



CONDOMINIUM PAC

CONDOMINIUMS

A Custom Insurance Policy Prepared for:

HILLTOP FARMS CONDO
ONE LYMAN ST

WESTBOROUGH

MA 01581

Presented by: HUB INTERNATIONAL N E LLC



RENEWAL CERTIFICATE

COMMON POLICY DECLARATIONS
CONDOMINIUM PAC PLUS
BUSINESS: CONDO/1-4

POLICY NO.: I-680-8928C692-TIL-07
ISSUE DATE: 12-20-07

INSURING COMPANY:
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

1. NAMED INSURED AND MAILING ADDRESS:

HILLTOP FARMS CONDO
ONE LYMAN ST

WESTBOROUGH MA 01581

2. POLICY PERIOD: From 12-29-07 to 12-29-08 12:01 A.M. Standard Time at your mailing address.

3. LOCATIONS:

PREM. NO.	BLDG. NO.	OCCUPANCY	ADDRESS (same as Mailing Address unless specified otherwise)
01	01	CONDO/1-4	SEE MANUSCRIPT ENDORSEMENT GRAFTON MA 01519

4. COVERAGE PARTS AND SUPPLEMENTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:

COVERAGE PARTS AND SUPPLEMENTS	INSURING COMPANY
Businessowners Coverage Part	TIL
Directors & Officers Coverage Supplement	TIL

5. The COMPLETE POLICY consists of this declarations and all other declarations, and the forms and endorsements for which symbol numbers are attached on a separate listing.

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy containing its complete provisions.

POLICY	POLICY NUMBER	INSURING COMPANY
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DIRECT BILL

7. PREMIUM SUMMARY:

Provisional Premium	\$	40,825.00
Due at Inception	\$	
Due at Each	\$	

NAME AND ADDRESS OF AGENT OR BROKER

HUB INTERNATIONAL N E LLC F6007
299 BALLARDVALE STREET UNIT 1
WILMINGTON MA 01887

COUNTERSIGNED BY:


Authorized Representative

DATE:
HUB International New England, LLC





BUSINESSOWNERS COVERAGE PART DECLARATIONS

CONDOMINIUM PAC PLUS

POLICY NO.: I-680-8928C692-TIL-07

ISSUE DATE: 12-20-07

INSURING COMPANY:

TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

POLICY PERIOD:

From 12-29-07 to 12-29-08 12:01 A.M. Standard Time at your mailing address.

FORM OF BUSINESS: CONDO ASSOC.

COVERAGES AND LIMITS OF INSURANCE: Insurance applies only to an item for which a "limit" or the word "included" is shown.

COMMERCIAL GENERAL LIABILITY COVERAGE

OCCURRENCE FORM	LIMITS OF INSURANCE	
General Aggregate (except Products-Completed Operations Limit)	\$	2,000,000
Products-Completed Operations Aggregate Limit	\$	2,000,000
Personal and Advertising Injury Limit	\$	1,000,000
Each Occurrence Limit	\$	1,000,000
Damage to Premises Rented to You	\$	300,000
Medical Payments Limit (any one person)	\$	5,000

BUSINESSOWNERS PROPERTY COVERAGE

DEDUCTIBLE AMOUNT: Businessowners Property Coverage: \$ 2,500 per occurrence.
Building Glass: None

BUSINESS INCOME/EXTRA EXPENSE LIMIT: Actual loss subject to a maximum limit of
\$ 7,680

Period of Restoration-Time Period: Immediately

Other additional coverages apply and may be changed by an endorsement. Please read the policy.



SPECIAL PROVISIONS:

**COMMERCIAL GENERAL LIABILITY COVERAGE
IS SUBJECT TO A GENERAL AGGREGATE LIMIT**

BUSINESSOWNERS PROPERTY COVERAGE

PREMISES LOCATION NO.: 01

BUILDING NO.: 01

COVERAGE	LIMIT OF INSURANCE	VALUATION	COINSURANCE	INFLATION GUARD
BUILDING *Replacement Cost	\$ 54,340,000	RC*	N/A	0.0%

Other coverage extensions apply and may be changed by an endorsement. Please read the policy.



POLICY NUMBER: I-680-8928C692-TIL-07

EFFECTIVE DATE: 12-29-07

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LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

* IL TO 25 08 01 RENEWAL CERTIFICATE
* MP TO 01 02 05 BUSINESSOWNERS COVERAGE PART DECS
* IL T8 01 01 01 FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

BUSINESSOWNERS

MP T1 02 02 05 BUSINESSOWNERS PROPERTY COV-SPEC FORM
MP T1 03 02 05 AMENDATORY PROVISIONS-CONDOMINIUM
* MP T3 23 05 02 FUNGUS ROT BACTERIA CHGS
* MP T3 06 01 00 SEWER OR DRAIN BACKUP EXTENSION
* MP T3 07 03 97 PROTECTIVE SAFEGUARDS-SPRINK&RESTAURANT
MP T3 25 01 06 TERRORISM RISK INS ACT OF 2002 NOTICE
* MP T3 49 10 06 BUS INC & EXTRA EXP POL LEVEL DOLLAR LMT
* MP T3 50 11 06 EQUIP BREAKDOWN SERV INTERRUPTION LIM
* MP T8 00 GENERAL PURPOSE ENDORSEMENT
* MP T8 01 GENERAL PURPOSE ENDORSEMENT
MP T3 32 02 05 THEFT OF MONEY AND SECURITIES EXCLUSION
* CP 01 03 02 98 MA CHANGES-CONDOMINIUMS
CP T3 11 03 98 MASSACHUSETTS CHANGES
CP T9 16 09 99 MASSACHUSETTS CHANGES "POLLUTANTS"

