2. EXCLUSIONS:

This insurance does not apply to:

a. **Knowing Violation of Rights of Another:**

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

b. **Material Published With Knowledge of Falsity:**

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

- c. **Material Published Prior to Policy Period:**
Personal and advertising injury arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.
- d. **Criminal Acts:**
Personal and advertising injury arising out of a criminal act committed by or at the direction of the **insured**.
- e. **Contractual Liability:**
Personal and advertising injury for which the **insured** has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the **insured** would have in the absence of the contract or agreement.
- f. **Breach of Contract:**
Personal and advertising injury arising out of a breach of contract, except an implied contract to use another's advertising idea in **your advertisement**.
- g. **Quality or Performance of Goods – Failure to Conform to Statements:**
Personal and advertising injury arising out of the failure of goods, products or services to conform with any statement of quality or performance made in **your advertisement**.
- h. **Wrong Description of Prices:**
Personal and advertising injury arising out of the wrong description of the price of goods, products or services stated in **your advertisement**.
- i. **Infringement of Copyright, Patent, Trademark or Trade Secret:**
Personal and advertising injury arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in **your advertisement**. However, this exclusion does not apply to infringement, in **your advertisement**, of copyright, trade dress or slogan.
- j. **Insureds in Media and Internet Type Businesses:**
Personal and advertising injury committed by an **insured** whose business is:
 - (1) Advertising, broadcasting, publishing or telecasting;
 - (2) Designing or determining content of web-sites for others; or
 - (3) An Internet search, access, content or service provider.However, this exclusion does not apply to Paragraphs 14.a., b. and c. of **personal and advertising injury** under Section V - Definitions.
For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for **you** or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.
- k. **Electronic Chat-Rooms or Bulletin Boards:**
Personal and advertising injury arising out of an electronic chat-room or bulletin board the **insured** hosts, owns, or over which the **insured** exercises control.
- l. **Unauthorized Use of Another's Name or Product:**
Personal and advertising injury arising out of the unauthorized use of another's name or product in **your** e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.
- m. **Pollution:**
Personal and advertising injury arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time.
- n. **Pollution-Related:**

Any loss, cost or expense arising out of any:

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

o. **War:**

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

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

p. **Distribution of Material in Violation of Statutes:**

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

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

q. **Abuse or Molestation:**

Personal and advertising injury arising out of:

- (1) The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured; or
- (2) The negligent:
 - (a) Employment;
 - (b) Investigation;
 - (c) Supervision;
 - (d) Reporting to the proper authorities, or failure to so report; or
 - (e) Retention;of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Item (1) above.

COVERAGE C – MEDICAL PAYMENTS

1. INSURING AGREEMENT:

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

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

Provided that:

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

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

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

2. EXCLUSIONS:

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We will not pay expenses for **bodily injury** to:

- a. **Any Insured:**
Any **insured**, except **volunteer workers**.
- b. **Hired Person:**
A person hired to do work for or on behalf of any **insured** or a tenant of any **insured**.
- c. **Injury on Normally Occupied Premises:**
A person injured on that part of premises **you** own or rent that the person normally occupies.
- d. **Workers Compensation and Similar Laws:**
A person, whether or not an **employee** of any **insured**, if benefits for the **bodily injury** are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. **Athletics Activities:**
A person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.
- f. **Products-Completed Operations Hazard:**
Included within the **products-completed operations hazard**.
- g. **Coverage A Exclusions:**
Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any **suit** against an **insured** we defend:
 - a. All expenses we incur.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the **bodily injury** liability coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of the claim or **suit**, including actual loss of earnings up to \$250 a day because of time off from work.
 - e. All court costs taxed against the **insured** in the **suit**. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the **insured**.
 - f. Prejudgment interest awarded against the **insured** on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an **insured** against a **suit** and an indemnitee of the **insured** is also named as a party to the **suit**, we will defend that indemnitee if all of the following conditions are met:
 - a. The **suit** against the indemnitee seeks damages for which the **insured** has assumed the liability of the indemnitee in a contract or agreement that is an **insured contract**;
 - b. This insurance applies to such liability assumed by the **insured**;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the **insured** in the same

insured contract;

