

COMMERCIAL PROPERTY COVERAGE FORM

Subject to the terms, conditions, limitations and exclusions hereinafter contained or added by endorsement(s), this Policy insures Real and Personal Property (including Improvements and Betterments) and Loss of Income including Extra Expense of the "Named Insured", or property for which the "Named Insured" may be held legally liable, against RISKS OF DIRECT PHYSICAL LOSS OR DAMAGE occurring during the policy period except as otherwise excluded in this policy

The word Insurer(s) wherever it appears in this policy means Vantage Risk Specialty Insurance Company

Wherever '\$' or USD appears herein these are deemed to read 'United States Dollars'

"Named Insured": Per the Declarations page of this policy

Mailing Address: Per the Declarations page of this policy

1. POLICY PERIOD

In consideration of premium paid, this policy attaches and covers for the period as set forth in the Declarations page beginning and ending at 12:01 A.M., Standard Time, at the location as set forth in the Declarations page.

2. LIMITS OF COVERAGE

- a. The insurer shall not be liable in any one "occurrence" for more than the limits set forth in the Declarations page or endorsed hereafter.

b. **Extension of Coverage Sublimits**

Inclusive within the limits of coverage set forth in the Declarations page are the following sub-limits unless otherwise endorsed hereafter. These sublimits are subject to the total limits shown in the Declarations and are not additional limits of coverage. Sublimits are not duplicated if payment is made under more than one coverage limit stated in the Declarations page or endorsed hereafter.

- (1) Following sublimits are inclusive within Real Property Limit in the Declarations page or endorsed hereafter:

Arson Reward	10% of Adjusted claim;	\$25,000
	not to exceed	

Building Ordinance, Demolition & Increased Cost Of Construction -The following sub-limits apply to Building Ordinance, Demolition & Increased Cost of Construction except as otherwise stated in the Declarations page or endorsed hereafter:

Coverage A.	Undamaged Portion	Included up to full building limit
Coverage B.	Demolition	
Coverage C.	Increased Cost of Construction	

Coverages B & C are subject to a single, combined sublimit of 20% of insured building limit not to exceed	\$1,000,000
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Existing buildings, structures or additions under construction, alterations and repairs to Real Property, including materials, equipment and supplies,	\$ 25,000
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except as otherwise stated in the "Declarations" page or endorsed hereafter:

Expediting Expense	\$ 25,000
Fire Brigade Charges and Extinguishing Expenses	\$ 100,000
Landscaping, Trees, Shrubs, Plants and Lawns:	\$ 250,000
further sub-limited maximum per item limit of:	
Per Tree or Lawn: \$ 10,000	
Per Shrub or Plant: \$ 5,000	
Locks and Keys	\$ 25,000
Pools, tennis courts, playgrounds, and recreational equipment	\$ 500,000
Backup of Sewers or Drains	\$100,000
Signs	Included in Building Limit

- (2) Following sublimits are inclusive within Business Personal Property Limit in the Declarations page or endorsed hereafter:

Business Personal Property While Off Premises or In Transit	\$ 100,000
Electronic Data Processing and Equipment	\$ 100,000
Fine Arts	\$ 100,000
Valuable Papers & Records	\$ 100,000

- (3) Following sublimits are inclusive within Loss of Income Limit in the Declarations page or endorsed hereafter:

Accounts Receivable	\$ 250,000
Emergency Vacating Expense	\$100,000
Increased Tax Liability for Rental Income	\$ 25,000
Ingress/Egress	Maximum of 30 consecutive days
Interruption by Civil or Military Authority	Maximum of 30 consecutive days
Off Premises Service Interruption	\$100,000
Tenant Relocation Expense	\$100,000
subject to a maximum payment per unit of \$ 5,000	

- (4) Following sublimits are inclusive within Real Property Limit, Business Personal Property Limit and the Loss of Income Limit in the Declarations page or endorsed hereafter. Payments under following sublimits will be allocated to the Real Property Limit, Business Personal Property Limit and the Loss of Income Limit in proportion to the percentage of loss payable under following sublimits:

Debris Removal Costs And Expenses - 25% of adjusted loss amount not to exceed	\$5,000,000
"Mold", "Fungi", Wet or Dry Rot and "Bacteria"	\$ 10,000
Pollution Cleanup and Removal Costs	\$ 100,000
Professional Fees	\$ 100,000

3. DEDUCTIBLE

- Each submitted claim for loss, damage or expense arising out of an "occurrence" at the insured location, as identified by its "Property Identification Number", shall be adjusted as one claim. The Insurer will not pay for loss, damage or expense under any coverage until the amount of the covered loss or damage exceeds the deductible amount indicated for that coverage in the Declarations page or endorsed. The Insurer will then pay the amount of covered loss, damage or expense in excess of the applicable deductible amount, subject to the applicable limit or sub-limit indicated in the Declarations page or endorsed.
- If two or more deductible amounts apply to a claim at a single location, the total to be deducted shall not exceed the largest deductible that applies, with such larger deductible being applied to the entire loss at the insured location.
- If separate buildings are scheduled at a location and two or more deductible amounts apply to a building, then the largest deductible at each building will be applied.

4. LOSS PAYABLE

Loss, if any, shall be adjusted with and payable to the specific "Named Insured", through **Claims Adjusting Group**. The "Named Insured's" receipt of loss payment shall constitute a release in full of all liability under this policy with respect to such loss.

5. TERRITORY

This policy covers insured locations within the fifty states of the United States of America, and the District of Columbia.

6. COVERAGE

Except as hereinafter excluded, this policy covers the following described property including the actual Loss of Income sustained by the "Named Insured" at location(s) described in the applicable PID of the Declarations page.

a. Real Property

The interest of the "Named Insured" in all real property, including improvements and betterments, foundations and supports, flues, wiring and plumbing, owned, used, or intended for use by the "Named Insured", or hereafter constructed, erected, or installed, notwithstanding any contract or lease to the contrary. It includes appurtenances but does not include a "parking structure".

If not covered by other insurance: (a) additions under construction, alterations and repairs to "buildings" and (b) materials, equipment, supplies and temporary structures, on or within 100 feet of the location described in the PID of the Declarations page, used for making additions, alterations or repairs to the "buildings".

The interest of the "Named Insured" in the Real Property of others in the "Named Insured's" care, custody, or control, and the "Named Insured's" liability imposed by law or assumed by written contract for such property.

Personal property owned by the "Named Insured" that is used to maintain or service the "buildings" or structures or the premises, including fire extinguishing equipment, outdoor furniture, floor coverings, and appliances used for refrigerating, ventilating, cooking, dishwashing or laundering.

b. Business Personal Property

The interest of the "Named Insured" in all business personal property, including "Fine Arts" and "Electronic Data Processing Equipment" and "Electronic Data Processing Media", located in or on the location shown on the Declarations or within 1,000 feet of the such location, consisting of furniture and fixtures, machinery and equipment, computer hardware and media and "Fine Arts".

At the option of the "Named Insured", personal property belonging or in use by the "Named Insured's" officials, employees and volunteers while at the location.

The interest of the "Named Insured" in the personal property of others in the "Named Insured's" care, custody or control, and the "Named Insured's" liability imposed by law or assumed by written contract for such property.

c. Loss of Income

- (1) This policy is extended to cover the actual Loss of Income sustained by the "Named Insured" resulting directly from the necessary untenability caused by direct physical loss, damage, or destruction by any of the perils covered herein during the term of the policy to real or personal property as described in clause 6. a., and 6. b. respectively, but not exceeding the reduction in income less charges and expenses which do not necessarily continue during the period of untenability, not to be limited by the expiration date of this policy.

For the purpose of this insurance "income" is defined as the sum of:

- (a) The gross rental income from the rented portions of such property according to bona fide leases, contracts or agreements in force at the time of loss;
 - (b) The fair rental value of any portion of the property occupied by the "Named Insured"; and,
 - (c) Income from loss of monthly condominium fees,
- Less non-continuing charges and expenses.

- (2) For purposes of determining the loss payable for Loss of Income, the period of indemnity is defined as:

- (a) The period from the time of direct physical damage insured by this policy to the time when, with due diligence and dispatch, physically damaged "buildings" could be:
 - i. repaired or replaced, and
 - ii. business operations could have commenced,

not limited by the expiration date of this policy. In no event will the period of

indemnity exceed twenty-four (24) months from the date of loss.

- (3) For purposes of determining the loss payable for alterations or additions to existing property and for property under the course of construction, the rental value will be determined from:

The period of time of direct physical damage not excluded by this policy, when the property would have been completed if the direct physical loss or damage had not occurred, to the time when, with due diligence and dispatch, physically damaged alterations, additions or "buildings" could be:

- (a) repaired or replaced, and
 - (b) business operations could have commenced had no physical damage occurred to the covered property.
- (4) The period of interruption:
- (a) will include that period for which physically damaged or destroyed building materials and supplies are replaced, and
 - (b) the additional time required for the demolition and removal of debris.

