RECEIVED
Oct 14 2026
S.C. SUPREME COURT

EXHIBIT 11

POLICY CERTIFICATION FORM

RE: NAMED INSURE: JM SMITH CORPORATION

POLICY NUMBER: TB2-151-278907-026

EFFECTIVE DATES: 09-01-2006 TO 09-01-2007

☒ **I certify this is to be a true copy of the original policy issued.**

☐ **I certify this is to be a true copy of the original Declarations page issued.**

☐ **I certify this is to be a true copy of the original Uninsured/Underinsured Motor Rejection and/or the Personal Injury Rejection form(s).**

☐ **This policy was retrieved from Liberty Mutual's files and is Liberty Mutual's best current evidence of the policy. Liberty Mutual, however, reserves the right to supplement or amend this policy should further or different terms, conditions, endorsements, or exclusions become known. Liberty Mutual does not acknowledge that this is a certified copy of the policy, or that it is the exact copy of the policy that was delivered to the insured.**

LIBERTY MUTUAL RESERVES THE RIGHT TO FURTHER AMEND OR SUPPLEMENT THIS POLICY SHOULD ANY ADDITIONAL TERMS, CONDITIONS OR EXCLUSIONS COME TO OUR ATTENTION.

Agnieszka Swiontkowska, USM
Central Processing Operations
Commercial Insurance Shared Services
Lewiston, Maine

Date: 11/22/2017

078200701203400002

Liberty Mutual Fire Insurance Company

Liberty Mutual Insurance Group/Boston

COMMERCIAL GENERAL LIABILITY DECLARATIONS

ACCOUNT	SUB-ACCT NO.
27 89 07	0000

POLICY NO.	TD/CD	SALES OFFICE	CODE	SALES REPRESENTATIVE	CODE	N/R	1ST YR
TB2-151-278907-026	92/4	SPARTANBURG, SC	0537	WALLACE	6082	2	2000

Item 1. Named Insured J M Smith Corporation

Address 101 W. St. John Street, Suite 305
Spartanburg, SC 29306

The named insured is: Corporation

Business of named insured is: Drugs, Proprietaries, and Sundries

		Mo.	Day	Year		Mo.	Day	Year
Item 2. Policy Period	From	09	01	2006	to	09	01	2007

12:01 A.M., standard time at the address of the named insured as stated herein.

Item 3. In return for the payment of the premium, and subject to all of the terms of this policy, we agree with you to provide the insurance as stated in this policy

LIMITS OF INSURANCE

EACH OCCURRENCE LIMIT	$ 1,000,000	
DAMAGE TO PREMISES RENTED TO YOU LIMIT	$ 1,000,000	Any one premises
MEDICAL EXPENSE LIMIT	$ 10,000	Any one person
PERSONAL & ADVERTISING INJURY LIMIT	$ 1,000,000	Any one person or organization
GENERAL AGGREGATE LIMIT	$ 2,000,000	
PRODUCTS / COMPLETED OPERATIONS AGGREGATE LIMIT	$ 2,000,000	

Deductible Endorsement Yes ☐ No ☒

TOTAL ADVANCE PREMIUM $ [redacted]

The premium for this policy is payable $ in advance, $ on first anniversary and $ on the second anniversary.

Audit Basis: 1 - At Expiration

The declarations are completed on the schedules designated Declarations Extension Schedules

These declarations, together with the Common Policy Conditions and Coverage Form(s) and any endorsement(s) complete the above numbered policy.

Forms and endorsements attached to this policy: See attached forms and endorsements schedule

This policy, including all endorsements issued herewith, is hereby countersigned by .....

*N*1N00*

Authorized Representative

Loc. Code	Typed	Periodic Payment	Rating Basis	Audit Basis	Home State	Pol. H. G.	Renewal of
	MLA 09/14/2006	$	NR	1	AR	S- ☐	TB2-151-278907-025

GPO 4081 R3

SCHEDULE OF FORMS AND ENDORSEMENTS

Form Number	Form Name	Endorsement Number	Comments / Expiring End.
GPO 4613	Policy Cover		
GPO4079 R2 03 01 02	Liability Policy Dividend Conditions		
GPO 4081 R3	Com'l General Liability Declaration		
GPO 4054 R1	Declarations Extension Schedule		
IL 00 17 11 98	Common Policy Conditions		
CG 00 01 12 04	Commercial General Liability Coverage Form		
CG 21 47 07 98	Employment - Related Practices Exclusion	1	
LG 3025 R1 02 99	Asbestos Exclusion Endorsement	2	
LG 3026 R1 02 99	Discrimination Exclusion Endorsement	3	
LG 6044 R1 01 93	Amendment Non-Cumulation of Liability (Same Occurrence)	4	
LG 6075 R4 04 02	Personal And Advertising Injury Endorsement	5	
LG 6112 01 96	Amendment Suits - GL	6	
IL 00 21 04 98	Nuclear Energy Liability Exclusion Endorsement Broad Form	7	
CG 21 75 12 02	Exclusion Of Certified Acts Of Terrorism And Other Acts Of Terrorism	8	
CG 21 73 12 02	Excl of Certified Acts of Terrorism	9	
LU 31 02 01 06	State Application of Terrorism Endorsements - TRIA Rejected	10	
LG 3221 08 05	Additional Insured-Owners, Lessees or Contractors-Completed Operations	11	
LG 3112 07 03	Silica Exclusion endorsement	12	
LG 3153 02 05	General Amendatory Endorsement	13	
CG 00 67 03 05	Exclusion - Violation of Status That Govern E-Mails, Fax, Phone Calls or Other Methods of	14	
LG 6032 9 87	Composite Rate Endorsement - Per $1000 Sales	15	
2280 R4 3-92	Premium Discount	16	
LG 2054 R1 10 95	Employee Benefits Liability Endorsement	17	
102	Amendatory Endorsement	18	
102	Amendatory Endorsement	19	

Confidential

SCHEDULE OF FORMS AND ENDORSEMENTS

102	Amendatory Endorsement	20
2319 (9-1-87)	Notice of Cancellation	21
CG 20 15 07 04	Additional Insured - Vendors	22
CG 22 33 07 98	Exclusion - Testing or Consulting Errors and Omissions	23
CG 22 48 07 98	Exclusion - Insurance and Related Operations	24
CG 22 75 07 98	Professional Liability Exclusion - Computer Software	25
CG 22 88 07 98	Professional Liability Exclusion - Electronic Data Processing and Computer Consulting or Programming	26
CG 22 89 07 98	Exclusion - Property Damage to Electronic Data (Computer Software Manufacturer)	27
CG 24 04 10 93	Waiver of Transfer of Rights of Recovery Against Others to Us	28
IL 02 49 07 02	South Carolina Changes - Cancellation and Nonrenewal	29
LG 10 18 05 01	Additional Insured-Managers or Lessors Of Premises	30
LG 6127	Amendment - Who Insured	31
CG 25 04 03 97	Designated Location(S) General Aggregate Limit	32
102	Amendatory Endorsement	33

Declarations Extension Schedule

Classifications And Locations	Code No	Premium Base	Rates	Advance Premiums
		Gross Sales	per $1000 Gross Sales	
All Operations of the Named Insured	12250	1,976,694,000	[redacted]	
D) Discounted Rate				
M = Minimum Premium			Total:	[redacted]

Confidential LM-LMFIRE-JMSmith-00000403

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

"Bodily injury" to :

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse. child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

B. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

This insurance does not apply to:

"Personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium $

Effective Date Expiration Date

For attachment to Policy No. TB2-151-278907-026

Audit Basis

Issued To

Dexter R. Legg
SECRETARY

PRESIDENT

Countersigned by _____
Authorized Representative

Issued Sales Office and No. End. Serial No. 1

CG 21 47 07 98

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

bodily injury:
personal injury:
property damage:
caused by, or allegedly caused by, asbestos either alone or in combination with other substances or factors.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium $
Effective Date Expiration Date
For attachment to Policy No. TB2-151-278907-026
Audit Basis

Issued To

Dexter R. Legg
SECRETARY

Edward F. Kelly
PRESIDENT

Countersigned by _____ Authorized Representative

Issued Sales Office and No. End. Serial No. 2

LG 3025 R1 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - DISCRIMINATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph **2., Exclusions** of **Section I - Coverage - A - Bodily Injury And Property Damage Liability** and Paragraph **2., Exclusions** of **Section I - Coverage B - Personal And Advertising Injury Liability**:

This insurance does not apply to:
Damages arising out of unlawful discrimination.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium $
Effective Date Expiration Date
For attachment to Policy No. TB2-151-278907-026
Audit Basis

Issued To

SECRETARY PRESIDENT

Countersigned by _____
Authorized Representative

Issued Sales Office and No. End. Serial No. 3

Confidential

THE ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT
NON-CUMULATION OF LIABILITY
(SAME OCCURRENCE)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to paragraph 5 of SECTION III – LIMIT OF INSURANCE:

Non-Cumulation of Liability – Same Occurrence – If one "occurrence" causes "bodily injury" and/or "property damage" during the policy period and during the policy period of one or more prior and/or future general liability policy(ies) issued to you by us, then this policy's Each Occurrence Limit will be reduced by the amount of each payment made by us under the other policy(ies) because of such "occurrence".

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium $
Effective Date Expiration Date
For attachment to Policy No. TB2-151-278907-026
Audit Basis

Issued To

SECRETARY PRESIDENT

Countersigned by _____
Authorized Representative

Issued Sales Office and No. End. Serial No. 4

LG 6044 R1 0193

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL AND ADVERTISING INJURY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Coverage B of Section I-COVERAGE and Paragraph 14 of Section V-DEFINITIONS are replaced by the following:

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

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

(1) The amount we will pay for damages is limited as described in Section **III** - Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

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

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

2. Exclusions

This insurance does not apply to:

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

b. Material Published With Knowledge Of Falsity
"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period
"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

Confidential LM-LMFIRE-JMSmith-00000408

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

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

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

g. **Quality Or Performance Of Goods – Failure To Conform To Statements**
"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. **Wrong Description Of Prices**
"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. **Infringement Of Copyright, Patent, Trademark or Trade Secret and Securities Fraud**
"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights or out of securities fraud.