COMMERCIAL GENERAL LIABILITY

* CG TO 07 11 05 DECLARATIONS PREMIUM SCHEDULE
CG TO 34 11 03 TABLE OF CONTENTS
CG TO 59 10 91 TABLE OF CONTENTS DIR & OFFICERS
CG 00 01 10 01 COMMERCIAL GENERAL LIABILITY COV FORM
CG D2 37 11 03 EXCLUSION-REAL ESTATE DEV ACTIVITIES
CG D2 55 11 03 AMENDMENT OF COVERAGE - POLLUTION
CG D3 09 11 03 AMEND ENDT-PRODUCTS-COMPLETED OPR HAZARD
CG 21 70 11 02 CAP ON LOSSES CERTIFIED ACTS TERRORISM
* CG D0 28 10 91 DIR & OFFICERS LIAB END COMMUNITY ASSOC
CG D0 37 04 05 OTHER INSURANCE-ADDITIONAL INSUREDS
CG D1 86 11 03 XTEND ENDORSEMENT
CG D2 03 12 97 AMEND-NON CUMULATION OF EACH OCC
CG D2 34 01 05 WEB XTEND - LIABILITY
* MP T1 25 11 03 HIRED AUTO AND NON-OWNED AUTO LIAB
CG D2 43 01 02 FUNGI OR BACTERIA EXCLUSION
CG D2 56 11 03 AMENDMENT OF COVERAGE
CG D2 88 11 03 EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG D3 26 01 04 EXCLUSION-UNSOLICITED COMMUNICATIONS
* CG D3 56 01 05 MOBILE EQUIP/EXCL VEHICLES SUB TO MV LAW
* CG 21 51 09 89 AMEND LIQUOR LIAB EXCL EXCEPT SCHED ACT
CG D1 42 01 99 EXCLUSION-DISCRIMINATION

* TEXT IN THIS FORM HAS CHANGED, OR THE FORM WAS NOT ON POLICY BEFORE.

POLICY NUMBER: I-680-8928C692-TIL-07

EFFECTIVE DATE: 12-29-07

ISSUE DATE: 12-20-07

COMMERCIAL GENERAL LIABILITY (CONTINUED)

CG D2 42 01 02 EXCLUSION WAR
CG T4 78 02 90 EXCLUSION-ASBESTOS
CG 22 83 11 94 MA CHANGES-LEAD POISONING END
* CG 22 84 11 94 MA CHANGES-SUPP COV FOR LEAD POISON END
CG T3 33 11 03 LIMIT WHEN TWO OR MORE POLICIES APPLY

INTERLINE ENDORSEMENTS

IL T3 79 01 06 CAPS ON LOSSES FROM CERT ACTS OF TERROR
IL 00 21 07 02 NUCLEAR ENERGY LIAB EXCL END-BROAD FORM

* TEXT IN THIS FORM HAS CHANGED, OR THE FORM WAS NOT ON POLICY BEFORE.



BUSINESSOWNERS



BUSINESSOWNERS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGUS, ROT, BACTERIA AND OTHER CAUSES OF LOSS CHANGES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PROPERTY COVERAGE PART

A. SCHEDULE

Limited "Fungus", Wet Rot, Dry Rot and Bacteria Coverage:

Direct Damage Limit of Insurance

\$15,000 OR \$25,000 \$50,000 \$100,000 \$250,000

B. The EXCLUSIONS contained in Section B. of the BUSINESSOWNERS PROPERTY COVERAGE FORM are amended as follows:

1. The following exclusion is added to B.1.:

"Fungus", Wet Rot, Dry Rot and Bacteria

a. We will not pay for loss or damage, or any increase in the amount of loss or damage, caused directly or indirectly by or resulting from the 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 "specified cause of loss", we will pay for the loss or damage caused by that "specified 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 "Fungus", Wet Rot, Dry Rot and Bacteria in Section C.1. below of this endorsement with respect to loss or damage by a cause of loss other than fire or lightning.

2. The exclusions contained in B.2. are amended as follows:

a. Under exclusion B.2.d.(2), reference to fungus, wet or dry rot, mold is deleted.

b. Exclusion B.2.f. is deleted and replaced by the following:

We will not pay for 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.

C. The Additional Coverages contained in Section A.6. of the BUSINESSOWNERS PROPERTY COVERAGE FORM are amended as follows:

1. The following Additional Coverage is added:

Additional Coverage – Limited "Fungus", Wet Rot, Dry Rot and Bacteria

a. The coverage described in b. and c. below only applies when the "fungus", wet or dry rot or bacteria is the result of a "specified cause of loss", other than fire or lightning, that occurs during the policy period and only if all reasonable means have been used to save and preserve the property from further damage at the time of and after that occurrence.

b. Limited "Fungus", Wet Rot, Dry Rot and Bacteria Coverage – Direct Damage

(1) We will pay for direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including:

(a) The cost of removal of the "fungus", wet or dry rot or bacteria;

(b) The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and

(c) The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that



"fungus", wet or dry rot or bacteria are present.

- (2) The coverage described in b.(1) above is limited to \$15,000, or the limit of insurance shown in the Schedule of this endorsement for Limited "Fungus", Wet Rot, Dry Rot and Bacteria Coverage – Direct Damage. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage under this coverage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) which take place in a 12 month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of this annual limit even if the "fungus", wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period.
 - (3) The coverage provided under this Limited "Fungus", Wet Rot, Dry Rot and Bacteria Coverage – Direct Damage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more for the total of all loss or damage than the applicable Limit of Insurance on the Covered Property.
 - (4) If there is covered loss or damage to Covered Property that is not caused by "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited "Fungus", Wet Rot, Dry Rot and Bacteria Coverage – Direct Damage, except to the extent that "fungus", wet or dry rot or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited "Fungus", Wet Rot, Dry Rot and Bacteria Coverage – Direct Damage.
- c. Limited "Fungus", Wet Rot, Dry Rot and Bacteria Coverage – Business Income and Extra Expense

The following Limited "Fungus", Wet Rot, Dry Rot and Bacteria Coverage provisions for Business Income and Extra Expense apply only if Business Income and/or Extra Expense coverage applies to the described premises and only if the suspension of "operations" satisfies all of the terms of the applicable Business Income and/or Extra Expense coverage:

- (1) If the loss which results in the "fungus", wet or dry rot or bacteria does not in itself necessitate a suspension of "operations", but such suspension of "operations" is necessary due to loss or damage to property at the described premises caused by "fungus", wet or dry rot or bacteria, then our payment for Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
- (2) If a covered suspension of "operations" is caused by loss or damage at the described premises by other than "fungus", wet or dry rot or bacteria, but remediation of "fungus", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay, regardless of when such a delay occurs during the "period of restoration", but such coverage is limited to 30 days. The days need not be consecutive.