- (5) Expense to reduce loss:

This policy also covers such expenses as are necessarily incurred for the purpose of reducing any loss under this policy. Such coverage, however, shall not exceed the amount by which the loss under this policy is thereby reduced.

- (6) Experience of the business:

In determining the amount of income covered hereunder, due consideration shall be given to the rental experience before the date of damage or destruction and the probable experience thereafter had no loss occurred.

- (7) Extended Period of Indemnity

This policy covers the actual loss of income sustained during the period that begins on the date the property is actually repaired, rebuilt or replaced and ends on the earlier of:

- (a) The date the property could, with due diligence and dispatch, be re-occupied on the same or equivalent rental terms and conditions that existed prior to such loss or damage;
- (b) 180 days after the date the property is actually repaired, rebuilt or replaced.

- (8) Special Exclusion

This section of the policy does not insure against any increase of loss which may be occasioned by the suspension, lapse, or cancellation of any lease, license, contract, or order nor for any increase of loss due to interference at the "Named Insured's" PID locations by strikers or other persons with rebuilding, repairing, or replacing the property damaged or destroyed, or with the resumption of continuation of business, or with the re-occupancy of the location.

- (9) Extra Expense

Extra Expense means reasonable and necessary expenses incurred by the "Named Insured" during the period of interruption that the "Named Insured" would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a peril insured against. Extra Expense does not change, add, or otherwise alter the limits of coverage for Loss of Income as set forth in the Declarations.

The Insurer will pay necessary Extra Expense to avoid or minimize the suspension of business and to continue operations:

- (a) At the location; or
- (b) At replacement premises or at temporary locations, including:
 - i. Relocation expenses; and
 - ii. Costs to equip and operate the replacement or temporary locations to the extent it reduces the amount of loss that otherwise would have been payable under this policy.
- (10) The Insurer will pay necessary Extra Expense to minimize the suspension of business if the "Named Insured" cannot continue operations to the extent it reduces the amount of loss that otherwise would have been payable under this policy;
- (11) The Insurer will pay necessary Extra Expense to repair or replace any property to the extent it reduces the amount of loss that otherwise would have been payable under this policy.

d. Parking Structures

The interest of the "Named Insured" in all "parking structures" if such structure is shown on the Declarations, subject to the Real Property Parking Limit. A "parking structure" is used for parking and storage of vehicles but is not attached to a "building" shown on the Declarations. A "parking structure" is not a structure or an appurtenant structure.

7. EXTENSIONS TO COVERAGE

The following extensions of coverage are added to the policy. If more specific insurance applies, than these additional coverages shall apply as excess coverage only. All extensions of coverage indicated are subject to the coverage sublimit as defined under Clause 2. b. These extensions are included within the limits of insurance shown in the "Declarations" and do not provide additional limits of coverage

a. Valuable Papers and Records

This policy covers Valuable Papers. The following terms and conditions shall apply, as well as those terms and conditions elsewhere in this policy form: "Valuable Papers and Records" are defined as written, printed, or otherwise inscribed documents and records, including, but not limited to, books, maps, films, drawings, abstracts, deeds, mortgages, micro-inscribed documents, manuscripts and media but not including money and/or securities. This extension does not apply to valuable papers and records which exist as "electronic data processing media."

Valuable Papers and Records will be valued at the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. The Insurer will also pay for the cost of blank material for reproducing records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records.

The limit of coverage will not exceed the applicable limit of insurance shown in the sublimits of Clause 2.b.

b. Accounts Receivable

Accounts receivable are defined as:

- (1) All sums due to the "Named Insured" from customers, provided the "Named Insured" is unable to effect collection thereof as the direct result of loss or damage to records of accounts receivable;

- (2) Collection expense in excess of normal collection cost and made necessary because of such loss or damage; and,
- (3) Other expenses, when reasonably incurred by the "Named Insured" in re-establishing records of accounts receivable following such loss or damage.

For the purpose of this insurance, credit card company charge media shall be deemed to represent sums due the "Named Insured" from customers, until such charge media is delivered to the credit card company.

When there is proof that a loss of records of accounts receivable has occurred, but the "Named Insured" cannot more accurately establish the total amount of accounts receivable outstanding as of the date of such loss, such amount shall be computed as follows:

- (a) The monthly average of accounts receivable during the last available twelve months shall be adjusted in accordance with the percentage increase or decrease in the twelve months average of monthly gross revenues which may have occurred in the interim;
- (b) The monthly amount of accounts receivable thus established shall be further adjusted in accordance with any demonstrable variance from the average for the particular month in which the loss occurred, due consideration also being given to the normal fluctuations in the amount of accounts receivable within the fiscal month involved.

There shall be deducted from the total amount of accounts receivable, however established, the amount of such accounts evidenced by records not lost or damaged, or otherwise established or collected by the "Named Insured", and an amount to allow for probable bad debts which would normally have been uncollectible by the "Named Insured".

The limit of coverage will not exceed the applicable limit of insurance shown in the sublimits of Clause 2.b.

c. **Professional Fees**

This policy covers reasonable fees payable to the insured's: accountants, architects, auditors, engineers and other professionals; for producing and certifying particulars or details contained in the insured's books or documents, or such other proofs, information or evidence required by the company resulting from insured loss payable. Expenses must be incurred by the "Named Insured" in order to establish the amount of the loss.

There is no coverage for:

- (1) attorneys, public adjusters and loss appraisers, including any of their subsidiaries, related or associated entities either partially or wholly owned by them or retained by them for the purpose of assisting them; or
- (2) loss consultants who provide consultation on coverage or negotiate claims.

The limit of coverage will not exceed the applicable limit of insurance shown in the sublimits of Clause 2.b.

d. **Landscaping, Tree, Shrubs and Plants**

You may extend the insurance provided by this coverage form to apply to your outdoor landscaping, trees, shrubs, plants and lawns (other than tree, shrubs, plants and lawns held as "stock"). The loss must be caused by any of the following causes of loss:

- (1) Fire;
- (2) Lighting;
- (3) Explosion;
- (4) Riot or civil commotion;
- (5) Aircraft or vehicles;
- (6) Vandalism; or
- (7) Theft.

Trees, shrubs, plants and lawns will be limited to standard local nursery stock.

The limit of coverage will not exceed the applicable limit of insurance shown in the sublimits of Clause 2.b.

e. Emergency Vacating Expense

This policy is extended to cover the reasonable expenses incurred by the "Named Insured" when an authorized governmental agency or other similar authority orders the emergency evacuation of residents, tenants or lawful occupants from an insured "building" as a result of an immediately impending insured peril that threatens imminent physical danger or loss of life to such occupants,

No coverage is provided if the vacating results from a planned evacuation drill, evacuation of any resident because of a medical condition(s), or a false alarm.

The limit of coverage will not exceed the applicable limit of insurance shown in the sublimits of Clause 2.b.

f. Tenant Relocation Expense

This policy is extended to cover relocation expenses incurred by the "Named Insured" to relocate residents, tenants or lawful occupants to other living quarters in the shortest possible time when rented space or living quarter(s) at a described location are made uninhabitable as a direct result of physical loss or damage from a peril insured by this policy.

(1) Coverage is limited to the reasonable and necessary expense of:

- (a) Packing, sorting, and transportation cost for personal property;
- (b) Reestablishing new utility services, less refunds from discontinued services, at the damaged location;
- (c) Searching for new living quarters;
- (d) Disconnecting and reconnecting fixtures and equipment; and,
- (e) Storage costs while awaiting possession of other living quarters or restoration of existing quarters.

(2) No coverage is provided for:

- (a) Loss caused by the termination of a lease or other agreement;
- (b) Security deposits or other payments made to the landlord or lessors of the new living quarters;
- (c) Down payments, legal fees and closing costs for the purchase of new living quarters; or;

- (d) Loss resulting from Off Premises Services Interruption, Interruption by Civil or Military Authority, or Ingress/Egress except as otherwise provided in Clause 6 d. (1), (2), and (3).

The limit of coverage will not exceed the applicable limit of insurance shown in the sublimits of Clause 2.b.

g. Locks and Keys

This policy is extended to cover the reasonable and necessary expense incurred by the "Named Insured" for replacing locks and keys resulting from insured physical loss or damage. Coverage includes the actual cost to:

- (1) Replace;
- (2) Adjust,
- (3) Reprogram

Locks to accept new keys or entry codes.

