POLICY MAILER PAGE

POLICY NUMBER: BOP 4400976 03

SPEED WASH SPEED WASH ON THE MALL LLC DBA 4100 PARK AVE WEEHAWKEN NJ 07086-9999

AGENT: 3109290

INTERNATIONAL U/W AGY INC 217-04 NORTHERN BLVD BAYSIDE, NY 11361

Additional policy forms:

FORM NAME FORM NAME

Date Issued: 10/18/13

INSURED COPY

INTERNATIONAL U/W AGY INC 217-04 NORTHERN BLVD BAYSIDE, NY 11361

TELEPHONE: 718-461-8088

SYM POLICY# BOP 4400976 03

MODULE Effective on: 12/22/13

Expires on: 12/22/14

UTICA FIRST INSURANCE COMPANY

Agent#

3109290

Your BUSINESSOWNER Policy# is: BOP 4400976 03

SPEED WASH SPEED WASH ON THE MALL LLC DBA 4100 PARK AVE WEEHAWKEN NJ 07086-9999

INST DATE

01

01

TRANSACTION

AMOUNT

10/18/2013 10/18/2013

RENEWAL INSTALLMENT **** NP

596.75

5.37

MINIMUM DUE:

602.12

PAYMENT DUE

12/22/2013

POLICY BALANCE:

2,408.48

SERVICE FEE BEGINS WITH INSTALLMENT #2. \$10 LATE FEE IS ADDED IF PAYMENT IS NOT RECEIVED BY DUE DATE. PLEASE NOTE NEW MAILING ADDRESS. FOR BEST SERVICE/UP TO DATE INFO, PLEASE CALL AFTER 10AM. THANK YOU.

SYM Policy BOP 4400976

Module

Agent# 3109290

SPEED WASH

SPEED WASH ON THE MALL LLC DBA

4100 PARK AVE

WEEHAWKEN NJ 07086-9999

Minimum Amount Due:

602.12

Amount Enclosed:

UTICA FIRST INSURANCE COMPANY P.O. BOX 62011 BALTIMORE, MD 21264-2011

TO PAY BY CREDIT CARD (24HR) WWW.UTICAFIRST.COM OR CALL 800-456-4556 Option 2 MON-FRI 8AM to 5PM



Utica First is excited to introduce our new online

"POLICY HOLDER SERVICE CENTER"

As a Utica First Insurance policy holder, you will now be able to setup an on-line account that will allow you to access your policy information. This information includes:

Policy Documents

- View your policy on-line
- View policy forms for new, renewals and endorsements

Online billing and payment information

- Pay your bills on-line
- View billing statements

View policy details

View information for any claims associated with your policy

Go Paperless

- Easy access to your online account for your policy
- Eliminate mail
- Environmentally friendly

View contact information for your Utica First Agent

Available on-line 24 hours - 7 days a week

To access this new insured website you will first need to register by entering some basic policy information and the Online Access Code shown below.

Policy Number BOP 4400976 03

Mailing Address Zip Code 07086

Online Access Code 3626039

Instructions:

Go to <u>www.uticafirst.com</u> and click the 'Policy Holder' tab. In the drop down menu click on 'Account Registration'.

Why would I need an Umbrella Policy?

- Because the cost of additional liability protection above your current policy is much more affordable than you might think.
- Because you've worked hard for your business and home, and you want to safeguard your assets.
- Because people <u>are</u> injured in accidents every day.
 Lawsuits can and will happen. No one is immune.
- Because medical costs and the expenses of a possible lawsuit can be incredibly high these days.
- Because you <u>can</u> be held legally liable for damage you cause to other people's property.

In most cases, you can protect the assets of your business or family for an additional \$ 1 million (or more) for just a few hundred dollars a year. This is an extra measure of protection, over and above the policies you already carry. Utica First offers both Umbrella and Excess Liability Policies in values up to \$5 million.

Don't take chances. Buy yourself some cheap additional protection. Call your Utica First agent or broker and ask for a free, no obligation quote on an Umbrella or Excess Liability Insurance Policy. If you have a claim, you'll realize this was the smartest insurance decision you ever made.



Thanks for renewing your policy with Utica First.

We are very pleased that you chose to renew your insurance coverage with us. Keeping good customers is very important to Utica First and we appreciate your business. Don't be fooled by the www.com and 1-800 quotes. When you have a question or a claim, you want a professional agent to assist you.

Keep in mind that you can check your billing status with us or even pay your installments with a check or major credit card by visiting our website at www.uticafirst.com.

Should you need to make any changes to your policy during the year, just contact your independent insurance agent. In the unfortunate event of a claim, please make sure you contact your agent as soon as possible. It is our continuing goal to provide you with excellence in all aspects of your insurance needs.

We treat our staff, our agents and our policyholders with the respect that they deserve.

Our goal is to remain your insurance carrier for many years to come. Thanks again for putting your trust in us and for joining over 60,000 of your friends and neighbors in New York, Connecticut, Pennsylvania, Ohio, Virginia, Massachusetts and New Jersey who look FIRST to Utica First for their insurance needs.

Sincerely,

Richard J. Zick, AU, CPCU

President & CEO

/c



Looking for an easier way to pay your insurance premium? Consider using the EZ-PAY Electronic Funds Transfer option

Many Utica First customers are now taking advantage of our latest billing option, Electronic Funds Transfer (EFT). With EFT, your payments are spread evenly over 12 months, and your payments are automatically deducted from your specified checking account monthly. You can view your account's status at any time by going to **www.uticafirst.com**. And - there are NO installment charges.

To enroll, just mail the form below to Utica First, along with a voided check. A notice stating the amount to be withdrawn each month will be sent to you, and will also be sent to you at each renewal. Your payments will be deducted on the same day each month as the effective day of your policy.

Detach here



EZ PAY EFT AUTHORIZATION FORM

(Not Available for Personal Auto)

Policy#:	Policy #:
Bank Name:	Routing #:
Account Name:	Account Number:
Daytime Phone:	Checking () Savings ()
Signature:	Date:

By completing this form with an enclosed voided check and signing it, you are authorizing Utica First to initiate monthly deductions from your bank account identified on the enclosed check to pay for your insurance policy(ies) and any renewals thereof, and to deposit any credits / refunds into that account.

Please place in an envelope with a voided check and mail to: Utica First Insurance Company

Attn: Accounting Dept PO BOX 851

Utica, New York 13503-0851

BUSINESSOWNERS **PROGRAM DECLARATIONS Policy Number**

POLICY ISSUED ON THE CO-OPERATIVE PLAN UTICA FIRST INSURANCE COMPANY

NON-ASSESSABLE POLICY

CONSTITUTED IN OHIO AS

UTICA FIRST INSURANCE COMPANY (MUTUAL)

Home Office - 5981 Airport Road, Oriskany, NY 13424 Mail Address - P.O. Box 851, Utica, NY 13503-0851

BOP 4400976 03

(Number, Street, Town or City, County, State, Zip Code)

Direct Billed - Insured

SPEED WASH ON THE MALL LLC DBA

Named Insured and P.O. Address

4100 PARK AVE

Renewal Certificate

WEEHAWKEN NJ 07086-9999 Policy Period: From 12/22/13 to 12:01 a.m. Standard Time 12/22/14 Business Description: Service Other (Describe) The Insured is: X an individual a partnership a joint venture All known exposures at the beginning of the policy period have been identified below. Location of all premises owned, rented, occupied or controlled by the insured: Loc. Bld. Prot Con. Occupancy Situated Zip Code 4100 PARK AVE 1 Coin Operated PR Μ WEEHAWKEN, NJ 07086-9999 This replaces all previously issued policy Declarations, if any. This policy applies only to accidents, occurrences

or losses which happen during the policy period shown above. This policy applies only to those coverages below for which a limit of Insurance and/or a limit of liability or charge is shown. Our limit for each coverage shall not be more than the amount stated for such coverage, subject to all terms of this policy.