- d. The allegations in the **suit** and the information **we** know about the **occurrence** are such that no conflict appears to exist between the interests of the **insured** and the interests of the indemnitee;
- e. The indemnitee and the **insured** ask **us** to conduct and control the defense of that indemnitee against such **suit** and agree that **we** can assign the same counsel to defend the **insured** and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with **us** in the investigation, settlement or defense of the **suit**;
 - (b) Immediately send **us** copies of any demands, notices, summonses or legal papers received in connection with the **suit**;
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with **us** with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides **us** with written authorization to:
 - (a) Obtain records and other information related to the **suit**; and
 - (b) Conduct and control the defense of the indemnitee in such **suit**.

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

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

SECTION II – WHO IS AN INSURED

- 1. If **you** are designated in the Declarations as:
 - a. An individual, **you** and **your** spouse are **insureds**, but only with respect to the conduct of a business of which **you** are the sole owner.
 - b. A partnership or joint venture, **you** are an **insured**. **Your** members, **your** partners, and their spouses are also **insureds**, but only with respect to the conduct of **your** business.
 - c. A limited liability company, **you** are an **insured**. **Your** members are also **insureds**, but only with respect to the conduct of **your** business. **Your** managers are **insureds**, but only with respect to their duties as **your** managers.
 - d. An organization other than a partnership, joint venture or limited liability company, **you** are an **insured**. **Your** executive officers and directors are **insureds**, but only with respect to their duties as **your** officers or directors. **Your** stockholders are also **insureds**, but only with respect to their liability as stockholders.
 - e. A trust, **you** are an **insured**. **Your** trustees are also **insureds**, but only with respect to their duties as trustees.
- 2. Each of the following is also an **insured**:
 - a. **Your** volunteer workers only while performing duties related to the conduct of **your** business, or **your** employees, other than either **your** executive officers (if **you** are an organization other than a partnership, joint venture or limited liability company) or **your** managers (if **you** are a limited liability company), but only for acts within the scope of their employment by **you** or while performing duties related to the conduct of **your** business. However, none of these **employees** or **volunteer workers** are **insureds** for:
 - (1) **Bodily injury** or **personal and advertising injury**:
 - (a) To **you**, to **your** partners or members (if **you** are a partnership or joint venture), to **your** members (if **you** are a limited liability company), to a co-employee while in the course of his or her employment or performing duties related to the conduct of **your** business, or to **your** other **volunteer workers** while performing duties related to the conduct of **your** business;
 - (b) To the spouse, child, parent, brother or sister of that co-employee or **volunteer worker** as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of

the injury described in Paragraphs (1)(a) or (b) above; or
(d) Arising out of his or her providing or failing to provide professional health care services.

(2) **Property damage** to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by **you**, any of **your employees, volunteer workers**, any partner or member (if **you** are a partnership or joint venture), or any member (if **you** are a limited liability company).

b. Any person (other than **your employee** or **volunteer worker**), or any organization while acting as **your** real estate manager.

c. Any person or organization having proper temporary custody of **your** property if **you** die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until **your** legal representative has been appointed.

d. **Your** legal representative if **you** die, but only with respect to duties as such. That representative will have all **your** rights and duties under this Coverage Part.

3. Any organization **you** newly acquire or form, other than a partnership, joint venture or limited liability company, and over which **you** maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization.

However:

a. Coverage under this provision is afforded only until the 90th day after **you** acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage A does not apply to **bodily injury** or **property damage** that occurred before **you** acquired or formed the organization; and

c. Coverage B does not apply to **personal and advertising injury** arising out of an offense committed before **you** acquired or formed the organization.

No person or organization is an **insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most **we** will pay regardless of the number of:

a. **Insureds**;

b. Claims made or **suits** brought; or

c. Persons or organizations making claims or bringing **suits**.

2. The General Aggregate Limit is the most **we** will pay for the sum of:

a. Medical expenses under Coverage C;

b. Damages under Coverage A, except damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

c. Damages under Coverage B.

3. The Products-Completed Operations Aggregate Limit is the most **we** will pay under Coverage A for damages because of **bodily injury** and **property damage** included in the **products-completed operations hazard**.

