



Administrative Offices  
301 E. 4<sup>th</sup> Street  
Cincinnati, Oh 45202  
Tel: 1-513-369-5000

TXSN (Ed. 04 09) XS

**PLEASE READ THIS CAREFULLY**

**SURPLUS LINES NOTIFICATION**

**This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.**

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**Name of Broker or Authorized Representative**



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## IMPORTANT NOTICE

### TO OBTAIN INFORMATION OR TO MAKE A COMPLAINT

You may call Great American Insurance Companies' toll-free telephone number for information or to make a complaint at:

**1-800-972-3008**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### PREMIUM OR CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### ATTACH THIS NOTICE TO YOUR POLICY

This notice is for information only and does not become a part or condition of the attached document.

## AVISO IMPORTANTE

### PARA OBTENER INFORMACION O PARA SOMETER UNA QUEJA

Usted puede llamar al numero del telefono gratis de Great American Insurance Companies' para informacion o para someter una queja al:

**1-800-972-3008**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### DISPUTAS SOBRE PRIMAS O RECLAMOS

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

### UNA ESTE AVISO A SU POLIZA

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



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## **GENERAL SERVICE OF SUIT ENDORSEMENT (Not Applicable in Delaware or Pennsylvania)**

Pursuant to any statute of any state or district of the United States of America that makes provision therefor, the Insurer hereby designates the commissioner, superintendent or director of insurance or other officer specified for that purpose in the statute and his or her successors in office and duly authorized deputies as the Insurer's true and lawful attorney for service of legal process in any action, suit or proceeding brought in the state where this Policy is issued by or on behalf of an insured or beneficiary against the Insurer arising out of the insurance issued under this Policy. Any legal process received by such attorney for service of legal process shall be forwarded, except as provided below, to the attention of: **Eve Cutler Rosen, General Counsel, Great American Insurance Company, 301 E 4<sup>th</sup> Street, Cincinnati, Ohio 45202-4201.**

In **California**, any legal process received by the Insurer's statutory attorney for service of process shall be forwarded to the attention of: **Nancy Flores, The CT Corporation System, 818 West Seventh Street, Los Angeles, California 90017;**

In the **District of Columbia**, any legal process received by the Insurer's statutory attorney for service of process shall be forwarded to **CT Corporation System, 1015 15th Street, NW, Suite 1000, Washington, DC 20005;**

In **Illinois**, the Director, at his or her option, may forward a copy of the process to the Surplus Line Association of Illinois for delivery to the unauthorized insurer or may deliver the process to unauthorized insurer by another means which the Director considers to be reasonably prompt and certain. To be valid, the process must state the names of the Insured and the unauthorized insurer and identify the contract of insurance.

In **Maine**, the Insurer hereby designates CT Corporation System as its attorney for service of legal process in any action relating to this Policy, and directs that all legal process be mailed to: **CT Corporation System, One Portland Square, Portland, Maine 04101.**

In **Oregon**, the Insurer and the Insured policyholder hereby agree to waive the provisions of Oregon Insurance Code section **735.490** requiring that service of legal process in any action relating to this Policy shall be served on the insurance agent who registered or delivered this Policy, and instead agree that such service of legal process be mailed directly to **Eve Cutler Rosen, General Counsel, Great American Insurance Company, 301 E 4th Street, Cincinnati, Ohio 45202-4201.**

In **Rhode Island**, the Insurer hereby designates CT Corporation System as its attorney for service of legal process in any action relating to this Policy, and directs that all legal process be mailed to: **CT Corporation System, 10 Weybosset Street, Providence, Rhode Island 02903.**

The foregoing designations of attorney for service of legal process upon the Insurer shall not constitute a waiver of the Insurer's rights to remove, remand, dismiss or transfer any suit or proceeding from any court, or to commence any suit or other proceeding in any court of competent jurisdiction

Dated: 08/01/2011



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## Great American E & S Insurance Company

### PREMISES ENVIRONMENTAL LIABILITY INSURANCE DECLARATIONS

**THIS IS A CLAIMS MADE AND REPORTED POLICY. READ IT CAREFULLY.**

**THIS POLICY REQUIRES THAT A CLAIM BE MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD OR, IF APPLICABLE, THE EXTENDED REPORTING PERIOD.**

**SOME OF THE PROVISIONS CONTAINED IN THIS POLICY RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE RIGHTS AND DUTIES. LEGAL EXPENSE IS SUBJECT TO AND WILL ERODE THE LIMIT OF LIABILITY AND ANY APPLICABLE SELF-INSURED RETENTION.**

Policy Number: PEL 3948943 00  
 NEW BUSINESS  
 Customer Number: 0004727986

1. FIRST NAMED INSURED: NL VENTURES IX CELEBRATION, LLC  
 Street Address: 301 CONGRESS AVENUE, STE 320  
 City/State/Zip: AUSTIN, TX 78701

2. Policy Period: From: 4/18/2012 To: 4/18/2022  
 (12:01 A.M. standard time at the mailing address shown in Item 1. above)

3. Coverages and Coverage Section Limits of Liability and Self-Insured Retention:  
 If no Limit of Liability or Self-Insured Retention amount appears for a Coverage section shown below, this Policy does not apply for that Coverage section.

Coverage	Each POLLUTION CONDITION Limit	Coverage Aggregate Limit	Self-Insured Retention
A.	\$ 5,000,000	\$ 5,000,000	\$100,000
B.	\$ 5,000,000	\$ 5,000,000	\$ 250,000
C.	\$ 0	\$ 0	\$ 0
D.	\$ 5,000,000	\$ 5,000,000	\$50,000
E.	\$ 5,000,000	\$ 5,000,000	\$50,000

4. Policy Aggregate Limit of Liability: \$ 5,000,000

5. COVERED LOCATION(s): One Celebration Way, New Britain, CT 06053



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6. CONTRACTING SERVICES: Not Applicable
  
7. Retroactive Date (Only Applicable to Claims-Made Coverage Parts): Not Applicable
  
8. Reverse Retroactive Date: 4/18/2012
  
9. Premium: \$ 85,000.00  
-TRIA (Terrorism Coverage): \$ 0.00  
Assessments and Surcharges: \$ 0.00  
TOTAL: \$ 85,000.00
  
10. Minimum Earned Premium: 25%
  
11. Broker: Willis of Illinois, Inc.  
Street Address: 233 South Wacker Drive, Suite 2000  
City/State/Zip: Chicago, IL 60606
  
12. Forms and Endorsements applicable to all Coverage parts and made part of this Policy at the time of issue are listed on the attached Forms and Endorsements Schedule.



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**GREAT AMERICAN E & S INSURANCE COMPANY**  
**PREMISES ENVIRONMENTAL LIABILITY INSURANCE POLICY**

**THIS IS A CLAIMS MADE AND REPORTED POLICY. READ IT CAREFULLY.**

**THIS POLICY REQUIRES THAT A CLAIM BE MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD OR, IF APPLICABLE, THE EXTENDED REPORTING PERIOD.**

**SOME OF THE PROVISIONS CONTAINED IN THIS POLICY RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE RIGHTS AND DUTIES. LEGAL EXPENSE IS SUBJECT TO AND WILL ERODE THE LIMIT OF LIABILITY AND ANY APPLICABLE SELF-INSURED RETENTION.**

In this Policy, "the Company" refers to the company providing this insurance. Some other words and phrases that appear in capital letters have special meaning. Refer to SECTION II – DEFINITIONS.