	Prot	ective			Limi	t of I	nsura	nce				
Property Coverage	Devices (List Type) Deductible Loc. No. Blo		Bldg.	No.	RC	ACV	Loc. No.	Bldg. No.	RC	ACV		
	(LISI	i ype)		1		1						
Cov. A - Building(s)				\$	•				\$	•		
Cov. B - Business Property		Sprk	\$1,000	\$ 224	1,973		Х		\$			
Cov. C - Loss of Income				\$ 224	1,973				\$			
		•										

Liability Coverage Liability Insurance Limits

Cov. (L) Each Occurrence Limit	\$	1,000,000	
General Aggregate Limit	\$	2,000,000	
Cov. (M) Medical Payments Limit	\$	5,000	
One (Al) Assessment Line's December 10 and 11 Alvert	•	1 000 000	

Cov. (N) Aggregate Limit Products/Completed Work Cov. (O) Fire Legal Liability \$

Cov. (P) Pers and/or Adv Injury Liability

1,000,000 250,000

1,000,000

/per occurrence /per occurrence

/per person

/per occurrence

If this is checked we do not provide coverage for Products Completed Work, and the each occurrence Limit does not apply to Coverage N.

Add'l Cov. (Specify)

SYSTEMS BREAKDOWN COV.

NJPLIGA Surcharge \$21.48 **ANNUAL** 2,408.48

Subject to following forms and endorsements

SEE FORMS INVENTORY PAGE

POLICY TOTAL 2,408.48

3109290

\$150 Minimum Retained Premium

Agency at INTERNATIONAL U/W AGY INC 217-04 NORTHERN BLVD BAYSIDE, NY 11361

Our Authorized Representative and Countersignature Date 10/21/13

AAIS (2/94)

INSURED COPY

UTICA FIRST INSURANCE COMPANY SUPPLEMENTAL DECLARATIONS

THIS SUPPLEMENTAL DECLARATIONS PAGE FORMS PART OF YOUR POLICY.

POLICY.			
POLICY NUMBER: PREM NO. 1	BOP 4400976 BLDG NO.	03	_
THE FOLLOWING OPTIO ACTIVATED IN YOUR PO	NAL COVER		OWN BY AN "X" AR
EMPLOYEE DISHO	_		
☐ EXTERIOR GLASS			
☐ INTERIOR GLASS			
MONEY AND SECULOCATION		LIMITS	P-200 ACTIVATED)
LIMITED OUTDOO LOCATION	R SIGNS CO	VERAGE LIMITS	
BURGLARY & ROE	BBERY COVE	RAGE	
☐ THEFT COVERAGE	E		



UTICA FIRST INSURANCE COMPANY

CONSTITUTED IN OHIO AS

UTICA FIRST INSURANCE COMPANY (MUTUAL)

Home Office - 5981 Airport Road, Oriskany NY 13424 Mail Address - P.O. Box 851, Utica, NY 13503-0851

Businessowner Policy FORMS INVENTORY PAGE

Policy Number: BOP 4400976 03

Named Insured: SPEED WASH

Agent: INTERNATIONAL U/W AGY INC 3109290

FORMS INVENTORY

BP 0450	(10/02) Amendatory Endorsement	BP 0663	(12/99) Known Injury or Damage Amend.
GL-890	(06/01) Lead Liability Exclusion	GL-894	(2.00) Punitive Damages Exclusion
GL-895	(2.00) Employee Redefined	PRIV0401	(04/01) Privacy Statement
BP 0680	(06/02) Contruction Defects Exclusion	BP-200	(1.00) Businessowners Special Policy
BP 5001	(02/09) Amendatory Endorsement	BP-331	(1.00) Protective Devices
BP0620	(01/99) Loss of Income 72WaitingPeriod	BP 0676	(06/02) Excl-Fungus or Related Perils
BP 0678	(06/02) EIFS Exclusion	BP 0736	(01/10)Excl-Abuse or Molestation
BP 0856	(09/09) Inf. Dist. and Rec. Violations	DN 0736	(01/10) Abuse or Molestation Discl Not
BP 0858	(09/09) Exclusion-Communicable Disease	DN 0858	(1.00) Discl-Communicable Disease
DNWTR	(02/09) Disclosure Notice	BP 0750	(01/08) Certified Terrorism Loss
CL 0605	(01/08) Certified Terrorism Prem Discl	DN 0750	(01/08) TRIPRA Discl Notice
CL 1045	(01/08) Notice of Terrorism Coverage	BP 0838UF	(10/05)Silica Exclusion
BP 0850UF	(10/06) Virus and Bacteria Exclusion	DN 0838UF	(10/05) Discl Notice Silcia Exclusion
DN 0850UF	(10/06) Discl Notice-Virus and Bacteri	CL 0321	(01/07)Civil Union Form
BP-001	(09/97) Systems Breakdown Coverage	BP-309	(1.00) Liab Cov-Designated Premises
CP-132	(2.00) Loss Payable Form	GL-842	(2.00) Add'l Insured-Lessors
UF-52	(01/98) Customers Goods & Misc. Cov.		

Issued Date: 10/21/13

FORMINV 06 09 INSURED COPY

LIABILITY COVERAGE DESIGNATED PREMISES OR PROJECT

(The entries requried to complete this endorsement will be shown below or on the "declarations".)

SEE	DECLARATIONS
Project:	
The Commercial Liability Coverage is amended as follows:	"We" do not pay for "bodily injury" or "p damage" (or "personal injury" or "adve

EXCLUSIONS

EXCLUSIONS THAT APPLY TO BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, AND/OR ADVERTISING INJURY

Premises:

The following exclusions are added:

"We" do not pay for "bodily injury" or "property damage" (or "personal injury" or "advertising injury", if provided by the Commercial Liability Coverage):

- that arises out of the ownership, maintenance, or use of the premises other than those described above;
- that arises out of operations that are necessary or incidental to the ownership, maintenance, or use of premises other than those described above; or
- that arises out of a project other than that described above.

BP-309 Ed 1.0

PROTECTIVE DEVICES

(The entries required to complete this endorsement will be shown below or on the "declarations".)

Prem.	Bldg.
No.	No.
1	1

Protective Device or Service

Sprinkler System

ADDITIONAL EXCLUSIONS

 The following additional exclusion applies only when a device or service described on the schedule above provides fire protection:

"We" do not pay for loss caused by fire if, prior to the fire, "you":

- had knowledge of any suspension or impairment in any protective device or service described on the schedule above and did not notify "us"; or
- failed to maintain in complete working order, any protective device or service described on the schedule above which "you" control.