The limit of coverage will not exceed the applicable limit of insurance shown in the sublimits of Clause 2.b.

h. Pools, tennis courts, playgrounds and outdoor recreational equipment

This policy is extended to cover swimming pools, spas, tennis courts, playgrounds and other outdoor recreational equipment. Caused by or resulting from any of the following causes of loss:

- (1) Fire
- (2) Lightning
- (3) Explosion
- (4) Riot or Civil Commotion or
- (5) Aircraft

The limit of coverage will not exceed the applicable limit of insurance shown in the sublimits of Clause 2.b.

i. Pollution Cleanup And Removal Costs

Notwithstanding the provisions of Clause 8.c. and 8.e.(4) or any provision respecting seepage and/or "Contaminants or Pollutants" , and/or debris removal and/or cost of cleanup, this policy (subject otherwise to its terms, conditions and limitations, including but not limited to any applicable deductible) also insures:

- (1) Expenses reasonably incurred in removal of debris of the property insured hereunder destroyed or damaged from the location of the loss; and/or,
- (2) Cost of cleanup, at the location of the loss, made necessary as a result of such direct physical loss or damage; and/or,
- (3) Cost of pollution cleanup at the insured location

in the event of direct physical loss or damage to the property insured hereunder that is directly caused by or results from one or more of the following causes that occurs during the policy period as set forth in the "Declarations" page:

- (1) Fire;

- (2) Lightning;
- (3) Explosion;
- (4) Windstorm;
- (5) Hail;
- (6) Smoke;
- (7) Vehicles;
- (8) Aircraft;
- (9) Civil disturbance;
- (10) Riot;

It is a condition precedent to recovery that the Insurer shall have paid or agreed to pay for direct physical loss or damage to the property insured hereunder unless such payment is precluded solely by the operation of any deductible and that the "Named Insured" shall give notice to the Insurer of intent to claim for cost of removal of debris or cost of cleanup NO LATER THAN 12 MONTHS AFTER THE DATE OF SUCH PHYSICAL LOSS OR DAMAGE.

The limit of coverage will not exceed the applicable limit of insurance shown in the sublimits of Clause 2.b. unless an endorsement with higher limits is attached herein

j. Debris Removal Costs

The Insurer will pay the reasonable and necessary expense incurred by the "Named Insured" to remove debris of insured property from a location remaining as the direct result of loss or damage insured by this policy during the policy period. Such expenses will be paid only if reported to the Insurer in writing within 180 days of the date of direct physical loss or damage.

- (1) For this Debris Removal coverage, the Insurer will pay 25% of:
 - (a) The amount the Insurer pays for the direct physical loss or damage to the insured property; plus
 - (b) The deductible in this policy applicable to that direct physical loss or damage.
- (2) In no event will this Debris Removal Coverage apply to:
 - (a) Costs to extract "contaminants or pollutants" from land or water; or
 - (b) Costs to remove, restore or replace polluted land or water.
- (3) Debris Removal Costs does not apply to costs to:
 - (a) Extract "Contaminants or Pollutants" from land or water; or
 - (b) Remove, restore or replace polluted land or water.

The limit of coverage will not exceed the applicable limit of insurance shown in the sublimits of Clause 2.b.

k. Building Ordinance, Demolition And Increased Cost Of Construction

In the event of loss or damage under this policy that causes the enforcement of any law or ordinance regulating the construction, repair, or use of property the Insurer shall be liable for:

Coverage A The proportion that the value of the undamaged part of the property bore to the value

of the entire property prior to loss;

Coverage B The cost of demolishing the undamaged property

Coverage C The increased cost of repair or reconstruction of the damaged and undamaged property on the same or another site and limited to the costs that would have been incurred in order to comply with the minimum requirements of such law or ordinance regulating the repair or reconstruction of the damaged property on the same site. However, the Insurer shall not be liable for any increased cost of construction loss unless the damaged property is actually rebuilt or replaced; if the property is repaired or rebuilt it must be intended for similar occupancy as the current property, unless otherwise required by zoning or land use ordinance or law

Additional Conditions which apply to this extension:

If the property is repaired or replaced, on the same or another location, this policy will not pay more for loss or damage, including loss caused by enforcement of any law or ordinance, than the lesser of the following amounts:

- (1) The amount actually spent to repair, rebuild, or reconstruct the "building", but not for more than the amount it would cost to restore the "building" on the same location and to the same height, floor area, style and comparable quality of the original property insured, assuming that such repairing, rebuilding or reconstructing is then permitted; or
- (2) The limit of coverage contained within this policy; or
- (3) If a portion of the property is not repaired or replaced, due to ordinance or law restricting or prohibiting repair or replacement of the "building" to the same height, floor area of the original property insured, the amount actually spent to repair, rebuild, or reconstruct the "building" and the "Actual Cash Value", of the portion of the property that is not repaired or replaced.
- (4) If the "Named Insured" fails to comply with (a), (b) or (c) above within two (2) years from the date of loss, the basis of the valuation will revert to the "Actual Cash Value"

The limit of coverage will not exceed the applicable limit of insurance shown in the sublimits of Clause 2.b. unless an endorsement with higher limits is attached herein

I. Limited Coverage For "Mold", "Fungi", Wet Or Dry Rot Or "Bacteria"

This policy is extended to cover, subject to a maximum limit of \$10,000 per "occurrence" per insured location, "loss or damage" directly caused by or resulting from "mold" or "fungi", wet or dry rot, or "bacteria" if such "mold" or "fungi", wet or dry rot, or "bacteria" is directly caused by or results from one or more of the following causes that occurs during the policy period:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Windstorm;
- (5) Hail;
- (6) Smoke;
- (7) Vehicles;

- (8) Aircraft;
- (9) Civil disturbance;
- (10) Riot;
- (11) Sprinkler Leakage;
- (12) Leakage from fire extinguishing equipment;
- (13) Weights of snow, ice or sleet;
- (14) Water Damage except as otherwise excluded in this Policy.

The maximum total limit provided by this coverage extension is \$10,000 per "occurrence" per location regardless of the number or type of coverages that may apply, the number of buildings scheduled at the location to which this coverage extension applies, or regardless of the number or type of "mold" or other "fungi", wet or dry rot, or "bacteria" that caused the loss or damage. When this agreement and any other insuring agreement or endorsement written by the Insurer applies to the same "mold" or other "fungi", wet or dry rot, or bacteria loss, \$10,000 per "occurrence" per location is the most the Insurer will ever pay on a combined total basis for all such loss, irrespective of any limit that might apply to the underlying cause of the "mold" or other fungi, wet or dry rot or bacteria loss, if any. This amount is not in addition to the limits of coverage for real or personal property or Loss of Income coverage as specified elsewhere in this policy and is inclusive of all testing, analysis, remediation and reconstruction.

The limit of coverage will not exceed the applicable limit of insurance shown in the sublimits of Clause 2.b. unless an endorsement with higher limits is attached herein.

As used herein "Loss or damage" means:

- (1) Direct physical loss or damages to covered property by "mold", fungus, wet or dry rot or "bacteria", including the cost of removal of the "mold", fungus, wet or dry rot or "bacteria";
- (2) The cost to tear out and replace any part of the "building" or other property as needed to gain access to the "mold", fungus, wet or dry rot or "bacteria"; and
- (3) The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is reason to believe that "mold", fungus, wet or dry rot or "bacteria" are present.

m. Fire Brigade Charges and Extinguishing Expenses

This policy is extended to cover expenses incurred by the "Named Insured" to replace fire extinguishing materials that are lost, expended or destroyed to the extent of the value of such fire extinguishing materials; and for firefighting expenses incurred by or imposed on the "Named Insured" in connection with covered loss or damage to covered property. However, there will be no coverage for charges incurred for false alarm.

The limit of coverage will not exceed the applicable limit of insurance shown in the sublimits of Clause 2.b.

n. Business Personal Property While Off Premises or In Transit

The policy is extended to cover Business Personal Property while it is in the course of transit within the Policy Territory or at a location not described in the Declarations page.

The limit of coverage will not exceed the applicable limit of insurance shown in the sublimits of Clause 2.b.

o. Increased Tax Liability for Rental Income

This policy is extended to cover increased tax liability incurred by the "Named Insured" as a direct result of direct physical loss or damage insured by this policy to property not excluded by this policy on the covered loss of rental income portion of a loss recovery, if the tax liability is greater than the amount that would have been incurred had no loss occurred. This policy will cover only the increased tax liability for the profit portion of the rental income loss.

The limit of coverage will not exceed the applicable limit of insurance shown in the sublimits of Clause 2.b.

p. Arson Reward

This policy is extended to cover payment of any reward offered on the "Named Insured" behalf for information that leads to conviction of the perpetrator(s) of arson (fire) and vandalism to insured property that sustains physical loss or damage insured by this policy. The Insurer's total payment for any one "occurrence" will not exceed the amount set forth in Clause 2.b.

Regardless of the number of informants providing information that leads to a conviction, the Insurer's payment of this reward will not exceed the amount set forth in Clause 2.b.

q. Back Up or Overflow of Sewer or Drains

Coverage is extended for loss or damage that results from back up or overflow of sewers, or sump pump wells, or similar devices designed to prevent overflow, or seepage or leakage of surface or subsurface water that occurs during the policy period. Any back-up or overflow must originate on the residence location for coverage to apply. However, no coverage is extended for loss or damage that results from sewer or sump overflow resulting from "Flood".

The Insurer will not pay more under this extension than the applicable sublimit stated in this policy as set forth in Section 2.b.(1).

r. Signs

You may extend the insurance provided by this coverage form to apply to signs attached to buildings (whether indoor or outdoor) at the described location and to outdoor signs not attached to buildings at the described location which are owned by you, or owned by others but are in your care, custody or control. There is no coverage for signs that are not on the described location.

