



AIG Environmental®

KARL TOUET
99 HIGH STREET
30TH FLOOR
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February 2, 2007

BRAD NIZIAK
JAMES L MINITER INSURANCE AGENCY INC
80 WASHINGTON ST
BLDG 55/56
NORWELL, MA 02061
Phone: 508-660-1076
Fax: 508-660-1077
Email: brad@miniter.com

RE: TOWN OF WAKEFIELD
RE: RAIL TRAIL
1 LAFAYETTE ST
WAKEFIELD, MA 01880-2327

POLLUTION LEGAL LIABILITY SELECT (PLL Select®)

Dear BRAD:

We are pleased to offer the following **PLL Select** premium indication for the above-captioned account for the location(s) listed below in Section IV. Coverage is offered using the AMERICAN INTERNATIONAL SPECIALTY LINES INS. CO., Form #76391 (08/04). *Coverage will only be offered for those coverage sections listed below in Section II.*

SECTION I - Coverages:

1. The following Coverage Sections can be offered:

- Coverage A- ON-SITE CLEAN-UP OF PRE-EXISTING CONDITIONS
- Coverage B- ON-SITE CLEAN-UP OF NEW CONDITIONS
- Coverage C- THIRD-PARTY CLAIMS FOR ON-SITE BODILY INJURY AND PROPERTY DAMAGE
- Coverage D- THIRD-PARTY CLAIMS FOR OFF-SITE CLEAN-UP RESULTING FROM PRE-EXISTING CONDITIONS
- Coverage E- THIRD-PARTY CLAIMS FOR OFF-SITE CLEAN-UP RESULTING FROM NEW CONDITIONS
- Coverage F- THIRD-PARTY CLAIMS FOR OFF-SITE BODILY INJURY AND PROPERTY DAMAGE
- Coverage G- THIRD-PARTY CLAIMS FOR ON-SITE BODILY INJURY, PROPERTY DAMAGE OR CLEAN-UP COSTS - NON-OWNED LOCATIONS
- Coverage H- THIRD-PARTY CLAIMS FOR OFF-SITE BODILY INJURY, PROPERTY DAMAGE OR CLEAN-UP COSTS - NON-OWNED LOCATIONS
- Coverage I- POLLUTION CONDITIONS RESULTING FROM TRANSPORTED CARGO
- Coverage J- BUSINESS INTERRUPTION COVERAGE - ACTUAL LOSS OR RENTAL VALUE



TOWN OF WAKEFIELD

A Division of New England Risk Specialists, Inc.
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CIQ003
Page 1 of 5
Issue Date: February 2, 2007
Submission Number: 00912454480
Premium Indication: 000204917-001

SECTION II - Premium Options for Coverages, Limits, Deductibles and Terms:

Commission %: 10.00%

Option	Coverages	Each Incident Limit	Coverage Section Aggregate Limit	Deductible/SIR Amount	Term (Yrs)	Premium
1	A C D F	\$3,000,000	\$3,000,000	\$50,000	5	\$46,053
	* Coverage J # Days / \$ Limit	NA / NA		NA	Policy Aggregate	\$3,000,000

The Premium amount(s) stated above does not include the premium for Terrorism Risk Insurance Act Coverage. Please see the attached Disclosure Statement regarding Terrorism Risk Insurance Act Coverage and the premium for such coverage. In the event that you choose to purchase Terrorism Risk Insurance Act Coverage along with one of the options above, the total premium shall be the premium shown above for the option chosen plus the Terrorism Risk Insurance Act Coverage premium shown on the attached Disclosure Statement for that option.

* As per Section **V. LIMITS OF COVERAGE; DEDUCTIBLE**, Paragraph **D. Maximum for all Business Interruption**.

** The Premium amount(s) stated above does not include surplus lines tax, or surplus lines fees.

For multi-year policies, the limit of liability stated in the chart above is shared over the policy term indicated. The limit of liability is not an annual limit of liability and is therefore not reinstated each year within the policy term.

SECTION III - Additional Policy Information:

Policy Period: From: TBD To: TBD
Retroactive Date: None
Continuity Date: Policy Inception Date

Additional Information:**SECTION IV - Insured Property(s):**

SEE SCHEDULE OF INSURED
PROPERTY(S) ENDORSEMENT

SECTION V - Policy Form Modifications:

The AMERICAN INTERNATIONAL SPECIALTY LINES INS. CO., Form #76391 (08/04) Form will be modified as follows:

- AISLIC PLS Dec, Form#75321 (08/04)
- War Exclusion Endorsement, Form#79098 (12/01)
- Terrorism Excl W/Cert Acts Exception Purchased End, Form#81270 (12/02)
- Multiple Coverages Aggregate Limit Endorsement, Form#83260 (11/03)
- Condition Of Payment Endorsement, Form#90365 (01/06)