If part of an automatic sprinkler system is shut off and "you" restore full protection within 48 hours, notification to "us" is not necessary.

2. The following additional exclusion applies only when a device or service described on the schedule above provides theft protection:

"We" do not pay for loss caused by theft if, prior to the theft, "you":

- had knowledge of any suspension or impairment in any protective device or service described on the schedule above and did not notify "us"; or
- failed to maintain in complete working order, any protective device or service described on the schedule above which "you" control.

OTHER PROPERTY COVERAGE CONDITIONS

The following condition is added:

Protective Devices -- "You" are required to maintain the protective devices and services described on the schedule above.

BP-331 Ed 1.0

This endorsement changes the policy -- PLEASE READ THIS CAREFULLY --

AMENDATORY ENDORSEMENT

The policy is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

Under the Property Coverages Section, item 6. of Perils Excluded is deleted and replaced by the following:

6. Water --

- a. "We" do not pay for loss or damage caused by:
 - flood; surface water; waves, including, but not limited to, tidal wave and tsunami; tidal water; tides; overflow of any body of water; or spray from any of these; all whether or not driven by wind. This includes, but is not limited to, storm surge, storm tide, and tidal surge;
 - water that backs up through, overflows from, or is otherwise discharged from:
 - a) a sewer or drain;
 - b) a sump, sump pump, or related equipment; or
 - any other type of system designed to remove subsurface water which is drained from the foundation area;
 - 3) water below the surface of the ground. This includes water that exerts pressure on or flows, seeps, or leaks through or into:
 - a) basements, whether paved or not;

- b) doors, windows, or other openings;
- c) foundations, floors, walls, or paved surfaces; or
- d) swimming pools, septic tanks, or other structures; or
- material present in or carried or otherwise moved by water described in items 1) through 3) above.

However, if fire, explosion, or sprinkler leakage results, "we" do pay for the resulting loss.

- b. This exclusion:
 - applies regardless of the cause of the water or the material carried or moved by water described under items a.1) through a.4) above, whether or not such cause is an act of nature; and
 - applies to, but is not limited to, water and material present in or carried or moved by water, whether or not driven by wind, that:
 - a) overtops:
 - b) escapes from;
 - c) is released from; or
 - d) is otherwise discharged from;

a dam, levee, dike, floodgate, seawall, or other device or feature designed or used to retain, contain, or control water.

BP 5001 02 09

This endorsement changes the policy

-- PLEASE READ THIS CAREFULLY --

KNOWN INJURY OR DAMAGE AMENDMENTS

The Commercial Liability Coverage is amended as follows:

 Under Definitions, the following definition is added:

"Designated insured" means:

- a. "you" and "your" spouse, but only with respect to the conduct of a business of which "you" are the sole owner, if "you" are shown on the "declarations" as an individual;
- b. "you" and all "your" partners or members and their spouses, but only with respect to the conduct of "your" business, if "you" are shown on the "declarations" as a partnership or a joint venture;
- c. "you" and all "your" members and managers, but only while acting within the scope of their duties, if "you" are shown on the "declarations" as a limited liability company; and
- d. "you" and all "your" executive officers and directors, but only while acting within the scope of their duties, if "you" are shown on the "declarations" as an organization (other than a partnership, joint venture, or limited liability company). It also includes "your" stockholders, but only for their liability as such; or
- e. any "employee" who is authorized to give or receive notice of an "occurrence" or a claim.
- Under Principal Coverages, Coverage L and, if applicable, Coverage N are amended by the addition of the following:

This insurance applies only to:

- "Bodily injury" or "property damage" which is not a continuation of, resumption of, or change in "bodily injury" or "property damage" that was known by a "designated insured" prior to the inception date of the policy period. If a "designated insured" knew, as stated under the Knowledge of Bodily Injury or Property Damage Condition, prior to the inception date of the policy period, that "bodily injury" or "property damage" had occurred, any continuation of, resumption of, or change in such "bodily injury" or "property damage" will be deemed to have been known by the "designated insured" prior to the inception date of the policy period.
- Bodily injury" or "property damage" that occurs during the policy period and which is not a continuation of, resumption of, or change in "bodily injury" or "property damage" which was known by a "designated insured", as stated under the Knowledge of Bodily Injury or Property Damage Condition, to have occurred prior to the inception date of this policy period, will include any continuation of, resumption of, or change in such "bodily injury" or "property damage" after the end of this policy period.
- Under Defense Coverage, the following is added:

"We" have no duty to defend a suit or claim seeking "damages" because of "bodily injury" or "property damage" which was known by a "designated insured", as stated under the Knowledge of Bodily Injury or Property Damage Condition, prior to the inception date of the policy period.

Under Conditions, the following condition is added:

Knowledge of Bodily Injury or Property Damage -- Knowledge of "bodily injury" or "property damage" will be deemed to have occurred at the earliest of the following times:

- a. when a suit, claim, or demand for "damages" alleging "bodily injury" or "property damage" is received by any "designated insured";
- b. when any "designated insured" reports

- the "bodily injury" or "property damage" to "us" or any other insurer; or
- c. when any "designated insured" becomes aware of anything that indicates that "bodily injury" or "property damage" may have occurred or is occurring.

BP 0663 12 99

EXCLUSION -- WET ROT, DRY ROT, BACTERIA, FUNGI, OR PROTISTS

The Commercial Liability Coverage is amended as follows:

- 1. The following exclusions are added:
 - a. "We" do not pay for actual or alleged "bodily injury" or "property damage" (or "personal injury" or "advertising injury", when provided by this policy) that results directly or indirectly from ingestion of, inhalation of, physical contact with, or exposure to:
 - wet rot; dry rot; a bacterium; a fungus, including but not limited to mildew and mold; or a protist, including but not limited to algae and slime mold; or
 - a chemical, matter, or a compound produced or released by wet rot, dry rot, a bacterium, a fungus, or a protist, including but not limited to toxins, spores, fragments, and metabolites such as microbial volatile organic compounds.
 - b. "We" do not pay for any loss, cost, or expense arising out of any request, demand, or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of:
 - wet rot; dry rot; a bacterium; a fungus, including but not limited to mildew and mold; or a protist, including but not limited to algae and slime mold; or
 - 2) a chemical, matter, or a compound produced or released by wet rot, dry rot, a bacterium, a fungus, or a protist, including but not limited to toxins, spores, fragments, and metabolites such as microbial volatile organic compounds.

- c. "We" do not pay for any loss, cost, or expense arising out of any claim or suit by or on behalf of any governmental authority relating to testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of:
 - wet rot; dry rot; a bacterium; a fungus, including but not limited to mildew and mold; or a protist, including but not limited to algae and slime mold; or
 - a chemical, matter, or a compound produced or released by wet rot, dry rot, a bacterium, a fungus, or a protist, including but not limited to toxins, spores, fragments, and metabolites such as microbial volatile organic compounds.
- 2. However, exclusion 1.a. above does not apply to:
 - a. "bodily injury" that results from a fungus cultivated or harvested for human consumption or a food-borne or beverage-borne bacterium that causes illness commonly known as food poisoning (Food-borne or beverage-borne bacteria that cause illness commonly known as food poisoning include but are not limited to Staphylococcus aureus, Salmonella, Clostridium perfringens, Campylobacter, Listeria monocytogenes, Vibro parahaemolyticus, Bacillus cereus, and Escherichia coli.); or
 - b. "bodily injury" suffered by an "employee" of an "insured" while performing duties in connection with the "insured's" farming operations, but only to the extent that "bodily injury" to an "insured's" "employees" is covered by this policy.