In consideration of the payment of the Policy Premium and in reliance upon the statements contained in the Application and any other supplemental materials and information submitted in connection with the Application, and subject to all the terms, conditions, exclusions and limitations of this Policy, the Company agrees to provide insurance coverage to the INSURED as described herein:

**SECTION I. INSURING AGREEMENTS**

**EACH OF THE FOLLOWING COVERAGES IS IN EFFECT ONLY IF IT IS SCHEDULED IN THE DECLARATIONS. EACH COVERAGE THAT IS IN EFFECT IS SUBJECT TO SECTION VI. LIMIT OF LIABILITY AND SELF-INSURED RETENTION.**

**A. COVERAGE A - POLLUTION LEGAL LIABILITY**

The Company will pay on behalf of the INSURED for LOSS and related LEGAL EXPENSE because of a POLLUTION CONDITION on, at, under or migrating from the COVERED LOCATION(S), which the INSURED becomes legally obligated to pay as a result of a CLAIM first made against the INSURED during the POLICY PERIOD, but only if the INSURED reports the CLAIM to the Company, in writing, during the POLICY PERIOD or, if applicable, the EXTENDED REPORTING PERIOD.

**B. COVERAGE B – ON-SITE AND OFF-SITE CLEAN-UP COSTS**

The Company will pay on behalf of the INSURED for CLEAN-UP COSTS and related LEGAL EXPENSE because of a POLLUTION CONDITION on, at, under or migrating from the COVERED LOCATION(S):

1. which the INSURED becomes legally obligated to pay as a result of a CLAIM first made against the INSURED during the POLICY PERIOD; or
2. if the POLLUTION CONDITION is first discovered by the INSURED during the POLICY PERIOD;

but only if the INSURED notifies the Company of the CLAIM or POLLUTION CONDITION, in writing, during the POLICY PERIOD or, if applicable, the EXTENDED REPORTING PERIOD.

**C. COVERAGE C – CONTRACTING SERVICES POLLUTION LIABILITY**

The Company will pay on behalf of the INSURED for LOSS, CLEAN-UP COSTS, and related LEGAL EXPENSE

which the INSURED becomes legally obligated to pay because of a POLLUTION CONDITION arising from CONTRACTING SERVICES where, during the POLICY PERIOD:

1. a CLAIM for such LOSS and/or CLEAN-UP COSTS is first made against the INSURED; or
2. the POLLUTION CONDITION first begins and is first discovered by the INSURED;

but only if the INSURED notifies the Company of the CLAIM or POLLUTION CONDITION, in writing, during the POLICY PERIOD, or, if applicable, the EXTENDED REPORTING PERIOD.

**D. COVERAGE D - NON-OWNED DISPOSAL SITE**

The Company will pay on behalf of the INSURED for LOSS, CLEAN-UP COSTS, and related LEGAL EXPENSE because of a POLLUTION CONDITION on, at, under or migrating from a NON-OWNED DISPOSAL SITE, which the INSURED becomes legally obligated to pay as a result of a CLAIM first made against the INSURED during the POLICY PERIOD, but only if the INSURED reports the CLAIM to the Company, in writing, during the POLICY PERIOD or, if applicable, the EXTENDED REPORTING PERIOD.

**E. COVERAGE E – IN-BOUND AND OUT-BOUND CONTINGENT TRANSPORTATION COVERAGE**

The Company will pay on behalf of the INSURED for LOSS, CLEAN-UP COSTS, and related LEGAL EXPENSE because of a POLLUTION CONDITION arising from the INSURED's goods, products or waste during the course of transportation by a CARRIER to or from:

1. a JOB SITE where CONTRACTING SERVICES are being performed; or
2. a COVERED LOCATION(S);

including any loading or unloading of such goods, products or waste, which the INSURED becomes legally obligated to pay as a result of a CLAIM first made against the INSURED during the POLICY PERIOD, but only if the INSURED reports the CLAIM to the Company, in writing, during the POLICY PERIOD or, if applicable, the EXTENDED REPORTING PERIOD.

**SECTION II. DEFINITIONS**

**A. ADDITIONAL NAMED INSURED** means any person, organization, or entity identified as an ADDITIONAL NAMED INSURED in an endorsement issued by the Company, but solely for their liability as a result of their ownership, maintenance, use, operation, development or financial interest in a COVERED LOCATION(S).

**B. AUTOMOBILE** means a land motor vehicle, trailer, semi-trailer, mobile equipment, or off-road motor vehicle, including any machinery or apparatus attached thereto.

**C. BODILY INJURY** means:

1. physical injury, sickness, disease, or building related illness sustained by any person, including death resulting therefrom, and, solely with regard to this Item C.1., any accompanying medical or environmental monitoring; and/or
2. mental anguish, emotional distress, or shock;

caused by a POLLUTION CONDITION.

**D. CARRIER** means a person or entity, other than the INSURED or any subsidiary or affiliate company of the INSURED, engaged by or on behalf of the INSURED to transport material by AUTOMOBILE, aircraft, watercraft or rolling stock, but only if such person or entity is properly licensed to transport such material and in the business of transporting such material.

- E. CLAIM** means a demand, notice or assertion of a legal right alleging liability or responsibility on the part of the INSURED, arising out of a POLLUTION CONDITION, and shall include but not be limited to lawsuits, orders, petitions or governmental or regulatory actions, filed against the INSURED.
- F. CLEAN-UP COSTS** means reasonable and necessary expenses incurred to investigate, remove, dispose of, abate, contain, treat or neutralize a POLLUTION CONDITION, including any monitoring and testing costs:
1. to the extent required by Federal, State, Local or Provincial Laws, including but not limited to statutes, rules, ordinances, guidance documents, regulations and all amendments thereto, including state voluntary cleanup or risk based corrective action guidance, governing the liability or responsibilities of the INSURED; or
  2. in the absence of items in 1. above, to the extent recommended by a ENVIRONMENTAL PROFESSIONAL;
- with respect to a POLLUTION CONDITION.
- CLEAN-UP COSTS includes REPLACEMENT COSTS and also includes any associated punitive, exemplary or multiplied damages, where insurable by law.
- G. CONTRACTING SERVICES** means any contracting services listed in the Declarations and performed by the INSURED at a JOB SITE.
- H. COVERED LOCATION(S)** means any location(s) stated in the Declarations or any location(s) scheduled as such onto this Policy by an endorsement issued by the Company. COVERED LOCATION(S) does not include a JOB SITE.
- I. ENVIRONMENTAL PROFESSIONAL** means an individual designated by the Company who is duly certified or licensed in a recognized field of environmental science as required by a state board, a professional association, or both. The Company shall consult with the INSURED in conjunction with the selection of the ENVIRONMENTAL PROFESSIONAL. The Company may require that such professional meet certain minimum qualifications and maintain errors and omissions insurance.
- J. EXTENDED REPORTING PERIOD** means the Automatic Extended Reporting Period or, if applicable, the Optional Extended Reporting Period described in Section V. of this Policy.
- K. FIRST NAMED INSURED** means the person or entity stated in the Declarations.
- L. INSURED** means the FIRST NAMED INSURED, any ADDITIONAL NAMED INSURED added to this Policy by an endorsement issued by the Company, and any present or former director, officer, partner, member, employee, leased or temporary worker thereof, while acting within the scope of his/her duties as such.
- M. LEGAL EXPENSE** means attorneys' fees and other charges and expenses incurred in the investigation, adjustment, defense, or settlement of any CLAIM for LOSS or CLEAN-UP COSTS, or in connection with the payment of any CLEAN-UP COSTS. LEGAL EXPENSE includes the fees and expenses of consultants, expert witnesses, accountants, court reporters, and other vendors, for goods or services in connection with such investigation, adjustment, defense, or settlement, whether incurred by the INSURED, defense counsel, or the Company.
- LEGAL EXPENSE does not include salary charges of regular employees or officials of the Company, fees and expenses of supervisory counsel retained by the Company, or the time and expense incurred by the INSURED in assisting in the investigation or resolution of a CLAIM or in connection with CLEAN-UP COSTS, including but not limited to the costs of the INSURED's in-house counsel.
- N. LOSS** means a monetary judgment, award or settlement of:
1. compensatory damages, or
  2. punitive, exemplary or multiplied damages, civil fines, penalties and assessments, where insurable by law,
- because of BODILY INJURY and/or PROPERTY DAMAGE.

