

SECOND AMENDMENT TO CONSENT TO SUBLEASE

THIS SECOND AMENDMENT TO CONSENT TO SUBLEASE (this “Second Amendment”) is made effective as of _____, 2026 (the “Effective Date”), by and between CITY OF ALAMEDA, a charter city and municipal corporation (“Landlord”), MATSON NAVIGATION COMPANY, INC., a Hawaii corporation (“Sublandlord” or “Tenant”), and MARY SUSAN UBBELOHDE dba LOISOS + UBBELOHDE (“Subtenant”).

A. Landlord and Tenant entered into that certain Lease Agreement with a commencement date of December 1, 2015, (the “Lease”), for certain premises described therein and referred to as Building 167 located at 1500 Ferry Point, Alameda, CA consisting of approximately 53,785 square feet. Prior to the initial Lease Term set to expire on November 30, 2025, Landlord and Tenant entered into Amendment No. 1 to the Lease extending the Lease term an additional sixty (60) months.

B. Pursuant to that certain Consent to Sublease entered into March 5, 2020 (“Consent Agreement”), Sublandlord is providing to Subtenant certain premises located at 1500 Ferry Point Drive, Alameda, CA, consisting of approximately 8,000 rentable square feet (the “Premises”) within Building 167 (the “Building”), together with a license for use of the adjacent land, all as more particularly set forth in the Consent Agreement.

C. The parties previously entered into a First Amendment to Consent to Sublease dated March 26th, 2025, which incorporated the First Amendment to Sublease and extended the term through November 25, 2025.

D. The parties now wish to further amend the Sublease Agreement between Sublandlord and Subtenant to incorporate the Second Amendment attached hereto as Exhibit A which extends the term and adjusts rate schedule through November 30, 2030, with the extended term commencing on November 26, 2025.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Capitalized Terms. Unless otherwise specified, all capitalized terms in this Second Amendment to Consent Agreement shall have the meanings ascribed to them in the Consent Agreement.

2. Amendment. The Consent Agreement is hereby amended to insert Exhibit B, this Second Amendment to Consent Agreement, which extends the Landlord’s consent of the Sublease to expire on November 30, 2030, with the extended term commencing on November 26, 2025.

3. Terms Not Changed. Unless expressly amended by this Amendment, all of the terms and provisions of the Consent Agreement remain in full force and effect. If any of the terms and provisions of this Amendment conflict with (or are inconsistent with) any of the terms and provisions of the Consent Agreement, then the terms and provisions of this Second Amendment shall control.

4. Binding Agreement; Governing Law. This Amendment shall be binding upon and shall inure to the benefit of the parties to this Amendment and their respective successors and assigns. This Amendment shall be governed, construed, and enforced in accordance with the internal laws of the State of California.

5. Counterparts; Facsimile Signatures. This Amendment may be executed in multiple counterparts, with all counterparts taken together deemed to be one (1) original document. A counterpart executed by facsimile or in electronic PDF format shall be deemed an original.


IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the Effective Date.

LANDLORD:

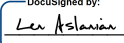
CITY OF ALAMEDA,
a municipal corporation

By: _____
Name: _____
Title: City Manager

RECOMMENDED FOR APPROVAL:

By:  _____
Name: Abigail Thorne-Lyman
Title: Base Reuse and Economic Development Director

APPROVED AS TO FORM:

By:  _____
Name: Len Aslanian
Title: Assistant City Attorney

SUBLANDLORD:

MATSON NAVIGATION COMPANY, INC.
a Hawaii corporation,

By:  12 / 09 / 2025
Name: Ben Bowler
Title: Treasurer

By:  12 / 08 / 2025
Name: Jack Sullivan
Title: Senior Vice President

SUBTENANT:

MARY SUSAN UBBELOHDE
dba LOISOS + UBBELOHDE

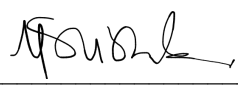
By:  12 / 06 / 2025
Name: Mary Susan Ubbelohde
Title: Principal

Exhibit A

Second Amendment to Sublease

SECOND AMENDMENT TO SUBLEASE

This Second Amendment to Sublease (“Second Amendment to Sublease”) is made as of December 4th, 2025, by and between MATSON NAVIGATION COMPANY, INC., a Hawaii corporation (“Sublandlord”), and MARY SUSAN UBBELOHDE dba LOISOS + UBBELOHDE, a sole proprietor (“Subtenant”), with reference to the following facts:

RECITALS

A. Sublandlord and Subtenant entered into that certain Sublease dated as of January 31, 2020 (the “Sublease”), for approximately 8,000 square feet of office, laboratory, and workshop space located within Building 167 at 1500 Ferry Point, Alameda, California (the “Subleased Premises”).

B. The Parties previously entered into a First Amendment to the Consent to Sublease dated March 26, 2025, which incorporated the First Amendment to Sublease and extended the term through November 25, 2025.