The Insurer will not pay more under this extension than the applicable Real Property Limit.

s. Preservation Of Property

In case of actual or imminent physical loss or damage of the type insured against by this Policy, the expenses incurred by the "Named Insured" in taking reasonable and necessary actions for the temporary protection and preservation of property insured hereunder shall be added to the total physical loss or damage otherwise recoverable under this Policy and be subject to the applicable deductible and without increase in the limits of coverage contained in this Policy.

The Insurer will not pay more under this extension than the applicable sublimit stated in this policy as set forth in Clause 2.b.

t. **Expediting Expense**

This policy covers the reasonable extra cost of temporary repair and of expediting the repair of damaged property insured hereunder, including overtime and express freight or other rapid means of transportation.

The Insurer will not pay more under this extension than the applicable sublimit stated in this policy as set forth in Clause 2.b.

u. **Fine Arts**

Coverage is hereby provided as part of Business Personal Property for "Fine Arts" which are either the "Fine Arts" of the "Named Insured" or the "Fine Arts" of others in custody of the "Named Insured" while at the locations designated elsewhere in this policy (if any) or anywhere else within the territorial definition of this policy temporarily, and while on exhibition.

In the event of the total loss of any article or articles which are a part of a set, the Insurer agrees to pay the "Named Insured" the full amount of the value of such set, and the "Named Insured" agrees to surrender the remaining parts of the set to the Insurer.

"Fine Arts" shall be valued at the lesser of:

- (a) The cost to repair or restore the article to the condition that existed immediately prior to the loss;
- (b) The cost to replace the article; or,
- (c) The value designated for the article on the schedule of "Fine Arts" on file with the Insurer;

The Insurer will not pay more under this extension than the applicable sublimit stated in this policy as set forth in Clause 2.b.

v. **"Electronic Data Processing Equipment" and "Electronic Data Processing Media"**

The following terms and conditions shall apply to electronic data processing coverage in addition to those terms and conditions elsewhere in this policy form. In the event any of the following is in conflict with terms and conditions elsewhere in this policy form, the following terms will supersede any other:

- (a) The following is covered as part of Business Personal Property: "Electronic Data Processing Equipment" and "Electronic Data Processing Media" including the information recorded therein for direct loss or damage and for any resultant Extra Expense.
- (b) The following exclusions are added to this policy form.

This policy does not insure against:

- (a) Loss or damage caused by error in machine programming;
- (b) Loss or damage caused by or arising out of infidelity by an employee of the "Named Insured". A willful act of malicious intent or damage caused by unauthorized entry shall be deemed not to be an act of infidelity and shall be covered under this policy;
- (c) How loss is settled:
 - (a) "Electronic Data Processing Equipment" and "Electronic Data Processing Media" and information therein;

The measure of recovery shall be the cost of replacement or reproduction with other of like kind and quality; if not replaced or reproduced the Insurer will pay the blank value of the media.

(b) **Extra Expense**

The necessary extra expense incurred by the "Named Insured" in order to continue as nearly as practical the normal conduct of the "Named Insured's" Data Processing operation following loss or damage to property covered under this section of the policy by a peril not otherwise excluded, whether or not such Extra Expense reduces the amount of loss that would have otherwise been payable under the business interruption section of this policy. However, no payment shall be made under this section if the same is otherwise collectible under the Loss of Income and Extra Expense section.

The Insurer will not pay more under this extension than the applicable sublimit stated in this policy as set forth in Clause 2.b.

w. **Off-Premises Services Interruption**

This policy is extended to cover the actual Loss of Income sustained and necessary Extra Expense incurred during the period of time when, as a direct result of physical damage within five (5) miles of the premises by a peril insured against to electrical, steam, gas, water or telephone services to the location are interrupted.

The Insurer will not pay more under this extension than the applicable sublimit stated in this policy as set forth in Clause 2.b.

x. **Interruption by Civil or Military Authority**

This policy is extended to cover the actual Loss of Income sustained and necessary Extra Expense incurred during the period of time when, as a direct result of physical damage within five (5) miles of the premises by a peril insured against, access to the location is prohibited by order of civil or military authority. The maximum period of indemnity in respect of this extension shall not exceed 30 consecutive days from the date of that order.

y. **Ingress/Egress**

This policy is extended to cover the actual Loss of Income sustained and necessary Extra Expense during the period of time when, as a direct result of physical damage within five (5) miles of the premises by a peril insured against, ingress to or egress from the location is thereby prevented. The maximum period of indemnity in respect of this extension shall not exceed 30 consecutive days.

8. **EXCLUSIONS**

- a. This policy does not insure against loss or damage caused directly or indirectly by, to, or resulting from any of the following. Loss or damage is excluded regardless of any cause or event whether or not insured under this policy that contributes concurrently or in any sequence to the loss or damage.

(1) Any criminal or dishonest act or acts committed by the "Named Insured" or any of the "Named Insured's" employees meaning only dishonest or criminal acts committed by the "Named Insured" or the "Named Insured's" employees with the manifest intent to:

- (a) Cause the "Named Insured" to sustain such loss; and
- (b) Obtain financial benefit for the "Named Insured", "Named Insured's" employee, or for any other person or organization intended by the "Named Insured" or the employee to receive such benefit, other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing pensions, or other employee benefits earned in the normal course of employment;

(2) Nuclear reaction, nuclear radiation, radioactive contamination, or dispersal or application of pathogenic or poisonous biological or chemical materials, all whether controlled or uncontrolled

and whether such loss be direct or indirect, proximate, or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this policy except:

- (a) If fire ensues, liability is specifically assumed for direct loss by such ensuing fire but does not include any loss due to nuclear reaction, nuclear radiation, or radioactive contamination;
- (b) The Insurer shall be liable for loss or damage caused by sudden and accidental Radioactive Contamination including resultant radiation damage for each "occurrence" from material used or stored or from processes conducted on insured locations provided at the time of loss there is neither a nuclear reactor capable of sustaining nuclear fission in a self-supporting chain reaction nor any new or used nuclear fuel on the insured location;
- (3) (a) Any hostile or warlike action in time of peace or war, including action in hindering, combating, or defending against an actual, impending or expected attack:
 - (i) by any government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval, or air forces;
 - (ii) or by military, naval or air forces;
 - (iii) or by an agent of any such government, power, authority or forces;
- (b) Any weapon employing atomic fission or fusion;
- (c) Any rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such "occurrence";
- (d) Any seizure or destruction by order of public authority, except destruction by order of public authority, to prevent the spread of, or to otherwise contain, control or minimize loss, damage or destruction which occurs due to a peril insured against under this policy;
- (e) Any risks of contraband or illegal trade.
- (4) Named Windstorm, including hurricane and or tropical storm as designated by the National Weather Service, in "Tier 1 and 2 counties", as further defined in this policy. This Named Windstorm exclusion in "Tier 1 and 2 counties" also excludes loss or damage caused by water in any state, or rain, or sleet, or snow, or hail, or sand, dust or any other substance, material or object that is carried, blown, driven or otherwise transported by onto or into the property insured in "Tier 1 and 2 counties" as a result of the Named Windstorm.
- (5) "Flood", as defined herein or spray resulting from "Flood", whether driven by wind or not, mudslide or mud flow; water on or below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basements or other floors, or through doors, windows or other openings in such sidewalks, driveways, foundations, walls or floors. However, this exclusion shall not apply to loss or damage caused by ensuing fire, theft or explosion not otherwise excluded by the policy.
- (6) "Earth Movement" including loss or damage caused by, resulting from, contributed to, or aggravated by any natural or manmade "earth movement", including but not limited to earthquake, landslide, mud flow, volcanic eruption, earth sinking, subsidence, earth rising, or earth shifting. However, this exclusion shall not apply to loss or damage caused by ensuing fire, theft or explosion not otherwise excluded by the policy.
- b. This policy does not insure against loss or damage caused by the following:
 - (1) Faulty, inadequate or defective design, planning, development, surveying, siting, specifications; faulty materials, faulty workmanship or maintenance; unless an insured loss ensues during the

policy period as set forth in the Declarations page and then this policy shall cover for such ensuing loss or damage;