TOWN OF WAKEFIELD

A Division of New England Risk Specialists, Inc.
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Page 2 of 5
Issue Date: February 2, 2007
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Premium Indication: 000204917-001

- Notice of Loss/Notice of Claim, Form#91968 (12/06)
- Schedule Of Insured Properties, Form#89557 (07/05)
- Microbial Matter Exclusion Endorsement, Form#86293 (07/04)
- Material Change In Use Of Insd Property(s) Excl, Form#81422 (01/03)
- Disclosed Documents Endorsement, Form#76836 (05/06)
- Deed Restriction Amendatory Endorsement, Form#90815 (05/06)
- Cov C&F-Pre-Existing Conditions Only, Form#76459 (07/00)
- Additional Insured(s) Endorse, Form#69559 (07/00)
MBTA
- 100% Minimum Earned Premium Endt, Form#78795 (09/01)
- Coverages A & D Government Mandate Endt., Form#MNSCPT (02/07)
- Contaminant Exclusion Endt., Form#MNSCPT (02/07)
- Known Conditions Endt., Form#MNSCPT (02/07)
- MA BRAC Endt., Form#MNSCPT (02/07)

SECTION VI - Services:

AIG is the largest U.S.-based international insurance organization and has successfully serviced clients in the pollution legal liability marketplace for a longer, continuous period than any other insurance company.

Member companies of American International Group, Inc. earn consistently high marks from the major insurance company rating agencies, including A.M. Best Company, Standard & Poor's, and Moody's.

As an integral part of this insurance program, we offer engineering, claims, and emergency response services:

- **Value Added Engineering:** Our underwriting teams include dedicated engineers in each local AIG office. Through this group of professionals, which has experience in both the public and private sectors, AIG Environmental is able to offer loss control services that complement and enhance the policyholders environmental insurance program. Such services may include prospective risk surveys, application assistance, loss control information, regulatory insight, and value-added risk improvement services.
- **Claim Services:** All environmental claims are handled centrally by a dedicated environmental unit due to the often complex nature of environmental incidents. The unit is staffed by trained professionals with specialized experience in environmental claims and includes individuals with backgrounds in insurance, law, finance, and environmental engineering. Claims are handled from initial investigation of liability to negotiation and settlement with government agencies and third parties.
- **Emergency Response Service:** To assist our policy holders in the event of an environmental incident, we have established a 24 hour hotline supported by a nationwide network of emergency response contractors and environmental consulting firms. The program, Pollution Incident and Environmental Response (PIER II), also offers investigative and crisis management services, engineering support teams, and post-incident oversight and management. At policy issuance, we will provide a PIER II welcome package that includes rolodex cards and brightly colored stickers to be posted in prominent locations at the insured properties.



SECTION VII - Subject To Information:

If the terms and conditions of this indication are acceptable, please provide us with a completed copy of the "Broker Responsible for Surplus Lines Filings Agreement". If coverage is bound, the premium must be remitted to AMERICAN INTERNATIONAL SPECIALTY LINES INS. CO. within thirty (30) days of effective date or fifteen (15) days from billing, whichever is later. It is your responsibility to follow applicable state surplus lines laws and, in particular, to see that the appropriate surplus lines tax (and stamping fee, if applicable) is collected and paid.

We are not required to bind coverage prior to our receipt, review and underwriting approval of such information. However, if we do bind coverage prior to such approval, it shall be for a period of not more than ten (10) days. Such binding of coverage shall be void *ab initio* ("from the beginning") if we have not received, reviewed and approved in writing such materials within ten (10) days from the effective date of the binder. This ten (10) day conditional binder may be extended only in writing signed by the Company. Payment of premium shall not operate to extend the binding period or nullify the automatic voiding as described above.

In addition to the above-mentioned documentation, this indication is subject to the receipt and satisfactory review and acceptance of the following items prior to binding, unless otherwise specified:

- Upon availability, Final P&S or Lease Agreement and/or Deed
- Upon availability, final contract and design plans for construction of rail trail.
- Signed TRIA Disclosure Statement, if coverage is rejected.

NOTICE: PLEASE READ CAREFULLY THE ATTACHED POLICYHOLDER DISCLOSURE STATEMENT UNDER TERRORISM RISK ACT OF 2002. AN OFFICER OF THE INSURED MUST COMPLETE, SIGN AND RETURN SUCH DISCLOSURE STATEMENT TO THE UNDERWRITER PRIOR TO BINDING, IF CERTIFIED ACTS OF TERRORISM COVERAGE UNDER TERRORISM RISK INSURANCE ACT OF 2002 IS REJECTED BY THE INSURED. IF SUCH COVERAGE IS ACCEPTED BY THE INSURED, THE BROKER MUST ADVISE THE COMPANY IN WRITING PRIOR TO BINDING.