- O. JOB SITE** means a location at which CONTRACTING SERVICES are performed. However, JOB SITE does not include any of the following:
1. a COVERED LOCATION(S); or
  2. any location managed, operated, owned or leased by an INSURED or any subsidiary or affiliate of an INSURED.
- P. MOLD MATTER** means mold, mildew or any type or form of fungus; including any mycotoxins, spores, or byproducts produced or released by fungi.
- Q. NON-OWNED DISPOSAL SITE(S) (“NODS”)** means a location(s) used for the treatment, storage or disposal of an INSURED’S waste material, but only if:
1. the waste material is generated by CONTRACTING SERVICES or at a COVERED LOCATION(S); and
  2. the NODS is not managed, operated, owned or leased by the INSURED or any subsidiary or affiliate of the INSURED; and
  3. the NODS is permitted and/or licensed by any Federal, State, Local or Provincial authorities to accept such material as of the date of the treatment, storage or disposal; and
  4. the NODS is not listed on a proposed or final Federal National Priorities List (“NPL”) and any State or Provincial equivalent NPL, Superfund or Hazardous Waste list prior to the treatment, storage or disposal.
- R. POLICY PERIOD** means the period stated in the Declarations. However, if this Policy is cancelled, by either the FIRST NAMED INSURED or the Company, the policy period ends at the effective date and time of the cancellation.
- S. POLLUTANTS** mean any solid, liquid, gaseous or thermal pollutant, irritant or contaminant, including but not limited to smoke, vapors, odors, soot, fumes, acids, alkalis, toxic chemicals, hazardous substances, petroleum hydrocarbons, waste materials, including medical, infectious and pathological wastes, legionella, electromagnetic fields, MOLD MATTER and low-level radioactive waste and material.
- T. POLLUTION CONDITION** means any one or more of the following:
1. the discharge, dispersal, release, seepage, migration, or escape of POLLUTANTS into or upon land or structures thereupon, the atmosphere, or any watercourse or body of water including groundwater;
  2. the illicit abandonment of POLLUTANTS at a COVERED LOCATION(S) provided that such abandonment was committed by a person(s) or entity(ies) other than an INSURED and without any knowledge by a RESPONSIBLE PERSON;
  3. the existence of MOLD MATTER on, at, or within buildings or structures.
- U. PROPERTY DAMAGE** means:
1. physical injury to or destruction of tangible property of any person or organization other than an INSURED, including the resulting loss of use of such property, and including the personal property of such parties; or
  2. loss of use of such property that has not been physically injured or destroyed; or
  3. diminution in the value of such property; or
  4. natural resource damage which means the physical injury to or destruction of, as well as the assessment of such injury or destruction, including the resulting loss of value of land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act(16 U.S.C. 1801 et. seq.)), any State, Local or

Provincial government, any foreign government, any Native American tribe, or, if such resources are subject to a trust restriction or alienation, any member of a Native American Tribe.

caused by a POLLUTION CONDITION. However, PROPERTY DAMAGE does not include CLEAN-UP COSTS.

- V. **REPLACEMENT COSTS** means reasonable and necessary costs incurred by the INSURED with the Company's written consent, to repair, restore or replace damaged real or personal property in order to restore the property to the condition it was in prior to being damaged in the course of incurring CLEAN-UP COSTS. REPLACEMENT COSTS shall not exceed the actual cash value of such real or personal property prior to incurring the CLEAN-UP COSTS. For the purposes of this definition, actual cash value means replacement cost reduced by physical depreciation and obsolescence.
- W. **RESPONSIBLE PERSON** means any officer, director or partner of the INSURED; the manager or supervisor of the INSURED responsible for environmental or health and safety affairs, control or compliance; or any manager of a COVERED LOCATION(S).
- X. **UNDERGROUND STORAGE TANK** means any container or vessel, including the associated piping connected thereto, which is ten percent (10%) or more beneath the surface of the ground.

### SECTION III. TERRITORY

This Policy applies only to CLAIMS first made or brought in the United States, its territories or possessions, Puerto Rico or Canada, but only if the INSURED'S responsibility to pay for LOSS is determined in:

- A. a proceeding on the merits conducted in the United States, its territories or possessions, Puerto Rico or Canada, or
- B. a settlement agreed to by the Company.

### SECTION IV. EXCLUSIONS

**This Insurance does not apply to any LOSS, CLEAN-UP COSTS, LEGAL EXPENSE or other coverage afforded under this Policy or any endorsement issued by the Company:**

1. **Asbestos**  
based upon or arising out of any asbestos or asbestos containing material, in, on, or applied to any building or other structure. This exclusion does not apply to asbestos, or asbestos containing materials, in soil or in any watercourse or body of water including groundwater.
2. **Communicable Diseases**  
based upon or arising out of any exposure to infected humans or animals, or contact with bodily fluids of infected humans or animals.
3. **Contractual Liability**  
based upon or arising from the INSURED's assumption, under any contract or agreement, of the liability of another. This exclusion does not apply to liability the INSURED would have had in the absence of the contract or agreement.
4. **Criminal Fines, Penalties and Assessments**  
based upon or arising out of any criminal fine, criminal penalty, or criminal assessment.
5. **Employer's Liability/Workers' Compensation**  
based upon or arising out of any BODILY INJURY to an INSURED, or an employee of its parent, subsidiary or affiliate arising out of and in the course of employment by the INSURED or its parent or subsidiary or affiliate including BODILY INJURY or pecuniary loss to the spouse, child, parent, brother or sister of such injured employee. 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 another who must pay damages as a result of the BODILY INJURY.

**6. Faulty Workmanship/Own Work**

based upon or arising out of the costs to repair or replace faulty workmanship, construction, fabrication, installation, assembly or remediation if such faulty workmanship, construction, fabrication, installation, assembly or remediation was performed in whole or in part by an INSURED.