BP 0676 06 02

EXCLUSION -- EXTERIOR INSULATION AND FINISH SYSTEMS

The Commercial Liability Coverage is amended as follows:

- 1. Under Definitions, the following definition is added:
 - "EIFS" means an exterior wall cladding or finish system used on any part of any structure consisting of:
 - a. a rigid or semi-rigid insulation board made of expanded polystyrene or other materials;
 - b. an adhesive or mechanical attachment of the insulation board to the substrate;
 - c. a reinforced base coat on the face of the insulation board or base coat and mesh;
 - a protective finish applied to the surface of the base coat providing surface texture to which color may be added; and
 - e. any conditioners, primers, accessories, flashings, coatings, caulking, and sealants that interact to form an energy efficient wall.
- 2. The following exclusions are added:
 - a. "We" do not pay for actual or alleged "bodily injury" or "property damage" (or "personal injury" or "advertising injury", when provided by this policy) that arises out of the design, manufacture, sale, service, construction, fabrication, preparation, installation, application, maintenance, or repair, including any remodeling, correction, or replacement of an "EIFS" or any part thereof, or any substantially similar system or any part thereof, including any method or procedure to correct problems with installed systems performed by or on behalf of an "insured".

- b. "We" do not pay for actual or alleged "bodily injury" or "property damage" (or "personal injury" or "advertising injury", when provided by this policy) that arises out of "your work" and that results directly or indirectly from any exterior component, fixture, or feature of any structure if an "EIFS" is used on any part of that structure.
- c. "We" do not pay for actual or alleged "bodily injury" or "property damage" included in the "products/completed work hazard" and that results directly or indirectly from any exterior component, fixture, or feature of any structure if an "EIFS" is used on any part of that structure.
- d. "We" do not pay for "bodily injury" or "property damage" liability assumed by an "insured" under a contract or agreement for the design, manufacture, sale, service, construction, fabrication, preparation, installation, application, maintenance, repair, including any remodeling, correction, or replacement of an "EIFS" or any part thereof, or any substantially similar system or any part thereof.

BP 0678 06 02

EXCLUSION -- DAMAGE TO WORK PERFORMED BY YOU OR ON YOUR BEHALF

The Commercial Liability Coverage is amended as follows:

The exclusion relating to "property damage" to "your work" or to work performed by "you" is deleted and replaced by the following:

"We" do not pay for "property damage" to "your work" if the "property damage" arises out of "your work" and is included in the "products/completed work hazard".

BP 0680 06 02

CERTIFIED TERRORISM LOSS

The Businessowners Policy is amended as follows:

- 1. The following definitions are added.
 - a. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States:
 - 1) to be an act of terrorism;
 - to be a violent act or an act that is dangerous to human life, property, or infrastructure:
 - 3) to have resulted in damage:
 - a) within the United States; or
 - b) 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; and
 - 4) to have been 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; and
 - 5) to have resulted in insured losses in excess of five million dollars in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act, as amended.
 - b. "Certified terrorism loss" means loss that results from a "certified act of terrorism".
- 2. The "terms" of any terrorism exclusion that is part of or that is attached to this policy are amended by the following provision:

This exclusion does not apply to "certified terrorism loss".

3. The following provision is added:

If the Secretary of the Treasury determines that the aggregate amount of "certified terrorism loss" has exceeded one hundred billion dollars in a Program Year (January 1 through December 31), and "we" have met "our" insurer deductible under the Terrorism Risk Insurance Act, as amended, "we" will not pay for any portion of "certified terrorism loss" that exceeds one hundred billion dollars. If the "certified terrorism loss" exceeds one hundred billion dollars in a Program Year (January 1 through December 31), losses up to one hundred billion dollars are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury under the Terrorism Risk Insurance Act, as amended.

- 4. Under Property Coverages, the following provisions are added.
 - a. Neither the "terms" of this endorsement nor the "terms" of any other terrorism endorsement attached to the Property Coverages section of this policy provide coverage for any loss that would otherwise be excluded by the Property Coverages section of this policy under:
 - exclusions that address war, military action, or nuclear hazard; or
 - 2) any other exclusion; and
 - the absence of any other terrorism endorsement does not imply coverage for any loss that would otherwise be excluded by the Property Coverages section of this policy under:
 - exclusions that address war, military action, or nuclear hazard; or
 - 2) any other exclusion.

BP 0750 01 08

SILICA EXCLUSION

The Commercial Liability Coverages Section is amended as follows:

DEFINITIONS

The following definition is added:

"Silica" means silicon dioxide (SiO₂) including:

- crystalline silica, silica dust, industrial sand, silica sand, quartz, quartz dust, cristobalite, tridymite, tripoli, and silica mixed with other compounds;
- 2. amorphous silica and silica gel; and
- 3. silica dust mixed with other dust particles.

COMMERCIAL LIABILITY COVERAGE SECTION

1. The following is added to the exclusions under Coverage L - Bodily Injury Liability and Property Damage Liability:

"We" do not pay for:

 a. "bodily injury" arising out of the actual, alleged, or threatened ingestion, inhalation, or absorption of "silica";

- b. "propery damage" arising out of the actual, alleged, or threatened contact with, existence of, exposure to, or presence of "silica"; or
- c. any loss, cost, or expense arising out of the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of "silica" by any "insured" or any other person or organization.
- The following is added to the exclusions under Coverage P - Personal and Advertising Injury Liability:

"We" do not pay for:

- a. "personal and advertising injury" arising out of the actual, alleged, or threatened ingestion of, inhalation of, absorption of, contact with, existence of, exposure to, or presence of "silica"; or
- any loss, cost, or expense arising out of the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of "silica" by any "insured" or any other person or organization.

BP 0838UF 10 05

This endorsement changes the policy -- PLEASE READ THIS CAREFULLY --

VIRUS OR BACTERIA EXCLUSION

The following provisions are added with respect to all property coverages provided by this policy. All other "terms" of the policy apply, except as amended by this endorsement.

 When "fungus or related perils" is a defined "term", that definition is deleted and replaced by the following, but only with respect to the Property Coverages provided by this policy.

"Fungus or related perils" means:

- a. a fungus, including but not limited to mildew and mold;
- b. a protist, including but not limited to algae and slime mold;
- c. wet rot;
- d. dry rot; or
- a chemical, matter, or compound produced or released by a fungus, a protist, wet rot, or dry rot, including but not limited to toxins, spores, fragments, and metabolites such as microbial volatile organic compounds.
- The following exclusion is added under Perils Not Covered and Excluded. It applies to all coverages, coverage extensions, supplemental coverages, optional coverages, and endorsements that are provided by the policy to which this endorsement is attached, including, but not limited to, those that provide coverage for property, earnings, extra expense, or interruption by civil authority.