If this indication is accepted and bound, the policy will be issued by AMERICAN INTERNATIONAL SPECIALTY LINES INS. CO., 70 Pine Street, New York, N.Y. 10270, which is a member company of American International Group, Inc.

NOTICE: THIS INSURER IS NOT LICENSED IN THE STATE OF NEW YORK AND IS NOT SUBJECT TO ITS SUPERVISION.

This premium indication is valid for 30 days from the date of this proposal, or by the Expiration Date of the current policy, whichever is sooner.

Please notice that these conditions are not necessarily in compliance with conditions requested in your submission. We will not be obligated to provide coverage not addressed in this indication even though they may have been requested in your submission.

We appreciate the opportunity to present the above proposal to you for your client. Should you have any comments, questions, or specific items to be clarified, please feel free to contact me. AIG Environmental strives to offer you the most innovative and responsive solutions to your clients' environmental liability concerns.



Sincerely,

KARL TOUET
RISK ANALYST

This indication and all the terms, conditions and provisions contained within this letter are work product that was developed by or on behalf of, and is owned by the issuing company identified above. The Broker and the entity(s) to whom this letter is provided by the Company agree that they will hold this indication and the terms, conditions and provisions contained within this letter confidential and that they will not share this indication or the terms, conditions and provisions contained within this letter with any person or entity which (1) sells insurance, or (2) is not sent this letter directly by the Company, unless such person or entity agrees that it will not provide this indication or any of the terms, conditions and provisions contained within this letter to any person or entity which sells insurance. In the event that the Broker or any of the entity(s) to whom this letter is provided by the Company do not agree with this provision, please return all originals and copies of this indication to the Company.



TOWN OF WAKEFIELD

A Division of New England Risk Specialists, Inc.
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CIQ003
Page 5 of 5
Issue Date: February 2, 2007
Submission Number: 00912454480
Premium Indication: 000204917-001

**IMPORTANT THIS AGREEMENT MUST BE COMPLETED BY THE
BROKER RESPONSIBLE FOR SURPLUS LINES FILINGS**

DATE: February 2, 2007

TO: BRAD NIZIAK
JAMES L MINITER INSURANCE AGENCY INC
80 WASHINGTON ST
BLDG 55/56
NORWELL, MA 02061

RETURN TO: KARL TOUET
AIG ENVIRONMENTAL
99 HIGH STREET
30TH FLOOR
BOSTON, MA 02110

RE: Insured: TOWN OF WAKEFIELD
RE: RAIL TRAIL

Policy #:

Effective Dates: From:

To:

This policy is written on a surplus lines basis by:
American International Specialty Lines Insurance Company

in the **state** of Massachusetts.

As the producing broker, it is **your** responsibility WHETHER YOU ARE THE LICENSED SURPLUS LINES BROKER OF RECORD OR NOT to arrange for the payment of the state tax and/or stamping fee on **100%** of the premium for this policy.

Please return a copy of this letter within **10 days** of receipt with your acknowledgment that you have arranged for the filing and payment of the surplus lines tax and/or stamping fee in accordance with the state regulation.

Please list licensed resident surplus lines broker:

Individuals name: _____

Firm Name: _____

Firm address: _____

Surplus lines license No.: _____

Tax and/or fee paid:

STATE: _____

AMOUNT OF PREMIUM ALLOCATED TO THIS STATE: \$ _____

FEE: _____

TAX: _____

By: _____

Producing Broker signature

Producing broker (Print Name)

Date: _____

The producing broker agrees that, upon request by the company or any insurance regulator, the broker will provide a copy of all surplus lines licenses referenced above as well as any documentation supporting the payment of surplus lines taxes hereunder.

POLICYHOLDER DISCLOSURE STATEMENT
UNDER
TERRORISM RISK INSURANCE ACT OF 2002

You are hereby notified that under the federal Terrorism Risk Insurance Act of 2002 (the "Act") effective November 26, 2002, you now have a right to purchase insurance coverage for losses arising out of an Act of Terrorism, which is defined in the Act as an act certified by the Secretary of the Treasury (i) to be an act of terrorism, (ii) to be a violent act or an act that is dangerous to (A) human life; (B) property or (C) infrastructure, (iii) to have resulted in damage within the United States, or outside of the United States in case of an air carrier or vessel or the premises of a U.S. mission and (iv) to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. You should read the Act for a complete description of its coverage. The Secretary's decision to certify or not to certify an event as an Act of Terrorism and thus covered by this law is final and not subject to review. There is a \$100 billion dollar annual cap on all losses resulting from Acts of Terrorism above which no coverage will be provided under this policy and under the Act unless Congress makes some other determination.