**7. Hostile Acts**

based upon or arising out of any consequence, whether direct or indirect, of declared or undeclared war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military or usurped power, or in defending against any one or more of those.

**8. Insured vs. Insured**

based upon or arising out of any CLAIM by one INSURED against any other INSURED. This exclusion does not apply to a CLAIM that arises out of an indemnification given by one INSURED to another INSURED as specified in a contract that was submitted and approved by the Company and added to this Policy by endorsement.

**9. Insured's Property/Bailee Liability**

with respect to property damage to property owned, leased or operated by, or in the care, custody or control of, the INSURED, even if such property damage is incurred to avoid or mitigate LOSS or CLEAN-UP COSTS which may be covered under this Policy. This exclusion does not apply to REPLACEMENT COSTS.

**10. Intentional Acts**

based upon or arising out of a POLLUTION CONDITION that results from any RESPONSIBLE PERSON's intentional disregard of, or deliberate, willful, or dishonest non-compliance with, any statute, regulation, ordinance, administrative complaint, notice letter, or instruction by or on behalf of any governmental agency or representative.

**11. Known Condition(s)**

based on or arising out of any POLLUTION CONDITION that was known by or reported to any RESPONSIBLE PERSON, but was not expressly reported in writing to the Company, before:

(a) the beginning of the POLICY PERIOD (as respects a POLLUTION CONDITION at any COVERED LOCATION(S), or arising out of any CONTRACTING SERVICES, shown in the Declarations at the beginning of the POLICY PERIOD), or

(b) the Company issues an endorsement to add:

i. the COVERED LOCATION(S) at which the POLLUTION CONDITION exists, or

ii. the CONTRACTING SERVICES from which the POLLUTION CONDITION arises,

to the Policy (as respects a POLLUTION CONDITION at any COVERED LOCATION(S), or arising out of any CONTRACTING SERVICES, that was not shown in the Declarations at the beginning of the POLICY PERIOD).

Any such expressly reported POLLUTION CONDITION which is not otherwise excluded under this Policy by endorsement is deemed to be first discovered on the date the COVERED LOCATION(S) or CONTRACTING SERVICES, as applicable, were added to this Policy.

**12. Lead-Based Paint**

based upon or arising out of lead-based paint in, on, or applied to, any building or other structure. This exclusion does not apply to lead-based paint in soil or in any watercourse or body of water including groundwater.

**13. Material Change in Use**

based upon or arising out of a change in the use of, or operations at, a COVERED LOCATION(S) from the use or operations as of the date the COVERED LOCATION(S) became insured by this Policy, if that change materially increases the likelihood or severity of a POLLUTION CONDITION or CLAIM.

**14. Natural Occurring Material(s)**

based upon or arising out of the existence, required removal, or abatement, of naturally occurring material(s). This exclusion does not apply where such substances are present at a JOB SITE due to the performance of

CONTRACTING SERVICES or at a COVERED LOCATION(S) only because of human activities or processes. This exclusion also does not apply to MOLD MATTER.

**15. New Pollution Conditions at Divested Property**

based upon or arising out of a POLLUTION CONDITION on, at, under or migrating from a COVERED LOCATION(S), if the discharge, dispersal, release, seepage, migration or escape of those POLLUTANTS begins after such COVERED LOCATION(S) is sold, given away, or abandoned by the INSURED, or condemned.

**16. Products Liability**

based upon or arising out of goods or products manufactured, sold, handled, distributed, altered or repaired by the INSURED or by others trading under the INSURED's name, including any container thereof, any failure to warn, or any reliance upon a representation or warranty made at any time with respect thereto, but only if the POLLUTION CONDITION occurs away from the COVERED LOCATION(S) and after physical possession of such goods or products has been relinquished to others.

**17. Retroactive Date**

based upon or arising out of a POLLUTION CONDITION that first commenced prior to the retroactive date stated in the Declarations, including any further dispersal, migration or movement of that POLLUTION CONDITION on or after that date.

**18. Reverse Retroactive Date**

based upon or arising out of a POLLUTION CONDITION that first commenced subsequent to the reverse retroactive date stated in the Declarations.

**19. Underground Storage Tank(s)**

based upon or arising out of the existence of any UNDERGROUND STORAGE TANK(s). This exclusion does not apply to UNDERGROUND STORAGE TANK(s):

- (a) either closed, abandoned in place or removed, in accordance with all applicable federal, state, or provincial regulations, prior to the inception date of this Policy; or
- (b) endorsed to this Policy in the Underground Storage Tank(s) and Associated Piping Schedule, if any; or
- (c) the existence of which is unknown by all RESPONSIBLE PERSONS as of the inception date of this Policy.

**20. Vehicles**

based upon or arising out of the ownership, maintenance, use, operation, loading or unloading of any AUTOMOBILE, aircraft, watercraft, rolling stock or any other form of transportation, including any cargo carried thereby, beyond the legal boundaries of a JOB SITE where CONTRACTING SERVICES are being performed or a COVERED LOCATION(S). This exclusion does not apply to Coverage E – In-Bound and Out-Bound Contingent Transportation Coverage.

**SECTION V. EXTENDED REPORTING PERIOD**

**A. Automatic Extended Reporting Period**

In the event of the termination of this insurance before the expiration date shown in the Declarations, the INSURED shall be entitled to a ninety (90) day Automatic Extended Reporting Period for no additional premium. The Automatic Extended Reporting Period shall apply as follows:

- (1) A CLAIM first made against the INSURED during the POLICY PERIOD and reported to the Company, in writing, during the ninety (90) days immediately following the effective date of such termination will be deemed to have been made on the last day of the POLICY PERIOD, provided such CLAIM is otherwise covered by this Policy.
- (2) A CLAIM first made against the INSURED and reported to the Company, in writing, during the ninety (90) days immediately following the effective date of such termination will be deemed to have been made on the last day of the POLICY PERIOD, provided such CLAIM arises from a POLLUTION CONDITION first discovered and reported to the Company, in writing, prior to such termination, and is otherwise covered by this Policy.

The Automatic Extended Reporting Period does not apply where: (1) the Policy is terminated for fraud or non-payment of premium; or (2) the INSURED has purchased other insurance to replace the insurance provided under this Policy.

For the purposes of Section V.A. – Automatic Extended Reporting Period, under this Policy:

- (a) either cancellation or non-renewal shall be deemed to be a termination of this insurance; and
- (b) in the event of non-renewal, the expiration date shown in the Declarations shall be deemed the effective date of the termination.

**B. Optional Extended Reporting Period**

The FIRST NAMED INSURED shall be entitled to purchase an Optional Extended Reporting Period upon cancellation or non-renewal of the Policy, subject to the following terms and conditions:

The FIRST NAMED INSURED shall be entitled to purchase an Optional Extended Reporting Period upon payment of an additional premium of not more than 200% of the full Policy Premium.

The Optional Extended Reporting Period shall be effective for three (3) consecutive three-hundred and sixty-five (365) day periods commencing immediately following the effective date of cancellation or non-renewal. The FIRST NAMED INSURED must elect to purchase this Optional Extended Reporting Period in writing within thirty (30) days from the cancellation or non-renewal of the Policy. The Automatic Extended Reporting Period of ninety (90) days will be merged into this period and is not in addition to this period.