- (2) Electrical injury or disturbance to electrical appliances, devices, or wiring caused by electrical currents artificially generated; unless fire or explosion ensues and then this policy shall only cover for such ensuing loss or damage occurring during the policy period as set forth in the Declarations page;
- (3) Mechanical breakdown occurring during the policy period as set forth in the Declarations page;
- (4) Explosion, rupture, or bursting of steam boilers, steam pipes, steam turbines, or steam engines owned or operated by the "Named Insured"; unless an insured loss ensues during the policy period as set forth in the Declarations page and then this policy shall only cover for such ensuing loss or damage. The Insurer will also pay for loss or damage during the policy period as set forth in the Declarations page caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass;
- (5) Loss or damage caused by or resulting from vermin, bats, insects (including but not limited to termites and bed bugs), inherent vice, latent defect, contamination, rust, dampness or dryness of the atmosphere, smog, extremes of temperature, wear and tear, cumulative effects of smoke, vapor, liquid, dust or gradual deterioration; unless an insured loss ensues during the policy period as set forth in the Declarations page and then this policy shall only cover for such ensuing loss or damage;
- (6) Settling or shrinkage of walls, floors or ceilings; unless an insured loss ensues during the policy period as set forth in the Declarations page and then this policy shall only cover for such ensuing loss or damage;
- (7) Loss of market; damage or deterioration occurring during the policy period as set forth in the Declarations page arising from any delay;
- (8) Unexplained loss, mysterious disappearance, or loss or shortage disclosed on taking inventory, voluntary parting with title or possession of property; misappropriation; conversion occurring during the policy period as set forth in the Declarations page;
- (9) Rain, snow, ice or sleet occurring during the policy period as set forth in the Declarations page to personal property in the open;
- (10) Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more;
- (11) Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
 - (a) A diligent effort is made to regularly maintain heat in the "building" or structure; or,
 - (b) The equipment is drained and the supply shut off;
- (12) Terrorism, including action taken to prevent, defend against, respond to or retaliate against terrorism or suspected terrorism. Terrorism is defined as any act, involving the use or threat of force, violence, dangerous conduct, interference with the operations of any business, government or other institution, or any similar act, when the effect or apparent purpose is: to influence or instill fear in any government (de jure or de facto) or the public, or any segment of either; or to further or to express support for, or opposition to, any political, religious, social, ideological or similar type of objective or position;

Terrorism also includes the release of any biological, chemical, radiological or nuclear materials where it appears that the purpose of the release of such materials was to inflict harm.

However, this exclusion does not apply to a Certified Act of Terrorism if the insured has elected to purchase coverage for such Certified Act of Terrorism, and subject to the terms and conditions of an endorsement attached to this policy applicable to such "Certified Act of Terrorism".

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

- (a) The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act and;
- (b) The act resulted in damage:
 - i. Within the United States (including its territories and possessions and Puerto Rico); or
 - ii. Outside the United States in the case of:
 - a) An air carrier (as defined in section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which the United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the damage occurs; or
 - b) The premises of any United States mission; and
- (c) 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 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.

As used in this exclusion, "Terrorism" means activities against persons, organizations, or property of any nature:

- (a) That involve the following or preparation for the following:
 - i. Use or threat of force of violence;
 - ii. Commission or threat of a dangerous act; or
 - iii. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system and
- (b) When one or both of the following apply:
 - i. The effect is to intimidate or coerce the government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - ii. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social, or economic objectives or to express (or to express opposition to) a philosophy or ideology.

Multiple incidents of "Terrorism" which occur within a seventy-two (72) hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered one incident.

- (13) Loss or damage caused by or resulting from human and/or animal remains at, in or surrounding the insured location as identified in the Declarations Page by its "Property Identification Number". Any such loss or damage resulting from human and/or animal remains are specifically excluded from any Pollution Cleanup or Debris Removal limits. Such loss or damage is wholly excluded even if the human and/or animal remains are the result of a covered loss.

- (14) Collapse, except for the following:

- (a) We will pay for direct physical loss to Covered Property, caused by collapse of a "building" or any part of a "building" that is insured under this coverage form or that contains Covered Property insured under this coverage form, if the collapse is caused by one or more of the following:
- i. Fire; lightning; explosion; windstorm; or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from a fire extinguishing equipment; falling objects; weight of snow, ice or sleet; water damage.
Falling object does not include loss to:
 - a) Personal property in the open; or
 - b) The interior of a "building" or structure, or property inside a "building" or structure, unless the roof, an outside wall, or outside building glass of the "building" or structure is first damaged by a falling object.
 - c) A "parking structure."
 - ii. Water damage, meaning only abrupt accidental discharge or leakage of water or steam as the direct result of the abrupt rupture of any part of a plumbing system or appliance (other than a sump system including its related equipment and parts) containing water or steam.
 - iii. Weight of people or personal property;
 - iv. Weight of rain that collects on a roof; or
 - v. Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation. However, if the collapse occurs after construction, remodeling or renovation is complete and is caused in part by a cause of loss listed in Paragraphs (1) through (3), we will pay for the loss even if use of defective material or methods in construction, remodeling or renovation, contributes to the collapse.
 - vi. With respect to the following property:
 - a) Awnings;
 - b) Gutters and downspouts;
 - c) Yard fixtures;
 - d) Outdoor swimming pools;
 - e) Piers, wharves and docks;

- f) Beach or diving platforms or appurtenances;
- g) Retaining walls; and
- h) Walks, roadways and other paved surfaces;

if the collapse is caused by a cause of loss listed in Paragraphs (14) (a) (i) we will pay for loss to that property only if such loss is a direct result of the collapse of a building.

(b) Collapse means an abrupt falling down or caving in of a building or any part of a building;

- (1) A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse;
- (2) A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building; and
- (3) A building that is standing or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

(15) Cyber Incident

- (a) Unauthorized access to or use of any computer system (including electronic data)
 - (b) Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system (including electronic data) and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent access to or the use of any part of any computer system (including electronic data) or otherwise disrupt its normal functioning or operation
 - (c) Denial of service attack which disrupts, prevents or restricts access to or use of any computer system or otherwise disrupts its normal functioning or operation
- c. This policy does not cover loss or damage caused by, resulting from, contributed to or made worse by actual, alleged or threatened release, discharge, escape or dispersal, seepage or migration of "contaminants or pollutants" all whether direct or indirect, proximate or remote or in whole or in part caused by, contributed to or aggravated by any physical damage insured by this policy.

Nevertheless, if fire is not excluded by this policy and a fire arises directly or indirectly from seepage or contamination or pollution, any loss or damage insured under this policy arising directly from that fire is insured, subject to the provisions of this policy.

This exclusion will not apply when loss or damage is caused directly by the following specified causes of loss: fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm, hail, vandalism or malicious mischief. This exclusion shall also not apply when loss or damage is caused directly by leakage or accidental discharge from automatic fire protective systems.

- d. This policy does not cover:
- (1) Asbestos, dioxin or polychlorinated biphenyl (hereinafter referred to as "Materials") testing or removal from any good, product or structure;
 - (2) Demolition or increased cost of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating such Materials;
 - (3) Any governmental direction or request declaring that such Materials present in or part of or utilized on any undamaged portion of the "Named Insured's" property can no longer be used for the

purpose for which it was intended or installed and must be removed or modified.

e. The Insurer will not pay the expense to:

- (1) Extract "contaminants or pollutants" from debris; or
- (2) Extract "contaminants or pollutants" from land or water; or
- (3) Remove, restore or replace contaminated or polluted land or water; or
- (4) Remove or transport any property or debris to a site for storage or decontamination required because the property or debris is affected by "contaminants or pollutants", whether or not such removal, transport, or decontamination is required by law or regulation.

It is a condition precedent to recovery under this extension that the Insurer shall have paid or agreed to pay for direct physical loss or damage to the property insured hereunder and that the "Named Insured" shall give written notice to the Insurer of its intent to claim for the cost of removal of debris or cost of clean-up not later than twelve months after the date of such loss or damage.

f. Notwithstanding any of the provisions of this policy, the Insurer shall not be liable for loss, damage, costs, expenses, fines or penalties incurred or sustained by or imposed on the "Named Insured" at the order of any government agency, court or other authority arising from any cause whatsoever.

g. This policy does not cover, unless otherwise provided in Clause 7. I.

- (1) Loss or damage caused directly or indirectly by "mold" or other "fungi", wet or dry rot, or "bacteria";
- (2) The costs associated with the enforcement of any ordinance or law which requires the "Named Insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "mold" or other fungi, wet or dry rot, or "bacteria";
- (3) Any costs, expenses, fines or penalties incurred or sustained by or imposed on the "Named Insured" at the order of any government agency, court or other authority arising from any cause whatsoever. This "mold" or other fungi, wet or dry rot, or bacteria exclusion applies whether or not the loss event results in widespread damage or affects a substantial area.

h. Limitations

This policy does not insure loss or damage to:

- (1) The interior of any "building" or structure caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless the "building" or structure first sustains damage by a peril insured against to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
- (2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the "building" or structure.

i. Communicable Disease Exclusion

Notwithstanding any other provision of this Policy to the contrary, the Company does not insure any loss, cost, damage or expense, arising out of, attributable to, or occurring concurrently or in any sequence with a communicable disease.

As used herein, communicable disease means any infectious or contagious substance:

- (1) Including, not limited to, a virus, bacterium, parasite or other organism or any mutation thereof,

whether deemed living or not, and

- (2) Regardless of the method of transmission, whether direct or indirect, including, but not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between humans, animals, or from any animal to any human or from any human to any animal, that can cause or threaten damage to human health or human welfare or causes or threatens damage, deterioration, loss of value, marketability or loss of use to tangible or intangible property insured hereunder.