For your information, coverage provided by this policy for losses caused by an Act of Terrorism may be partially reimbursed by the United States under a formula established by the Act. Under this formula the United States pays 90% of terrorism losses covered by this law exceeding a statutorily established deductible that must be met by the insurer, and which deductible is based on a percentage of the insurer's direct earned premiums for the year preceeding the Act of Terrorism.

Unless you sign this form and return it to us rejecting Terrorism Coverage under the Federal Act, you will be covered for Terrorism as defined in the Act and your premium for that coverage is:

Terrorism Act Premium: \$7,375.00

The premium stated herein does not include any surplus lines taxes or fees that may be applicable, which are the responsibility of the insured. It is the broker's responsibility to follow applicable state surplus lines laws and, in particular, to see that the appropriate premium tax (and stamping office fee, if applicable) is collected from you and paid.

By signing below, I hereby acknowledge that TRIA coverage is rejected.

AMERICAN INTERNATIONAL SPECIALTY LINES INS. CO.
NAMED INSURED: TOWN OF WAKEFIELD
POLICY#/SUBMISSION #: 0000000 / 00912454480

Return to: KARL TOUET
99 HIGH STREET
30TH FLOOR
BOSTON, MA 02110

Signature of Insured

Print Name/Title

Date

QUOTE - ONE OPTION - SURPLUS LINES
81307 (6/06)
CI2822

ENDORSEMENT NO.

This endorsement, effective 12:01 AM:

Forms a part of policy no.:

SPECIMEN

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MASSACHUSETTS BROWNFIELD REDEVELOPMENT ACCESS TO CAPITAL ENDORSEMENT
(SELECT)

It is hereby agreed that in consideration of the premium shown on the Declarations Page, the following amendments are made to the Policy:

1. Section II. **EXCLUSIONS, 1. COMMON EXCLUSIONS - APPLICABLE TO ALL COVERAGES, B. CONTRACTUAL LIABILITY** is deleted in its entirety and replaced with the following:

B. CONTRACTUAL LIABILITY

Arising from liability of others assumed by the **Insured** under any contract or agreement, unless the liability of the **Insured** would have attached in the absence of such contract or agreement or the contract or agreement in an **Insured Contract**. This exclusion shall not apply to **Claims** by the Massachusetts Business Development Corporation against the **Named Insured** under the loan agreement between the Massachusetts Business Development Corporation and the **Named Insured**.

2. Section IV. **RIGHTS OF THE COMPANY AND DUTIES OF THE INSURED IN THE EVENT OF POLLUTION CONDITIONS, B. Duties of the Insured** is deleted in its entirety and replaced with the following:

B. Duties of the Insured

The **Named Insured** shall have the duty to clean up **Pollution Conditions** to the extent required by **Environmental Laws**, by retaining competent professional(s) or contractor(s) mutually acceptable to the Company and the **Named Insured**. The **Named Insured** shall have the right, subject to the Company's approval, which will not be unreasonably withheld or delayed, to select the clean-up strategy and the Licensed Site Professional or other contractor(s) in connection with the clean-up of **Pollution Conditions**. The Company shall have the right but not the duty to review and approve all aspects of any such clean-ups. The **Insured** shall take all reasonable and prudent steps to minimize **Clean-Up Costs**, limit access to the **Insured Property** and prevent the spread of further contamination. The **Named Insured** shall provide the Company with prior written notification of actions and measures taken pursuant to this paragraph; provided, however, that prior written notification is not required in connection with the selection of a Licensed Site Professional (i) in an emergency situation, or (ii) in the event that such Licensed Site Professional has been retained with regard to such **Pollution Conditions** prior to the **Inception Date** of the Policy. Neither the

ENDORSEMENT NO. (Continued)

Company's rights nor its exercise of the rights under this paragraph shall constitute an undertaking to determine or warrant that the **Clean-Up** is safe, healthful, or in conformity with applicable law.

3. Section **VI. CONDITIONS** is amended by the addition of the following condition:

Governing Law - All questions regarding the interpretation of the terms of this Policy and all questions, claims, defenses, or disputes relating to the performance hereunder, including but not limited to a failure by the Company to pay any amount claimed to be due hereunder, shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule that would cause the application of the domestic laws of any other jurisdiction.

4. Section **VI. CONDITIONS** is amended by the addition of the following condition:

Sale or Transfer of Insured Property - In the event that control of the Remedial Plan, if any, is relinquished by the **Named Insured**, with the prior written consent of the Company, which consent shall not be unreasonably withheld or delayed, or the **Insured Property** is sold or ownership or operational control is transferred by the **Named Insured** prior to the completion of clean-up, this Policy shall remain in full force and effect for the **Named Insured**, subject to its terms and conditions, provided that:

1. The Company receives written notification at least thirty (30) days prior to the effective date of such sale or transfer and consents to the sale or transfer, which consent shall not be unreasonably withheld; and
2. The new owner or operator of the **Insured Property** fully complies with all applicable conditions, duties and obligations set forth in this Policy with regard to the **Insured Property**.