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

j. **Insureds In Media And Internet Type Businesses**
"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web-sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **2.b.(1), (2)** and **(3)** of "personal and advertising injury" under the Definitions Section of this endorsement.

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

k. **Electronic Chatrooms Or Bulletin Boards**
"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. **Unauthorized Use Of Another's Name Or Product**
Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

Confidential LM-LMFIRE-JMSmith-00000409

m. Pollution

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

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand 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

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. Intentional Injury

"Personal and advertising injury" arising out of an offense committed by or at the direction of the insured for the purpose of causing injury.

SECTION V - DEFINITIONS

1. "Advertisement" means a paid announcement that is broadcast or published in the print, broadcast or electronic media to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

   a. Announcements that are published include material placed on the Internet or on similar electronic means of communication; and
   b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Personal and advertising injury" means:

   a. Injury, including consequential "bodily injury", to the feelings and reputation of a natural person (including mental anguish) caused by an offense arising out of your business, except injury arising out of:

      (1) your "advertisement", or

      (2) publishing, broadcasting or telecasting done by or for you.

   b. injury, including consequential "bodily injury", arising out of one or more of the following offenses:

      (1) False arrest, detention or imprisonment;

      (2) Malicious prosecution or abuse of process;

      (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, committed 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;

(5) Oral or written publication of material that violates a person's right of privacy;

(6) The use of another's advertising idea in your "advertisement"; or

(7) Infringing upon another's copyright, trade dress or slogan in your "advertisement"

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium $
Effective Date Expiration Date
For attachment to Policy No. TB2-151-278907-026
Audit Basis

Issued To

SECRETARY PRESIDENT

Countersigned by _____
Authorized Representative

Issued Sales Office and No. End. Serial No. 5

Confidential LM-LMFIRE-JMSmith-00000411

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT SUITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion b. of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I Coverages) is replaced by the following:

b. Contractual Liability

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

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.

B. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is replaced by the following:

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

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

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

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

These payments will not reduce the limits of insurance.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium $

Effective Date Expiration Date

For attachment to Policy No. TB2-151-278907-026

Audit Basis

Issued To

SECRETARY PRESIDENT

Countersigned by _____
Authorized Representative

Issued Sales Office and No. End. Serial No. 6

Confidential LM-LMFIRE-JMSmith-00000413

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF TRANSPORTATION
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

   A. Under any Liability Coverage, to "bodily injury" or "property damage":

   (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

   (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

   B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

   C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

   (1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;

   (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

   (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to

Copyright, Insurance Services Office, Inc., 1997

Confidential

"property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement "Hazardous properties" includes radioactive, toxic or explosive properties.

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

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

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

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

"Nuclear facility" means:

(a) Any "nuclear reactor";

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

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

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

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

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

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

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium $

Effective Date Expiration Date

For attachment to Policy No. TB2-151-278907-026

Audit Basis

Issued To

Dexter R. Legg SECRETARY Edward F. Kelly PRESIDENT

Countersigned by _____
Authorized Representative

Issued Sales Office and No. End. Serial No. 7

 Copyright, Insurance Services Office, Inc., 1997

Confidential LM-LMFIRE-JMSmith-00000415

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND OTHER ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

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

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism" or an "other act of terrorism". However, with respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds $25,000,000. In determining whether the $25,000,000 threshold is exceeded. we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
   a. Physical injury that involves a substantial risk of death; or
   b. Protracted and obvious physical disfigurement; or
   c. Protracted loss of or impairment of the function of a bodily member or organ; or
3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs **1.** and **2.** describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism":
   a. The act resulted in aggregate losses in excess of $5 million; and

© ISO Properties, Inc., 2002

Confidential LM-LMFIRE-JMSmith-00000416

b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals 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.

3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act of 2002. Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

C. In the event of any incident of a "certified act of terrorism" or an "other act of terrorism" that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Part.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium $

Effective Date Expiration Date

For attachment to Policy No. TB2-151-278907-026

Audit Basis

Issued To

SECRETARY PRESIDENT

Countersigned by _____
Authorized Representative

Issued Sales Office and No. End. Serial No. 8

 © ISO Properties, Inc., 2002

Confidential

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

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

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of "a certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism":

a. The act resulted in aggregate losses in excess of $5 million; and

b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals 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.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium $

Effective Date Expiration Date

For attachment to Policy No. TB2-151-278907-026

Audit Basis

Issued To

Dexter R. Legg
SECRETARY

Edmund F. Kelly
PRESIDENT

Countersigned by _____
Authorized Representative

Issued Sales Office and No. End. Serial No. 9

© ISO Properties, Inc., 2002

Confidential

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STATE APPLICATION OF TERRORISM ENDORSEMENTS – TRIA REJECTED

This endorsement modifies insurance provided under the following:

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

If attached to your policy, the below described Terrorism endorsements shall apply as follows:

Exclusion of Certified Acts of Terrorism and Other Acts of Terrorism – CG 21 75 12 02

This endorsement applies in all states and territories except Florida, Georgia, New York, Texas or Alaska.

Exclusion of Certified Acts of Terrorism – CG 21 73 12 02

This endorsement applies only in Florida, Georgia, New York and Texas.

Alaska Exclusion of Certified Acts of Terrorism and Other Acts of Terrorism – CG 26 92 06 03

This endorsement applies only in Alaska.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium $
Effective Date Expiration Date
For attachment to Policy No. TB2-151-278907-026
Audit Basis

Issued To

SECRETARY PRESIDENT

Countersigned by _____
Authorized Representative

Issued Sales Office and No. End. Serial No. 10

LU 31 02 01 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf;

and included in the "products-completed operations hazard".

There is no coverage for the additional insured for "bodily injury" or "property damage" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, in connection with "your work."

B. Other Insurance

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with you requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured's own policy or polices.

Confidential

To the extent that the additional insured would have had the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium $

Effective Date Expiration Date

For attachment to Policy No TB2-151-278907-026

Audit Basis

Issued To

Dexter R. Legg
SECRETARY

PRESIDENT

Countersigned by

Authorized Representative

Issued Sales Office and No. End. Serial No. 11

© ISO Properties, Inc., 2004

Confidential

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

"Bodily injury" or "property damage" any part of which is caused by, or allegedly caused by, silica in any form or any substance containing silica, either alone, or in combination with other substances or factors, whether included in a product or otherwise

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

2. Exclusions

This insurance does not apply to:

"Personal and advertising injury" any part of which is caused by, or allegedly caused by, silica in any form or any substance containing silica, either alone, or in combination with other substances or factors, whether included in a product or otherwise

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium $
Effective Date Expiration Date
For attachment to Policy No. TB2-151-278907-026
Audit Basis

Issued To

SECRETARY PRESIDENT

Countersigned by _____
Authorized Representative

Issued Sales Office and No. End. Serial No. 12

LG 3112 07 03

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement modifies insurance provided by CG 00 01

INDEX

Alienated premises	Section I - 2.
Knowledge of an Occurrence	Section IV - 1.
Liberalization	Section IV - 3.
Mental Anguish included in Bodily Injury	Section V - 1.
Non-owned Watercraft 50'	Section I - 1.
Premium Responsibility	Common Policy Conditions E
Rented premises	
Fire Damage Legal Liability- expanded	Section I – 3.A.
Supplementary Payments	
Bail Bond Limit - $2500	Section I – 4.1.b.
Loss Of Earnings - $500/day	Section I – 4.1.d.
Unintentional Failure to disclose Hazards	Section IV - 2.

This endorsement modifies insurance provided by CG 00 01 by broadening some coverage grants and increasing some limits of liability. Please carefully read this endorsement in conjunction with CG 00 01.

SECTION I - COVERAGES

1. Non-owned Watercraft
   Subparagraph g.(2) of Exclusion g. of COVERAGE A (Section I - Coverages) is replaced by the following:

   (2) A watercraft you do not own that is:
   (a) Less than 50 feet long: and
   (b) Not being used for public transportation or as a common carrier;

2. Coverage for unknown hazards at alienated premises
   Subparagraph j.(2) of Exclusion j. of COVERAGE A (Section I - Coverages) is replaced by the following:

   (2) Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises, and occurs from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

3. Increased coverage for rented premises

   A. FIRE, LIGHTNING OR EXPLOSION DAMAGE
   The last sentence of paragraph 2. Exclusions of COVERAGE A (Section I - Coverages) is replaced by the following:

   Exclusions c. through n. do not apply to damage by fire, lightning, or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (SECTION III).

Confidential LM-LMFIRE-JMSmith-00000423

B. Limits for Fire Legal Liability

Paragraph 6 of **SECTION III - LIMITS OF INSURANCE** is replaced by the following:

6. Subject to Paragraph 5. of **SECTION III - LIMITS OF INSURANCE**, the most we will pay for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner resulting from fire, lightning or explosion, or any combination of the three, is the amount shown next to Fire Damage Limit in the Declarations.

4. Supplementary Payments
Section I - Coverages, Supplementary Payments - Coverages A and B, items 1.b. And 1.d., respectively, are replaced with:

b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including substantiated loss of earnings up to $500 a day because of time off from work.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Amended Duties in the event of an occurrence, offence, claim or suit
Subparagraph 2.a. and 2.b. of Condition 2. of Section IV - Commercial General Liability Conditions are amended to add the following:

As used in this paragraph, you refers to an "executive officer", partner, member or legal representative.

2. Unintentional Failure to Disclose Hazards
Condition 6. of Section IV - Commercial General Liability Conditions is amended to add the following:

d. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

3. Liberalization
Section IV - Commercial General Liability Conditions is amended to add the following:

10. Liberalization
If we adopt a change in our forms or rule which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

COMMON POLICY CONDITIONS - IL 00 17

1. Premium Responsibility
Paragraph E. of COMMON POLICY CONDITIONS - PREMIUM is replaced by the following:

E. PREMIUMS
1. Each Named Insured is jointly and severally liable for all premiums due under this policy and for any other financial obligation of any Named Insured to us arising out of any agreements contained in this policy.