The coverage provided under this Limited "Fungus", Wet Rot, Dry Rot and Bacteria Coverage – Business Income and Extra Expense is included in, and not in addition to any limit or description of coverage for Business Income shown on the Businessowners Coverage Part Declarations or under the Extra Expense Additional Coverage.

- d. The terms of this Limited Coverage do not increase or reduce the coverage under the Water Damage, Other Liquids, Powder or Molten Damage Additional Coverage Extension or the coverage provided for collapse of buildings or structures under the Collapse of Buildings exclusion.

D. The DEFINITIONS contained in Section G. are amended as follows:

1. The definition of "Specified Causes of Loss" is deleted and replaced by the following:

"Specified Causes of Loss" means the following: Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse as defined below; volcanic action; falling objects as limited below; weight of snow, ice or sleet; and water damage as defined below; all only as otherwise insured against in this Coverage Form.

- a. Sinkhole collapse means 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:
 - (1) The cost of filling sinkholes; or
 - (2) Sinking or collapse of land into man-made underground cavities.
- b. Falling objects does not include loss or damage to:
 - (1) Personal property in the open; or
 - (2) 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.
- c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of any part of a system or appliance (other than a sump system including its related equipment and parts) containing water or steam.

When the Causes of Loss – Earthquake endorsement, Causes of Loss – Earthquake

Sprinkler Leakage endorsement or Causes of Loss – Broad Form Flood endorsement is included in this policy, "specified causes of loss" also includes such cause of loss, but only to the extent such cause of loss is insured against under this Coverage Form.

2. The following definition is added:

"Fungus" means any type or form of fungus, including but not limited to mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

E. Ordinance or Law Coverage Change

Under:

1. The ordinance or law coverage in Section A.6.i. Increased Cost of Construction of the Businessowners Property Coverage Form;
2. Ordinance or Law Coverage endorsement MP T3 15; and
3. Any other Ordinance or Law coverage or Ordinance or Law – Increased "Period of Restoration" coverage provided under this Coverage Part;

the following exclusion is added:

This coverage does not apply to:

- a. Loss caused by or resulting from the enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
- b. Costs associated with the enforcement of any ordinance or law which requires any insured 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 "fungus", wet or dry rot or bacteria.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SEWER OR DRAIN BACK UP EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE PART

SCHEDULE

Limit of Insurance \$ 25,000

- A.** The following is added to the Covered Causes of Loss and the "specified causes of loss":

Sewer or Drain Back Up

We will pay for loss or damage to covered property caused by or resulting from water that backs up or overflows from a sewer or drain.

- B.** We will not pay for loss or damage caused by:
1. The emanation of water from a sump or similar device designed to prevent overflow or seepage or leakage of subsurface water;
 2. The emanation of water from a sewer or drain that is itself directly or indirectly caused by or

the result of flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not; or

3. Release of water impounded by a dam.

All other exclusions and limitations continue to apply.

- C.** The most we will pay for loss or damage at each described premises is the Limit of Insurance shown in the Schedule above for Sewer or Drain Back Up.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROTECTIVE SAFEGUARDS ENDORSEMENT FOR SPRINKLERED LOCATIONS AND RESTAURANTS

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE PART

SCHEDULE*

Prem. No.	Bldg. No.	Protective Safeguards Symbols Applicable	Prem. No.	Bldg. No.	Protective Safeguards Symbols Applicable
01	01	P1			



1. The following is added to the:
 BUSINESSOWNERS PROPERTY COVERAGE
 SPECIAL FORM
 BUSINESSOWNERS PROPERTY COVERAGE
 STANDARD FORM

PROTECTIVE SAFEGUARDS

a. As a condition of this insurance, you are required to maintain the protective devices or services listed in the Schedule above.

b. The protective safeguards to which this endorsement applies are identified by the following symbols:

"P-1" **Automatic Sprinkler System**, including related supervisory services.

Automatic Sprinkler System means:

(1) Any automatic fire protective or extinguishing system, including connected:

(a) Sprinklers and discharge nozzles;

*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations

- (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.

"P-9" Protective system covering cooking surface as described in application for insurance on file with the company

2. The following is added to the EXCLUSION section of:

BUSINESSOWNERS PROPERTY COVERAGE
SPECIAL FORM
BUSINESSOWNERS PROPERTY COVERAGE
STANDARD FORM

We will not pay for loss or damage caused by or resulting from fire if, prior to the fire, you:

- a. Knew of any suspension or impairment in any protective safeguard listed in the Schedule above and failed to notify us of that fact; or
- b. Failed to maintain any protective safeguard listed in the Schedule above, and over which you had control, in complete working order.