For avoidance of doubt, no coverage extension, additional coverage, global extension, exception to any exclusion or other coverage grant shall afford any coverage that would otherwise be excluded through this exclusion. For further avoidance of doubt, loss, cost, damage or expense, includes any cost to clean-up, detoxify, remove, monitor or test: (1) for a communicable disease or (2) any tangible or intangible property insured hereunder that is affected by such communicable disease.

j. Sanction Limitation And Exclusion Clause

No Insurer shall be deemed to provide cover, and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

9. PROPERTY EXCLUDED

This policy does not cover loss or damage to:

a. Money and securities.

The term "securities" shall mean all negotiable and non-negotiable instruments or contracts representing either money or other property, and includes revenue and other stamps in current use, tokens, and tickets but does not include money;

b. Land, land values or water;

However, this exclusion shall not apply to the cost of restoring or repairing landscaping as provided under the applicable sublimit in clause 2. b. of this policy;

c. Growing crops, standing timber, and animals, birds or fish, furs, jewelry, or precious stones or metals; This exclusion does not apply to ornamental trees and shrubs, located on the "Named Insured's" location subject to applicable sublimit in clause 2.b. of this policy;

d. Watercraft, aircraft, railroad rolling stock, spacecraft or motor vehicles licensed for highway use;

e. Underground mines and mining property located below the surface of the ground;

f. Real or Personal Property owned by others unless in the care, custody, or control of the "Named Insured".

g. Bridges or tunnels used for vehicular traffic, reservoirs, dikes, canals and dams;

h. Docks, piers and wharves which are not a structural part of a "building";

i. Oil or gas wells, platforms, rigs, or structures;

j. Public utility lines and their support structures

k. Intangible property, including without limitation, goodwill and intellectual property of any kind;

- I. (1) Fixtures, appliances, cabinets, countertops, floor coverings, ceiling coverings, wall coverings, installations, alterations and additions that comprise part of a "building", when situated within portions of the location used exclusively by individual condominium unit owners. However, if the insured condominium association's Conditions, Covenants and Restrictions require that the insured condominium association insure said property, then said property will be insured under this policy for the interest of the "Named Insured" condominium association, but only for the original value and quality that existed at the formation of the condominium association except as otherwise stated in the PID of the Declaration Page; and
- (2) Personal property owned by individual condominium unit owners.

10. VALUATION

At the time of loss, the basis of adjustment unless otherwise endorsed herein shall be as follows:

- a. Real and personal property not otherwise valued below, shall be valued at the cost of repairing or replacing (whichever is the lesser amount), at the time of loss without deduction for depreciation, with another building or personal property of comparable material and quality for the same use or occupancy.
- b. The following property, unless otherwise endorsed herein shall be valued at the time of loss as follows:
 - (1) Property of others – the amount for which the Insured is legally liable, but not exceeding replacement cost;
 - (2) Unrepairable electrical and mechanical equipment, including "electronic data processing equipment", the cost to replace with equipment that is functionally equivalent to that damaged;
 - (3) With respect to "buildings" which are declared by a local state or federal authority to be of historical significance or of historical value, such rebuilding, repairing or replacement shall be with material, workmanship, processes, technologies and designs publicly available within the current marketplace and shall not include the cost of creating outdated, archaic or antiquated materials, workmanship, processes, technologies or designs;
 - (4) Tenant's Improvements and Betterments:
 - (a) If repaired or replaced at the expense of the "Named Insured" within a reasonable time after loss, the replacement cost of the damaged or destroyed improvements and betterments;
 - (b) If not repaired or replaced at the expense of the "Named Insured" within a reasonable time after loss, the proportion of the original cost at the time of installation of the damaged or destroyed property which the unexpired term of the lease or rental agreement in effect at the time of loss bears to the period from the dates such improvements or betterments were made to the expiration date of the lease; or,
 - (c) If repaired or replaced or to be repaired or replaced at the expense of others for the use of the "Named Insured", there shall be no coverage hereunder.
- c. The "Named Insured" may:
 - (1) Voluntarily elect to rebuild at another site provided that such rebuilding does not increase the amount of loss or damage which would otherwise be payable to rebuild at the present site;
 - (2) Submit a claim based on the "Actual Cash Value" of the property lost or damaged until the actual repair, purchase or replacement has been completed. The "Named Insured" may still claim the additional coverage which replacement cost provides if notification of intention to do so is received by the Insurer within 180 days after the loss or damage.

- d. Replacement cost is subject to all the terms, conditions and limitations of the policy (including any endorsements) and the following additional provisions:

The "Named Insured" must execute repairs or replacement with due diligence and dispatch;

- (1) The Insurer will not pay on a replacement cost basis until the lost or damaged property is actually repaired or replaced.
- (2) The Insurer will not pay more on a replacement cost basis than the least of
 - (a) The cost to replace, on the same site, the loss to damaged property with other property of comparable material and quality which is used for the same purpose; or
 - (b) The amount actually spent by the "Named Insured" that is necessary to repair or replace the lost or damaged property.
- (3) The Insurer will only pay the "Named Insured" based on a "financial interest" or contractual liability in the insured property at the time of loss.
- (4) If the "Named Insured" fails to comply with any of the valuation provisions or does not repair or replace the property within two (2) years from the date of loss, the basis of the valuation will revert to the "Actual Cash Value".

11. OTHER INSURANCE

This policy shall not cover to the extent of any other insurance, whether prior or subsequent hereto in date, and whether directly or indirectly covering the same property against the same perils. The Insurer shall be liable for loss or damage only to extent of that amount in excess of the amount recoverable from such other insurance.

12. SUBROGATION

Any release from liability entered into by the "Named Insured" prior to loss hereunder shall not affect this policy nor the right of the "Named Insured" to recover hereunder. The right of subrogation against the "Named Insured", and/or its affiliated, subsidiary, and associated companies or corporations, or any other corporation or companies associated with the "Named Insured" through ownership or management, is waived.

In the event of any payment under this policy, the Insurer shall be subrogated to the extent of such payment to all the "Named Insured's" rights of recovery therefor. The "Named Insured" shall execute all papers required and shall do anything that may be necessary at the expense of the Insurer to secure such right. The Insurer will act in concert with all other interests concerned, i.e., the "Named Insured" and any other company(ies) participating in the payment of any loss as primary or excess insurers, in the exercise of such rights of recovery. If any amount is recovered as a result of such proceedings, the net amount recovered after deducting the costs of recovery shall be divided between the interests concerned as if the amount of recovery has been known prior to the loss. If there should not be recovery, the expense of proceedings shall be borne proportionately by the interests instituting the proceedings.

13. SALVAGE AND RECOVERIES

When, in connection with any loss hereunder, any salvage or recovery is received subsequent to the payment of such loss, the loss shall be figured on the basis on which it would have been settled had the amount of salvage or recovery been known at the time the loss was originally determined. Any amounts thus found to be due either party from the other shall be paid promptly.

The expense of all proceedings necessary to such recoveries shall be apportioned between the interests concerned in the ratio of their respective recoveries as finally settled. If there should be no

recovery and proceedings are conducted solely by the Insurer, the expense thereof shall be borne by the Insurer.

14. **BRAND OR TRADEMARK**

In case of damage by a peril insured against to covered property bearing a brand or trademark or which in any way carries or implies the guarantee or the responsibility of the manufacturer or "Named Insured", the salvage value of such damaged property shall be determined after removal at the Insurer's expense in the customary manner of all such brands or trademarks or other identifying characteristics.

The "Named Insured" shall have full right to the possession of all goods involved in any loss under this policy and shall retain control of all damaged goods. The Insured, exercising a reasonable discretion, shall be the sole judge as to whether the goods involved in any loss under this policy are fit for consumption. No goods so deemed by the Insured to be unfit for consumption shall be sold or otherwise disposed of except by the "Named Insured" or with the Named Insured's consent, but the "Named Insured" shall allow the Insurer any salvage obtained by the "Named Insured" on any sale or other disposition of such goods.

15. **MACHINERY**

In case of loss or damage by a peril insured against to any part of a machine or unit consisting of two or more parts when complete for use, the liability of the Insurer shall be limited to the value of the part or parts lost or damaged, or at the Insured's option to the cost and expense of replacing or duplicating the lost or damaged part or parts or of repairing the machine or unit.

16. **PARTIAL PAYMENT OF LOSS**

In the event of a loss covered by this policy, it is understood and agreed that the Insurer may allow a partial payment(s) of claim subject to the policy provisions and normal Insurer adjustment process.

17. **APPRAISAL**

If the "Named Insured" and the Insurer fail to agree on the amount of loss, each, upon the written demand either of the "Named Insured" or of the Insurer made within 60 days after receipt of proof of loss by the Insurer, shall select a competent and disinterested appraiser. The appraisers shall then select a competent and disinterested umpire. If they should fail for 15 days to agree upon such umpire, then upon the request of the "Named Insured" or of the Insurer, such umpire shall be selected by a judge of a court of record in the county and state in which such appraisal is pending. Then, at a reasonable time and place, the appraisers shall appraise the loss, stating separately the value at the time of loss and the amount of loss. If the appraisers fail to agree, they shall submit their differences to the umpire. An award in writing by any two shall determine the amount of loss. The "Named Insured" and the Insurer shall each pay his or its chosen appraiser and shall bear equally the other expenses of the appraisal and of the umpire.