Virus or Bacteria -- "We" do not pay for loss, cost, or expense caused by, resulting from, or relating to any virus, bacterium, or other microorganism that causes disease, illness, or physical distress or that is capable of causing disease, illness, or physical distress.

This exclusion applies to, but is not limited to, any loss, cost, or expense as a result of:

- a. any contamination by any virus, bacterium, or other microorganism; or
- any denial of access to property because of any virus, bacterium, or other microorganism.
- 3. The Virus or Bacteria exclusion set forth by this endorsement supersedes the "terms" of any other exclusions referring to "pollutants" or to contamination with respect to any loss, cost, or expense caused by, resulting from, or relating to any virus, bacterium, or other microorganism that causes disease, illness, or physical distress or that is capable of causing disease, illness, or physical distress.
- 4. The "terms" of this endorsement, whether or not applicable to any loss, cost, or expense, cannot be construed to provide coverage for a loss, cost, or expense that would otherwise be excluded under the policy to which this endorsement is attached.

BP 0850UF 10 06

INFORMATION DISTRIBUTION AND RECORDING VIOLATIONS EXCLUSION

The Commercial Liability Coverages are amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

COMMERCIAL LIABILITY COVERAGES

The following is added to the exclusions under Coverage L -- Bodily Injury Liability and Property Damage Liability and Coverage P -- Personal and Advertising Injury Liability:

"We" do not pay for "bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of violations of or alleged violations of:

- a. the Telephone Consumer Protection Act of 1991 (TCPA), including any amendments thereto, and any similar federal, state, or local laws, ordinances, statutes, or regulations;
- the CAN-SPAM Act of 2003, including any amendments thereto, and any similar federal, state, or local laws, ordinances, statutes, or regulations:
- c. the Fair Credit Reporting Act (FCRA), including any amendments thereto, such as the Fair and Accurate Credit Transaction Act (FACTA), and any similar federal, state, or local laws, ordinances, statutes, or regulations; or
- d. any other federal, state, or local law, regulation, statute, or ordinance that restricts, prohibits, or otherwise pertains to the collecting, communicating, recording, printing, transmitting, sending, disposal, or distribution of material or information

BP 0856 09 09

EXCLUSION -- COMMUNICABLE DISEASE

The Commercial Liability Coverages are amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

COMMERCIAL LIABILITY COVERAGES

- The following are added to the exclusions under Coverage L -- Bodily Injury Liability and Property Damage Liability:
 - "We" do not pay for "bodily injury" or "property damage" that arises out of the actual or alleged transmission of a communicable disease by:

 - a person; an "insured's" property, including "products"; or
 - the property of others in the care, custody, or control of an "insured".

This exclusion applies even if the claim or "suit" against any "insured" alleges negligence or other improper action in the:

- 1) failure to report the communicable disease to proper authorities;
- failure to prevent the spread of the communicable disease;
- hiring, supervising, training, employing, or monitoring of others who may be infected with and spread a communicable disease; or
- testing or failure to test for a communicable disease.

- "We" do not pay for any loss, cost, or expense arising out of any:
 - request, demand, or order that any "insured" or others test for, monitor, report, clean up, remove, contain, treat, detoxify, disinfect, sterilize, neutralize, or in any way respond to, assess the effects of, or eliminate a communicable disease or the conditions to which a communicable disease is attributed; or
 - claim or "suit" by or on behalf of any governmental body or authority relating to testing for, monitoring, reporting, cleaning up, removing, containing, treating, detoxifying, disinfecting, sterilizing, neutralizing, or in any way responding to, assessing the effects of, or eliminating a communicable disease or the conditions to which a communicable disease is attributed.
- 2. The following are added to the exclusions under Coverage P -- Personal and Advertising Injury Liability:
 - "We" do not pay for "personal and advertising injury" that arises out of the actual or alleged transmission of a communicable disease by:
 - a person;
 - an "insured's" property, including "products"; or
 - the property of others in the care, custody, or control of an "insured".

This exclusion applies even if the claim or "suit" against any "insured" alleges negligence or other improper action in the:

- failure to report the communicable disease to proper authorities;
- failure to prevent the spread of the communicable disease;

- hiring, supervising, training, employing, or monitoring of others who may be infected with and spread a communicable disease; or
- 4) testing or failure to test for a communicable disease.
- b. "We" do not pay for any loss, cost, or expense arising out of any:
 - 1) request, demand, or order that any "insured" or others test for, monitor, report, clean up, remove, contain, treat, detoxify, disinfect, sterilize, neutralize, or in any way respond to, assess the effects of, or eliminate a communicable disease or the conditions to which a communicable disease is attributed; or
- 2) claim or "suit" by or on behalf of any governmental body or authority relating to testing for, monitoring, reporting, cleaning up, removing, containing, treating, detoxifying, disinfecting, sterilizing, neutralizing, or in any way responding to, assessing the effects of, or eliminating a communicable disease or the conditions to which a communicable disease is attributed

BP 0858 09 09

This endorsement changes the policy --PLEASE READ THIS CAREFULLY--

CIVIL UNIONS AMENDMENT NEW JERSEY

Throughout this policy, any reference to a spouse includes a person who is a part of a civil union couple as defined by New Jersey law.

Throughout this policy, any reference to a family member, relative, or any family relationship includes the families of a civil union couple as defined by New Jersey law.

CL 0321 01 07

This endorsement changes the policy -- PLEASE READ THIS CAREFULLY --

CERTIFIED TERRORISM LOSS DISCLOSURE OF PREMIUM AND FEDERAL SHARE OF INSURED LOSSES

(The entries required to complete this endorsement will be shown below, on the "declarations", or on the "schedule of coverages".)

Certified Terrorism LossPremium \$____

Additional i	nform	ation,	if any,	conc	erni	ng ter	rorisn	n premium:			

64.00

- The portion of "your" premium that is attributed to coverage for "certified terrorism loss" is shown in the Schedule above.
- 2. Coverage for "certified terrorism loss", to the extent that such coverage is provided by this policy or Coverage Part, will be partially reimbursed by the United States Government, Department of Treasury under a federal program. Under that program, the United States pays 85% of insured losses for "certified terrorism loss" that exceeds the statutorily established deductible that "we" retain. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act, as amended, exceed one hundred billion dollars in a Program Year (January 1 through December 31), the Treasury will not make payment for any portion of the amount of such losses that exceeds one hundred billion dollars.

If the Secretary of the Treasury determines that the aggregate amount of "certified terrorism loss" has exceeded one hundred billion dollars in a Program Year (January 1 through December 31), and "we" have met "our" insurer deductible under the Terrorism Risk Insurance Act, as amended, "we" will not pay for any portion of "certified terrorism loss" that exceeds one hundred billion dollars. If the "certified terrorism loss" exceeds one hundred billion dollars in a Program Year (January 1 through December 31), losses up to one hundred billion dollars are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury under the Terrorism Risk Insurance Act, as amended.

CL 0605 01 08

AAIS CL 1045 01 08 Page 1 of 2

Insurance Company: Utica First Insurance Company

Policy Number: BOP 4400976 03

Named Insured: SPEED WASH

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act. See the next page for a further description of an act of terrorism as provided under the Act.