5. Section **VI. CONDITIONS**, Paragraph **M. Arbitration** is deleted in its entirety and replaced by the following:

Arbitration - All disputes or differences between the Company and the **Named Insured** which may arise under or in connection with this Policy, whether arising before or after termination of this Policy, shall be submitted to the American Arbitration Association in accordance with its then prevailing commercial arbitration rules. By written agreement between the Company and the **Insureds**, the Massachusetts Office of Dispute Resolution instead may be designated and used in accordance with its then prevailing arbitration rules. The arbitrators shall be chosen in the manner and within the time frames provided by such applicable rules. Any party may commence such arbitration proceeding in Boston, Massachusetts. The arbitrators shall give due consideration to the general principles of the laws of the Commonwealth of Massachusetts in effect for the construction and interpretation of the provisions of this Policy. The written decision of the arbitrators shall be provided to all parties simultaneously and shall be binding on them. Each party shall bear equally the costs and expenses of the arbitration.

6. Section **VIII. DEFINITIONS, D. Clean-Up Costs** is deleted in its entirety and replaced with the following:

ENDORSEMENT NO. (Continued)

D. Clean-Up Costs means reasonable and necessary expenses, including legal expenses incurred with the Company's written consent which consent shall not be unreasonably withheld or delayed, for the investigation, removal, remediation including associated monitoring, in-situ treatment including associated monitoring, or disposal of soil, surfacewater, groundwater or other contamination:

1. To the extent required by **Environmental Laws**; or
2. That have been actually incurred by the government or any political subdivision of the United States of America or the Commonwealth of Massachusetts, or by third parties.

Clean-Up Costs also include **Restoration Costs**.

7. Section **VIII. DEFINITIONS, F. Environmental Laws** is deleted in its entirety and replaced with the following:

F. Environmental Laws means any federal, state, provincial or local laws (including, but not limited to, statutes, rules, regulation, ordinances, guidance documents, and governmental, judicial or

administrative orders and directives, Massachusetts General Law Chapter 21 E and the Licensed Site Professional program set forth in the Massachusetts Contingency Plan 310 CMR 40.0000.) that are applicable to **Pollution Conditions**.

8. It is hereby agreed that Section **VIII. DEFINITIONS, C. Claim** is deleted in its entirety and replaced with the following:

Claim means a written demand received by the Insured from a governmental authority seeking a remedy, including without limitation a Clean-Up or Remediation [or comparable definitions], or alleging liability or responsibility on the part of the Insured for Loss; provided, however, that for purposes of this definition, a governmental authority shall not include a Licensed Site Professional operating in accordance with the Massachusetts Contingency Plan, as embodied in 310 CMR 40.0000.

SUBJECT TO AIG LEGAL APPROVAL

All other terms, conditions and exclusions remain the same.



Authorized Representative

or countersignature (where required by law)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM:

Forms a part of policy no.:

SPECIMEN

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KNOWN CONDITIONS EXCLUSION ENDORSEMENT

It is hereby agreed that:

1. The following is added to Section II. EXCLUSIONS, 1. COMMON EXCLUSIONS APPLICABLE TO ALL COVERAGES:

KNOWN CONDITIONS:

arising from **Pollution Conditions** or disposal costs due to or associated with railroad ties, rail tracks or **Excavated Soil** on, under or migrating from the **Insured Property(ies)**.

However, this exclusion does not apply to **Claims for Bodily Injury or Property Damage**.

2. The following is added to Section VIII. DEFINITIONS:

Excavated Soil means soil at the **Insured Property(ies)** that is excavated, moved, relocated or disposed of in the course of Rail Trail construction at the **Insured Property(ies)**.

All other terms, conditions and exclusions remain the same.



Authorized Representative

or countersignature (where required by law)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM:

Forms a part of policy no.:

SPECIMEN

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTAMINANT EXCLUSION WITH NFA CLAUSE ENDORSEMENT

Solely with respect to **COVERAGE A - ON-SITE CLEAN-UP OF PRE-EXISTING CONDITIONS** and **COVERAGE D - THIRD PARTY CLAIMS - OFF-SITE CLEAN-UP OF PRE-EXISTING CONDITIONS**, it is hereby agreed that the following is added to Section II. **EXCLUSIONS**:

CONTAMINANTS:

arising from **Pollution Conditions** in soil due to or associated with petroleum hydrocarbons or their additives or degradation by-products, polycyclic aromatic hydrocarbons (PAHs), polychlorinated biphenyls (PCBs), asbestos, or RCRA 8 metals (arsenic, barium, cadmium, chromium, lead, mercury, selenium, or silver) on, under or migrating from the **Insured Property(ies)**.