If part of an Automatic Sprinkler System is shut off due to breakage, leakage, freezing conditions or opening of sprinkler heads, notification to us will not be necessary if you can restore full protection within 48 hours.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS INCOME AND EXTRA EXPENSE – POLICY LEVEL DOLLAR LIMIT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM

1. Paragraph **A.3.d.(2)** under **Business Income and Extra Expense** is replaced by the following:
 - (2) Actual loss up to a maximum dollar limit, then we will pay for loss of Business Income and Extra Expense up to the limit shown in any one occurrence.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EQUIPMENT BREAKDOWN – SERVICE INTERRUPTION LIMITATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM

- A. The BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM is changed as follows:
1. The following is added to Paragraph A.7. **Coverage Extensions i. Equipment Breakdown:**
 - (a) Fire;
 - (b) Lightning;
 - (c) Windstorm or hail;
 - (d) Explosion (except for steam or centrifugal explosion);
 - (e) Smoke;
 - (f) Aircraft or vehicles;
 - (g) Riot or civil commotion;
 - (h) Vandalism;
 - (i) Sprinkler Leakage;
 - (j) Falling objects;
 - (k) Weight of snow, ice or sleet;
 - (l) Freezing; or
 - (m) Collapse.

GENERAL PURPOSE ENDORSEMENT

POLICY NUMBER:

I-680-8928CG9-2-TIL-07

CONDOMINIUM PAC PLUS

ISSUE DATE: 12/20/07

SCHEDULE OF POLICY LOCATIONS IS AS FOLLOWS:

	BUILDING LIMIT:
1. BLDG 1 U 10/12/14/16 ALFALFA DRIVE	\$836,000
2. BLDG 2 U 5-8 18/20/22/24 ALFALFA DR	\$836,000
3. BLDG 3 26/28 ALFALFA DRIVE	\$418,000
4. BLDG 4 UNITS 30/32/34 ALFALFA DRIVE	\$ 627,000
5. BLDG 5 UNITS 2/4/6 VIOLET LANE	\$627,000
6. BLDG 6 UNITS 25/27/29/31 ALFALFA DR	\$836,000
7. BLDG 37 UNITS 17/19/21/23 ALFALFA DR	\$836,000
8. BLDG 8 UNITS 2/4/6/8 ALFALFA DRIVE	\$836,000
9. BLDG 9 UNITS 1/3/5/7 BUTTERCUP LN	\$836,000
10. BLDG 10 UNITS 9/11/13/15 BUTTERCUP	\$836,000
11. BLDG 11 UNITS 2/4/6 BLUEBIRD DRIVE	\$627,000
12. BLDG 12 UNITS 8/10/12 BLUEBIRD DR	\$627,000
13. BLDG 13 UNITS 1/3/5 BLUEBIRD DR	\$627,000
14. BLDG 14 UNITS 7/9/11/13 BLUEBIRD DR	\$836,000
15. BLDG 15 UNITS 8/10 VIOLET LANE	\$418,000
16. BLDG 16 UNITS 16/18/20/22 BUTTERCUP	\$836,000
17. BLDG 17 UNITS 2/4 CHERRY LANE	\$418,000
18. BLDG 18 UNITS 15/17/19/21 VIOLET LN	\$836,000
19. BLDG 19 UNITS 17/19 BUTTERCUP LN	\$418,000
20. BLDG 20 UNITS 21/23/25 BUTTERCUP LN	\$627,000
21. BLDG 21 UNITS 27/29/31/33 BUTTERCUP	\$836,000
22. BLDG 22 UNITS 35/37/39/41 BUTTERCUP	\$836,000
23. BLDG 23 UNITS 43/45/47 BUTTERCUP LN	\$627,000
24. BLDG 24 UNITS 44/46 BUTTERCUP LN	\$418,000
25. BLDG 25 UNITS 38/40/42 BUTTERCUP LN	\$627,000
26. BLDG 26 UNITS 32/34/36 BUTTERCUP LN	\$627,000
27. BLDG 27 UNITS 24/26/28/30 BUTTERCUP	\$836,000
28. BLDG 28 UNITS 1/3/5/7 CHERRY LANE	\$836,000
29. BLDG 29 UNITS 9/11/13 CHERRY LANE	\$627,000
30. BLDG 30 UNITS 15/17/19/21 CHERRY LN	\$836,000
31. BLDG 31 UNITS 23/25/27/29 CHERRY LN	\$836,000
32. BLDG 32 UNITS 41/43 CHERRY LANE	\$418,000
33. BLDG 33 UNITS 45/47 CHERRY LANE	\$418,000
34. BLDG 34 UNITS 40/42/44/46 CHERRY LN	\$836,000
35. BLDG 35 UNITS 32/34/36/38 CHERRY LN	\$836,000
36. BLDG 36 UNITS 24/26/28/30 CHERRY LN	\$836,000
37. BLDG 37 UNITS 1/3/5/7 DAFFODIL CT	\$836,000
38. BLDG 38 UNITS 12/14/16/18 DAFFODIL CT	\$836,000
39. BLDG 39 UNITS 6/8/10 DAFFODIL CT	\$627,000
40. BLDG 40 UNITS 2/4 DAFFODIL CT	\$418,000
41. BLDG 41 UNITS 49/51/53/55 BUTTERCUP	\$836,000
42. BLDG 42 UNITS 57/59 BUTTERCUP LN	\$418,000
43. BLDG 43 UNITS 60/62 BUTTERCUP LN	\$418,000



GENERAL PURPOSE ENDORSEMENT

POLICY NUMBER:

I-680-8928C69-2-TIL-07

CONDOMINIUM PAC PLUS

ISSUE DATE: 12/20/07

SCHEDULE OF POLICY LOCATIONS CONTINUED

BUILDING LIMIT:

44.	BLDG 44 UNITS 54/56/58 BUTTERCUP LN	\$627,000
45.	BLDG 45 UNITS 48/50/52 BUTTERCUP LN	\$627,000
46.	BLDG 46 UNITS 64/66 BUTTERCUP LN	\$418,000
47.	BLDG 47 UNITS 64/66/68/70 TULIP CT	\$836,000
48.	BLDG 48 UNITS 56/58/60/62 TULIP CT	\$836,000
49.	BLDG 49 UNITS 50/52/54 TULIP CT	\$627,000
50.	BLDG 50 UNITS 46/48 TULIP COURT	\$418,000
51.	BLDG 51 UNITS 40/42/44 TULIP CT	\$627,000
52.	BLDG 52 UNITS 34/36/38 TULIP CT	\$627,000
53.	BLDG 53 UNITS 28/30/32 TULIP CT	\$627,000
54.	BLDG 54 UNITS 20/22/24/26 TULIP CT	\$836,000
55.	BLDG 55 UNITS 14/16/18 TULIP COURT	\$627,000
56.	BLDG 56 UNITS 10/12 TULIP COURT	\$418,000
57.	BLDG 57 UNITS 2/4/6/8 TULIP COURT	\$836,000
58.	BLDG 58 UNITS 9/11/13/15 TULIP COURT	\$836,000
59.	BLDG 59 UNITS 17/19/21/23 TULIP CT	\$836,000
60.	BLDG 60 UNITS 25/27/29/31 TULIP CT	\$836,000
61.	BLDG 61 UNITS 57/59/61 TULIP CT	\$627,000
62.	BLDG 62 UNITS 19/21 DAFFODIL CT	\$418,000
63.	BLDG 63 UNITS 23/25 DAFFODIL COURT	\$418,000
64.	BLDG 64 UNITS 27/29/31/33 DAFFODIL CT	\$836,000
65.	BLDG 65 UNITS 35/37/39/41 DAFFODIL CT	\$836,000
66.	BLDG 66 UNITS 32/34 DAFFODIL CT	\$418,000
67.	BLDG 67 UNITS 24/26/28/30 DAFFODIL CT	\$836,000
68.	BLDG 68 UNITS 20/22 DAFFODIL CT	\$418,000
69.	BLDG 69 UNITS 69/71 BUTTERCUP LN	\$418,000
70.	BLDG 70 UNITS 73/75/77 BUTTERCUP	\$627,000
71.	BLDG 71 UNITS 68/70/72/74 BUTTERCUP	\$836,000
72.	BLDG 72 UNITS 79/81/83/85 BUTTERCUP	\$836,000
73.	BLDG 73 UNITS 76/78/80/82 BUTTERCUP	\$836,000
74.	BLDG 74 UNITS 84/86/88/90 BUTTERCUP	\$836,000
75.	BLDG 75 UNITS 92/94/96/98 BUTTERCUP	\$836,000
76.	BLDG 76 UNIT 100/102/104/106 BUTTER	\$836,000
77.	BLDG 77 UNIT 95/97/99/101 BUTTERCUP	\$836,000
78.	BLDG 78 UNIT 87/89/91/93 BUTTERCUP	\$836,000

TOTAL BLANKET BUILDING LIMIT

\$54,340,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MASSACHUSETTS CHANGES – CONDOMINIUMS

This endorsement modifies insurance provided under the following:

CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM ASSOCIATION CHANGES – STANDARD PROPERTY POLICY

SCHEDULE

Insurance Trustee

Condominium

JEFF ROBINSON

HILLTOP FARMS

- A. When this endorsement is attached to CONDOMINIUM ASSOCIATION CHANGES – STANDARD PROPERTY POLICY CP 17 99 the term Coverage Part in this endorsement is replaced by the term Policy.
- B. The following is added to the LOSS PAYMENT Loss Condition:
 - 1. The mortgageholder appoints an insurance trustee for the owners or co-owners of the condominium as shown in the Schedule or in the Declarations. This insurance trustee will:
 - a. Serve as "Agent with Power of Attorney as principal" as respects the CANCELLATION Common Policy Condition; and
 - b. Act on all matters dealing with loss damage to buildings or structures covered under this Coverage Part.
 - 2. This appointment includes the right to:
 - a. Receive loss payment due to the mortgageholder; and
 - b. Execute a full release on the mortgageholder's behalf.



GENERAL LIABILITY





GENERAL LIABILITY

DECLARATIONS PREMIUM SCHEDULE
Issue Date: 12-20-07

Policy Number: I-680-8928C692-TIL-07

This Schedule applies to the Declarations for the period of 12-29-07 to 12-29-08 .

It shows all of your known rating classes as of the effective date. Any exceptions will be so noted. This includes all locations you own, rent or occupy.

STATE	ZIP	CLASS DESCRIPTION/CODE NUMBER		PREMIUM BASE/ EXPOSURE	RATES	ADVANCE PREMIUM
MA	01519	Buildings (1-4 Units)	u	256	17.016	4,356



Premium Base Legend:
Premium Base
a = area
c = cost
e = employees
m = admissions
p = payroll

How Rates Apply
per 1000 sq. feet
per \$1000 of total cost
per employee
per 1000 of admissions
per \$1000 of payroll

Premium Base
s = gross sales
u = units
t =

How Rates Apply
per \$1000 of gross sales
per unit
This premium base is reserved
for unusual applications. Base
and how rates apply are shown
above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DIRECTORS AND OFFICERS LIABILITY ENDORSEMENT COMMUNITY ASSOCIATIONS

THIS ENDORSEMENT PROVIDES CLAIMS MADE COVERAGE. DEFENSE COSTS ARE INCLUDED WITHIN THE LIMITS OF INSURANCE. PLEASE READ THE ENTIRE FORM CAREFULLY.

DECLARATIONS:

- 1. Named Insured:
HILLTOP FARMS CONDO
- 2. Address: ONE LYMAN ST

WESTBOROUGH MA 01581
- 3. Coverage Period: 12-29-07 to 12-29-08
- 4. Limit of Insurance: \$ 1,000,000 Each Claim
\$ 1,000,000 Aggregate
- 5. Premium: \$ INCLUDED
- 6. Special Provisions, if any:

Throughout this endorsement the words "you" and "your" refer to the Named Insured shown in Item 1 of the Declarations above, and any other person or organization qualifying as a Named Insured under this endorsement. 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.