<u>SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE</u>
You may accept or reject this offer of coverage. If you choose to accept this coverage, the premium for this coverage is payable according to the terms of your billing notice. You may reject this offer by completing and signing the enclosed statement and returning it to us. If you send us a signed rejection of coverage, your policy will exclude coverage for certified terrorism losses.

Insurers should include the following premium statement in a Notice prepared for policies that are subject to Standard Fire Policy statutes with respect to losses resulting from terrorism:	
In the state of NJ, a terrorism exclusion makes an exception for fire losses resulting from an act of terrorism. Accordingly, if you reject the offer of terrorism coverage as provided under the program, that rejection is not applicable to fire losses resulting from an act of terrorism. In this state, the coverage in your policy for such fire losses will continue. The premium for such fire coverage is stated below. This premium is due whether or not you reject the offer described above for terrorism coverage.	
One of the following premiums is due: If you accept this offer, the premium for terrorism coverage is \$64.00 If you reject this offer, the premium for terrorism (fire only) coverage is \$16	
I accept this offer of terrorism coverage and acknowledge that I have been notified that under the Terrorism Risk Insurance Act, as amended, any covered losses resulting from certified acts of terrorism under my policy will be partially reimbursed by the United States and I have been notified of the amount of my premium attributable to such coverage.	
I hereby reject this offer of terrorism coverage. I understand that an exclusion of certified terrorism losses will be made part of this policy. I also acknowledge that I have been notified that under the Terrorism Risk Insurance Act, as amended, any covered fire losses resulting from certified acts of terrorism under my policy will be partially reimbursed by the United States and I have been notified of the amount of my premium attributable to such coverage.	

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States under a formula established by federal law. However, vour policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States government generally pays 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium shown above does not include any charges for the portion of loss covered by the federal government under the Act.

You should also know that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

Policyholder's Signature:	Date:
Print Name	

The following excerpt from the Act is provided for your information:

According to Section 102(1) of the Terrorism Risk Insurance Act, as amended, "The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States ---- (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 the United States in the case of (I) an air carrier or vessel described in paragraph (5)(B); or (II) the premises of a United States mission; and (iv) to have been 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." Section 102(1)(B) states, "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 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." Section 102(1)(C) and (D) specify that the determinations are final and not subject to judicial review and that the Secretary of the Treasury cannot delegate the determination to anyone.

CL 1045 01 08

LOSS PAYABLE OPTIONS

(The entries required to complete this endorsement will be shown below or on the "declarations".)

Prem. Bldg. Option Description of No. No. Property

1 SEE DECLARATION PAGE

Name and Address of Loss Payee

WILSHIRE STATE BANK PO BOX 4020 NAPA CA 94558

In addition to the policy "terms" which are contained in other sections of the Property Coverage, the following conditions apply to the property described on the schedule and only when indicated by an option number:

LOSS PAYABLE -- OPTION 1

Any loss shall be adjusted with "you" and shall be payable to "you" and the loss payee shown on the schedule as "your" and their interests appear.

LENDER'S LOSS PAYABLE -- OPTION 2

Any loss shall be payable to "you" and the loss payee shown on the schedule as interests appear. If more than one loss payee is named, they shall be paid in order of precedence.

The insurance for the loss payee continues in effect even when "your" insurance may be void because of "your" acts, neglect, or failure to comply with the coverage "terms". The insurance for the loss payee does not continue in effect if the loss payee is aware of changes in ownership or substantial increase in risk and does not notify "us".

If "we" cancel this policy, "we" notify the loss payee at least ten days before the effective date of cancellation if "we" cancel for "your" nonpayment of premium, or 30 days before the effective date of cancellation if "we" cancel for any other reason.

"We" may request payment of the premium from the loss payee, if "you" fail to pay the premium.

If "we" pay the loss payee for a loss where "your" insurance may be void, the loss payee's right to collect that portion of the debt from "you" then belongs to "us". This does not affect the loss payee's right to collect the remainder of the debt from "you". As an alternative, "we" may pay the loss payee the remaining principal and accrued interest in return for a full assignment of the loss payee's interest and any instruments given as security for the debt.

If "we" choose not to renew this policy, "we" give written notice to the loss payee at least ten days before the expiration date of this policy.

CONTRACT OF SALE -- OPTION 3

Any loss shall be adjusted with "you" and shall be payable to "you" and the loss payee shown on the schedule as "your" and their interests appear.

The loss payee shown on the schedule is a person or organization "you" have entered a contract with for the sale of covered property.

When covered property is the subject of a contract of sale, the word "you" also means the loss payee.

CP-132 Ed 2.0

DISCLOSURE NOTICE CERTIFIED TERRORISM LOSS

This Notice provides information about changes to the terms of the Businessowners Policy with respect to loss caused by terrorism. No coverage is provided by this Notice, nor does it replace any provisions of your policy. You should read your policy and review your declarations page for complete information regarding the coverages you are provided. If there are any discrepancies between the policy and this notice, THE PROVISIONS OF THE POLICY GOVERN.

CHANGE IN THE DEFINITION OF CERTIFIED ACT OF TERRORISM

As a result of recent legislation, the definition of a "certified act of terrorism" has been changed. Under the Terrorism Risk Insurance Program Reauthorization Act of 2007 (TRIPRA), certification of an act of terrorism no longer considers whether an act is committed by or on behalf of a foreign interest. Therefore, a domestic act of terrorism committed against the civilian populaton of the United States by a United States citizen may now be treated as a certified act of terrorism if other qualifications are also met. See endorsement BP 0750, which is a part of your policy, for the full definition of "certified act of terrorism".

The coverage provided by your policy is still subject to all of the policy's exclusions, such as the Nuclear Energy Liability Exclusion and the War Exclusion.

INFORMATION REGARDING LIMITATIONS ON FEDERAL AND INSURER LIABILITY

Under TRIPRA, the federal government may participate in paying for some of the losses resulting from a "certified act of terrorism". However, if aggregate insured losses attributable to certified acts of terrorism exceed \$100 billion in a Progam Year (January through Devember 31), the federal government will not make any payment for any portion of the amount of losses exceeding \$100 billion. Also, your coverage is subject to a limit on our liability persuant to TRIPRA. If the Secretary of the Treasury determines that the aggregate amount of loss resulting from certified acts of terrorism has exceeded \$100 billion in a Program Year (January 1 through December 31), and we have met our insurer deductible under the federal program, we will not pay any portion of such loss that exceeds \$100 billion. In that case, insured losses up to \$100 billion will be subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

DISCLOSURE NOTICE SILICA EXCLUSION

NO COVERAGE FOR LIABILITY ARISING OUT OF SILICA

This notice is designed to provide information regarding the Silica Exclusion endorsement attached to your new or renewal policy.

This notice is <u>not</u> part of your insurance contract. No coverage is provided by this Notice. **READ YOUR POLICY CAREFULLY** to determine the actual terms and conditions of your policy and it's endorsements.

The Silica Exclusion endorsement that is applicable to the Businessowners coverage provided by your policy is identified as BP 0838UF.

Silica Exclusion, BP 0838UF

Your policy does not provide coverage for silica, meaning legal liability to others for injury or damage arising from exposure to silica and silica related dust. This means that claims for bolidy injury or property damage arising out of silica and silica related dust are <u>not</u> covered. If your policy provides coverage for personal injury and/or advertising injury, this also means that claims for personal injury or advertising injury arising out of silica and silica related dust are not covered.