This Exclusion may be amended upon the receipt, satisfactory review and approval by the Company, in its sole discretion, of a Certificate of Closure, No Further Action Letter, a Class A Permanent Solution Response Action Outcome (RAO) submittal to the Massachusetts Department of Environmental Protection (MADEP) or equivalent documentation issued by the MADEP for the **Insured Property(ies)**. In the event that this Exclusion is amended, the amended Exclusion shall in any event exclude **Clean-Up Costs** or **Loss** incurred or **Claims** first made prior to the effective date of such amended Exclusion. The amendment of this Exclusion shall not be effective until endorsed onto the Policy.

All other terms, conditions and exclusions remain the same.



Authorized Representative

or countersignature (where required by law)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM:

Forms a part of policy no.:

SPECIMEN

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGES A AND D GOVERNMENTAL CLAIMS ONLY ENDORSEMENT

1. It is hereby agreed that Section I. **INSURING AGREEMENTS, COVERAGE A - ON-SITE CLEAN-UP OF PRE-EXISTING CONDITIONS** and **COVERAGE D - THIRD PARTY CLAIMS FOR OFF-SITE CLEAN-UP RESULTING FROM PRE-EXISTING CONDITIONS** are deleted in its entirety and replaced with the following:

COVERAGE A - ON-SITE CLEAN-UP OF PRE-EXISTING CONDITIONS

To pay on behalf of the **Insured, Loss** that the **Insured** is legally obligated to pay as a result of **Claims** initiated by a governmental entity for **Clean-Up Costs** resulting from **Pollution Conditions** on or under the **Insured Property** that commenced prior to the **Continuity Date**, provided such **Claims** are first made against the **Insured** and reported to the Company in writing during the **Policy Period**, or during the **Extended Reporting Period** if applicable.

COVERAGE D - THIRD PARTY CLAIMS FOR OFF-SITE CLEAN-UP RESULTING FROM PRE-EXISTING CONDITIONS

To pay on behalf of the **Insured, Loss** that the **Insured** becomes legally obligated to pay as a result of **Claims** initiated by a governmental entity for **Clean-Up Costs** resulting from **Pollution Conditions**, beyond the boundaries of the **Insured Property**, that commenced prior to the **Continuity Date**, and migrated from the **Insured Property**, provided such **Claims** are first made against the **Insured** and reported to the Company in writing during the **Policy Period**, or during the **Extended Reporting Period** if applicable.

2. Solely with respect to **Clean-Up Costs** covered under Coverages A and D as amended by this Endorsement, it is further agreed that Section VIII. **DEFINITIONS**, Paragraph **D**. is deleted in its entirety and replaced with the following:

D. Clean-Up Costs means reasonable and necessary expenses, including legal expenses incurred with the Company's written consent which consent shall not be unreasonably withheld or delayed, for the investigation, removal, remediation including associated monitoring, or disposal of soil, surfacewater, groundwater or other contamination:

1. To the extent required by **Environmental Laws**; or
2. That have been actually incurred by the government or any political subdivision of the United States of America or any state thereof or Canada or any province thereof.

ENDORSEMENT NO. (Continued)

3. For purposes of this endorsement, a Licensed Site Professional or the City of Waltham are not considered governmental entities.

Clean-Up Costs also include **Restoration Costs**.

All other terms, conditions and exclusions remain the same.



Authorized Representative
or countersignature (where required by law)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED(S) ENDORSEMENT

It is hereby agreed that the following entity(s) is (are) included as an additional insured(s). Coverage for such additional insured(s) applies under this Endorsement:

1. Solely to the additional insured's liability arising out of the **Named Insured's** ownership, operation, maintenance or use of the **Insured Property(s)** and
2. Only if the additional insured is named in a suit as a co-defendant with the **Named Insured**, alleging the additional insured is liable on the basis described in paragraph 1 above.

ADDITIONAL INSURED(S)

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGES C AND F - PRE-EXISTING CONDITIONS ONLY ENDORSEMENT

It is hereby agreed that Section I., **INSURING AGREEMENTS, 1. COVERAGES C and F** are deleted in their entirety and replaced with the following:

COVERAGE C - THIRD-PARTY CLAIMS FOR ON-SITE BODILY INJURY AND PROPERTY DAMAGE RESULTING FROM PRE-EXISTING CONDITIONS

To pay on behalf of the **Insured, Loss** that the **Insured** becomes legally obligated to pay as a result of **Claims** for **Bodily Injury** or **Property Damage** resulting from **Pollution Conditions** on or under the **Insured Property** that commenced prior to the **Continuity Date** shown below, if such **Bodily Injury** or **Property Damage** takes place while the person injured or property damaged is on the **Insured Property**, provided such **Claims** are first made against the **Insured** and reported to the Company in writing during the **Policy Period**, or during the **Extended Reporting Period** if applicable.