2. The First Named Insured shown in the Declarations will be the payee for any return premiums we pay.

SECTION V – DEFINITIONS

.1. Mental Anguish is included in "Bodily Injury"
Item 3. of Section V - Definitions is replaced with the following:

3. "Bodily Injury" means bodily injury, sickness or disease sustained by a person. It includes death or mental anguish, which results at any time from such physical harm, physical sickness or physical disease. Mental anguish means any type of mental or emotional illness or distress.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium $
Effective Date Expiration Date
For attachment to Policy No. TB2-151-278907-026
Audit Basis

Issued To

SECRETARY PRESIDENT

Countersigned by _____
Authorized Representative

Issued Sales Office and No. End. Serial No. 13

Confidential LM-LMFIRE-JMSmith-00000425

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – VIOLATION OF STATUTES THAT GOVERN E-MAILS, FAX, PHONE CALLS OR OTHER METHODS OF SENDING MATERIAL OR INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

DISTRIBUTION OF MATERIAL IN VIOLATION OF STATUTES

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

a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

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

2. Exclusions

This insurance does not apply to:

DISTRIBUTION OF MATERIAL IN VIOLATION OF STATUTES

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

a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium $

Effective Date Expiration Date

For attachment to Policy No. TB2-151-278907-026

Audit Basis

Issued To

SECRETARY PRESIDENT

Countersigned by _____
Authorized Representative

Issued Sales Office and No. End. Serial No. 14

© ISO Properties, Inc., 2004

Confidential LM-LMFIRE-JMSmith-00000426

COMPOSITE RATING PLAN

The premium for this policy shall be computed on the following basis:

Per $1,000 of sales
The word "sales" means the gross amount of money charged by "you" or by others trading under your name for all goods or products sold or operations performed during the policy period and includes taxes, other than taxes which "you" or such others collect as a separate item and remit directly to a governmental division.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium $
Effective Date Expiration Date
For attachment to Policy No. TB2-151-278907-026
Audit Basis

Issued To

SECRETARY PRESIDENT

Countersigned by _____
Authorized Representative

Issued Sales Office and No. End. Serial No. 15

LG 6032
(9-87)

PREMIUM DISCOUNT ENDORSEMENT

It is agreed that the Total Standard Premium for this policy is subject to discount in accordance with the company's manuals, subject to the following:

1. The Total Standard Premium for this policy shall be the premium (average annual premium for policy terms of more than one year) computed in accordance with the provisions of the policy and exclusive of the adjustments resulting from the application of any retrospective rating plan.

2. The provisions of this endorsement also apply with respect to the policies designated below:

POLICY NUMBERS	ESTIMATED STANDARD PREMIUM

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium $
Effective Date Expiration Date
For attachment to Policy No. TB2-151-278907-026
Audit Basis

Issued To

SECRETARY PRESIDENT

Countersigned by _____
Authorized Representative

Issued Sales Office and No. End. Serial No. 16

2280 R4 (3-92)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY INSURANCE ENDORSEMENT
THIS A CLAIMS MADE COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed that, subject to all of the terms of the policy not modified herein:

1. COVERAGE-EMPLOYEE BENEFITS LIABILITY

We will pay those sums which the insured becomes legally obligated to pay as damages because of injury to the rights or interests of employees or their beneficiaries in "employee benefits programs" caused by any improper advice, error omission in the "administration" of such programs by persons authorized by the insured.

2. EXCLUSIONS

This coverage does not apply to:

a. Any claim based upon unlawful discrimination;

b. Any claim with respect to which insurance is afforded in whole or part under any other coverage afforded by this policy or any endorsement thereto;

c. Any claim based upon your failure or the failure of any insurer to pay or provide the benefits allegedly due under the contract relation to "employee benefits programs", or

d. Any claim based upon the failure of stock or any compensation, investment or saving program to produce the financial gain represented.

3. COVERAGE PERIOD

a. This coverage applies only to claims first made against the insured on or after the effective date of this endorsement and before the end of the endorsement period; but, if during this endorsement period the insured becomes aware of any incident which may give rise to a claim covered by this insurance and gives us written notice of such incident, within 60 days after the end of this endorsement period, any claim which is later made and which arises out of such incident will be deemed to have been first made during this endorsement period.

b. All claims for damages arising out of any one or relate series of errors, omissions or improper advice to which this insurance applies will be deemed to have been made at the time the first of those claims is made against any insured in accordance with paragraph a. above.

4. LIMITS OF INSURANCE

a. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:

Confidential LM-LMFIRE-JMSmith-00000429

(1) insureds;

(2) claims made or suits brought; or

(3) persons or organizations making claims or bringing suits.

b. The Aggregate Limit is the most we will pay for the sum of all damages arising out of all claims made during the endorsement period.

c. Subject to b. above, Each Claim Limit is the most we will pay for all damages arising out of any one claim.

d. If a Deductible Each Claim is shown in the Schedule of this endorsement, you are obligated to pay that amount of damages for each claim to which this insurance applies. We are obligated to pay only that portion of the total of all damages (subject to the Limits of Insurance) which exceeds that deductible amount. We may investigate and settle any claim at our discretion. However, regardless of the amount of any claim, you must;

(1) notify us promptly as required by Condition 2 of the policy ("Duties in the Event of Occurrence, Claim or Suit"), and

(2) reimburse us promptly for all amounts we pay within the deductible amount.

Both your Aggregate Limit and your Each Claim Limit of Insurance are reduced by the amount of damages paid or payable by you up to the deductible amount shown in the Schedule of this endorsement.

5. PERSONS INSURED

a. All of your elected and appointed General, Division and Department officer, Directors and Stockholders while acting within the scope of their duties as such; and

b. Any of your employees who are authorized to act to in the "administration" of your "employee benefits programs."

6. DEFINITIONS

A. "Administration" means:

(1) the determination of the eligibility of employees to participate in "employee benefits programs;"

(2) The enrollment of employees in those programs;

(3) the keeping of records as to those programs;

(4) interpreting of the provisions of those programs; and

(5) the giving of advice or counsel to employees or their beneficiaries as their rights or interests in those programs.

B. "Employee Benefits programs: means those:

(1) group life insurance

(2) "accident and health insurance";

(3) dental insurance;

(4) pension;

(5) employee stock subscription;

(6) profit sharing;

(7) disability;

(8) retirement; or

any similar programs described in the Schedule of this endorsement and offered to employees and their beneficiaries in the United States of America, its territories and possessions, Puerto Rico and Canada.

It also include workers compensation, unemployment insurance and social security. If during this endorsement period you offer additional "employee benefits programs" not described in the Schedule of this endorsement then this insurance will also apply to those programs, but only until the 30th after you first offer each additional programs or the end of this endorsement period, whichever is earlier. If we add such additional program to the Schedule, the insurance will then continue to apply to those programs.

7. SCHEDULE

a.	LIMITS OF INSURANCE AGGREGATE LIMIT	$ 1,000,000
	EACH CLAIM LIMIT	$ 1,000,000
b.	DEDUCTIBLE EACH CLAIM	$ 0
c.	LIST OF "EMPLOYEE BENEFITS PROGRAM"	
d.	PREMIUM	

(1) Number of Employees

(2) Rate of Employee

(3) Advance Premium

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium $

Effective Date Expiration Date

For attachment to Policy No. TB2-151-278907-026

Audit Basis

Issued To

Dexter R. Legg
SECRETARY

PRESIDENT

Countersigned by _____
Authorized Representative

Issued Sales Office and No. End. Serial No. 17

Confidential LM-LMFIRE-JMSmith-00000431

CHANGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Amendatory Endorsement

KNOWLEDGE OF OCCURRENCE

It is understood and agreed that knowledge of an occurrence by the agent, servant, or employee of the Named Insured shall not in itself constitue knowledge by the Insured, unless the executive officer of the Insured's corporation shall have received such notice.

UNINTENTIONAL ERRORS AND OMISSIONS

It is hereby understood and agreed that failure by the Insured to disclose all information regarding existing hazards as of the inception date of the policy shall not prejudice you with respect to the coverage afforded by this policy provided such failure or omission is not intentional.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium $

Effective Date Expiration Date

For attachment to Policy No. TB2-151-278907-026

Audit Basis

Issued To

[ ] LIBERTY MUTUAL INSURANCE COMPANY
[X] LIBERTY MUTUAL FIRE INSURANCE COMPANY
[ ] LIBERTY INSURANCE CORPORATION
[ ] LM INSURANCE CORPORATION
[ ] THE FIRST LIBERTY INSURANCE CORPORATION

Dexter R. Legg
SECRETARY

PRESIDENT

Countersigned by: .....
Authorized Representative

Issued Sales Office and No. End. Serial No. 18

102

CHANGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Fellow Employee Coverage

Section II - "Who is an Insured", Paragraph 2.a (1) is Hereby Void, Only with Respect to Supervisory and Management Employees.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium $

Effective Date Expiration Date

For attachment to Policy No. TB2-151-278907-026

Audit Basis

Issued To

- [ ] LIBERTY MUTUAL INSURANCE COMPANY
- [x] LIBERTY MUTUAL FIRE INSURANCE COMPANY
- [ ] LIBERTY INSURANCE CORPORATION
- [ ] LM INSURANCE CORPORATION
- [ ] THE FIRST LIBERTY INSURANCE CORPORATION

SECRETARY PRESIDENT

Countersigned by.....
Authorized Representative

Issued Sales Office and No. End. Serial No. 19

102

CHANGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is agreed that LG 6075 R4, Personal and Advertising Injury Endorsement is amended as follows:

To Amend Wording to:

"Bodily Injury means Bodily Injury, Mental Anquish, Shock, Mental Injury, Humiliation, Sickness or Disease sustained by a person, including death resulting from any of these at any time.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium $

Effective Date Expiration Date

For attachment to Policy No. TB2-151-278907-026

Audit Basis

Issued To

[ ] LIBERTY MUTUAL INSURANCE COMPANY
[x] LIBERTY MUTUAL FIRE INSURANCE COMPANY
[ ] LIBERTY INSURANCE CORPORATION
[ ] LM INSURANCE CORPORATION
[ ] THE FIRST LIBERTY INSURANCE CORPORATION

Dexter R. Legg
SECRETARY

PRESIDENT

Countersigned by: .....
Authorized Representative

Issued Sales Office and No. End. Serial No. 20

102

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION

We will not cancel this policy or make changes that reduce the insurance afforded by this policy until written notice of cancellation or reduction has been mailed or delivered to those scheduled below at least

a) 10 days before the effective date of cancellation, if we cancel for non-payment of premium; or

b) 90 days before the effective date of the cancellation or reduction if we cancel or reduce the insurance afforded by this policy for any other reason.