In addition, your policy does not provide coverage for loss, cost, or expense arising out of the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of silica.

DISCLOSURE NOTICE VIRUS OR BACTERIA EXCLUSION

This notice is designed to provide information regarding the new Virus Or Bacteria Exclusion endorsement attached to your new or renewal policy.

This notice is <u>not</u> part of your insurance contract. No coverage is provided by this notice. **READ YOUR POLICY CAREFULLY** to determine the actual terms and conditions of your policy and its endorsements.

The Virus Or Bacteria Exclusion endorsement that is applicable to the Business owners coverage provided by your policy is identified as BP 0850UF.

Virus Or Bacteria Exclusion, BP 0850UF

The following provision is added with respect to all property coverages provided by your policy:

This endorsement specifically states that loss, cost, or expense caused by, resulting from, or relating to any virus, bacterium, or other microorganism that causes disease, illness, or physical distress or that is capable of causing disease, illness, or physical distress is not covered under your policy.

The endorsement applies to all coverages, coverage extensions, supplemental coverages, optional coverages, and endorsements that are provided by the Property Coverage Section of the Businessowners policy to which this endorsement is attached, including, but not limited to, those that provide coverage for property, earnings, extra expense, or interruption by civil authority.

DISCLOSURE NOTICE

This Notice provides information about changes to the terms of your policy. No coverage is provided by this Notice, nor does it replace any provisions of your policy. You should read your policy and review your declarations page for complete information regarding the coverages you are provided. If there are any discrepancies between your policy and this Notice, THE PROVISIONS OF THE POLICY GOVERN.

Exclusion -- Communicable Disease

Your policy includes endorsement BP 0858, there is no coverage for bodily injury, property damage, personal injury, or advertising injury that arises out of the actual or alleged transmission of a communicable disease by a person, an insured's property (including products), or the property of others in the care, custody, or control of an insured. Coverage is also excluded for any loss, cost, or expense arising out of any request, demand, order, claim, or suit that results from a communicable disease or the conditions to which a communicable disease is attributed.

DN0858 Ed 1.0

DISCLOSURE NOTICE EXCLUSION - ABUSE OR MOLESTATION NEW JERSEY

This notice is designed to provide information regarding the Abuse or Molestation Exclusion endorsement that is attached to your new or renewal policy.

This notice is <u>not</u> part of your insurance contract. No coverage is provided by this notice. **READ YOUR POLICY CAREFULLY** to determine the actual terms and conditions of your policy and its endorsements.

The Exclusion - Abuse or Molestation endorsement that is applicable to the Businessowners coverage provided by your policy is identified as BP 0736.

Exclusion - Abuse or Molestation, BP 0736

Your policy includes endorsement BP 0736, there is no coverage for bodily injury, property damage, personal injury, or advertising injury that arises out of the actual or threatened abuse or molestation of anyone while in your care custody or control. Coverage is also excluded for negligent employment, investigation, supervision, reporting, or failure to report to proper authorities.

DISCLOSURE NOTICE Businessowners Program

This Notice provides information about changes to the terms of your policy. No coverage is provided by this Notice, nor does it replace any provisions of your policy. You should read your policy and review your declarations page for complete information regarding the coverages you are provided. If there are any discrepancies between your policy and this Notice, **THE PROVISIONS OF THE POLICY GOVERN.**

Amendatory Endorsement

Mandatory endorsement BP 0475 is attached to your renewal policy to restate and clarify the Water exclusion, as well as revise the definition of "hardware", under the property coverage terms of the policy.

With respect to the Water exclusion, this endorsement adds language to the exclusion to clarify and provide examples of specific types of water that are excluded, such as tsunamis, tides, storm surge, storm tide, and tidal surge. Coverage is also excluded for water that backs up through, overflows from, or is otherwise discharged from any type of system, including a sewer, drain, or sump pump, that removes subsurface water from

the area around the foundation. Additionally, material present in or carried or otherwise moved by any excluded water is also not covered.

The Water exclusion applies regardless of the cause of the excluded water or material present in or carried or otherwise moved by any excluded water, whether or not such cause is an act of nature. Additionally, the exclusion applies to such excluded water or material that overtops, escapes from, is released from, or is otherwise discharged from devices, such as dams, levees, or seawalls, designed or used to retain, contain, or control water.

With respect to the definition of "hardware", the endorsement clarifies that the term is limited to only the types of computer equipment specifically listed in the definition. The endorsement applies to all coverages provided under the Property Coverages Section of your policy.

ADDITIONAL INSURED LESSORS

(The entries required to complete this endorsement will be shown below or on the "declarations".)

Designated Premises (indicate part leased to "you"):

See Policy Declarations

Designated Lessor:

TOWER PLAZA ASSOCIATES AND LESTER M ENTIN ASSOCIATES PO BOX 2189 1033 CLIFTON AVE CLIFTON NJ 07015-9999

The Commercial Liability Coverage is amended as follows:

DEFINITIONS

The definition of "insured" is amended to include the following:

"Insured" also includes the lessor designated in the Schedule but only with respect to liability arising out of the ownership, maintenance, or use of that part of the premises designated in the Schedule that is leased to "you".

No lessor is an "insured" for:

- 1. any "occurrence" which takes place after the expiration date of "your" lease; or
- 2. any structural alteration, new construction, or demolition operations performed by or on behalf of the lessor.

GL-842 Ed 2.0

ADDITIONAL INSURED LESSORS

(The entries required to complete this endorsement will be shown below or on the "declarations".)

Designated Premises (indicate part leased to "you"):

See Policy Declarations

Designated Lessor:

LESTER M ENTIN ASSOC & TOWER PLAZA ASSOC 1033 CLIFTON AVE CLIFTON NJ 07015

The Commercial Liability Coverage is amended as follows:

DEFINITIONS

The definition of "insured" is amended to include the following:

"Insured" also includes the lessor designated in the Schedule but only with respect to liability arising out of the ownership, maintenance, or use of that part of the premises designated in the Schedule that is leased to "you".

No lessor is an "insured" for:

- 1. any "occurrence" which takes place after the expiration date of "your" lease; or
- 2. any structural alteration, new construction, or demolition operations performed by or on behalf of the lessor.

GL-842 Ed 2.0

UTICA FIRST INSURANCE COMPANY

UF-52 1/98

MISCELLANEOUS PROPERTY FLOATER (Including Bailees)

The coverage under this Endorsement is subject to the terms contained in the policy.

This form is a part of Policy No. BOP 4400976 03

Named Insured SPEED WASH

S PEED WASH ON THE MALL LLC DBA

WHAT WE COVER

WE cover the property described below

SCHEDULE

(x one)

Item	Description	Rep. Cost	A.C.V.	Limit of Insurance
	ON FILE WITH COMPANY	X X X X X X		30,000
		X		

DEDUCTIBLE

From each adjusted claim for loss or damage in a single occurrence, we will deduct \$250, unless a different deductible option is shown on the Declarations Page.