For purposes of coverage provided by this Endorsement, the following **Continuity Date** applies to Coverage C:

Continuity Date:

COVERAGE F - THIRD-PARTY CLAIMS FOR OFF-SITE BODILY INJURY AND PROPERTY DAMAGE RESULTING FROM PRE-EXISTING CONDITIONS

To pay on behalf of the **Insured, Loss** that the **Insured** becomes legally obligated to pay as a result of **Claims** for **Bodily Injury** or **Property Damage** resulting from **Pollution Conditions**, beyond the boundaries of the **Insured Property**, that commenced prior to the **Continuity Date** shown below, and migrated from the **Insured Property**, provided such **Claims** are first made against the **Insured** and reported to the Company in writing during the **Policy Period**, or during the **Extended Reporting Period** if applicable.

For purposes of coverage provided by this Endorsement, the following **Continuity Date** applies to Coverage F:

Continuity Date:

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

100% MINIMUM EARNED PREMIUM ENDORSEMENT

1. It is hereby agreed that the following minimum earned premium applies:

Inception Date	Minimum Premium Earned	100 %
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2. It is hereby agreed that Section VI. **CONDITIONS**, Paragraph G., **Cancellation** is deleted in its entirety and replaced with the following:

G. Cancellation - This Policy may be cancelled by the **Named Insured** by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Policy may be cancelled by the Company only for the reasons stated below by mailing to the **Named Insured** at the address shown in the Policy, written notice stating when not less than 60 days (10 days for nonpayment of premium) thereafter such cancellation shall be effective. Proof of mailing of such notice shall be sufficient proof of notice.

1. Material misrepresentation by the **Insured**;
2. The **Insured's** failure to comply with the material terms, conditions or contractual obligations under this Policy, including failure to pay any premium or Deductible when due;
3. A change in operations at an **Insured Property** during the **Policy Period** that materially increases a risk covered under this Policy.

The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice either by the **Named Insured** or by the Company shall be equivalent to mailing. If the **Named Insured** cancels, no return premium will be calculated and the premium shall be 100% earned at the **Inception Date**. If the Company cancels, earned premium shall be computed on a pro rata basis. Premium adjustment may be either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

All other terms, conditions and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR EXCLUSION ENDORSEMENT

It is hereby agreed that the following exclusion is added to Section II. **EXCLUSIONS**, Subsection 1. **COMMON EXCLUSIONS - APPLICABLE TO ALL COVERAGES**:

WAR

Arising directly or indirectly as a result of or in connection with war, whether declared or not, or any act or condition incident to war. War includes civil war, insurrection, act of foreign enemy, civil commotion, factional civil commotion, military or usurped power, rebellion or revolution.

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
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ENDORSEMENT NO.

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TERRORISM EXCLUSION WITH CERTIFIED ACTS OF TERRORISM EXCEPTION PURCHASED
ENDORSEMENT

Pursuant to the requirements of the Terrorism Risk Insurance Act of 2002, the "Act," the **Insured** has been provided notice that the **Insured** may elect to purchase coverage for loss covered under this Policy arising directly or indirectly as a result of a certified "act of terrorism" as defined by Section 102., Definitions, of the Act and any revisions or amendments thereto and the premium charge for such coverage.

After receiving such notice, the **Insured** has elected to purchase the exception for such certified "Acts of Terrorism" to the Terrorism Exclusion. Therefore, any Terrorism Exclusion included in this Policy is deleted and replaced with the following:

The Company has no obligation to make any payment or to provide or to pay for a defense under this Policy due to or arising directly or indirectly as a result of or in connection with **Terrorism** including but not limited to, any contemporaneous or ensuing loss caused by fire, looting, or theft.

Terrorism means the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm a government, the civilian population or any segment thereof, or to disrupt any segment of the economy.

This exclusion does not apply to a certified "Act of Terrorism" defined by Section 102. Definitions, of the Terrorism Risk Insurance Act of 2002 and any revisions or amendments. The following Section 102 definition of "Act of Terrorism" from the Terrorism Risk Insurance Act of 2002 applies to this exception:

- (1) Act of Terrorism -
 - (A) Certification. - The term "act of terrorism" means any act that is certified by the Secretary of the Treasury of the United States, in concurrence with the Secretary of State, and the Attorney General of the United States -
 - (i) to be an act of terrorism;
 - (ii) to be a violent act or an act that is dangerous to -
 - (I) human life;
 - (II) property; or
 - (III) infrastructure;
 - (iii) to have resulted in damage within the United States, or outside of the United States in the case of -
 - (I) an air carrier or vessel described in paragraph (5)(B); [for the convenience of this endorsement, paragraph (5)(B) reads: occurs to an air carrier (as defined in Section 40102 of title 49, United States Code) to a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs, or at the premises of any United States mission];
 - (II) the premises of a United States mission; and