NAME	ADDRESS
J M Smith	101 W. St. John Street, Suite 305 Spartanburg, SC 29306

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium $
Effective Date Expiration Date
For attachment to Policy No. TB2-151-278907-026
Audit Basis

Issued To

Dexter R. Legg SECRETARY PRESIDENT

Countersigned by _____
Authorized Representative

Issued Sales Office and No. End. Serial No. 21

2319
(9-1-87)

Confidential LM-LMFIRE-JMSmith-00000435

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VENDORS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
All Vendors	All Products Manufactured or Sold by the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
   a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
   b. Any express warranty unauthorized by you;
   c. Any physical or chemical change in the product made intentionally by the vendor;
   d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
   e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
   f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

© ISO Properties, Inc., 2004

Confidential

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs **d.** or **f.**; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium $

Effective Date Expiration Date

For attachment to Policy No. TB2-151-278907-026

Audit Basis

Issued To

SECRETARY PRESIDENT

Countersigned by _____
Authorized Representative

Issued Sales Office and No. End. Serial No. 22

© ISO Properties, Inc., 2004

Confidential LM-LMFIRE-JMSmith-00000437

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - TESTING OR CONSULTING ERRORS AND OMISSIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph **2., Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability** and Paragraph **2., Exclusions** of **Section I - Coverage B - Personal And Advertising Injury Liability**:

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

1. An error, omission, defect or deficiency in:

a. Any test performed; or

b. An evaluation, a consultation or advice given, by or on behalf of any insured;

2. The reporting of or reliance upon any such test, evaluation, consultation or advice; or

3. An error, omission, defect or deficiency in experimental data or the insured's interpretation of that data.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium $

Effective Date Expiration Date

For attachment to Policy No. TB2-151-278907-026

Audit Basis

Issued To

SECRETARY PRESIDENT

Countersigned by _____
Authorized Representative

Issued Sales Office and No. End. Serial No. 23

CG 22 33 07 98 Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - INSURANCE AND RELATED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph **2., Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability** and **Section I - Coverage B - Personal And Advertising Injury Liability:**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" for which the insured may be held liable

1. Because of:
   - **a.** Any obligation assumed by any insured; or
   - **b.** The failure to discharge, or the improper discharge of, any obligation or duty, contractual or otherwise

   with respect to any contract or treaty of insurance, reinsurance, suretyship, annuity endowment or employee benefit plan, including applications, receipts or binders;
2. Because of the membership in or contribution to or management or administration of any insurance plan, pool, association, insolvency or guarantee fund or any similar insurance fund, organization or association, whether voluntary or involuntary;
3. Resulting from the rendering of, or failure to render, the following professional services:
   - **a.** Advising, inspecting, reporting or making recommendations in the insured's capacity as an insurance company, consultant, broker, agent or representative thereof;
   - **b.** Effecting insurance, reinsurance or suretyship coverages;
   - **c.** Investigating, defending or settling any claim under any contract or treaty of insurance, self-insurance, reinsurance or suretyship;
   - **d.** Auditing or maintaining accounts or records of others;
   - **e.** Conducting an investment, loan or real estate department or operations;
   - **f.** Acting in any capacity as a fiduciary or trustee for mutual funds, pension or welfare funds, annuities, endowments, employee benefit plans or other similar activities; or
   - **g.** Performing any claim, investigative, adjustment, engineering, inspection, consulting, survey, audit, appraisal, actuarial or data processing service for a fee.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium $

Effective Date Expiration Date

For attachment to Policy No. TB2-151-278907-026

Audit Basis

Issued To

Dexter R. Legg
SECRETARY

PRESIDENT

Countersigned by _____
Authorized Representative

Issued Sales Office and No. End. Serial No. 24

CG 22 48 07 98

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL LIABILITY EXCLUSION – COMPUTER SOFTWARE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to **Section I – Coverage A – Bodily Injury And Property Damage Liability** and **Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any service by you or on your behalf in connection with the selling, licensing, franchising or furnishing of your computer software including electronic data processing programs, designs, specifications, manuals and instructions.

B. With respect to the rendering of or failure to render any service by you or on your behalf in connection with the selling, licensing, franchising or furnishing of your computer software including electronic data processing programs, designs, specifications, manuals and instructions, Exclusion **2.b. – Contractual Liability** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

b. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium $
Effective Date Expiration Date
For attachment to Policy No. TB2-151-278907-026
Audit Basis

Issued To

Dexter R. Legg SECRETARY Edmund F. Kelly PRESIDENT

Countersigned by _____
Authorized Representative

Issued Sales Office and No. End. Serial No. 25

CG 22 75 07 98 Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL LIABILITY EXCLUSION - ELECTRONIC DATA PROCESSING SERVICES AND COMPUTER CONSULTING OR PROGRAMMING SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph **2., Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability** and **Section I - Coverage B - Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, electronic data processing, computer consulting or computer programming services, advice or instruction by:

a. The insured; or

b. Any person or organization:

(1) For whose acts, errors or omissions the insured is legally responsible; or

(2) From whom the insured assumed liability by reason of a contract or agreement.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium $

Effective Date Expiration Date

For attachment to Policy or Bond No. TB2-151-278907-026

Audit Basis

Issued To

- ☐ LIBERTY MUTUAL INSURANCE COMPANY
- ☒ LIBERTY MUTUAL FIRE INSURANCE COMPANY
- ☐ LIBERTY INSURANCE CORPORATION
- ☐ LM INSURANCE CORPORATION
- ☐ THE FIRST LIBERTY INSURANCE CORPORATION

SECRETARY PRESIDENT

Countersigned by .....

Authorized Representative

Issued Sales Office and No. End. Serial No. 26

CG 22 88 07 98 Copyright, Insurance Services Office, Inc., 1997

07820070120340044

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - PROPERTY DAMAGE TO ELECTRONIC DATA (COMPUTER SOFTWARE MANUFACTURER)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph **2., Exclusions** of **Coverage A - Bodily Injury And Property Damage Liability (Section I - Coverages):**

This insurance does not apply to "property damage" to electronic data arising out of computer software programs:

1. Developed and manufactured by you;
2. Developed by you and manufactured by others under a contract; or
3. Developed by others and manufactured by you under a contract.

B. Paragraph **f.** of the definition of "insured contract" additionally does not include any licensing, franchising or similar agreement with respect to the manufacturing and or development of computer software programs.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium $

Effective Date Expiration Date

For attachment to Policy or Bond No. TB2-151-278907-026

Audit Basis

Issued To

- ☐ LIBERTY MUTUAL INSURANCE COMPANY
- ☒ LIBERTY MUTUAL FIRE INSURANCE COMPANY
- ☐ LIBERTY INSURANCE CORPORATION
- ☐ LM INSURANCE CORPORATION
- ☐ THE FIRST LIBERTY INSURANCE CORPORATION

Dexter R. Legg SECRETARY

PRESIDENT

Countersigned by .....

Authorized Representative

Issued Sales Office and No. End. Serial No. 27

CG 22 89 07 98 Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:	All Landlords and Lessors of equipment or property as required by written contract or agreement.

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

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Conditions (Section **IV** - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following"

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

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium $

Effective Date Expiration Date

For attachment to Policy No. TB2-151-278907-026

Audit Basis

Issued To

SECRETARY PRESIDENT

Countersigned by _____
Authorized Representative

Issued Sales Office and No. End. Serial No. 28

 Copyright, Insurance Services Office, Inc., 1992

Confidential

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH CAROLINA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraphs **2.** and **3.** of **Cancellation** Common Policy Condition are replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured and the agent, if any, written notice of cancellation at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver our notice to the first Named Insured's and agent's last known addresses.

B. The following is added to the **Cancellation** Common Policy Condition:

7. Cancellation Of Policies In Effect For 90 Days Or More

If this policy has been in effect for 90 days or more, or is a renewal or continuation of a policy we issued, we may cancel this policy only for one or more of the following reasons:

a. Nonpayment of premium;

b. Material misrepresentation of fact which, if known to us, would have caused us not to issue the policy;

c. Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the policy;

d. Substantial breaches of contractual duties, conditions or warranties; or

e. Loss of our reinsurance covering all or a significant portion of the particular policy insured, or where continuation of the policy would imperil our solvency or place us in violation of the insurance laws of South Carolina.

Prior to cancellation for reasons permitted in this Item **e.**, we will notify the Commissioner, in writing, at least sixty days prior to such cancellation and the Commissioner will, within thirty days of such notification, approve or disapprove such action.

Any notice of cancellation will state the precise reason for cancellation.

C. The following is added and supersedes any provisions to the contrary:

Nonrenewal

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and agent, if any, at least 30 days before:

a. The expiration date of this policy, if the policy is written for a term of one year or less; or

© ISO Properties, Inc., 2001

Confidential

b. An anniversary date of this policy, if the policy is written for a term of more than one year or for an indefinite term.

However, we will not refuse to renew a policy issued for a term of more than one year, until expiration of its full term, if anniversary renewal has been guaranteed by additional premium consideration.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's and agent's last known addresses. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. Any notice of nonrenewal will state the precise reason for nonrenewal.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium $

Effective Date Expiration Date

For attachment to Policy No. TB2-151-278907-026

Audit Basis

Issued To

Dexter R. Legg
SECRETARY

Edward F Kelly
PRESIDENT

Countersigned by _____
Authorized Representative

Issued Sales Office and No. End. Serial No. 29

© ISO Properties, Inc., 2001

Confidential

ADDITIONAL INSURED—MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation of Premises (Part Leased to You):
Name of Person or Organization (Additional Insured):
Additional Premium:

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, or, if no person or organization is shown in the Schedule, then any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, provided that:

(a) the "bodily injury", "property damage", "personal injury" or advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
(b) the written agreement is in effect at the time of the "bodily injury", "property damage", "personal injury" or "advertising injury" for which coverage is sought.

That person or organization shall be referred to as the "Additional Insured."

The coverage afforded to the Additional Insured is limited to liability incurred as a result of some negligent act or omission of the Named Insured, its employees, agents, or subcontractors in the conduct of the Named Insured's ongoing operations.