PROVISIONS

**I. Insuring Agreement – Directors and Officers
Condominium and Community Associations
Liability**

- A. We will pay those sums that the insured becomes legally obligated to pay as compensatory damages because of any "wrongful act" to which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any "wrongful act" and settle a claim or "suit" that may result. But:
 - (1) The amount we will pay is limited as described in LIMITS OF INSURANCE (Section III); and
 - (2) Our right and duty to defend end when we have used up the applicable limit of insurance by any payment, including but

not limited to any payment toward judgment, settlement or "defense expense."

- B. This insurance applies to "wrongful acts" committed at any time prior to the end of the coverage period, but only if:
 - (1) The "wrongful act" took place in the "coverage territory"; and
 - (2) A claim for compensatory damages because of the "wrongful act" is first made against any insured, in accordance with paragraph C. below, during the coverage period or any Extended Reporting Period we provide under CONDITIONS – Extended Reporting Period (Section IV).
- C. A claim by a person or organization seeking compensatory damages will be deemed to have been made at the earlier of the following times:

COMMERCIAL GENERAL LIABILITY

- (1) When notice of such claim is received by any insured or by us, whichever comes first; or
- (2) When we make settlement in accordance with paragraph A. above.

All claims arising out of the same or related "wrongful acts" will be deemed to have been made at the time the first of these claims is made against any insured.

D. Exclusions

The insurance provided by this endorsement does not apply to:

- (1) "Bodily injury," "property damage," "personal injury," or "advertising injury."
- (2) Punitive or exemplary damages.
- (3) Damages resulting from:
 - a. "Wrongful acts" which result in any insured gaining personal profit, remuneration or advantage to which such insured is not legally entitled.
 - b. Any dishonest, fraudulent, criminal or malicious act, error or omission committed by or with the knowledge or consent of any insured.
 - c. The failure of any person to effect or maintain acceptable amounts, forms, conditions or provisions of any insurance or bonds.
 - d. Any violation of the Employee Retirement Income Security Act of 1974, the Pension Reform Act of 1974, or similar provisions of any Federal, state or local statutory or common law.
 - e. Operations (including but not limited to construction, design, survey and engineering services) performed by or on behalf of the builder, sponsor or developer of the property designated in the Declarations.
 - f. The failure of any insured to enforce the rights of the Named Insured against the builder, sponsor or developer of the property designated in the Declarations.
 - g. Discrimination.
 - h. The "wrongful act" of any developer/sponsor who is an officer or

member of the condominium, or other community association, board of directors.

- i. Any claim or "suit" made by any insured against another insured.
 - j. Employment-related practices, policies, acts or omissions.
- (4) Damages resulting from:
- a. The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" or asbestos.
 - b. Any request, demand or order 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 asbestos.
 - c. Any claim or "suit" by or on behalf of a governmental authority 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" or asbestos.
- "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.
- (5) Damages resulting from:
- a. Any claim made or "suit" brought prior to or pending as of the inception date of the coverage period, as shown in the Declarations. However, if this insurance is a renewal of the same or similar coverage provided by us, this exclusion applies to claims made or "suits" brought prior to or pending as of the date such coverage was first provided by us.
 - b. Any subsequent claims made or "suits" brought which arise from or are based upon substantially the same matters as alleged in the pleadings of such prior or pending claims or "suits."

- c. Any act of any insured which gave rise to such prior or pending claim or "suit."
- d. Any claim or "suit" which may be reasonably anticipated as of the inception date of the coverage period, as shown in the Declarations.

II. WHO IS AN INSURED

- A. If you are named in Item 1 of the Declarations above, you are an insured.
- B. Your directors, trustees or officers are also insureds, but only while acting within the scope of their duties for you. This includes:
 - 1. Those who currently are directors, trustees or officers;
 - 2. Those who were directors, trustees or officers when the "wrongful act" took place;
 - 3. Those who become directors, trustees or officers after the effective date of this insurance, but only for subsequent "wrongful acts."
- C. Your employees and members are insureds, but only while acting at your direction and within the scope of their duties for you.

III. LIMITS OF INSURANCE

- A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - 1. Insureds;
 - 2. Claims made or "suits" brought;
 - 3. Persons or organizations making claims or bringing "suits."
- B. The Limit of Insurance shown in the Declarations above as "Aggregate" is the most we will pay for all damages and "defense expense" for all claims made during the Coverage Period shown in the Declarations.
- C. Subject to B. above, the Limit of Insurance shown as "Each Claim" is the most we will pay for damages and "defense expense" arising out of any one claim. For the purposes of determining the Limit of Insurance, all claims arising out of the same or related "wrongful acts" will be considered as one claim.

IV. CONDITIONS

A. Extended Reporting Period.

- 1. If this insurance is canceled or nonrenewed for any reason other than nonpayment of premium, we will provide an Extended Reporting Period of one year. This Extended Reporting Period does not extend the coverage period or change the scope of coverage provided. It applies only to claims for "wrongful acts" committed before the end of the coverage period.
- 2. The Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.
- 3. The Extended Reporting Period does not reinstate or increase the Limits of Insurance.

B. Bankruptcy.

Bankruptcy or insolvency on the part of the insured will not relieve us of our obligations under this insurance.

C. Insured's Duties In The Event Of A Wrongful Act, Claim Or Suit.

- 1. In the event of a "wrongful act", you must see to it that we are notified as soon as is practicable. To the extent possible, notice should include:
 - a. How, when and where the "wrongful act" took place;
 - b. The nature of the "wrongful act"; and
 - c. The names and addresses of injured parties and witnesses.