ENDORSEMENT NO. (Continued)

- (iv) to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- (B) Limitation. - No act shall be certified by the Secretary as an act of terrorism if -
 - (i) the act is committed as part of the course of a war declared by the Congress, except that this clause shall not apply with respect to any coverage for workers' compensation; or
 - (ii) property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000.
- (C) Determinations Final. - Any certification of, or determination not to certify, an act as an act of terrorism under this paragraph shall be final, and shall not be subject to judicial review.
- (D) Nondelegation. - The Secretary may not delegate or designate to any other officer, employee, or person, any determination under this paragraph of whether, during the effective period of the Program, an act of terrorism has occurred.

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MATERIAL CHANGE IN USE OF INSURED PROPERTY(S) EXCLUSION

It is hereby agreed that the following exclusion is added to Section II. **EXCLUSIONS, 1., COMMON EXCLUSIONS - APPLICABLE TO ALL COVERAGES:**

MATERIAL CHANGE IN USE:

arising from a material change in use of the **Insured Property(s)** which results in a use which is different from the Intended Use disclosed in the application process and listed below:

Intended Use:

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

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MULTIPLE COVERAGES AGGREGATE LIMIT ENDORSEMENT

It is hereby agreed that Section **V. LIMITS OF COVERAGE; DEDUCTIBLE**, Paragraph **E. Multiple Coverages** is deleted in its entirety and replaced with the following:

E. Multiple Coverages - Each Incident Aggregate Limit

Subject to Paragraphs V.A. through V.D. above, if the same, related or continuous **Pollution Conditions** result in coverage under more than one Coverage under Coverages A through J, every applicable "Each Incident" limit of coverage among such coverage sections shall apply to the **Loss, Actual Loss, Extra Expense** and loss of **Rental Value**; however, the most the Company will pay for all **Loss, Actual Loss, Extra Expense** and loss of **Rental Value** arising from such **Pollution Conditions** shall not exceed the highest "Each Incident" limit of Coverage stated in Item 3 of the Declarations among all the coverage sections applicable to the **Loss, Actual Loss, Extra Expense** and loss of **Rental Value**.

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

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MICROBIAL MATTER EXCLUSION ENDORSEMENT

It is hereby agreed that the Policy is amended as follows:

1. Section **VIII. DEFINITIONS**, Paragraph **U. Pollution Conditions**, is deleted in its entirety and replaced with the following:

U. Pollution Conditions means the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste and waste materials into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including groundwater, provided such conditions are not naturally present in the environment in the amounts or concentrations discovered. **Pollution Conditions** shall not include **Microbial Matter**.

2. Section **VIII. DEFINITIONS**, is amended by the addition of the following:

Microbial Matter means fungi, mold and mildew, whether or not such **Microbial Matter** is living.

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

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SCHEDULE OF INSURED PROPERTIES

It is hereby agreed that the following location(s) is (are) included in Item 5 of the Declarations as **INSURED PROPERTY(S)**, subject to all of the terms and conditions of the Policy.

Item 5: INSURED PROPERTY(S):

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITION OF PAYMENT ENDORSEMENT

It is hereby agreed that any payment under this Policy shall only be made in full compliance with all United States of America economic and trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DEED RESTRICTION AMENDATORY ENDORSEMENT

1. It is hereby agreed that the following is added to Section II., **COMMON EXCLUSIONS - APPLICABLE TO ALL COVERAGES:**

DEED RESTRICTION / ENGINEERING CONTROL:

Arising from any **Insured's** material violation of or non-compliance with any use limitation or engineered control that is or is to be implemented on the **Insured Property**, or arising from any **Insured's** material violation of a deed restriction, activity or land use limitation, engineered control or covenant that is or is to be implemented on the **Insured Property**.

2. It is hereby agreed that the following is added to Section VI., **CONDITIONS**

By acceptance of this Policy, the **Named Insured** agrees to comply with any deed, activity or land use restriction, engineered control or covenant associated with the **Insured Property**. Furthermore, the **Named Insured** understands and acknowledges that this Policy is issued in reliance upon such agreement.

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO.

SPECIMEN

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISCLOSED DOCUMENTS ENDORSEMENT

It is hereby agreed that for purposes of Section II. EXCLUSIONS, 1. COMMON EXCLUSIONS - APPLICABLE TO ALL COVERAGES, Paragraph I. PRIOR KNOWLEDGE/NON-DISCLOSURE, the Company acknowledges receipt of the documents listed below. Pollution Conditions identified in these documents are deemed disclosed to the Company. All other exclusions, in the Policy form or added by endorsement, applicable to such Pollution Conditions still apply and are not amended, altered or changed by this Endorsement.

Author

Document

Date

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)