If the written agreement to procure additional insured coverage requires that the insurance provided for the Additional Insured be broader than as provided by the preceding paragraph, then the coverage for the Additional Insured shall conform to that contract; provided, however, that in no event shall the coverage for the Additional Insured under this or the proceeding paragraph apply to liability that does not arise out of the ownership, maintenance or use of that part of the premises leased to you and the coverage is subject to the following additional exclusions:

This insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to be a tenant in that premises.
(b) Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

As used above, that part of the premises leased to you shall only include those premises designated in the Schedule, or, if no premises are designated in the Schedule, only those locations leased to you for which you have agreed in a written agreement to provide additional insured coverage.

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by this policy.

If a contract with the Named Insured requires that the insurance provided for the Additional Insured be primary concurrent or primary non-contributory, then the coverage provided to the Additional Insured under this endorsement shall conform to that contract. However, this insurance will conform to that contract only to the extent that the contract requires this insurance to be primary in comparison to the Additional Insured's own policy or polices; in no event shall a contract with the named Insured operate to require this insurance to contribute with other additional insured coverage available to the Additional Insured, and this insurance shall be excess over any such other insurance, whether on an excess, contingent or primary basis.

To the extent that the Additional Insured would have had the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the Additional Insured.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium $

Effective Date *Expiration Date*

For attachment to Policy No. TB2-151-278907-026

Audit Basis

Issued To

SECRETARY PRESIDENT

Countersigned by _____
Authorized Representative

Issued Sales Office and No. End. Serial No. 30

Confidential LM-LMFIRE-JMSmith-00000447

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

AMENDMENT - WHO IS INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Paragraph 4. of WHO IS AN INSURED (Section II) is replaced by the following:

4. Any organization other than a partnership or joint venture over which you maintain ownership of majority interest (more than 50%) will be deemed to be a Named Insured if there is no other similar insurance available to that organization. However,

   a. Coverage A only applies to "bodily injury" or "property damage" that occurs while you maintain ownership of a majority interest (more than 50%); and

   b. Coverage B only applies to "personal injury" or "advertising injury" arising out of an offense committed while you maintain ownership of a majority interest (more than 50%).

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

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium $

Effective Date Expiration Date

For attachment to Policy or Bond No. TB2-151-278907-026

Audit Basis

Issued To

- ☐ LIBERTY MUTUAL INSURANCE COMPANY
- ☒ LIBERTY MUTUAL FIRE INSURANCE COMPANY
- ☐ LIBERTY INSURANCE CORPORATION
- ☐ LM INSURANCE CORPORATION
- ☐ THE FIRST LIBERTY INSURANCE CORPORATION

Dexter R. Legg SECRETARY

PRESIDENT

Countersigned by .....

Authorized Representative

Issued Sales Office and No. End. Serial No. 31

LG 6127 0897

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATIONS GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Locations(s):

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

A. For all sums which the Insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE **A** (SECTION I), and for all medical expenses caused by accidents under Coverage **C** (SECTION I), which can be attributed only to operations at a singled designated "location" shown in the Schedule above:

1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:

   a. Insureds:

   b. Claims made or "suits" brought; or

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

3. Any payments made under COVERAGE **A** for damages or under COVERAGE **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in this Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

Copyright, Insurance Services Office, Inc., 1996

Confidential

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE **C** (SECTION **I**), which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:

1. Any payments made under COVERAGE **A** for damages or under COVERAGE **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Location General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" COVERAGE **A** (SECTION **I**), and for all medical expenses caused by accidents under
will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.

D. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

E. The provisions of Limits Of Insurance (SECTION **III**) not otherwise modified by this endorsement shall continue to apply as stipulated.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium $
Effective Date Expiration Date
For attachment to Policy No. TB2-151-278907-026
Audit Basis

Issued To

Dexter R. Legg
SECRETARY

Edward F. Kelly
PRESIDENT

Countersigned by _____
Authorized Representative

Issued Sales Office and No. End. Serial No. 32

Copyright, Insurance Services Office, Inc., 1996

Confidential LM-LMFIRE-JMSmith-00000450

EXTENSION SCHEDULE FOR CG 2504

Designated Locations:

1. 450 Wofford St. Spartanburg, SC
2. 101 W. St. John St. Suite 305 Spartanburg, SC
15. 5700 Blackstock Rd. Spartanburg, SC
20. 787 Hillcrest Industrial Park, Macon, GA
24. 190 Ezell St, Spartanburg, SC
    195 W. St. John St., Spartanburg, SC 29306
    9098 Fairforest Rd., Spartanburg, SC 29301
    1104 Jones Road, Paragould, AR 72450

Confidential

CHANGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is agreed that Endorsement #17, LG 2054 R1, Employee Benefits Liability Insurance Endorsement is adding the following to page 3.

"The following Employee Benefits Plan(s) now existing which may be required to be bonded under ERISA of 1974, as amended, sponsored solely by the Insured for the benefits of the Insured's Employees."

Employee Benefit Plans:

Liberty Mutual
Prudential Long Term Disability
Prudential, Group Life Insurance
JM Smith Medical/Dental Welfare Plans
JM Smith Corporation Profit Sharing/401K
JM Smith Stock Purchase Plan

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium $

Effective Date Expiration Date

For attachment to Policy No. TB2-151-278907-026

Audit Basis

Issued To

- [ ] LIBERTY MUTUAL INSURANCE COMPANY
- [x] LIBERTY MUTUAL FIRE INSURANCE COMPANY
- [ ] LIBERTY INSURANCE CORPORATION
- [ ] LM INSURANCE CORPORATION
- [ ] THE FIRST LIBERTY INSURANCE CORPORATION

SECRETARY PRESIDENT

Countersigned by.....
Authorized Representative

Issued Sales Office and No. End. Serial No. 33

102

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT

PROFESSIONAL HEALTH CARE SERVICES BY EMPLOYEES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Subparagraph 2.a.(1)(d) of **SECTION II - WHO IS INSURED** is deleted.

The insurance for providing or failing to provide professional health care services as provided by the above deletion is:

1. Subject to a sublimit of: $ 1,000,000 each occurrence

   This sublimit is subject to the Each Occurrence Limit shown in the Declarations; it is not in addition to the Each Occurrence Limit.

2. Subject to the General Aggregate Limit shown in the Declarations.

3. Premium Charge $

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium $ NPC
Effective Date 09/01/06 Expiration Date 09/01/07
For attachment to Policy No. TB2-151-278907-026/4
Audit Basis 1

Issued To J M Smith Corporation

SECRETARY PRESIDENT

Countersigned by _____
Authorized Representative

Issued
2/6/07 jlm

Sales Office and No.
Spartanburg 537

End. Serial No. 34

LG 6040 R2 02 99

COMMON POLICY CONDITIONS

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

A. Cancellation

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

B. Changes

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

C. Examination Of Your Books And Records

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

D. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

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

 Copyright, Insurance Services Office, Inc., 1998

Confidential LM-LMFIRE-JMSmith-00000454

F. Transfer Of Your Rights And Duties Under This Policy

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

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

THIS ENDORSEMENT IS NOT APPLICABLE IN HAWAII AND WASHINGTON.

Copyright, Insurance Services Office, Inc., 1998

Confidential

07820070120340058

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

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

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

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

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

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

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

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

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

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

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

© ISO Properties, Inc., 2003

Confidential LM-LMFIRE-JMSmith-00000456

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

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

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

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

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

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

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

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

© ISO Properties, Inc., 2003

Confidential

f. Pollution

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

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

© ISO Properties, Inc., 2003

Confidential

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

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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

g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

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

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or

(b) the operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

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

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

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

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

© ISO Properties, Inc., 2003

Confidential

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

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

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

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

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

k. Damage To Your Product

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

l. Damage To Your Work

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

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

m. Damage To Impaired Property Or Property Not Physically Injured

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

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

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

n. Recall Of Products, Work Or Impaired Property

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

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

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

o. Personal And Advertising Injury

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

p. Electronic Data

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

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

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

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

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

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

© ISO Properties, Inc., 2003

Confidential LM-LMFIRE-JMSmith-00000460

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

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

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

2. **Exclusions**

This insurance does not apply to:

a. **Knowing Violation Of Rights Of Another**

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

b. **Material Published With Knowledge Of Falsity**

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

c. **Material Published Prior To Policy Period**

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

d. **Criminal Acts**

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

e. **Contractual Liability**

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

f. **Breach Of Contract**

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

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

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

h. **Wrong Description Of Prices**

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

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

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

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

j. **Insureds In Media And Internet Type Businesses**

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

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

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

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

k. **Electronic Chatrooms Or Bulletin Boards**

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

l. **Unauthorized Use Of Another's Name Or Product**

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

© ISO Properties, Inc., 2003

Confidential LM-LMFIRE-JMSmith-00000461

m. Pollution

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

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

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

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

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

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within one year of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

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

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

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

c. Injury On Normally Occupied Premises

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

d. Workers Compensation And Similar Laws

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

e. Athletics Activities

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

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A**.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

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

a. All expenses we incur.

b. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

© ISO Properties, Inc., 2003

Confidential

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

e. All costs taxed against the insured in the "suit".

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

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

These payments will not reduce the limits of insurance.

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

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

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

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

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

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

f. The indemnitee:

(1) Agrees in writing to:

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

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

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

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

(2) Provides us with written authorization to:

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

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

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

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

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

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

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

© ISO Properties, Inc., 2003

Confidential

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

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

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

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

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

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

(2) Until your legal representative has been appointed.

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

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

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

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

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

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

SECTION III – LIMITS OF INSURANCE

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

a. Insureds;

b. Claims made or "suits" brought; or

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

© ISO Properties, Inc., 2003

Confidential

07820070120340006?