4. Subject to Paragraph 2. above, the Personal and Advertising Injury Limit is the most **we** will pay under Coverage B for the sum of all damages because of all **personal and advertising injury** sustained by any one person or organization.

5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most **we** will pay for the sum of:

a. Damages under Coverage A; and

b. Medical expenses under Coverage C

because of all **bodily injury** and **property damage** arising out of any one **occurrence**.

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most **we** will pay under Coverage A for damages because of **property damage** to any one premises, while rented to **you**, or in the case of damage by fire, while rented to **you** or temporarily occupied by **you** with permission of the owner.

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most **we** will pay under Coverage C for all medical expenses because of **bodily injury** sustained by any one person.

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy:**

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

2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

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

3. **Legal Action Against Us:**

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

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

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

4. **Other Insurance:**

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

a. **Primary Insurance:**

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

b. **Excess Insurance:**

- (1) This insurance is excess over:
 - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is fire, extended coverage, builder's risk, installation risk or similar coverage for **your work**;
 - (ii) That is fire insurance for premises rented to **you** or temporarily occupied by **you** with permission of the owner;
 - (iii) That is insurance purchased by **you** to cover **your** liability as a tenant for **property damage** to premises rented to **you** or temporarily occupied by **you** with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, **autos** or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.
 - (b) Any other primary insurance available to **you** covering liability for damages arising out of the premises or operations, or the products and completed operations, for which **you** have been added as an additional **insured** by attachment of an endorsement.
- (2) When this insurance is excess, **we** will have no duty under Coverages A or B to defend the **insured** against any **suit** if any other insurer has a duty to defend the **insured** against that **suit**. If no other insurer defends, **we** will undertake to do so, but **we** will be entitled to the **insured's** rights against all those other insurers.
- (3) When this insurance is excess over other insurance, **we** will pay only **our** share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (4) **We** will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. **Method of Sharing:**

If all of the other insurance permits contribution by equal shares, **we** will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, **we** will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. **Premium Audit:**

- a. **We** will compute all premiums for this Coverage Part in accordance with **our** rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period **we** will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, **we** will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information **we** need for premium computation, and send **us** copies at such times as **we** may request.

6. **Representations:**

By accepting this policy, **you** agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations **you** made to **us**; and
- c. **We** have issued this policy in reliance upon **your** representations.

7. **Separation of Insureds:**

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

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

8. **Transfer of Rights of Recovery Against Others to Us:**

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

9. **When We Do Not Renew:**

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

10. **Cancellation:**

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to **us** advance written notice of cancellation.
- b. **We** may cancel this policy by mailing or delivering to the first Named Insured at the last mailing address known to **us** written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if **we** cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if **we** cancel for any other reason.
- c. Other termination provisions:
 - (1) Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
 - (2) If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

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

However, **auto** does not include **mobile equipment**.
3. **Bodily injury** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. **Coverage territory** means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by **you** in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on **your** business; or
 - (3) **Personal and advertising injury** offenses that take place through the Internet or similar electronic means of communication;provided the **insured's** responsibility to pay damages is determined in a **suit** on the merits, in the territory described in Paragraph a. above or in a settlement **we** agree to.
5. **Employee** includes a **leased worker**. **Employee** does not include a **temporary worker**.
6. **Executive officer** means a person holding any of the officer positions created by **your** charter, constitution, by-laws or any other similar governing document.
7. **Hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be.
8. **Impaired property** means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:
 - a. It incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. **You** have failed to fulfill the terms of a contract or agreement.

Impaired property does not include property that can be restored to use by the repair, replacement, adjustment or removal of **your**

product or your work or caused by **your** failure to fulfill the terms of a contract or agreement.

9. **Insured contract** means:

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

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

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

10. **Leased worker** means a person leased to **you** by a labor leasing firm under an agreement between **you** and the labor leasing firm, to perform duties related to the conduct of **your** business. **Leased worker** does not include a **temporary worker**.

11. **Loading or unloading** means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or **auto**;
- b. While it is in or on an aircraft, watercraft or **auto**; or
- c. While it is being moved from an aircraft, watercraft or **auto** to the place where it is finally delivered.