The Optional Extended Reporting Period shall only apply to CLAIMS first made against the INSURED during the Optional Extended Reporting Period, but only by reason of a POLLUTION CONDITION first discovered and reported to the Company, in writing, during the POLICY PERIOD, and is otherwise covered by this Policy.

The Optional Extended Reporting Period does not apply where: (1) the Policy is terminated for fraud or non-payment of premium; or (2) the INSURED has purchased other insurance to replace the insurance provided under this Policy.

For the purposes of Section V.B. – Optional Extended Reporting Period under this Policy:

- (a) either cancellation or non-renewal shall be deemed to be a termination of this insurance; and
- (b) in the event of non-renewal, the expiration date shown in the Declarations shall be deemed the effective date of the termination.

It is a condition precedent to the operation of the rights granted under Section V.B. that payment of the appropriate premium shall be made not later than thirty (30) days after expiration in the case of non-renewal or prior to cancellation in the case of cancellation.

For purposes of Section V., the quotation of different Limits of Liability, Self-Insured Retentions, terms or conditions by the Company shall not be construed as termination or non-renewal of this Policy.

**SECTION VI. LIMIT OF LIABILITY AND SELF-INSURED RETENTION**

- A. The Limits of Liability and Self-Insured Retention shown in the Declarations and the rules below fix the most the Company will pay regardless of the number of INSUREDS, COVERED LOCATION(S), CONTRACTING SERVICES, POLLUTION CONDITIONS, CLAIMS made, or persons or organizations making CLAIMS.
- B. For purposes of this Policy, the same or related POLLUTION CONDITIONS at any one JOB SITE where CONTRACTING SERVICES are performed, or at any one COVERED LOCATION, shall be deemed a single POLLUTION CONDITION.
- C. This Policy will pay covered LOSS, CLEAN-UP COSTS, LEGAL EXPENSE or any other coverages afforded under this Policy or any endorsements attached hereto only (1) in excess of the applicable Self-Insured Retention Amount stated

in the Declarations and (2) subject to the applicable Limit of Liability stated in the Declarations and the other terms and conditions of this Policy.

- D. The Self-Insured Retention Amount is to be borne by the INSURED and is not to be insured unless the Company has expressed its prior consent in writing to the FIRST NAMED INSURED. If the same or related POLLUTION CONDITION results in coverage under more than one coverage section for which a limit is stated in the Declarations or under any other coverage afforded under this Policy or any endorsements attached hereto, only the single highest Self-Insured Retention amongst such applicable coverages shall apply.
- E. Each POLLUTION CONDITION Limit – Subject to Items F. and G. below, the most the Company will pay for the sum of all LOSS, CLEAN-UP COSTS, and LEGAL EXPENSE under each coverage section stated in the Declarations, or under any other coverages afforded under this Policy or any endorsements attached thereto, arising out of the same or related POLLUTION CONDITION is the Each POLLUTION CONDITION Limit applicable to that particular coverage.
- F. Coverage Section Aggregate Limit – Subject to Item G. below, the Company's total liability for the sum of all LOSS, CLEAN-UP COSTS, and LEGAL EXPENSE under each coverage section stated in the Declarations, or under any other coverages afforded under this Policy or any endorsements attached thereto, during the POLICY PERIOD or, if applicable, the EXTENDED REPORTING PERIOD, shall not exceed the Coverage Aggregate Limit of Liability applicable to that particular coverage.
- G. Policy Aggregate Limit - The Company's total liability for the sum of all LOSS, CLEAN-UP COSTS, LEGAL EXPENSE and any other coverages afforded under this Policy or any endorsements attached thereto, shall not exceed the Policy Aggregate Limit of Liability as stated in the Declarations.
- H. Any LOSS, CLEAN-UP COSTS, LEGAL EXPENSE or any other coverages afforded under this Policy or any endorsements attached hereto, incurred and reported to the Company, in writing, over more than one POLICY PERIOD, and resulting from the same or related POLLUTION CONDITION, shall be considered a single POLLUTION CONDITION. The LOSS, CLEAN-UP COSTS, LEGAL EXPENSE or any other coverages afforded under this Policy or any endorsements attached thereto will be subject to the same Limit of Liability and Self-Insured Retention Amount(s) in effect at the time the POLLUTION CONDITION was first reported to the Company, in writing, during the POLICY PERIOD or, if applicable, the EXTENDED REPORTING PERIOD.

## **SECTION VII. REPORTING, DEFENSE, SETTLEMENT AND COOPERATION**

- A. As a condition precedent to the coverage hereunder, in the event a CLAIM is made against the INSURED for LOSS or CLEAN-UP COSTS, or a POLLUTION CONDITION is first discovered that results in a LOSS or CLEAN-UP COSTS, written or oral notice containing particulars sufficient to identify the INSURED and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the INSURED to the Company or any of its authorized agents as soon as practicable. In the event of oral notice, the INSURED agrees to furnish a written report as soon as practicable. The INSURED shall also forward to the Company every demand, notice, summons, order or other process received by the INSURED or the INSURED's representative as soon as practicable.
- B. No costs, charges or expenses shall be incurred, nor payments made, obligations assumed or remediation commenced, without the Company's consent which shall not be unreasonably withheld. This provision does not apply to costs incurred by the INSURED on an emergency basis, where delay on the part of the INSURED would cause injury to persons or damage to property or increase significantly the cost of responding to a POLLUTION CONDITION. The INSURED shall notify the Company of all such expenses immediately after the emergency ends.
- C. The Company shall have the right to designate legal counsel for the investigation, adjustment and defense of CLAIMS. The Company shall consult with the INSURED in conjunction with the selection of counsel. The Company shall have the right and duty to defend an INSURED against any CLAIM for LOSS or for CLEAN-UP COSTS, however, the Company will have no duty to defend the INSURED for LOSS or for CLEAN-UP COSTS to which this Policy does not apply.
- D. Once the applicable Limit of Liability has been exhausted, the Company shall not be obligated to defend or continue to defend any CLAIM or pay for any LOSS, CLEAN-UP COSTS or other coverage afforded under this Policy.