2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Medical expenses under Coverage **C**;
   b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
   c. Damages under Coverage **B**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
   a. Damages under Coverage **A**; and
   b. Medical expenses under Coverage **C**

   because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

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

2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "occurrence" or offense took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

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

   No person or organization has a right under this Coverage Part:
   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

© ISO Properties, Inc., 2003

Confidential

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

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

4. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

This insurance is excess over:

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

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

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

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

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

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

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

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

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

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

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

c. Method Of Sharing

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

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

5. Premium Audit

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

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

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

Confidential LM-LMFIRE-JMSmith-00000466

6. Representations

By accepting this policy, you agree:

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

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

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

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

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

9. When We Do Not Renew

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

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

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

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

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

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

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

© ISO Properties, Inc., 2003

Confidential LM-LMFIRE-JMSmith-00000467

b. Your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

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

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

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

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

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

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **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":

© ISO Properties, Inc., 2003

Confidential

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

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

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

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

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

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

16. "Products-completed operations hazard":

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

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

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

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

 © ISO Properties, Inc., 2003

Confidential LM-LMFIRE-JMSmith-00000469

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

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

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

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

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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

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

21. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

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

22. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and

(2) The providing of or failure to provide warnings or instructions.

© ISO Properties, Inc., 2003

Confidential

LIABILITY POLICY

Liberty Mutual Fire Insurance Company

(A Stock Company herein called the Company)

While this policy is in effect, the named insured first named in the Declarations is a member of Liberty Mutual Holding Company Inc. and is entitled to vote either in person or by proxy at any and all meetings of the members of said company. The Annual Meeting of Liberty Mutual Holding Company Inc. is in Boston, Massachusetts, on the second Wednesday in April each year at ten o'clock in the morning.

The named insured first named in the Declarations Page shall participate in the distribution of any dividends declared by us for this Policy. The amount of such Named Insured's participation is determined by the decision of our Board of Directors in compliance with any laws that apply.

This policy is classified for dividend purposes in DIVIDEND CLASS V.

IN WITNESS WHEREOF, the company has caused this policy to be signed by its President and its Secretary in Boston, Massachusetts, and the countersigned on the declaration page by a duly authorized representative of the company.

Dexter R. Legg
SECRETARY

PRESIDENT

GPO 4079 R2 (03/01/02)

CHANGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

☐ 1. The Name of Insured is changed to:

☐ 2. The following Insured(s) is added to the Named Insured:

☐ 3. The following Insured(s) is deleted from the Named Insured:

☐ 4. The Mailing Address is changed to:

☐ 5. The Policy Period is changed to:

☐ 6. Legal Status is changed to: ☐ Individual ☐ Partnership ☐ Corporation

☐ _____ (other)

☐ 7. The location is changed to:

☐ 8. The following Coverage Form(s) or Endorsement(s) is added:

☒ 9. The following Coverage Form(s) or Endorsement(s) is deleted:
102 #18

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium $ **NPC**

Effective Date **09/01/06** Expiration Date **09/01/07**

For attachment to Policy or Bond No. **TB2-151-278907-026 /4**

Audit Basis **1**

Issued to
J M Smith Corporation

☐ LIBERTY MUTUAL INSURANCE COMPANY
☒ LIBERTY MUTUAL FIRE INSURANCE COMPANY
☐ LIBERTY INSURANCE CORPORATION
☐ LM INSURANCE CORPORATION
☐ THE FIRST LIBERTY INSURANCE CORPORATION

Dexter R. Legg
SECRETARY

Edmund F. Kelly
PRESIDENT

Countersigned by _____
Authorized Representative

Issued
MLA 3/28/07

Sales Office and No.
Spartanburg-537

End. Serial No. **35**

2318 07/87

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Liberty DirectSolutions for Wholesalers/Distributors

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

For optional coverages (Items 1, 2, 3, and 4 below, coverage is afforded only if the appropriate box is checked.

☐ ITEM 1. – **WHOLESALERS PRODUCT WITHDRAWAL EXPENSE COVERAGE**

Product Withdrawal Expense Schedule

Aggregate Limit	$
Deductible Amount Per Product Withdrawal	$
Participation Percentage Per Product Withdrawal	%
Cut-Off Date	

☐ ITEM 2. - **LIQUOR LIABILITY**

☐ ITEM 3. - **VENDORS-ADDITIONAL INSURED**

☐ ITEM 4 - **PER LOCATION AGGREGATE**

Item 5 - Blanket Additional Insured- Owners, Lessees or Contractors
Item 6 - Alienated premises
Item 7 - Knowledge of an Occurrence
Item 8 - Liberalization
Item 9 - Mental Anguish included in Bodily Injury
Item 10 - Non-owned Watercraft 50'
Item 11 - Premium Responsibility
Item 12 - Rented premises
Fire Damage Legal Liability - $500,000
Fire Damage Legal Liability - expanded
Increased Limits - $500,000
Item 13 - Supplementary Payments
Bail Bond Limit - $2,500
Loss Of Earnings - $500/day
Item 14 - Unintentional Failure to disclose Hazards
Item 15 - Borrowed Equipment - $35,000
Item 16 - Foreign Coverage
Item 17 - Mobile Equipment Redefinition
Item 18 - Incidental Malpractice - $300,000
Item 19 - Products Redefinition

Confidential LM-LMFIRE-JMSmith-00000473

ITEM 1. – PRODUCT WITHDRAWAL EXPENSE COVERAGE

A. The following is added to **Section I – Coverages**:
SECTION I – LIMITED PRODUCT WITHDRAWAL EXPENSE COVERAGE

1. Insuring Agreement
   a. We will reimburse you for "product withdrawal expenses" incurred by you because of a "product withdrawal" to which this insurance applies.

      The amount of such reimbursement is limited as described in Limits Of Insurance provisions below and the Schedule of this endorsement. No other obligation or liability to pay sums or perform acts or services is covered.

   b. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:

      (1) You determine that the "product withdrawal" is necessary; or

      (2) An authorized government entity has ordered you to conduct a "product withdrawal".

   c. We will reimburse "product withdrawal expenses" only if:

      (1) The expenses are incurred within one year of the date the "product withdrawal" was initiated;

      (2) The expenses are reported to us within one year of the date the expenses were incurred; and

      (3) The product that is the subject of the "product withdrawal" was produced after the Cut-Off Date designated in the Schedule of this endorsement.

   d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:

      (1) When you first announced, in any manner, to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to conduct or participate in a "product withdrawal". This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party; or

      (2) When you first received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal.

   e. "Product withdrawal expenses" incurred to withdraw "your products" which contain the same or substantially similar "defects" will be deemed to have arisen out of the same "product withdrawal".

2. Exclusions
   This insurance does not apply to "product withdrawal expenses" arising out of:

   a. Breach Of Warranty And Failure To Conform To Intended Purpose

      Any "product withdrawal" initiated due to the failure of "your product" to accomplish their intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property other than "your product."

   b. Infringement Of Copyright, Patent, Trade Secret, Trade Dress Or Trademark

Any "product withdrawal" initiated due to copyright, patent, trade secret, trade dress or trademark infringements.

c. Deterioration, Decomposition Or Chemical Transformation

Any "product withdrawal" initiated due to transformation of a chemical nature, deterioration or decomposition of "your product." This exclusion does not apply if it is caused by:
(1) An error in manufacturing, design, or processing;

(2) Transportation of "your product"; or

(3) "Product tampering".

d. Goodwill, Market Share, Revenue, Profit Or Redesign

The costs of regaining goodwill, market share, revenue or "profit" or the costs of redesigning "your product."

e. Expiration Of Shelf Life

Any "product withdrawal" initiated due to expiration of the designated shelf life of "your product."

f. Known Defect

A "product withdrawal", initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the date when this Coverage Part was first issued to you or prior to the time "your product" leaves your control or possession.

g. Otherwise Excluded Products

A recall of any specific products for which "bodily injury" or "property damage" is excluded under Coverage A – Bodily Injury And Property Damage Liability by endorsement.

h. Governmental Ban

A recall when "your product" or a component contained within "your product" has been:

(1) Banned from the market by an authorized government entity prior to the policy period; or

(2) Distributed or sold by you subsequent to any governmental ban.

i. Defense Of Claim

The defense of a claim or "suit" against you for liability arising out of a "product withdrawal."

j. Third Party Damages, Fines And Penalties

Any compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured.

k. Pollution-Related Expenses

Any loss, cost or expense due to any:

(1) Request, demand, order, statutory or regulatory requirement that any insured or others test for, monitor, clean up, re-move, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages be-cause of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants."

l. Concealment or Fraud

We will not provide coverage under Section I of this endorsement to you, or any other insured, who at any time:

(1) Engaged in fraudulent conduct; or

(2) Intentionally concealed or misrepresented a material fact concerning a "product withdrawal" or "product withdrawal expenses" incurred by you under Section I of this endorsement.

B. For the purposes of this Products Withdrawal Coverage, the following Limits of Insurance provisions will apply:

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

a. Insureds;

b. "Product withdrawals" initiated; or

c. Number of "your products" withdrawn.

2. The Aggregate Limit is the most we will reimburse you for the sum of all "product withdrawal expenses" incurred for all "product withdrawals" initiated during the policy period.

3. Deductible And Participation Percentage Provisions

a. Deductible

We will only pay for the amount of "product withdrawal expenses" which are in excess of the deductible amount, if any, shown in the Schedule of this endorsement. The deductible applies separately to each "product withdrawal". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable, to effect settlement of any claim or "suit". Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

b. Participation Percentage

If a Participation Percentage is indicated in the Schedule of this endorsement, the following provision applies:

You agree to participate in the payment of "product withdrawal expenses" which are in excess of the Deductible, to the extent of the Participation Percentage indicated in the Declarations. The Participation Percentage will apply separately to each "product withdrawal."

You also agree that the cost of your participation in the loss will be borne entirely by you when due and you will not obtain insurance to cover it.

Confidential LM-LMFIRE-JMSmith-00000476

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

C. For the purposes of this endorsement, the Duties In The Event Of Occurrence, Claim Or Suit Condition under **Section IV – Conditions** is replaced by the following:

2. Duties In The Event Of A "Defect" Or A "Product Withdrawal"

a. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your product", or any governmental investigation, that may result in a "product withdrawal". To the extent possible, notice should include:

(1) How, when and where the "defect" was discovered;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

b. If a "product withdrawal" is initiated, you must:

(1) Immediately record the specifics of the "product withdrawal" and the date it was initiated; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "product withdrawal" as soon as practicable.

c. You must promptly take all reasonable steps to mitigate the expenses associated with a "product withdrawal." Any "profit" that you receive from mitigating the expenses will be deducted from the amount of reimbursement that you will receive for "product withdrawal expenses."

d. You and any other involved insured must:

(1) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal";

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

(3) Cooperate with us in our investigation of the "product withdrawal."