Loading or unloading does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or **auto**.

12. **Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises **you** own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

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

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;

- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

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

13. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. **Personal and advertising injury** means injury, including consequential **bodily injury**, arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in **your advertisement**; or
 - g. Infringing upon another's copyright, trade dress or slogan in **your advertisement**.
15. **Pollutants** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
16. **Products-completed operations hazard**:
 - a. Includes all **bodily injury** and **property damage** occurring away from premises **you** own or rent and arising out of **your product** or **your work** except:
 - (1) Products that are still in **your** physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, **your work** will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in **your** contract has been completed;
 - (b) When all of the work to be done at the job site has been completed if **your** contract calls for work at more than one job site; or
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
 - b. Does not include **bodily injury** or **property damage** arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by **you**, and that condition was created by the **loading or unloading** of that vehicle by any **insured**;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

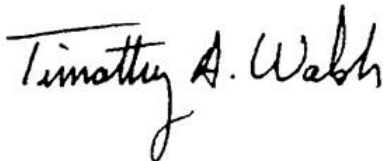
17. **Property damage** means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All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

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

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

18. **Suit** means a civil proceeding in which damages because of **bodily injury, property damage or personal and advertising injury** to which this insurance applies are alleged. **Suit** includes:
- a. An arbitration proceeding in which such damages are claimed and to which the **insured** must submit or does submit with **our** consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the **insured** submits with **our** consent.
19. **Temporary worker** means a person who is furnished to **you** to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.
20. **Volunteer worker** means a person who is not **your employee**, and who donates his or her work and acts at the direction of and within the scope of duties determined by **you**, and is not paid a fee, salary or other compensation by **you** or anyone else for their work performed for **you**.
21. **Your product:**
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) **You**;
 - (b) Others trading under **your** name; or
 - (c) A person or organization whose business or assets **you** have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and
 - (2) The providing of or failure to provide warnings or instructions.
 - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
22. **Your work:**
- a. Means:
 - (1) Work or operations performed by **you** or on **your** behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your work**, and
 - (2) The providing of or failure to provide warnings or instructions.

IN WITNESS WHEREOF, this Company has caused this policy to be signed by Authorized Officers.



Authorized Officer



Authorized Officer

AMERICAN NATIONAL LLOYDS INSURANCE COMPANY

INVESTOR PROPERTY
COMMERCIAL GENERAL LIABILITY
ASBESTOS LIABILITY EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby understood and agreed that Asbestos Liability is excluded from the Commercial General Liability Policy.

There is no coverage for:

1. Bodily injury, property damage, personal injury, or advertising injury arising out of, resulting from, caused or contributed to by asbestos or exposure to asbestos; or
2. The costs of abatement, mitigation, removal or disposal of asbestos. This exclusion also includes:
 - a. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; and
 - b. Any obligation to share damages with or to repay any other person who must pay damages because of such injury or damage.

ALL OTHER PROVISIONS OF THIS POLICY REMAIN UNCHANGED.

AMERICAN NATIONAL LLOYDS INSURANCE COMPANY

INVESTOR PROPERTY
COMMERCIAL GENERAL LIABILITY
COMMUNICABLE DISEASE EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby understood and agreed that Communicable Disease is excluded from the Commercial General Liability Policy.

There is no coverage for:

1. Bodily injury or property damage arising out of the giving of, spreading of or exposure to a communicable disease, including but not limited to the following: Measles (rubella), mumps, hepatitis, diphtheria, scarlet fever, smallpox, rabies, pandemic flu, tuberculosis, influenza, Ebola virus, conjunctivitis, plague, dengue, viral encephalitis, and Kawasaki Syndrome; and
2. Sexually transmitted diseases, including but not limited to the following: HIV, AIDS, chlamydia, syphilis, gonorrhea, herpes, scabies, etc.

ALL OTHER PROVISIONS OF THIS POLICY REMAIN UNCHANGED.