- E. The Company may, where allowable by law, appoint one counsel to defend all of the INSUREDs under this Policy on a joint defense basis.
- F. In the event that the INSURED is entitled by law to select independent counsel (Cumis Counsel) to defend the INSURED at the Company's expense, the attorney's fees and all other litigation expenses incurred by the Company shall be limited to the same rates that the Company would pay to counsel selected by the Company to defend a similar CLAIM in the location where the CLAIM arose or is being defended. The Company may require that such counsel meet certain minimum qualifications and maintain errors and omissions insurance. The INSURED agrees that such counsel will timely respond to the Company's request for information.
- G. The INSURED shall not admit liability or settle any CLAIM without the Company's consent. If the Company recommends a monetary settlement of a CLAIM acceptable to a claimant:
  1. for an amount within the Self-Insured Retention Amount and the INSURED refuses such settlement, the Company shall not be liable for any LOSS, CLEAN-UP COSTS, LEGAL EXPENSE, or any other coverages afforded under this Policy or any endorsements attached thereto in excess of the Self-Insured Retention Amount; or
  2. for a total amount in excess of the Self-Insured Retention and within the applicable Limits of Liability and the INSURED refuses such settlement, the Company's liability for LOSS, CLEAN-UP COSTS, LEGAL EXPENSE, or any other coverages afforded under this Policy or any endorsements attached hereto, shall be limited to that portion of the sum of (a) the recommended settlement and (b) the costs, charges and expenses already incurred as of the date of the INSURED's refusal, which exceeds the Self-Insured Retention Amount and is within the Limit of Liability.
- H. All INSUREDs shall cooperate with the Company and upon the Company's request shall submit to examination by a representative of the Company, under oath if required, and shall attend hearings, depositions and trials and assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits, as well as in the investigation and/or defense, all without charge to the Company. The INSURED shall further cooperate with the Company and do whatever is necessary to secure and enforce any rights of indemnity, contribution or apportionment which the INSURED may have.

**SECTION VIII. TRANSFER OF LEGAL DEFENSE DUTIES**

- A. If the Company believes that any of the applicable Limits of Liability stated in the Declarations has been or soon will be exhausted in defending a CLAIM, or that the Company has paid out or will soon pay out the Policy Aggregate Limit of Liability stated in the Declarations, the Company will so notify the FIRST NAMED INSURED in writing as soon as possible. The Company will advise that its duty to defend CLAIMS seeking damages subject to those limits has terminated, subject to payment of the limits, and that it will no longer handle the defense of any CLAIM for which notice is given after the date it sends out such notice. The Company will take prompt and appropriate steps to transfer control of any existing defense prior to exhaustion of the limits to the FIRST NAMED INSURED. The FIRST NAMED INSURED agrees to reimburse the Company for any costs which the Company bears in connection with the transfer of the defense.
- B. The Company will take appropriate steps necessary to defend the CLAIM during the transfer of the defense and avoid any unfavorable legal action provided that the INSURED cooperates in the transfer of the duties of the defense.
- C. The Company's failure to comply with any of the provisions of Section VIII. shall in no way obligate the Company to defend or continue to defend any CLAIM, or to pay any LOSS, CLEAN-UP COSTS or other sum covered under this Policy, after exhaustion of an applicable Limit of Liability.

**SECTION IX. CONDITIONS**

- A. **ACTION AGAINST COMPANY** - No action brought by an organization or entity, other than an INSURED, shall lie against the Company unless, as a condition precedent thereto, the INSURED has fully complied with all of the terms of this Policy and, the amount of the INSURED's obligation to pay shall have been finally determined either by judgment against the INSURED after actual trial or by written agreement of the INSURED, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join the Company as a party to any action against the INSURED to determine the INSURED's liability, nor shall the Company be impleaded by the INSURED or his legal representative.

- B. ASSIGNMENT** - This Policy shall be void as to the assignee or transferee, if assigned or transferred without written consent of the Company. This Policy can be assigned automatically without the consent of the Company to any first mortgagee of a COVERED LOCATION(S). The FIRST NAMED INSURED shall notify the Company of such assignment as soon as possible.
- C. BANKRUPTCY** - Bankruptcy or insolvency of the INSURED or of the INSURED's estate shall not relieve the Company of any of its obligations hereunder.
- D. CANCELLATION** - This Policy may be cancelled by the FIRST NAMED INSURED by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. In the event of cancellation by the FIRST NAMED INSURED, the return premium shall be computed in accordance with the customary short rate table and procedure after applying the minimum earned premium percentage stated in the Declarations. If a CLAIM is made, a POLLUTION CONDITION is discovered or coverage is otherwise afforded under this Policy, then the premium shall be considered fully earned by the Company and the INSURED is not entitled to a return premium upon cancellation.

This Policy may be cancelled by the Company by mailing to the FIRST NAMED INSURED at the address shown in the Declarations, written notice stating when not less than ninety (90) days [ten (10) days for non-payment of premium] thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the POLICY PERIOD. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is affected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

This Policy may be cancelled by the Company for the following reasons: (1) Non-payment of premium, or (2) Fraud or material misrepresentation on the part of the INSURED, such as can be proven in a court of law.

- E. CHANGES** - Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or estop the Company from asserting any right under the terms of this Policy; nor can the terms of this Policy be waived or changed, except by an endorsement issued by the Company to form a part of this Policy.
- F. CHOICE OF LAW** - All matters arising hereunder, including questions related to the validity, interpretation, performance and enforcement of this Policy, shall be determined in accordance with the law and practice of the State of New York (not including New York's choice of law rules).
- G. CONSENT** - Where the consent of the Company or the INSURED is required under this Policy, such consent shall not be unreasonably withheld, delayed, conditioned or denied.
- H. DECLARATIONS AND REPRESENTATIONS** - By acceptance of this Policy, the INSURED agrees that the statements contained in the Declarations, the application and any other supplemental materials and information submitted in connection with the application or any amendments to the Policy during the POLICY PERIOD are the INSURED's declarations and representations, that they shall be deemed material, that this Policy is issued in reliance upon the truth of such declarations and representations and that this Policy embodies all agreements existing between the INSURED and the Company or any of its agents relating to this insurance.
- I. HEADINGS** - The descriptions in the headings of this Policy are solely for convenience and form no part of the Policy terms and conditions.
- J. INSPECTION AND AUDIT** - The Company shall be permitted but not obligated to inspect and monitor on a continuing basis the INSURED's property or operations and any JOB SITE and COVERED LOCATION(S), at any time. Neither the Company's right to make inspections and monitor, nor the actual undertaking thereof, nor any report thereon, shall

constitute an undertaking, on behalf of the INSURED or others, to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with any law, rule or regulation. Access for the inspection and audit will be coordinated through the broker or agent of the FIRST NAMED INSURED.

- K. JURISDICTION AND VENUE** - It is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company and the INSURED will submit to the jurisdiction of the State of New York and will comply with all the requirements necessary to give such court jurisdiction. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's right to remove an action to a United States District Court.
- L. OTHER INSURANCE** - Subject to Section VI., Limit of Liability and Self-Insured Retention, this insurance shall apply only in excess of the sum of the Self-Insured Retention amount stated in the Declarations and the applicable limits of any other valid and collectible insurance available to the INSURED, whether such other insurance is stated to be primary, pro rata, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the applicable Limits of Liability of this Policy.
- M. SEVERABILITY** - Except with respect to the Limits of Liability, Self-Insured Retention, Exclusion 8. ("Insured vs. Insured") and any rights and duties assigned in this Policy to the FIRST NAMED INSURED, this insurance applies as if each INSURED were the only INSURED and separately to each INSURED against whom a CLAIM is made. Any misrepresentation, act or omission that is in violation of a term, duty or condition under this Policy by one INSURED shall not by itself affect coverage for another INSURED under this Policy. This Condition M. shall not apply to an INSURED who is a parent, subsidiary or affiliate of the INSURED which committed the misrepresentation, act or omission referenced above.
- N. SOLE AGENT** - The FIRST NAMED INSURED stated in the Declarations shall act on behalf of all INSUREDS for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, giving and receiving notice of cancellation or non-renewal, and the exercise of the rights provided under Section V. – EXTENDED REPORTING PERIOD.
- O. SUBROGATION** – If the INSURED has rights to recover, from another person or organization, all or any part of a payment the Company makes under this Policy, those rights are transferred to the Company. The INSURED shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The INSURED shall do nothing to prejudice such rights. Any monies recovered as a result of subrogation proceedings shall accrue first to the INSURED to the extent of any payments it made in excess of the limits of liability, then to the Company to the extent of its payment under the Policy, and then to the INSURED to the extent of its payment of the self-insured retention. Expenses incurred in such subrogation proceedings shall be apportioned amongst the INSURED and Company in the proportion that each interested party's share in the recovery bears to the total recovery.