D. The following definitions are added to the **Section V - Definitions**:

1. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.

2. "Product tampering" is an act of intentional alteration of "your product" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

When "product tampering" is known, suspected or threatened, a "product withdrawal" will be limited to those batches of "your product" which are known or suspected to have been tampered with.

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

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

3. "Product withdrawal" means the recall or withdrawal:

   a. From the market; or

   b. From use by any other person or organization;

   of "your products", or products which contain "your products", because of known or suspected "defects" in "your product", or known or suspected "product tampering", which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product."

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

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

4. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below, paid and directly related to a "product withdrawal":

   a. Costs of notification;

   b. Costs of stationery, envelopes, production of announcements and postage or facsimiles;

   c. Costs of overtime paid to your regular non-salaried employees and costs incurred by your employees, including costs of transportation and accommodations;

   d. Costs of computer time;

   e. Costs of hiring independent contractors and other temporary employees;

   f. Costs of transportation, shipping or packaging;

   g. Costs of warehouse or storage space; or

   h. Costs of proper disposal of "your products", or products that contain "your products", that can not be reused, not exceeding your purchase price or your cost to produce the products.

5. "Profit" means the positive gain from business operation after subtracting for all expenses.

ITEM 2. - LIQUOR LIABILITY

Exclusion **c.** – Liquor Liability of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (**SECTION I**) – **Coverages** does not apply.

ITEM 3. - VENDORS

Additional Insured -Vendors

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as vendor) to whom you provide "your product" for distribution or sale, but only with respect to "bodily injury" or "property damage" caused by an actual or alleged defect or deficiency in "your product" when it leaves the your possession and which is distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

   a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
   b. Any express warranty unauthorized by you;
   c. Any physical or chemical change in the product made intentionally by the vendor;
   d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
   e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
   f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
   g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
   h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
      (1) The exceptions contained in Subparagraphs d. or f.; or
      (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

ITEM 4. - PER LOCATION AGGREGATE

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE **A** (**SECTION** I), and for all medical expenses caused by accidents under COVERAGE **C** (**SECTION I**), which can be attributed only to operations at a single "location:"

1. A separate Each Location General Aggregate Limit applies to each "location," and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Each Location General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under COVERAGE **C** regardless of the number of:

a. Insureds;
b. Claims made or "suits" brought; or
c. Persons or organizations making claims or bringing "suits."

3. Any payments made under COVERAGE **A** for damages or under COVERAGE **C** for medical expenses shall reduce the Each Location General Aggregate Limit for that "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Each Location General Aggregate Limit for any other "location."

4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Each Location General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE **A** (SECTION I), and for all medical expenses caused by accidents under COVERAGE **C** (SECTION I), which cannot be attributed only to operations at a single "location" shown in the Schedule above:

1. Any payments made under COVERAGE **A** for damages or under COVERAGE **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Each Location General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Each Location General Aggregate Limit.

D. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

E. The provisions of Limits Of Insurance (**SECTION III**) not otherwise modified by this endorsement shall continue to apply as stipulated.

ITEM 5. - BLANKET ADDITIONAL INSURED- Owners Lessees or Contractors

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, provided that:

(a) the "bodily injury", "property damage", "personal injury" or advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and

(b) the written agreement is in effect at the time of the "bodily injury", "property damage", "personal injury" or "advertising injury" for which coverage is sought.

That person or organization shall be referred to as the "Additional Insured."

The coverage afforded to the Additional Insured is limited to liability incurred as a result of some negligent act or omission of the Named Insured, its employees, agents, or subcontractors in the conduct of the Named Insured's ongoing operations.

If the written agreement to procure additional insured coverage requires that the insurance provided for the Additional Insured be broader than as provided by the preceding paragraph, then the coverage for the Additional Insured shall conform to that contract; Provided, however, that in no event shall the coverage for the Additional Insured under this or the preceding paragraph apply to liability that does not arise out of the ownership,

Confidential LM-LMFIRE-JMSmith-00000480

maintenance or use of that part of the premises leased to you and the coverage is subject to the following additional exclusions:

This insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to be a tenant in that premises.

(b) Structural alterations, new construction or demolition operations performed by or on behalf of the "Additional Insured."

As used above, that part of the premises leased to you shall only include those locations leased to you for which you have agreed in a written agreement to provide additional insured coverage.

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by this policy.

If a contract with the Named Insured requires that the insurance provided for the Additional Insured be primary concurrent or primary non-contributory, then the coverage provided to the Additional Insured under this endorsement shall conform to that contract. However, this insurance will conform to that contract only to the extent that the contract requires this insurance to be primary in comparison to the Additional Insured's own policy or polices; in no event shall a contract with the Named Insured operate to require this insurance to contribute with other additional insured coverage available to the Additional Insured, and this insurance shall be excess over any such other insurance, whether on an excess, contingent or primary basis.

To the extent that the Additional Insured would have had the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the Additional Insured.

ITEM 6. - ALIENATED PREMISES

Coverage for unknown hazards at alienated premises
Subparagraph j.(2) of Exclusion j. of COVERAGE A (Section I - Coverages) is replaced by the following:

(2) Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises, and occurs from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

ITEM 7. - KNOWLEDGE OF OCCURRENCE

Amended Duties in the event of an occurrence, offence, claim or suit
Subparagraph 2.a. and 2.b. of Condition 2. of Section IV - Commercial General Liability Conditions are amended to add the following:

As used in this paragraph, you refers to an "executive officer", partner, member or legal representative.

ITEM 8. - LIBERALIZATION

Section IV - Commercial General Liability Conditions is amended to add the following:

10. Liberalization
If we adopt a change in our forms or rule which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

ITEM 9. - MENTAL ANGUISH

Mental Anguish is included in "Bodily Injury"

Item 3. of Section V - Definitions is replaced with the following:

3. "Bodily Injury" means bodily injury, sickness or disease sustained by a person. It includes death or mental anguish, which results at any time from such physical harm, physical sickness or physical disease. Mental anguish means any type of mental or emotional illness or distress.

ITEM 10. - NON-OWNED WATERCRAFT

Non-owned Watercraft
Subparagraph g.(2) of Exclusion g. of COVERAGE A (Section I - Coverages) is replaced by the following:

(2) A watercraft you do not own that is:
(a) Less than 50 feet long: and
(b) Not being used for public transportation or as a common carrier;

ITEM 11. - PREMIUM RESPONSIBILITY

Paragraph E. of COMMON POLICY CONDITIONS - PREMIUM is replaced by the following:

E. PREMIUMS
1. Each Named Insured is jointly and severally liable for all premiums due under this policy and for any other financial obligation of any Named Insured to us arising out of any agreements contained in this policy.
2. The First Named Insured shown in the Declarations will be the payee for any return premiums we pay.

ITEM 12. - RENTED PREMISES

Increased coverage for rented premises

A. FIRE, LIGHTNING OR EXPLOSION DAMAGE
The last sentence of paragraph 2. Exclusions of COVERAGE A (Section I - Coverages) is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (SECTION III).

B. Limits for Fire Legal Liability
Paragraph 6 of **SECTION III - LIMITS OF INSURANCE** is replaced by the following:

6. Subject to Paragraph 5, the most we will pay for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner resulting from fire, lightning or explosion, or any combination of the three, is the amount shown next to Fire Damage Limit in the Declarations.

ITEM 13. - SUPPLEMENTARY PAYMENTS

Section I - Coverages, Supplementary Payments - Coverages A and B, items 1.b. and 1.d., respectively, are replaced with:

b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including substantiated loss of earnings up to $500 a day because of time off from work.

ITEM 14. - UNINTENTIONAL FAILURE TO DISCLOSE

Condition 6. of Section IV - Commercial General Liability Conditions is amended to add the following:

d. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

ITEM 15. - BORROWED EQUIPMENT

a. Exclusion j. of COVERAGE A (Section I - Coverages) is amended to add the following:

Paragraph (4) of this exclusion does not apply to property damage to borrowed equipment while not being used to perform "your work."

b. Condition 4.b., of Section IV - Commercial General Liability Conditions is amended to add the following:

The insurance provided for "property damage" to borrowed equipment in the care, custody or control of the insured while not being used to perform "your work" is excess over any other valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

c. **SECTION III - LIMITS OF INSURANCE** is amended to add the following:

Subject to Paragraphs 2., 3., and 5. of **SECTION III - LIMITS OF INSURANCE,** the most we will pay for damages because of "property damage" to borrowed equipment in the care, custody or control of the insured while not being used to perform "your work" is $35,000.

ITEM 16. - FOREIGN COVERAGE

Paragraph 4.c of SECTION V - DEFINITIONS is replaced by the following:

c. Anywhere in the world, except with respect to injury or damage arising out of your "foreign based operations." "Foreign based operations" means: (1) construction, fabrication, erection or installation operations outside the territory described in a. above; (2) the manufacturing of goods or products outside the territory described in a. above; or (3) the sale or distribution of goods manufacturing outside the territory described in a. above at or from locations outside the territory described in a. above. The insured under our supervision shall investigate, defend or settle any claim or "suit" brought in any country where we are prevented by law from carrying out this agreement. We will reimburse the insured for the reasonable costs of such investigation and defense and, within the applicable limit of insurance, for the amount of any settlement made with our prior written consent.

ITEM 17. - MOBILE EQUIPMENT REDEFINITION

Paragraph 12. of SECTION V - DEFINITIONS is amended by the following:

Paragraph f.(1) (a) (b) and (c) of the definition of Mobile Equipment does not apply to self -propelled vehicles of less than 1000 pounds gross vehicle weight.

ITEM 18. - INCIDENTAL MALPRACTICE

Professional Health Care by Employees

Subparagraph **2.a.(1)(d)** of **SECTION II – WHO IS AN INSURED** is deleted.
The insurance for "bodily injury" or "personal injury" arising out of the "employee" providing or failing to provide professional health care services as provided by the above deletion is:

1. Subject to a sublimit of $300,000 each occurrence
   This sublimit is subject to the Each Occurrence Limit shown in the Declarations; it is not in addition to the Each Occurrence Limit.