AMERICAN NATIONAL LLOYDS INSURANCE COMPANY
INVESTOR PROPERTY
COMMERCIAL GENERAL LIABILITY
EMPLOYMENT-RELATED PRACTICES EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby understood and agreed that Employment-Related Practices is excluded from the Commercial General Liability Policy.

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

There is no coverage for bodily injury to:

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

This exclusion applies:

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

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

There is no coverage for personal and advertising injury to:

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

This exclusion applies:

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

ALL OTHER PROVISIONS OF THIS POLICY REMAIN UNCHANGED.

AMERICAN NATIONAL LLOYDS INSURANCE COMPANY

INVESTOR PROPERTY
COMMERCIAL GENERAL LIABILITY
FINANCIAL ENDEAVORS EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby understood and agreed that Financial Endeavors are excluded from the Commercial General Liability Policy.

There is no coverage for bodily injury, property damage, personal injury, or advertising injury arising out of:

1. Operations over which you exercise control in a fiduciary capacity as trustee, guardian, executor, administrator, custodian, escrow agent or similar capacity;
2. Damage to real or personal property of others in your safekeeping, care, custody or control;
3. The use or misuse by your tenants of funds loaned by you to such tenants;
4. The ownership, maintenance or use of any building in which you hold a security interest because of loans made in connection with the construction thereof;
5. Any negligent act, error or omission in the performance of professional services for others by or on your behalf, including but not limited to:
 - a. Administering estates or trusts or managing real or personal property of others;
 - b. Acting as a mortgagee, mortgage servicing agent or fiduciary with regard to deeds of trust or mortgages;
 - c. The rendering of financial, economic or investment advice or advisory or management services;
 - d. Compliance or failure to comply with notice to stop payment in connection with any check, note or draft, or refusal to pay or to certify or give notice of dishonor of such check note or draft;
 - e. Electronic data processing;
 - f. Acting as an escrow company or escrow agent;
 - g. Acting as an insurance agent or broker;
 - h. Acting as a real estate agent or broker; or
 - i. Failure to comply with Section 130, Civil Liberty, or Title I (Truth In Lending Act) of the Consumer Protection Act (Public Law 90-321; 82 stat 146 et seq.) or any subsequent laws.

ALL OTHER PROVISIONS OF THIS POLICY REMAIN UNCHANGED.

AMERICAN NATIONAL LLOYDS INSURANCE COMPANY
INVESTOR PROPERTY
COMMERCIAL GENERAL LIABILITY
INSURED PREMISES AND OPERATIONS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Insured Premises and Operations coverage insures only bodily injury or property damage arising out of the ownership, maintenance, or the use of the insured premises and all operations necessary or incidental thereto.

Insured premises means:

1. The premises designated in the Commercial General Liability Coverage Declarations;
2. The premises for which the named insured is contractually obligated to obtain liability coverage for; and
3. The premises as to which the named insured acquires ownership or control and reports his intention to insure such premises under this policy and no other within 30 days after such acquisition; and includes the ways immediately adjoining such premises on land.

ALL OTHER PROVISIONS OF THIS POLICY REMAIN UNCHANGED.

AMERICAN NATIONAL LLOYDS INSURANCE COMPANY
INVESTOR PROPERTY
COMMERCIAL GENERAL LIABILITY
LEAD – HAZARDOUS PROPERTIES EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby understood and agreed that Lead – Hazardous Properties is excluded from the Commercial General Liability Policy.

There is no coverage for:

Any loss, cost or expense arising out of, resulting from, caused or contributed to by lead from paint or water, including dust, provided that such damages result from or are contributed to by the hazardous properties of lead. This includes, but is not limited to, any costs for abatement, mitigation, removal or disposal of paint or other items containing lead.

This exclusion also includes, but is not limited to:

1. Any supervision, instructions, recommendations, requests, warnings or advice given or which should have been given in connection with the above; and
2. Any obligation to share damages with or to repay any other person who must pay damages.

ALL OTHER PROVISIONS OF THIS POLICY REMAIN UNCHANGED.