Administrative Offices  
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Cincinnati, Ohio 45202  
Tel: 1-513-369-5000

WIT 00 02 (Ed. 04 08)

**IN WITNESS WHEREOF**, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

A handwritten signature in black ink that reads "Kira Holley Howell".

Secretary

A handwritten signature in black ink that reads "Donald C. Z" followed by a long horizontal line.

President



Administrative Offices  
301 E. 4th Street  
Cincinnati, Ohio 45202  
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SLN 90 00 (Ed. 04 08)

## FORMS AND ENDORSEMENTS SCHEDULE

Policy No: PEL 3948943 00

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

Form and Edition	Form Description
PEL 30 00 (Ed. 04 08)	PREMISES ENVIRONMENTAL LIABILITY INSURANCE DECLARATIONS
PEL 30 01 (Ed. 04 08)	PREMISES ENVIRONMENTAL LIABILITY INSURANCE POLICY
PEL 31 00 (Ed. 10 09)	BUSINESS INTERRUPTION AND EXTRA EXPENSE ENDORSEMENT
PEL 31 18 (Ed. 12 08)	COVERAGE B - ON-SITE AND OFF-SITE CLEAN-UP COSTS RESTRICTION - NO DISCOVERY TRIGGER
PEL 30 50 (Ed. 04 08)	AGREEMENT TO INDEMNIFY TRIGGER
PEL 34 21 (Ed. 04 08)	EXCLUSION OF TERRORISM COVERAGE
PEL MANUS (02 11)	LAND USE, INSTITUTIONAL AND ENGINEERING CONTROLS EXCLUSION



Administrative Offices  
 301 E. 4th Street  
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PEL 31 00 (Ed. 10 09)

**ENDORSEMENT # 1**

This endorsement, effective 12:01 a.m., 4/18/2012, forms a part of Policy No. PEL 3948943 00 issued to NL VENTURES IX CELEBRATION, LLC By GREAT AMERICAN E & S INSURANCE COMPANY

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

**BUSINESS INTERRUPTION AND EXTRA EXPENSE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

PREMISES ENVIRONMENTAL LIABILITY INSURANCE POLICY

The INSURED and the Company agree to the following Policy change(s):

1. Section I. INSURING AGREEMENTS is amended by the addition of the following:

**F. COVERAGE F - BUSINESS INTERRUPTION AND EXTRA EXPENSE,**

The Company will pay the INSURED's BUSINESS INTERRUPTION LOSS and EXTRA EXPENSE because of an INTERRUPTION at a COVERED LOCATION(S), but only if:

1. the INTERRUPTION (a) first begins during the POLICY PERIOD and (b) is caused directly by a POLLUTION CONDITION on, at, under or migrating from such COVERED LOCATION(S); and
2. such POLLUTION CONDITION is (a) first discovered by the INSURED during the POLICY PERIOD and (b) is otherwise covered by this Policy; and
3. the INSURED reports the INTERRUPTION to the Company, in writing, as soon as possible and in any event prior to the end of the DEDUCTIBLE PERIOD.

If an INTERRUPTION is because of a POLLUTION CONDITION and any other cause, the Company shall only pay for that portion of BUSINESS INTERRUPTION LOSS and EXTRA EXPENSE that is solely because of such POLLUTION CONDITION.

2. Item 3. of the Declarations is amended by the addition of the following:

Coverage	Each POLLUTION CONDITION Limit	Coverage Aggregate Limit	DEDUCTIBLE PERIOD	CO-INSURANCE
F	\$5,000,000	\$5,000,000	Seven (7) Days	NA

3. Section VI. LIMIT OF LIABILITY AND SELF-INSURED RETENTION is amended by the addition of the following:

This Policy will pay covered BUSINESS INTERRUPTION LOSS and EXTRA EXPENSE only (1) in excess of the DEDUCTIBLE PERIOD and (2) subject to the applicable Limit of Liability and the other terms and conditions of this Policy. The DEDUCTIBLE PERIOD is not to be insured unless the Company has expressed its prior consent in writing to the FIRST NAMED INSURED.

Subject to the Coverage Aggregate Limit shown in Item 2. above, the Policy Aggregate Limit shown in the Declarations and the other terms and conditions of this Policy, the most the Company will pay for the sum of all BUSINESS INTERRUPTION LOSS and EXTRA EXPENSE arising out of the same or related POLLUTION CONDITION is the Each POLLUTION CONDITION Limit shown in Item 2. above less any CO-INSURANCE.

CO-INSURANCE is included within the applicable Limits of Liability and shall serve to reduce such limits accordingly.

If the INSURED could reduce the BUSINESS INTERRUPTION LOSS and EXTRA EXPENSE (a) by partial or complete resumption of operations or (b) by making use of other space at the COVERED LOCATION(S) or a location otherwise controlled by the INSURED, then such reductions will be taken into account when determining BUSINESS INTERRUPTION LOSS and EXTRA EXPENSE.

The Company's liability for BUSINESS INTERRUPTION LOSS and EXTRA EXPENSE will end on the date the POLLUTION CONDITION that caused the INTERRUPTION has been remediated to the extent that the INSURED may reasonably resume their normal operations.

4. Section II. DEFINITIONS is amended by the addition of the following:

**BUSINESS INTERRUPTION LOSS** means:

- i. the net profit or loss, before income taxes, the INSURED would have realized had there been no INTERRUPTION at the COVERED LOCATION(S); and
- ii. the continuing normal operating expenses, at such COVERED LOCATION(S), incurred by the INSURED including the payroll expense for employees of the INSURED with the exception of the INSURED's officers, directors, executives and contract employees; and
- iii. rental income from tenant occupancy of such COVERED LOCATION(S), but only if the rental income is pursuant to a lease signed and dated prior to the date the INTERRUPTION first began; and
- iv. the total amount of charges that are the legal obligation of the tenant(s) in Item iii. above pursuant to their lease with the INSURED and that would otherwise be the INSURED's obligation.

**CO-INSURANCE** means the percentage, shown in Item 2. above, of the BUSINESS INTERRUPTION LOSS and EXTRA EXPENSE that is in excess of the DEDUCTIBLE PERIOD and to be borne by the INSURED. CO-INSURANCE is included within the applicable Limits of Liability and shall serve to reduce such limits accordingly. The CO-INSURANCE is not to be insured unless the Company has expressed its prior consent in writing to the FIRST NAMED INSURED.