If there is an appraisal, the Insurer will still retain its right to deny the claim.

18. **MORTGAGE CLAUSE**

Loss, if any, under this policy, shall be payable to the mortgagee(s) (or Trustee) of a "Named Insured" as may be named in the Declarations Page as interest may appear under all present or future mortgages upon the property herein described in which the aforesaid may have an interest as mortgagee (or trustee), in order of precedence of said mortgages, and this insurance, as to the interest of the mortgagee (or trustee) only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the within described property, nor by any foreclosure or other proceedings or notice of sale relating to the property not by any change in the title or ownership of the property, not by the occupation of the location for purposes more hazardous than are permitted by this policy; provided, that in case the mortgagor or owner shall neglect

to pay any premium due under this policy, the mortgagee (or trustee) shall, on demand, pay the same.

Provided, also, that the mortgagee (or trustee) shall notify the Insurer of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of said mortgagee (or trustee) and, unless permitted by this policy, it shall be noted thereon and the mortgagee (or trustee) shall, on demand, pay the premium for such increased hazard for the term of the use thereof; otherwise this policy shall be null and void.

The Insurer reserves the right to cancel this policy at any time as provided by its terms, but in such case this policy shall continue in force for the benefit only of the mortgagee (or trustee) for thirty days after notice to the mortgagee (or trustee) of such cancellation and shall then cease, and the Insurer shall have the right, on like notice, to cancel this agreement.

Whenever the Insurer shall pay the mortgagee (or trustee) any sum for loss under this policy and shall claim that, as to the mortgagor or owner, no liability therefore existed, the Insurer shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payments shall be made, under all securities held as collateral to the mortgage debt, or may, at its option, pay the mortgagee (or trustee) the whole principal due or to grow due on the mortgage with interest, and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities; but no subrogation shall impair the right of the mortgagee (or trustee) to recover the full amount of said mortgagee's (or trustee's) claim.

19. **PAYMENT OF LOSS**

All adjusted claims shall be due and payable not later than 30 days after presentation and acceptance of proofs of loss by the Insurer or its appointed representative.

20. **EVIDENCES OR CERTIFICATES OF INSURANCE**

Any Evidence of Commercial Property Insurance issued by "CIBA" on behalf of the Insurer in connection with this policy shall be issued solely as a matter of convenience or information for the addressee(s) or holder(s) of said Evidence of Commercial Property Insurance, except where any Additional Insured(s) or Loss Payee(s) are named pursuant to the Special Provisions of said Evidence of Commercial Property Insurance. In the event any Additional Insured(s) or Loss Payee(s) are so named, this policy shall be deemed to have been endorsed accordingly, subject to all other terms, conditions and exclusions stated herein.

21. **CANCELLATION AND NONRENEWAL**

a. **Cancellation**

- (1) The "Named Insured" may cancel this policy by mailing to the Insurer advance written notice of cancellation.
- (2) The Insurer may cancel this policy by mailing or delivering to the "Named Insured" written notice of cancellation to the last mailing address known to the Insurer:
 - (a) 10 days before the effective date of cancellation if the Insurer cancels for nonpayment of premium; or
 - (b) 30 days before the effective date of cancellation if the Insurer cancels for any other reason.
- (3) If the "Named Insured" cancels for any other reason than the insured property being sold, earned premium shall be computed in accordance with the customary short rate table, subject to a minimum earned premium regardless of the timing of the cancellation. Any such minimum earned premium will be considered fully earned as of the inception of the policy. If the Insurer

cancels, earned premium shall be computed pro rata. The cancellation will be effective even if the Insurer has not made or offered a refund.

- (4) The notice of cancellation will state the reason for cancellation and will state the effective date of cancellation. The policy will end on the date shown in the notice of cancellation.

b. Non-renewal

If the Insurer decides not to renew this policy, the Insurer will mail or deliver written notice to the "Named Insured" at the last mailing address known to the Insurer at least thirty (30) days before the effective date of the termination of the policy.

Proof of mailing will be considered to be proof of notice and delivery and will be considered to be equivalent to mailing.

Each location identified by its PID on the Declarations will be treated independently and each "Named Insured" or the Insurer may cancel or nonrenew any individual location, identified by its individual PID, separately and independently of any other locations that are administered under the same Account Name and Account Identification Number as other locations.

22. PREMIUM PAYMENT CLAUSE

The individual or entity identified under Account Name on the "Declarations" page of this policy undertakes that premium will be paid in full to "CIBA" within 30 (thirty) days of inception of this policy (or, in respect of installment premiums, when due).

If the premium due under this policy has not been so paid to "CIBA" by the 30th (thirtieth) day from the inception of this policy (and, in respect of installment premiums, by the date they are due) the Insurer shall have the right to cancel this policy by notifying the "Named Insured" in writing.

In the event of cancellation, not less than 25% of the premium will be retained as a minimum earned premium for the period that the Insurer is on risk. However, the full policy premium shall be payable to the Insurer in the event of a loss or "occurrence" prior to the date of termination if such loss or "occurrence" gives rise to a valid claim under this policy.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

23. BILLING TO AUTHORIZED RECIPIENT

The "Named Insured" agrees that:

- a. All premium billing statements and billing notices will be sent to the last mailing address known to the Insurer of the individual or entity shown as the Account Name shown on the Declarations.
- b. The Insurer is authorized to treat the individual or entity shown as the Account Name as an authorized agent of the "Named Insured(s)" for purposes of giving and receiving such billing statements and notices.
- c. Billing statements and billing notices sent to the Account Name are considered to be billing statements and billing notices sent to the "Named Insured(s)".

24. ASSIGNMENT

Assignment or transfer of this policy shall not be valid except with the written consent of the Insurer.

25. SUIT AGAINST INSURER

No suit, action or proceeding for the recovery of any claim under this policy shall be sustainable in any court of law or equity unless the "Named Insured" shall have fully complied with all the requirements of this policy, nor unless the same be commenced within twelve (12) months next after inception of the loss provided, however, that if under the laws of the jurisdiction in which the property is located such limitation is invalid, then any such claims shall be void unless such action, suit or proceedings be commenced within the shortest limit of time permitted by the laws of such jurisdiction.

26. SERVICE OF SUIT

In the event of the failure of this Insurer to pay any amount claimed to be due hereunder, this Insurer will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon the following person and that in any suit instituted against such person upon this Policy, this Insurer will abide by the final decision of such Court or of any Appellate Court in the event of an appeal:

State	Service of Suit Contact
Arkansas	Quest Research, Inc. 300 S Spring Street, Suite 900 Little Rock AR 72201
Maine	Public Information Resource, Inc., 128 State Street, 3rd Floor Augusta, ME 04330
Montana	Corporate Creations Network Inc., 1925 Grand Avenue #127 Billings, MT 59102
Rhode Island	ParaSearch, Inc. 222 Jefferson Blvd Warwick, RI 02888
Utah	Corporate Creations Network Inc 2825 East Cottonwood Parkway, #500 Salt Lake City, UT 84121
All Other States (including DC)	Vantage Risk Specialty Insurance Company Attn: General Counsel 123 N. Wacker Dr. Suite 1300 Chicago, IL 60606

The above-named is authorized and directed to accept service of process on behalf of this Insurer in any such suit and or upon the request of the Insured to give a written undertaking to the Insured that it or they will enter a general appearance upon this Insurer's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America, which makes provision therefore, this Insurer hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the above named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

27. "VACANT" AND UNOCCUPIED "BUILDINGS"

If the "building" where the loss occurs has been "vacant" for more than 60 consecutive days before the loss or damage occurs, whether intended for occupancy by owner or tenant, the Insurer will not pay for any loss or damage occurring at the "building".

28. CONCEALMENT, MISREPRESENTATION OR FRAUD

This policy is void in any case of fraud by the "Named Insured" as it related to this policy at any time. It is also void if the "Named Insured" or any other insured, at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This policy;
- b. Property insured under this policy;
- c. The "Named Insured" or any other insured's interest in the property insured under this policy; or
- d. A claim made under this policy.