2. Subject to the General Aggregate Limit shown in the Declarations.

ITEM 19. - PRODUCTS REDEFINITION

With respect to "bodily injury" or "property damage" arising out of "your products" manufactured, sold, handled or distributed:

1. On, from or in connection with the use of any of your premises, or

2. In connection with the conduct of any of your operation, when conducted by you or on your behalf,

Paragraph **a.** of the definition of "Products-completed operations hazard" in the DEFINITIONS Section is replaced by the following:

"Products-completed operations hazard":

Includes all "bodily injury" and "property damage" that arises out of "your products" if the "bodily injury" or "property damage" occurs after you have relinquished possession of those products.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium $ NPC
Effective Date 9/1/06 Expiration Date 9/1/07
For attachment to Policy No. TB2-151-278907-026/4
Audit Basis 1

Issued To J M Smith Corporation

SECRETARY PRESIDENT

Countersigned by _____
Authorized Representative

Issued
MLA 3/28/07

Sales Office and No.
Spartanburg-537

End. Serial No. 36

Confidential

LM-LMFIRE-JMSmith-00000484

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

It is agreed that Endorsement # 32, CG 2504 0397, Designated Locations General Aggregate Limit is amended to include the following:

$10,000,000 Aggregate

This endorsement is executed by the company below designated by an entry in the box opposite its name

Premium $ NPC

Effective Date 9/1/06 Expiration Date 9/1/07

For attachment to Policy or Bond No. TB2-151-278907-026/4

Audit Basis 1

Issued to J M Smith Corporation

- [ ] LIBERTY MUTUAL INSURANCE COMPANY
- [X] LIBERTY MUTUAL FIRE INSURANCE COMPANY
- [ ] LIBERTY INSURANCE CORPORATION
- [ ] LM INSURANCE CORPORATION
- [ ] THE FIRST LIBERTY INSURANCE CORPORATION

Dexter R. Legg
SECRETARY

PRESIDENT

Countersigned by.....
Authorized Representative

Issued MLA 3/28/07 Sales Office and No. Spartanburg-537 End. Serial No. 37

102

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Any person or organization from whom you lease equipment.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium $ NPC
Effective Date 09/01/06 Expiration Date 09/01/07
For attachment to Policy No. TB2-151-278907-026/4
Audit Basis 1

Issued To J M Smith Corporation

SECRETARY PRESIDENT

Countersigned by _____
Authorized Representative

Issued
dac 05/08/07

Sales Office and No.
Spartanburg 537

End. Serial No. 38

© ISO Properties, Inc., 2004

Confidential

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph **9.** of the **Definitions** Section is replaced by the following:

9. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

© ISO Properties, Inc., 2004

Confidential

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium $ NPC
Effective Date 09/01/06 Expiration Date 09/01/07
For attachment to Policy No. TB2-151-278907-026/4
Audit Basis 1

Issued To J M Smith Corporation

SECRETARY PRESIDENT

Countersigned by _____
Authorized Representative

Issued
dac 05/08/07

Sales Office and No.
Spartanburg 537

End. Serial No. 39

© ISO Properties, Inc., 2004

Confidential

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT

COVERAGE FOR BODILY INJURY TO CO-EMPLOYEES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Subparagraph 2.a. (1)(a) of **SECTION II - WHO IS AN INSURED** is replaced by the following:
(1) "Personal and advertising Injury" to you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company, or to a co-employee while that co-employee is either in the course of his or her employment or performing duties related to the conduct of your business;

A. The insurance for "Bodily Injury" to co-employees as provided by the above wording applies only to employees described below.

Employees:

B. This insurance does not apply to "Bodily Injury" arising out of his or her providing or failing to provide professional health care services.

C. This insurance is subject to a sublimit of:
$ 500,000 each occurrence
This sublimit is subject to the Each Occurrence Limit shown in the Declarations; it is not in addition to the Each Occurrence Limit.

D. This insurance is subject to the General Aggregate Limit shown in the Declarations.

E. Premium Charge $

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium $ NPC
Effective Date 09/01/06 Expiration Date 09/01/07
For attachment to Policy No. TB2-151-278907-026/4
Audit Basis 1

Issued To J M Smith Corporation

Dexter R. Legg
SECRETARY

Edward F. Kelly
PRESIDENT

Countersigned by _____
Authorized Representative

Issued
dac 05/08/07

Sales Office and No.
Spartanburg 537

End. Serial No. 40

LG 6041 R2 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - FINANCIAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph **2., Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability** and **Section I - Coverage B - Personal And Advertising Injury Liability:**

This insurance does not apply to "bodily injury", "property damage", or "personal injury and advertising injury" resulting from the rendering of or the failure to render financial services by any insured to others. For the purpose of this exclusion, financial services include but are not limited to:

1. Planning, administering or advising on:
   a. Any:
      (1) Investment,
      (2) Pension,
      (3) Annuity,
      (4) Savings,
      (5) Checking; or
      (6) Individual retirement plan, fund or account;
   b. The issuance or withdrawal of any bond, debenture, stock or other securities;
   c. The trading of securities, commodities or currencies; or
   d. Any acquisitions or mergers;
2. Acting as a dividend disbursing agent, exchange agent, redemption or subscription agent, warrant or scrip agent, fiscal or paying agent, tax withholding agent, escrow agent, clearing agent, or electronic funds transfer agent;
3. Lending, or arranging for the lending of, money, including credit card, debit card, leasing or mortgage operations or activities or interbank transfers;
4. Repossessing of real or personal property from a borrower or acting as an assignee for the benefit of creditors;
5. Checking or reporting of credit;
6. Maintaining of financial accounts or records;
7. Tax planning, tax advising or the preparation of tax returns; or
8. Selling or issuing travelers checks, letters of credit, certified checks, bank checks or money orders.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium $ NPC
Effective Date 09/01/06 Expiration Date 09/01/07
For attachment to Policy No. TB2-151-278907-026/4
Audit Basis J

Issued To J M Smith Corporation

SECRETARY PRESIDENT

Countersigned by _____
Authorized Representative

Issued dac 05/08/07 | Sales Office and No. Spartanburg 537 | End. Serial No. 41

CG 21 52 07 98

Copyright, Insurance Services Office, Inc., 1997

THIS ENDORSEMENT APPLIES TO YOUR POLICY. PLEASE READ IT CAREFULLY.

PREMIUM DETERMINATION -- SUBCONTRACTORS

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following provision is added to Section IV—Conditions:

You shall obtain adequate certificates of insurance for commercial general liability coverage from all independent contractors and sub-contractors doing work on your behalf. Such certificates must:

1. Specify that you are an Additional Insured,
2. Specify an Each Occurrence Limit at least equal to $1,000,000,
3. Specify insurance written on an occurrence basis, and
4. Specify insurance that is effective during the course of the work for you.

As evidence for adequate insurance, at final premium audit we will require you to provide us with certificates of insurance for all independent contractors and sub-contractors who performed work on your behalf during the policy period. Failure to provide adequate certificates of insurance for any contractor or sub-contractors will not alter the coverage provided under this policy but will result in the treatment of that independent contractor or sub-contractor as your employee for rating purposes.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium $ NPC
Effective Date 09*01/06 Expiration Date 09/01/07
For attachment to Policy No. TB2-151-278907-026/4
Audit Basis 1

Issued To J M Smith Corporation

Dexter R. Legg
SECRETARY

PRESIDENT

Countersigned by _____
Authorized Representative

Issued
5/24/07 rg

Sales Office and No.
Spartanburg 537

End. Serial No. 42

LG 3206 11 05

Confidential

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATIONS GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Locations(s):
See Attached Schedule

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

A. For all sums which the Insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE **A** (SECTION **I**), and for all medical expenses caused by accidents under Coverage **C** (SECTION **I**), which can be attributed only to operations at a singled designated "location" shown in the Schedule above:

1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:

   a. Insureds:

   b. Claims made or "suits" brought; or

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

3. Any payments made under COVERAGE **A** for damages or under COVERAGE **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in this Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

Copyright, Insurance Services Office, Inc., 1996

Confidential

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE C (SECTION I), which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:

1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Location General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" COVERAGE A (SECTION I), and for all medical expenses caused by accidents under
will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.

D. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium $ NPC
Effective Date 9-1-06 Expiration Date 9-1-07
For attachment to Policy No. TB2-151-278907-026
Audit Basis 1

Issued To J M Smith Corporation

Dexter R. Legg
SECRETARY

PRESIDENT

Countersigned by _____
Authorized Representative

Issued
mh 7/07

Sales Office and No.
Spartanburg 537

End. Serial No. 43

Copyright, Insurance Services Office, Inc., 1996

Confidential

EXTENSION SCHEDULE FOR CG 2504

Designated Locations:

1. 450 Wofford St. Spartanburg, SC
2. 101 W. St. John St. Suite 305 Spartanburg, SC
15. 5700 Blackstock Rd. Spartanburg, SC
20. 787 Hillcrest Industrial Park, Macon, GA
24. 190 Ezell St, Spartanburg, SC
    195 W. St. John St., Spartanburg, SC 29306
    9098 Fairforest Rd., Spartanburg, SC 29301
    1104 Jones Road, Paragould, AR 72450

General Aggregate Limit $10,000,000

Confidential

Liberty Mutual.

Dear Policyholder,

You are receiving this notice because an endorsement on your policy is being changed. We have recently identified an error on a small number of policies that were provided the Designated Location(s) General Aggregate Limit endorsement CG 25 04 03 97.

The incorrect version reads *(unnecessary words italicized for reference only)*:

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" *COVERAGE **A** (SECTION I), and for all medical expenses caused by accidents under* will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.

The correct version eliminates the unnecessary words and reads:

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.

The purpose of the CG 25 04 03 97 endorsement is to expand the policy's basic coverage by applying the General Aggregate limit separately to premises/operations losses at each single location designated in the endorsement. The coverage provided by this endorsement does not alter the "products-completed operations hazard" of your policy nor the limits attributable to the products completed operations hazard. The additional language inserted on the incorrect version of the endorsement was transcribed incorrectly from paragraph B of the endorsement while we were transitioning our electronic files. We apologize for this inconvenience.

You are not required to take any action at this time but should you have any questions, please contact your Liberty Mutual Sales Representative.

GPO 4942 06 07