**DEDUCTIBLE PERIOD** means the length of time shown in Item 2. above, starting with the date the INTERRUPTION first begins, for which BUSINESS INTERRUPTION LOSS and EXTRA EXPENSE is to be borne by the INSURED.



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**PEL 31 00 (Ed. 10 09)**

**EXTRA EXPENSE** means costs incurred by the INSURED that are necessary to avoid or mitigate an INTERRUPTION at a COVERED LOCATION(S) but only if such costs reduce BUSINESS INTERRUPTION LOSS otherwise covered by this Policy.

**INTERRUPTION** means the necessary suspension of the INSURED's business operations.

5. Section V. EXTENDED REPORTING PERIOD does not apply to Coverage F.

All other terms and conditions remain the same.



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PEL 31 18 (Ed. 12 08)

**ENDORSEMENT # 2**

This endorsement, effective 12:01 a.m., 4/18/2012, forms a part of Policy No. PEL 3948943 00 issued to NL VENTURES IX CELEBRATION, LLC By GREAT AMERICAN E & S INSURANCE COMPANY

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

**COVERAGE B – ON-SITE AND OFF-SITE CLEAN-UP COSTS RESTRICTION  
– NO DISCOVERY TRIGGER**

This endorsement modifies insurance provided under the following:

PREMISES ENVIRONMENTAL LIABILITY INSURANCE POLICY

The INSURED and the Company agree to the following Policy change(s):

SECTION I. INSURING AGREEMENTS, B. COVERAGE B – ON-SITE AND OFF-SITE CLEAN-UP COSTS is deleted in its entirety and replaced with the following:

**B. COVERAGE B., ON-SITE AND OFF-SITE CLEAN-UP COSTS**

The Company will pay on behalf of the INSURED for CLEAN-UP COSTS and related LEGAL EXPENSE because of a POLLUTION CONDITION on, at, under or migrating from the COVERED LOCATION(S) which the INSURED becomes legally obligated to pay as a result of a CLAIM first made against the INSURED during the POLICY PERIOD but only if the INSURED notifies the Company of the CLAIM, in writing, during the POLICY PERIOD or, if applicable, the EXTENDED REPORTING PERIOD.

All other terms and conditions remain the same.



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PEL 30 50 (Ed. 04 08)

**ENDORSEMENT # 3**

**This endorsement, effective 12:01 a.m., 4/18/2012, forms a part of Policy No. PEL 3948943 00 issued to NL VENTURES IX CELEBRATION, LLC By GREAT AMERICAN E & S INSURANCE COMPANY**

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

**AGREEMENT TO INDEMNIFY TRIGGER**

This endorsement modifies insurance provided under the following:

PREMISES ENVIRONMENTAL LIABILITY INSURANCE POLICY

The INSURED and the Company agree to the following Policy change(s):

Each effective coverage section as stated in the Declarations or any other coverage provided under this Policy shall apply only:

- 1). to matters which arise out of or are subject to the below referenced Agreement(s) to Indemnify and obligations thereunder, if, during the POLICY PERIOD, the below referenced Indemnitor fails to perform its obligations under the below referenced Agreement(s) to Indemnify and the INSURED first notifies the Company, in writing, of that failure during the POLICY PERIOD, Automatic Extended Reporting Period, or Optional Extended Reporting Period, if applicable, or
- 2). to matters which do not arise out of or are not subject to the below referenced Agreement(s) to Indemnify and obligations thereunder, subject to the terms and conditions of the Policy.

Indemnitor(s):

City of New Britain

Agreement(s) to Indemnify:

- 1). Environmental Indemnity Agreement Dated June 15, 2007



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**PEL 30 50 (Ed. 04 08)**

In the event that the Indemnitor(s) fails to perform its obligations under the above-referenced Agreement(s) to Indemnify, the INSURED agrees to assign to the Company all rights of recovery under the above-referenced Agreement(s) that are specific to the LOSS, CLEAN-UP COSTS, LEGAL EXPENSE, or any other coverages provided by endorsement and to cooperate with the Company in pursuing recovery against the Indemnitor(s).

It is a condition precedent to coverage under this Policy that the INSURED comply with all of its obligations and notification requirements under the above-referenced Agreement(s) to Indemnify.

Notwithstanding the foregoing, no coverage will be afforded under this Policy if the above-referenced Agreement(s) to Indemnify is modified or if any subsequent agreement is entered into between the INSURED and any other entity which alters the indemnification afforded under the Agreement, unless the Company has agreed in writing to such modification or amendment.

All other terms and conditions remain the same.



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PEL 34 21 (Ed. 04 08)

**ENDORSEMENT # 4**

**This endorsement, effective 12:01 a.m., 4/18/2012, forms a part of Policy No. PEL 3948943 00 issued to NL VENTURES IX CELEBRATION, LLC By GREAT AMERICAN E & S INSURANCE COMPANY**

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

**EXCLUSION OF TERRORISM COVERAGE**

Pursuant to the requirements of the federal Terrorism Risk Insurance Act the INSURED has been provided notice that the INSURED may elect to purchase coverage for loss covered under this Policy arising directly or indirectly as a result of CERTIFIED ACT(s) OF TERRORISM and the premium charge for such coverage.

After receiving such notice, the INSURED has elected not to purchase coverage for CERTIFIED ACT(s) OF TERRORISM and has agreed to the following Policy change(s):

SECTION IV. EXCLUSIONS, **Hostile Acts** is deleted and replaced with the following:

**Hostile Acts**

based upon or arising out of any consequence, whether direct or indirect, of declared or undeclared war, invasion, act of foreign enemy, hostilities, CERTIFIED ACT(s) OF TERRORISM, and whether war be declared or not, civil war, rebellion, revolution, insurrection, or military or usurped power, or in defending against any one or more of those.

SECTION II. DEFINITIONS is amended by the addition of the following:

**CERTIFIED ACT(s) OF TERRORISM** means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act.

All other terms and conditions remain the same.



Administrative Offices  
301 E. 4th Street  
Cincinnati, Ohio 45202  
Tel: 1-513-369-5000

PEL MANUS (02 11)

**ENDORSEMENT # 5**

**This endorsement, effective 12:01 a.m., 4/18/2012, forms a part of Policy No. PEL 3948943 00 issued to NL VENTURES IX CELEBRATION, LLC By GREAT AMERICAN E & S INSURANCE COMPANY**

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

**LAND USE, INSTITUTIONAL AND ENGINEERING CONTROLS EXCLUSION**

This endorsement modifies insurance provided under the following:

PREMISES ENVIRONMENTAL LIABILITY INSURANCE POLICY

The INSURED and the Company agree to the following Policy change(s):

Section IV. EXCLUSIONS is amended by the addition of the following:

**Land Use, Institutional and Engineering Controls**

based upon or arising out of:

- (a) the failure to comply with any land use controls, activity and use limitations, institutional controls or deed restrictions; or
- (b) the installation, operation or maintenance of, or failure to install, operate or maintain any engineering controls,

applicable to the below-listed COVERED LOCATION(S), including but not limited to any such controls, limitations or restrictions identified in any applicable conservation easement, site management plan, corrective action plan or similar documentation.

COVERED LOCATION(S):

One Celebration Way, New Britain, CT 06053