29. DUTIES OF THE "NAMED INSURED" IN THE EVENT OF LOSS OR DAMAGE

It is a condition precedent to any payment of loss that the "Named Insured" must see that the following are done in the event of loss or damage to insured property as soon as possible:

- a. Notify the police if a law may have been broken.
- b. Give the Insurer immediate notice of loss or damage including a description of the property involved.
- c. Give the Insurer a description of how, when and where the loss or damage occurred.
- d. Take all reasonable steps to protect insured property from further damage by a peril insured against. If feasible, set the damaged property aside and in the best possible order for examination. Also, the "Named Insured" shall keep a record of expenses for emergency and temporary repair, for consideration in the settlement of the claim. Any record of expenses will not increase the applicable limit of insurance.
- e. At the Insurer's request, give the Insurer complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
- f. Permit the Insurer to inspect the property and records proving the loss or damage. Also permit the Insurer to take samples of damaged property for inspection, testing and analysis.
- g. Cooperate with the Insurer and its retained adjustors and experts in the investigation of the claim by providing requested documents and information as soon as possible.
- h. If requested, both the "Named Insured" and any of its employees submit under oath, to questioning, at such times as may be reasonably required about any matter relating to this insurance or the "Named Insured's" claim, including the "Named Insured's" books and records. In such event, the "Named Insured's" and employees' answers must be signed.
- i. Send the Insurer a signed, sworn statement of loss containing the information requested by the Insurer to investigate the claim. The "Named Insured" must do this within 60 days of the Insurer's request. The Insurer will supply the "Named Insured" with the necessary forms.

The "Named Insured" shall cooperate with the Insurer and, upon the Insurer's request and expense, shall attend hearings and trials and shall assist in effecting settlement, in securing and giving evidence, in obtaining the attendance of witnesses, and in conducting suits.

30. CONFORMITY TO STATUTE

Terms of this policy in conflict with the written laws of the state in which the policy is issued are changed to conform to such laws.

31. TITLES OF PARAGRAPHS

The titles of the paragraphs of this form and of endorsements, if any, now or hereafter attached hereto are inserted solely for the convenience of reference and shall not be deemed in any way to limit or affect provisions to which they are related.

32. CHOICE OF LAW AND JURISDICTION

In the event of any dispute arising between the "Named Insured" and Insurer concerning this policy, the following Law and Jurisdiction clause shall apply:

Law: This policy shall be subject to the applicable state law for the insured location as identified in the Declarations

Jurisdiction: Jurisdiction over such dispute will be the state for the insured location as identified in the Declarations

33. DEFINITIONS

The following terms, whenever used in this policy, are defined as follows:

- a. "Account Identification Number" (AIN) means the identification number assigned to the account name shown on the Declarations.
- b. "Actual Cash Value" means the cost to repair or replace the damaged property, minus depreciation of materials and applicable labor.
- c. "Bacteria" means any type or form of bacterium; or any by-product that is produced or released by such bacterium.
- d. "Building" or "Buildings" means each insured building at a location identified in the Declarations page.
- e. "Contaminants or Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste, which after its release can cause or threaten damage to human health or human welfare or causes or threatens damage, deterioration, loss of value, marketability or loss of use to property insured hereunder, including but not limited to bacteria, virus, or hazardous substances as listed in the Federal Water, Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, and Toxic Substances Control Act or as designated by the U. S. Environmental Protection Agency. Waste includes materials to be recycled, reconditioned or reclaimed.
- f. "Earth Movement" means movement of the earth, including loss or damage caused by, resulting from, contributed to, or aggravated by any natural or manmade "earth movement", including but not limited to earthquake, landslide, mud flow, volcanic eruption, earth sinking, subsidence, earth rising, or earth shifting.
- g. "Electronic Data Processing Equipment" shall include, but not be limited to, transferring equipment, computer systems, telecommunications systems or electronic control equipment and component parts.
- h. "Electronic Data Processing Media" means all forms of data, converted data, electronically converted data and/or programs and/or applications and/or instructions and/or media vehicles employed.

- i. "Financial Interest" as used herein is intended to include the following:
 - (1) The "Named Insured's" equity in the PID locations identified in the Declarations;
 - (2) The value of the insured's loan up to and including the policy limits; or,
 - (3) Registered legal ownership in the insured location.
- j. "Fine Arts" shall include, but not be limited to, bona fide works of art, works of rarity, historical value or artistic merit, photograph, (positives and negatives) lithographs, illustrations, galley proofs, original records, and similar properties.
- k. "Fire Brigade Charges/Fire Extinguishing Expenses" are firefighting and/or containment charges and/or fire department service charges and other extinguishing expenses for which the Insured is assessed
- l. "Flood" means a general and temporary condition of partial or complete inundation of normally dry land areas from
 - (1) The unusual and rapid accumulation or runoff of surface waters from any source;
 - (2) The overflow of inland or tidal waters; or
 - (3) Waves, tides or tidal waves; or
 - (4) Storm Surge.
- m. "Location" means the "Named Insured's" property locations that are identified in the Declarations.
- n. "Mold" or "fungi" means any type or form of "mold" or mildew; any other type or form of fungus; or any mycotoxin, spore, scent or byproduct that is produced or released by such "mold", mildew, or other fungus.
- o. "Named Insured" means the individuals and entities designated as a Named Insured for the specified location on the applicable Declarations.
- p. "Occurrence" means any one loss, disaster, casualty, or series of losses, disasters, or casualties, arising out of one event. When the term applies to loss or losses from the perils of tornado, cyclone, hurricane, windstorm, hail, freezing, riot, riot attending a strike, civil commotion, and vandalism one event shall be construed to be all losses arising during a continuous period of 72 hours.
- q. "Parking structure" means a structure used for the parking and storage of motor vehicles at the location shown on the Declarations but which is not physically attached to a "building". A "parking structure" is not a structure or an appurtenant structure.
- r. "Property Identification Number" (PID) " or PID shall mean the individual number assigned to the "Named Insured's" property location that is stated in the Declarations.
- s. "Tier 1 and 2 Counties" includes all listed counties, parishes and cities in the states below. Where the words "Entire State" appear under the name of the state, all counties, parishes and cities within that state are Tier 1.

Alabama Tier 1

Counties of Baldwin and Mobile

Connecticut Tier 1

Counties of Fairfield, Middlesex, New Haven and New London

Delaware Tier 1

County of Sussex

Florida Tier 1

Entire State

Georgia

Tier 1

Counties of Bryan, Camden, Chatham, Glynn, Liberty and McIntosh

Tier 2

Counties of Brantley, Charlton, Effingham, Long and Wayne

Hawaii Tier 1

Entire State

Louisiana

Tier 1

Parishes of Assumption, Calcasieu, Cameron, Iberia, Jefferson, Lafourche, Livingston, Orleans, Plaquemines, St. Bernard, St. Charles, St. James, St. John the Baptist, St. Martin (South), St. Mary, St. Tammany, Tangipahoa, Terrebone and Vermilion

Tier 2

Parishes of Acadia, Ascension, East Baton Rouge, Iberville, Jefferson Davis, Lafayette, St. Martin (North), Washington and West Baton Rouge

Maine Tier 1

Counties of Androscoggin, Cumberland, Hancock, Knox, Lincoln, Sagadahoc, Waldo, Washington and York

Maryland Tier 1

Counties of Calvert, Charles, Dorchester, Somerset, St. Mary's, Talbot, Wicomico and Worcester

Massachusetts Tier 1

Counties of Barnstable, Bristol, Dukes, Essex, Nantucket, Norfolk, Plymouth and Suffolk

Mississippi

Tier 1

Counties of Hancock, Harrison and Jackson

Tier 2

Counties of George, Pearl River and Stone

New Hampshire Tier 1

Counties of Rockingham and Strafford

New Jersey Tier 1

Counties of Atlantic, Bergen, Cape May, Cumberland, Essex, Hudson,

Middlesex, Monmouth, Ocean and Union

New York Tier 1

Counties of Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk and Westchester

North Carolina

Tier 1

Counties of Beaufort, Bertie, Brunswick, Camden, Carteret, Chowan, Columbus, Craven, Currituck, Dare, Hyde, Jones, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrrell and Washington

Tier 2

Counties of Bladen, Duplin, Gates, Hertford, Jones, Lenoir, Martin and Pitt

Rhode Island Tier 1

Counties of Bristol, Kent, Newport, Providence and Washington

South Carolina

Tier 1

Counties of Beaufort, Berkeley, Charleston, Colleton, Dorchester, Georgetown, Hampton, Horry and Jasper

Tier2

Counties of Florence, Marion and Williamsburg

Texas

Tier 1

Counties of Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Harris, Jackson, Jefferson, Kennedy, Kleberg, Liberty, Matagorda, Newton, Nueces, Orange, Refugio, San Patricio, Victoria and Willacy

Tier 2

Counties of Bee, Brooks, Fort Bend, Goliad, Hardin, Hildago, Jasper, Jim Wells, and Wharton

Virginia Tier 1

Counties of Accomack, Charles Gray, Chesapeake, Essex, Gloucester, Isle of Wight, James City, King George, Lancaster, Mathews, Middlesex, New Kent, Northampton, Northumberland, Prince George, Southampton, Stafford, Surry, Sussex, York and Westmoreland

Independent Cities of Chesapeake, Hampton, Newport News, Norfolk, Poquoson, Portsmouth, Richmond, Suffolk, Virginia Beach and Williamsburg.

q. "Vacant"

The term "vacant" means that less than 30% of the total rentable square footage of a "building" is rented to a lessee or sub-lessee and used by the lessee or sub-lessee to conduct its customary operations. Customary operations are further defined as the common operations and activities of the lessee or sub-lessee when using the "building" for its intended purpose.