AMERICAN NATIONAL LLOYDS INSURANCE COMPANY

INVESTOR PROPERTY
COMMERCIAL GENERAL LIABILITY
NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby understood and agreed that Nuclear Energy Liability is excluded from the Commercial General Liability Policy.
There is no coverage for:

1. Any liability coverage for bodily injury or property damage:
 - a. With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - b. Resulting from the hazardous properties of nuclear material and with respect to which:
 - (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - (2) 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.
2. Any medical payments coverage, for 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.
3. Any liability coverage, for bodily injury or property damage resulting from hazardous properties of nuclear material, if:
 - a. The nuclear material:
 - (1) Is at any nuclear facility owned by, or operated by or on behalf of, an insured; or
 - (2) Has been discharged or dispersed therefrom;
 - b. 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
 - c. 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 (item c.) applies only to property damage to such nuclear facility and any property threat.

As used in this endorsement:

1. Hazardous properties includes radioactive, toxic or explosive properties.
2. Nuclear material means source material, special nuclear material or by-product material.
3. Source material, special nuclear material, and by-product material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
4. Spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor.
5. Waste means any waste material:
 - a. Containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content; and
 - b. Resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility.
6. 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; and
 - 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
 - e. Any site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
7. 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.
8. Property damage includes all forms of radioactive contamination of property.

ALL OTHER PROVISIONS OF THE POLICY REMAIN UNCHANGED.

AMERICAN NATIONAL LLOYDS INSURANCE COMPANY

INVESTOR PROPERTY
COMMERCIAL GENERAL LIABILITY
PRODUCTS COMPLETED OPERATIONS HAZARD LIABILITY EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby understood and agreed that Products Completed Operations Hazard Liability is excluded from the Commercial General Liability Policy.

There is no coverage for:

Bodily injury or property damage falling within the completed operations hazard or the products hazard.

ALL OTHER PROVISIONS OF THE POLICY REMAIN UNCHANGED.

AMERICAN NATIONAL LLOYDS INSURANCE COMPANY

INVESTOR PROPERTY
COMMERCIAL GENERAL LIABILITY
PUNITIVE DAMAGES EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby understood and agreed that Punitive Damages are excluded from the Commercial General Liability Policy.

There is no coverage under this policy for claims of or indemnification for punitive or exemplary damages.

If a suit seeking both compensatory and punitive or exemplary damages shall have been brought against the insured for a claim falling within the coverage provided under the policy, we will afford a defense to such an action. We shall not have an obligation to pay any costs, interest, or damages attributable to punitive or exemplary damages.

ALL OTHER PROVISIONS OF THE POLICY REMAIN UNCHANGED.

AMERICAN NATIONAL LLOYDS INSURANCE COMPANY

INVESTOR PROPERTY
COMMERCIAL GENERAL LIABILITY
VACANT LAND LIABILITY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby understood and agreed that in consideration of an additional premium paid by the named insured, liability coverage is extended to cover vacant land.

Vacant land shall be defined as land with no man-made structures and no man-made improvements or alterations such as, but not limited to, buildings, plumbing, wiring, drainage ditches, irrigation ditches, mine shafts, quarries, man-made holes, building materials, and docks or piers extending over water.

Vacant land shall exclude land used for grazing, ranching, or farm purposes.

Land that has only fences, sidewalks, roads, driveways, or telephone poles, or a combination thereof, shall be considered vacant land for purposes of this endorsement.

ALL OTHER PROVISIONS OF THIS POLICY REMAIN UNCHANGED.

AMERICAN NATIONAL LLOYDS INSURANCE COMPANY
INVESTOR PROPERTY
COMMERCIAL GENERAL LIABILITY
INDEPENDENT CONTRACTOR EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is agreed that this insurance does not apply to **bodily injury, property damage, personal injury, advertising injury** or medical payments to:

1. Any **employee, temporary worker** or **leased worker** of independent contractors arising out of operations performed for you by said independent contractors or your acts or omissions in connection with the general supervision of such operations; or
2. The spouse, child, parent, brother or sister of that **employee, temporary worker** or **leased worker** as a consequence of 1. above.

ALL OTHER PROVISIONS OF THIS POLICY REMAIN UNCHANGED.