Notice of such a "wrongful act" does not constitute notice of a claim.
- 2. If a claim is received by any insured, you must immediately record the specifics of the claim and the date received, and notify us immediately. Written notice should be provided as soon as is practicable.
- 3. You and any other involved insured must:
 - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or a "suit";



- b. Authorize us to obtain records and other information;
- c. Cooperate with us in the investigation of any "wrongful act," or the investigation, settlement or defense of the claim or "suit"; and
- d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to any insured because of damages to which this insurance applies.

- 4. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

D. Legal Action Against Us.

No person or organization has a right under this insurance:

- 1. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- 2. To sue us on this insurance 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 obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this insurance 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.

E. Other Insurance.

This insurance is excess over any other valid and collectible insurance available to any insured, whether primary, excess, contingent, or on any other basis, unless such other insurance was purchased specifically to be excess over the limits of insurance this insurance provides.

F. Changes.

This endorsement contains all of the agreements between you and us concerning the insurance afforded under this endorsement. The first Named Insured shown in the Declarations is authorized to make changes in the

terms of this insurance with our consent. This endorsement's terms can be amended or waived only by endorsement issued specifically to amend this insurance.

G. 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 insurance, 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.

H. Conformity To Statute.

The terms of this insurance which are in conflict with the statutes of the state wherein this insurance is delivered are hereby amended to conform to such statutes.

I. Representations.

By accepting this insurance you agree:

- 1. The statements in the application are accurate and complete;
- 2. Those statements are based upon representations you made to us; and
- 3. We have issued this insurance in reliance upon your representations.

V. DEFINITIONS

- A. "Advertising injury" means injury arising out of one or more of the following offenses:
 - 1. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - 2. Oral or written publication of material that violates a person's right of privacy;
 - 3. Misappropriation of advertising ideas or style of doing business; or
 - 4. Infringement of copyright, title or slogan.
- B. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- C. "Coverage territory" means the United States of America (including its territories and possessions), Puerto Rico and Canada.
- D. "Defense expense" means fees charged by (an) attorney(s) designated or approved in writing by us and all other fees, costs, and expenses resulting from the investigation, ad-

justment, defense and appeal of a claim, "suit" or proceeding arising in connection therewith, if incurred by us or by an insured with our written consent.

E. "Personal injury means injury, other than "bodily injury," arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment;
2. Malicious prosecution;
3. 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 by or on behalf of its owner, landlord or lessor;
4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
5. Oral or written publication of material that violates a person's right of privacy.

F. "Property damage" means:

1. Physical injury to tangible property, including all resulting loss of use of that property;
2. Loss of use of tangible property that is not physically injured; or
3. Diminution of property value.

G. "Suit" means a civil proceeding in which damages because of a "wrongful act" to which this insurance applies are alleged. "Suit" includes:

1. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

H. "Wrongful act" means any actual or alleged error, mistake, misstatement or misleading statement, act, omission or neglect or breach of duty by any insured.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NONOWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

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

COVERAGE	ADDITIONAL PREMIUM
Hired Auto Liability	\$ INCLUDED
Nonowned Auto Liability	\$ INCLUDED

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

PROVISIONS

A. COVERAGE

If a premium charge is shown in the SCHEDULE above, the insurance provided under **Section I – Coverage A – Bodily Injury And Property Damage Liability** applies to "bodily injury" and "property damage" arising out of the maintenance or use of a "hired auto" or "nonowned auto". Maintenance or use of a "nonowned auto" includes test driving in connection with an "auto business".

B. EXCLUSIONS

With respect to the insurance provided by this endorsement:

1. The exclusions, under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, other than exclusions **a., b., d., e., f.** and **i.** and the Nuclear Energy Liability Exclusion (Broad Form) are deleted and replaced by the following:

- a. "Bodily injury" to:
 - (1) Any fellow "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.
- b. "Property damage" to:
 - (1) Property owned or being transported by, or rented or loaned to the insured; or
 - (2) Property in the care, custody or control of the insured.

C. WHO IS AN INSURED

Section II – Who Is An Insured is replaced by the following:

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

1. You;
2. Anyone else including any partner or "executive officer" of yours while using with your permission a "hired auto" or a "nonowned auto" except:
 - a. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner or lessee of a "nonowned auto" or any agent or "employee" of any such owner or lessee;
 - b. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;
 - c. Your "employee" if the covered "auto" is leased, hired or rented by him or her or a member of his or her household under a lease or rental agreement for a period of 180 days or more;
 - d. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;
 - e. Any partner or "executive officer" with respect to any "auto" leased or rented to such partner or officer or a member of his or her household under a lease or rental agreement for a period of 180 days or more;

- f. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;
 - g. Anyone other than your "employees", partners, a lessee or borrower or any of their "employees", while moving property to or from a "hired auto" or a "nonowned auto"; or
3. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under 1. or 2. above.

D. AMENDED DEFINITIONS

The Definition of "insured contract" of **Section V – Definitions** is amended by the addition of the following exceptions to paragraph f.:

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

- (4) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- (5) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

E. ADDITIONAL DEFINITIONS

Section V – Definitions is amended by the addition of the following definitions:

- 1. "Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
- 2. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include:
 - a. Any "auto" you lease, hire or rent under a lease or rental agreement for a period of 180 days or more, or
 - b. Any "auto" you lease, hire, rent or borrow from any of your "employees", partners, stockholders, or members of their households.
- 3. "Nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business at the time of an "occurrence". This includes "autos" owned by your "employees" or partners or members of their households but only while being used in the course and scope of your business at the time of an "occurrence".

If you are a sole proprietor, "nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business or personal affairs at the time of an "occurrence".



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOBILE EQUIPMENT REDEFINED EXCLUSION OF VEHICLES SUBJECT TO MOTOR VEHICLE LAWS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

A. Exclusion g. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** (Section I – Coverages) is deleted and replaced by the following:

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".