WHAT WE COVER AGAINST

We cover the described property against risk of direct physical lossfrom any external cause, unless specifically excluded. When a limit is indicated above, we cover described property while:

- 1. In a premises described on the "Declarations";
- 2. Temporarily at a premises not described on the "Declarations";
- 3. In transit; or
- 4. When the above description includes property of others, it means property of your customers which you agree to clean, dye, alter, repair, restore, adjust, service, maintain or to perform a process on which this property is in your care, custody or control. This includes the cost of labor and materials that you have invested in this property.

PROPERTY NOT COVERED

- 1. Aircraft or Watercraft;
- 2. Contraband;
- 3. Jewelry, Stones, and Metals;
- 4. Waterborne Property.
- 5. Automobiles
- Furs;
- 7. Money and Securities; and

UTICA FIRST INSURANCE COMPANY

UF-52 1/98

MISCELLANEOUS PROPERTY FLOATER (Including Bailees)

PERILS EXCLUDED

Policy Language

"We" do not pay for loss if one or more of the following exclusions apply to the loss, regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.

- a. Contamination or Deterioration;
- b. Criminal, Fraudulent, or Dishonest Acts;
- c. Mechanical Breakdown;
- d. Pollutants:
- e. Temperature/Humidity;
- f. Wear and Tear;
- g. Earth Movement or Volcanic Eruption;
- h. War; and

- i. Electrical Currents;
- j. Loss of Use;
- k. Missing Property;
- I. Processing Work;
- m. Voluntary Parting;
- n. Civil Authority;
- o. Nuclear Hazárd;
- Theft From an Unattended Vehicle, unless there are visible signs of forced entry.

Conditions

Actual Cash Value The value of covered property will be based on the actual cash value at

the time of loss (with a deduction for depreciation)

Replacement Value The value of covered property will be based on replacement cost (without a

deduction for depreciation).

Coinsurance "We" only pay a part of the loss if the "limit" is less than the percentage of the

value of covered property that is indicated on Page 1 of this form.

HOW MUCH WE PAY FOR LOSS OR CLAIM

 The policy provisions pertaining to How Much We Pay For Loss or Claim are modified as follows:

We do not pay a greater proportion of any loss than the limit of insurance for the item(s) bears to the value at the time of the loss.

b. Loss to Parts

If there is a loss to any part of an item which consists of several parts when complete, **we** are only liable for the actual cash value of the part. The loss is not considered a total loss of the item.

Important Notice About Your Privacy

At Utica First our goal is to professionally and respectfully serve the personal and business insurance needs of our customers. Information that you provide or we collect about you when you apply for insurance or when you file a claim helps us to achieve that goal. You provide us with most of the information about you that we use in evaluating your application and servicing your insurance policy or your claim. This enables us to provide coverage to you at the best price or to service your claim promptly and fairly.

We know that the trust of our customers is our most important asset. This includes the trust that we will keep the information about you secure and treat it **only as permitted by law**. This disclosure and notice tells you about the privacy policy we have adopted and the practices we use in handling the information you furnished to us.

We do not disclose any non-public personal information about our customers or former customers to anyone, except as permitted by law.

What types of information does Utica First collect about you?

We collect non-public personal information about you from the following sources:

- Information we receive from you on applications and other forms.
- Information about your transactions with us, our affiliates, or others.
- Information we receive from inspection or audit functions and, if applicable, state motor vehicle records.
- Information we receive from a consumer reporting agency.

What information do we share with our affiliated companies?

- We share non-public personal information about our customers or former customers with our affiliated companies only as permitted by law.
- In some cases, this may mean information can be disclosed to our affiliated companies without your authorization.

What Information do we disclose to nonaffiliated third parties?

- We share non-public personal information about customers or former customers to nonaffiliated third parties only as permitted by law.
- We do not disclose your non-public personal information to nonaffiliated third parties for purposes of marketing the products or services of any third party.
- In some cases, this may mean information can be disclosed to nonaffiliated third parties without your authorization.

What measures are taken by Utica First to protect your information?

- We limit access to non-public personal information about you to those employees who need to know that information to provide you with products or to provide you benefits or services under them.
- We maintain physical, electronic, and procedural safeguards that comply with state and federal regulations to guard your non-public personal information.
 We limit the collection and disclosure of non-public information to information necessary and relevant to the
- conduct of our business.
- We collect information only by legitimate means.

You have the right to obtain access to certain items of information we have collected about you, and you have the further right to request correction of information if you feel it is inaccurate.

We would be pleased to tell you more about our policies and procedures for the privacy of your information. Questions or requests about your privacy should be address to: Privacy Officer, Utica First Insurance Company, P.O. Box 851, Utica, NY 13503-0851

Remember to include your name, address, policy number or claim number, and daytime phone number.

IMPORTANT NOTICE

IN COMPLIANCE WITH THE REQUIREMENTS OF THE FAIR CREDIT REPORTING ACT (PUBLIC LAW 91-508) UTICA FIRST INSURANCE COMPANY ADVISES THAT AS PART OF OUR ROUTINE PROCEDURE IN REVIEWING APPLICATIONS FOR INSURANCE OR RENEWALS OF INSURANCE POLICIES, WE MAY PROCURE A CONSUMER REPORT INCLUDING INFORMATION AS TO THE CONSUMER'S CHARACTER, GENERAL REPUTATION, PERSONAL CHARACTERISTICS OR MODE OF LIVING. IF SUCH INSURANCE IS FOR AN INDIVIDUAL AND IS PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES, SUCH INFORMATION MAY BE OBTAINED THROUGH PERSONAL INTERVIEWS WITH NEIGHBORS, FRIENDS, OR OTHERS WITH WHOM THE CONSUMER IS ACQUAINTED.

UPON REQUEST TO UTICA FIRST INSURANCE COMPANY AS NOTED ABOVE, WE WILL PROVIDE IN WRITING A COMPLETE AND ACCURATE DISCLOSURE OF THE NATURE AND SCOPE OF THE CONSUMER REPORT REQUESTED OR ADVISE THAT NONE WAS REQUESTED.



PLEASE READ THE FOLLOWING INFORMATION REGARDING YOUR SYSTEMS BREAKDOWN COVERAGE

Thank you for purchasing your Business Owners Policy (BOP) or Package Policy (SMP - CPP) through Utica First Insurance Company. If Boiler coverage is indicated in your Commercial Property policy by attachments BP001 or CP001, Systems Breakdown Coverage is a part of your policy. An important benefit you receive from this coverage is operating certificate inspections for those objects requiring jurisdictional inspections.

Most states, and many cities, have laws that require operating certificates for certain types of boilers, pressure vessels, and refrigerating systems. In order to obtain these certificates, the jurisdictional object must have a physical inspection. In most jurisdictions we can make these inspections if we provide the Systems Breakdown Coverage. We provide this service at No Additional Cost to our policyholders.

The following cities will not accept insurance company inspections. You must contact the appropriate authority to get the necessary inspection.

* Chicago, Denver, Detroit, Miami, St. Louis, and Tulsa

IF YOU OWN OR OPERATE OBJECTS REQUIRING OPERATING CERTIFICATES, PLEASE COMPLETE THE FOLLOWING SECTION AND RETURN TO THE INDICATED ADDRESS

Please return to:	Utica First Insurance Company P.O. Box 851 Utica, NY 13503-0851
Telephone Number:	()
Contact:	
Location of Equipment:	
Policy Number:	
Named Insured:	
Date:	