AMERICAN NATIONAL LLOYDS INSURANCE COMPANY

INVESTOR PROPERTY
COMMERCIAL GENERAL LIABILITY
CERTAIN PROPERTIES EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby understood and agreed that Certain Properties Liability is excluded from the Commercial General Liability Policy.

There is no coverage for:

1. Any ongoing manufacturing operations
2. Any operating hotels or motels , and/or
3. Farms over 2,000 acres.

ALL OTHER PROVISIONS OF THIS POLICY REMAIN UNCHANGED.

AMERICAN NATIONAL LLOYDS INSURANCE COMPANY

INVESTOR PROPERTY
COMMERCIAL GENERAL LIABILITY
TENANTS LIABILITY EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby understood and agreed that Tenants Liability is excluded from the Commercial General Liability Policy.

There is no coverage for:

Liability or suits arising from Tenants or the acts of Tenants.

ALL OTHER PROVISIONS OF THIS POLICY REMAIN UNCHANGED.

AMERICAN NATIONAL LLOYDS INSURANCE COMPANY

INVESTOR PROPERTY
COMMERCIAL GENERAL LIABILITY
HABITABILITY VIOLATION EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby understood and agreed that Habitability Violation Liability is excluded from the Commercial General Liability Policy.

I. The following exclusion is added to Section I, Coverage A – Bodily Injury and Property Damage Liability, Item 2. Exclusions and Section I, Coverage B – Personal and Advertising Injury Liability, Item 2. Exclusions:

This insurance does not apply to damages or expenses due to **bodily injury** or **property damage** arising out of or resulting from the alleged or actual violation(s) of the following, as they pertain to **habitability**, including amendments thereto:

- (a) Civil Codes;
- (b) Health and Safety Codes;
- (c) Any Housing and Urban Development laws, ordinances or statutes;
- (d) Rent stabilization laws and ordinances;
- (e) Federal, State or local section 8 (government subsidized) or programs;
- (f) Any administrative rules or regulations pertaining to any of the foregoing, including but not limited to those promulgated by local municipalities;
or
- (g) Actual or constructive wrongful eviction arising from (a) through (f) above.

We shall not have any duty to defend any claim, proceeding or **suit** in any way based on, attributed to, arising out of, resulting from or any manner related to that which is described above, including but limited to, the diminished value of property or mental, physical or emotional injuries alleged.

II. The following exclusion is added to Section I, Coverage B – Personal and Advertising Injury Liability, Item 2. Exclusions:

This insurance does not apply to damages or expenses due to **personal injury** or **advertising injury** arising out of or resulting from the alleged or actual violation(s) of the following, as they pertain to **habitability**, including amendments thereto:

- (a) Civil Codes;
- (b) Health and Safety Codes;
- (c) Any Housing and Urban Development laws, ordinances or statutes;
- (d) Rent stabilization laws and ordinances;
- (e) Federal, State or local section 8 (government subsidized) or programs;
- (f) Any administrative rules or regulations pertaining to any of the foregoing, including but not limited to those promulgated by local municipalities;
or
- (g) Actual or constructive wrongful eviction arising from (a) through (f) above.

We shall not have any duty to defend any claim, proceeding or **suit** in any way based on, attributed to, arising out of, resulting from or any manner related to that which is described above, including but limited to, the diminished value of property or mental, physical or emotional injuries alleged.

The following definition is added to Section V – Definitions, Item 23. **Habitability**:

Habitability means safe living environment and/or fit for occupancy by human beings in a sanitary, healthy, habitable and tenantable condition.

ALL OTHER PROVISIONS OF THE POLICY REMAIN UNCHANGED.

AMERICAN NATIONAL LLOYDS INSURANCE COMPANY
INVESTOR PROPERTY
COMMERCIAL GENERAL LIABILITY
ANIMAL, REPTILE & INSECT EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby understood and agreed that Animal, Reptile and Insect Liability is excluded from the Commercial General Liability Policy.

There is no coverage for:

Bodily injury, property damage, personal injury, advertising injury, medical payments or any injury, loss or damage arising out of or caused by any animal, birds, reptiles or insects regardless of whether owned by you, in your care, or on your premises.

ALL OTHER PROVISIONS OF THIS POLICY REMAIN UNCHANGED.