

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL EXCLUSIONS – PRODUCTS LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE

It is understood and agreed that the following exclusions are added to this policy:

This insurance does not apply to:

Lead, Asbestos, Silica, Erionite, Perfluorinated Compounds

Any claim or "suit" for "bodily injury", "property damage" or "personal and advertising injury" or other injury or damage arising directly or indirectly out of, related to, or in any way involving the manufacture, sale, lease, distribution, transportation, storage, handling, installation, repair, removal, clean-up, testing, inspection, degradation, detoxifying or neutralizing, disposal, or other use of, ingestion, inhalation, exposure to, or contact with any goods, products, materials, plant life, or structures containing lead, asbestos, silica or erionite in any form including but not limited to claims arising out of continuous, intermittent or repeated exposure to or ingestion, inhalation or absorption of lead, asbestos, silica, erionite or "perfluorinated compounds" in any form.

This exclusion applies:

1. To liability assumed in any contract or agreement;
2. To any obligation to pay or indemnify any person, entity, organization or governmental agency;
3. To any supervision, instructions, recommendations, requests, warning, representations or advice given or which should have been given regarding the existence or control of lead, asbestos, silica, erionite or "perfluorinated compounds"; or
4. To any costs, expenses or damages arising out of any remedial investigation or feasibility studies or medical monitoring.

As used in this endorsement,

"Perfluorinated compounds" means perfluoroalkyl or polyfluoroalkyl substance (PFAS), including but not limited to: perfluoroalkyl acids (PFAAs), perfluorooctanoic acid (PFOA), perfluorooctane sulfonate (PFOS), perfluoroheptanoic acid (PFHpA), perfluorononanoic acid (PFNA), perfluorohexanesulfonic acid (PFHxS), GenX, "C8", "ADONA" perfluoroalkane sulfonyl fluoride (PASF), perfluorobutanesulfonic acid (PFBS), polytetrafluoroethylene (PTFE), perfluoropolyethers (PFPEs), perfluorononanoic acid or ammonium perfluorooctanoate, or any associated salts, acids, alcohols, precursor chemicals or related higher homologue chemicals that are identified as hazardous through federal, state or local law and regulation.

Prior Injury or Damage

"Bodily injury", "property damage" or "personal and advertising injury" which actually or allegedly begins or takes place before the inception date of this policy or before the retroactive date of this policy if claims-made coverage applies, regardless of whether or not such "bodily injury", "property damage" or "personal and advertising injury" is known to any insured. This exclusion applies even though the nature and extent of such damage or injury may change and even though the damage

or injury may be continuous, progressive, cumulative, changing or evolving, and even though the "occurrence" causing such "bodily injury" or "property damage", or the offense causing such "personal and advertising injury" may be or may involve a continuous or repeated exposure to substantially the same general harm or condition.

Discrimination

Any claim or "suit" for "bodily injury", "property damage" or "personal and advertising injury" or other injury or damage arising directly or indirectly out of, related to, or, in any way involving discrimination of any kind, whether actual or alleged, nor to any expenses or obligations to share damages with or repay another who must pay damages from discrimination.

This exclusion applies to any claim or "suit" brought under the Americans with Disability Act (ADA) or its state counterparts.

Employment Practices

Liability for employment-related practices of any kind, whether actual or alleged, nor to any expenses or obligations to share damages with or repay another who must pay damages from employment-related practice, including but not limited to:

1. Refusal to employ or termination of employment;
2. Discrimination, coercion, demotion, evaluation, reassignment, discipline, defamation, harassment in any form, humiliation or other employment-related practices, policies, acts or omissions; or
3. Consequential "bodily injury" or "personal and advertising injury" as a result of 1. or 2. above.

Professional Liability

Professional liability, malpractice, errors or omissions or acts of any type including rendering or failure to render any type of professional service nor to any expenses or obligations to share damages with or repay another who must pay damages from same.

Fiduciary Liability

Any claim or "suit" arising directly or indirectly out of, related to, or, in any way involving:

1. Coercion, conversion or misappropriation of the funds or property of others;
2. Dishonest, fraudulent, criminal or malicious acts or omissions of the insured, or any partner or employee of any person for whom you are legally responsible; or
3. Activities or operations performed in the capacity of a fiduciary.

Duty to Defend

Where there is no coverage under this policy, there is no duty to defend.

Damages Limitation

Damages mean monetary judgment, award or settlement, but damages do not include:

1. Civil or criminal fines, sanctions or penalties, whether imposed pursuant to statute or otherwise;
2. Judgments or awards arising from acts or omissions deemed uninsurable by law;
3. The restitution of consideration or expense paid to you for professional services rendered or



which should have been rendered;

4. Disputed fees or any actual or alleged personal profit or advantage to which you are not legally entitled;
5. Equitable or non-pecuniary relief.

All other terms, conditions and exclusions remain unchanged.