B. SECTION V – DEFINITIONS

The definition of "auto" (paragraph 2.) is deleted and replaced by the following:

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".

The definition of "mobile equipment" is deleted and replaced by the following:

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;

COMMERCIAL GENERAL LIABILITY

- 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 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 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".

C. WHO IS AN INSURED

Paragraph 3. of SECTION II – Who Is An Insured is deleted.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF LIQUOR LIABILITY EXCLUSION--
EXCEPTION FOR SCHEDULED ACTIVITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description of Activity(ies): NO SCHEDULED EVENTS

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

Exclusion c. of COVERAGE A (Section I) is replaced by the following:

c. "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:

- (1) Manufacture, sell or distribute alcoholic beverages;
- (2) Serve or furnish alcoholic beverages for a charge whether or not such activity:
 - (a) Requires a license;
 - (b) Is for the purpose of financial gain or livelihood; or
- (3) Serve or furnish alcoholic beverages without a charge, if a license is required for such activity.

However, this exclusion does not apply to "bodily injury" or "property damage" arising out of the selling, serving or furnishing of alcoholic beverages at the specific activity(ies) described above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MASSACHUSETTS CHANGES – SUPPLEMENTAL COVERAGE FOR LEAD POISONING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Limit of Liability

Each Occurrence \$ 300,000

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

A. With respect to the premises listed in the Declarations of this policy, for each "unit" on such premises for which you do not have either a "Letter of Interim Control" or a "Letter of Compliance," we will provide coverage under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages)** for liability arising out of an "occurrence" of lead poisoning, as described below.

This insurance applies to "bodily injury" which occurs during the policy period and arises out of lead poisoning from lead in a covered "unit" for which one of the following applies:

1. A "Letter of Interim Control" or a "Letter of Compliance" is not in effect at the time the "bodily injury" occurs; or
2. The "bodily injury" occurs more than 14 days after you, or your managing agent, are notified by an authorized lead inspector that a "unit" on your premises is not in conformance with an already existing emergency lead management plan and the "Letter of Interim Control." Such coverage applies only when no extension to that 14 day period is in effect.

This insurance does not apply to "bodily injury" which is the result of your gross or willful negligence.

Subject to the General Aggregate Limit shown in the Declarations of this policy, the most we will pay for all "bodily injury" arising out of any one "occurrence" of lead poisoning is the Each Occurrence limit shown in the Schedule above.

B. For the purposes of this endorsement, the **DEFINITIONS** Section is amended by the addition of the following:

1. "Letter of Compliance" means a Letter of Lead Abatement Compliance or its equivalent issued by a licensed governmental or private lead inspector in accordance with applicable laws and Department of Public Health regulations on lead poisoning prevention and control.

A "Letter of Interim Control" is not a "Letter of Compliance."

2. "Letter of Interim Control" means a letter, other than a "Letter of Compliance," which has been issued by a licensed lead inspector:

- a. In accordance with the applicable laws and the Department of Public Health regulations on lead prevention and control; and
- b. In connection with an emergency lead management plan which has been established to address an urgent lead paint hazard until a "Letter of Compliance" is obtained.

3. "Unit" means:

a. A room or set of rooms, let to an individual or household for use as living and sleeping quarters, which:

- (1) Is located in any building, premises, dwelling, or in the residential portion of such building or premises which includes both commercial and residential accommodations; and
- (2) Was constructed prior to 1978; and

b. The common areas used in connection with such room or set of rooms.



IMPORTANT NOTICE

NOTIFICATION OF PENDING CHANGES FOREIGN TERRORISM/TRIA

Pursuant to the requirements of the Terrorism Risk Insurance Act of 2002 (TRIA), this policy includes disclosure of the rate or premium charged for exposure to "*Insured Losses*" as defined under TRIA. TRIA is set to expire as of 12/31/07. If TRIA expires and is not extended or reenacted, the rate or premium disclosed for exposure to "*Insured Losses*" shall instead be applicable to exposure to loss caused by "act(s) of foreign terrorism", defined as follows:

- a. Any act that is violent or dangerous to human life, property or infrastructure; and
- b. The act has been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, 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.

Any coverage provided for loss caused by an "act of foreign terrorism" shall be subject to all of the terms, definitions, exclusions and conditions of the applicable policy, and any applicable federal and/or state laws, rules or regulations.



IMPORTANT NOTICE TO POLICYHOLDERS

MOBILE EQUIPMENT REDEFINED EXCLUSION OF VEHICLES SUBJECT TO MOTOR VEHICLE LAWS (CG D3 56) (EX G4 61)

NO COVERAGE IS PROVIDED BY THIS SUMMARY NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISIONS IN YOUR POLICY. YOU SHOULD READ YOUR POLICY TO DETERMINE YOUR RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS SUMMARY, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

PLEASE READ THIS NOTICE CAREFULLY.

The endorsement referenced above is being attached to your new policy. This endorsement clarifies our position with respect to the coverage for land vehicles subject to compulsory or financial responsibility or other motor vehicle insurance laws. Such vehicles are now specifically defined as "autos" and not "mobile equipment", and will not be covered under your Commercial General Liability policy for use other than the operation of attached machinery or equipment.

In any jurisdiction where the law holds that coverage required by compulsory or financial responsibility or other motor vehicle insurance laws for the mobile equipment is provided under your Commercial General Liability policy, this coverage change is a reduction of coverage.

If we also provide your Commercial Auto Insurance coverage, your new Commercial Auto policy will automatically provide the coverage required by compulsory or financial responsibility or other motor vehicle insurance laws for such land vehicles. If your Auto policy is written by another carrier, that coverage for such vehicles may be provided under your Auto policy automatically or may require the mobile equipment to be specifically scheduled.

If you have any questions about your insurance program, please contact your agent or local Company representative.