C. The parties now wish to further amend the Agreement to incorporate this Second Amendment to Sublease which extends the term through November 30, 2030, with the extended term commencing on November 26, 2025.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

Effective December 1, 2025, the Base Rent and Additional Rent (NNN) payable under the Sublease shall be adjusted as follows:

Lease Year	Base Rent (per month)	NNN (per month)	Total Monthly Rent
Year 1	\$8,850.00	\$1,400.00	\$10,250.00
Year 2	\$9,115.50	\$1,442.00	\$10,557.50
Year 3	\$9,388.97	\$1,485.00	\$10,873.97
Year 4	\$9,670.63	\$1,530.00	\$11,200.63
Year 5	\$9,960.75	\$1,575.00	\$11,535.75

All other terms of the Sublease remain unchanged.

2. Ratification

Except as expressly modified by this Second Amendment to Sublease, all terms, covenants, and conditions of the Sublease, as previously amended, shall remain in full force and effect and are hereby ratified and confirmed.

3. Counterparts


This Second Amendment to Sublease may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic or PDF signatures shall be deemed originals.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to Sublease as of the date first written above.

SUBLANDLORD:

MATSON NAVIGATION COMPANY, INC.

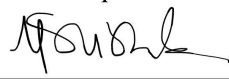
a Hawaii corporation

By: 
Name: Robert Hawke
Title: Director Ship Performance
Date: 12 / 05 / 2025

SUBTENANT:

LOISOS + UBBELOHDE,

a sole proprietorship

By: 
Name: Mary Susan Ubbelohde
Title: Principal
Date: 12 / 05 / 2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Assured Partners of CA, LLC 16 Bryson Drive Sutter Creek CA 95685	CONTACT NAME: Lynda Reynolds-Brown PHONE (A/C, No, Ext): (510) 437-1900 FAX (A/C, No): (510) 437-1979 E-MAIL ADDRESS: lbrown@cdginsurance.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Continental Casualty Company</td> <td style="text-align: center;">20443</td> </tr> <tr> <td>INSURER B: Transportation Insurance Company</td> <td style="text-align: center;">20494</td> </tr> <tr> <td>INSURER C: Hartford Casualty Insurance Company</td> <td style="text-align: center;">29424</td> </tr> <tr> <td>INSURER D: Continental Casualty Co./CNA</td> <td style="text-align: center;">20443</td> </tr> <tr> <td>INSURER E: Trumbull Insurance Company</td> <td style="text-align: center;">27120</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Casualty Company	20443	INSURER B: Transportation Insurance Company	20494	INSURER C: Hartford Casualty Insurance Company	29424	INSURER D: Continental Casualty Co./CNA	20443	INSURER E: Trumbull Insurance Company	27120	INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Continental Casualty Company	20443														
INSURER B: Transportation Insurance Company	20494														
INSURER C: Hartford Casualty Insurance Company	29424														
INSURER D: Continental Casualty Co./CNA	20443														
INSURER E: Trumbull Insurance Company	27120														
INSURER F:															
INSURED Mary Susan Ubbelohde d/b/a Loisos & Ubbelohde P.O. Box 6146 Alameda CA 94501															

COVERAGES**CERTIFICATE NUMBER:** CL2582820541**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	Y	B4026008873	9/11/2025	9/11/2026	EACH OCCURRENCE \$ 2,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
							MED EXP (Any one person) \$ 10,000	
							PERSONAL & ADV INJURY \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 4,000,000	
	OTHER:						PRODUCTS - COMP/OP AGG \$ 4,000,000	
A	AUTOMOBILE LIABILITY			B4026008873	9/11/2025	9/11/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person) \$					
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per accident) \$					
	<input checked="" type="checkbox"/> HIRED AUTOS		PROPERTY DAMAGE (Per accident) \$					
							\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	X	OCCUR	B6017060799	9/11/2025	9/11/2026	EACH OCCURRENCE \$ 5,000,000	
	<input type="checkbox"/> EXCESS LIAB						<input type="checkbox"/> CLAIMS-MADE	AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
C E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	57WECAA1QGN	5/15/2025	5/15/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
								E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROFESSIONAL LIABILITY			MCH591903870	9/11/2025	9/11/2026	EACH CLAIM & AGGREGATE \$5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Sub-Lease of 1500 Ferry Point, Alameda CA

DS

Le 12/23/2025

CERTIFICATE HOLDER**CANCELLATION**
 The City of Alameda
 2263 Santa Clara, Ave
 Alameda, CA 94501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

L Reynolds-Brown/LB

© 1988-2014 ACORD CORPORATION. All rights reserved.

COMMENTS/REMARKS

The City of Alameda, Landlord, its City Council, boards, commissions, officials, employees and volunteers, PM Realty Group L.P., Matson Navigation Company, Inc. and such other parties in interest as Landlord may from time to time reasonably designate to Tenant in writing, are Additional Insured under General Liability per attached endorsement #SB146932G when required in a written contract between the Named Insured and Additional Insured.

Waiver of Subrogation applies to General Liability per attached endorsement #SB146932G. General Liability is Primary and Non-Contributory per attached endorsement #CNA80103XX.



BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

TABLE OF CONTENTS	
I.	Blanket Additional Insured Provisions
A.	Additional Insured – Blanket Vendors
B.	Miscellaneous Additional Insureds
C.	Additional Provisions Pertinent to Additional Insured Coverage
1.a.	Primary – Noncontributory provision
1.b.	Definition of "written contract"
2.	Additional Insured – Extended Coverage
II.	Liability Extension Coverages
A.	Bodily Injury – Expanded Definition
B.	Broad Knowledge of Occurrence
C.	Estates, Legal Representatives and Spouses
D.	Fellow Employee First Aid
E.	Legal Liability – Damage to Premises
F.	Personal and Advertising Injury – Discrimination or Humiliation
G.	Personal and Advertising Injury – Broadened Eviction
H.	Waiver of Subrogation – Blanket

I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a **"written contract"** to provide insurance, but only with respect to **"bodily injury"** or **"property damage"** arising out of **"your products"** which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

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



- h. **"Bodily injury" or "property damage"** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Subparagraphs **d.** or **f.**; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- 3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
- 4. This provision **2.** does not apply if **"bodily injury" or "property damage"** included within the **"products-completed operations hazard"** is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSURED

- 1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a **"written contract."**
- 2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:
 - a. A higher limit of insurance than required by such **"written contract;"**
 - b. Coverage broader than required by such **"written contract"** and in no event greater than that described by the applicable paragraph a. through k. below; or
 - c. Coverage for **"bodily injury" or "property damage"** included within the **"products-completed operations hazard."** But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

- 3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

- a. **Controlling Interest**

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) such person or organization's financial control of you; or
- (2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

- b. **Co-owner of Insured Premises**

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for **"bodily injury," "property damage" or "personal and advertising injury"** as co-owner of such premises.

- c. **Grantor of Franchise**

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for **"bodily injury," "property damage," or "personal and advertising injury"** as grantor of a franchise to you.

d. Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for **"bodily injury," "property damage" or "personal and advertising injury"** caused in whole or in part by your maintenance, operation or use of such equipment, provided that the **"occurrence"** giving rise to such **"bodily injury" or "property damage"** or the offense giving rise to such **"personal and advertising injury"** takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for **"bodily injury," "property damage" or "personal and advertising injury"** arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the **"occurrence"** giving rise to such **"bodily injury" or "property damage"** or the offense giving rise to such **"personal and advertising injury,"** takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for **"bodily injury," "property damage" or "personal and advertising injury"** arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the **"occurrence"** giving rise to such **"bodily injury" or "property damage"** or the offense giving rise to such **"personal and advertising injury,"** takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for **"bodily injury," "property damage" or "personal and advertising injury"** arising out of the ownership, maintenance, or use of a premises by you. This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for **"bodily injury," "property damage" or "personal and advertising injury"** arising out of:

- (1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance or use of any elevators covered by this insurance; or
- (2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:
 - (a) **"Bodily injury," "property damage" or "personal and advertising injury"** arising out of operations performed for the state or government agency or subdivision or political subdivision; or
 - (b) **"Bodily injury" or "property damage"** included within the **"products-completed operations hazard."**

With respect to this provision's requirement that additional insured status must be requested under a **"written contract,"** we will treat as a **"written contract"** any governmental permit that requires you to add the governmental entity as an additional insured.

30020007340260088739183



i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for **"bodily injury," "property damage," or "personal and advertising injury"** caused by:

- a. Your acts or omissions; or
- b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for **"bodily injury," "property damage" or "personal and advertising injury"** for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- (1) For **"bodily injury," "property damage," or "personal and advertising injury"** arising out of the rendering or failure to render any professional services;
- (2) For **"bodily injury" or "property damage"** included in the **"products-completed operations hazard."** But this provision (2) does not apply to such **"bodily injury" or "property damage"** if:
 - (a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the **"written contract"**; and
 - (b) The **"written contract"** requires you to make the person or organization an additional insured for such **"bodily injury" or "property damage"**; or
- (3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

- 1. With respect only to additional insured coverage provided under paragraphs **A.** and **B.** above:

- a. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a **"written contract"** requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

- b. Under **Liability and Medical Expense Definitions**, the following definition is added:

"Written contract" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

- (1) Is currently in effect or becomes effective during the term of this policy; and
- (2) Was executed prior to:
 - (a) The **"bodily injury" or "property damage,"** or
 - (b) The offense that caused the **"personal and advertising injury"**;
 for which the additional insured seeks coverage.

- 2. With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds.

If the additional insured is:

- a. An individual, then his or her spouse is an insured;

- b. A partnership or joint venture, then its partners, members and their spouses are insureds;
- c. A limited liability company, then its members and managers are insureds;
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or
- e. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

- (1) **"Bodily injury"** or **"personal and advertising injury"** to any fellow employee or to any natural person listed in paragraphs a. through d. above;
- (2) **"Property damage"** to property owned, occupied or used by their employer or by any fellow employee; or
- (3) Providing or failing to provide professional health care services.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of **"Bodily injury"** is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under **Businessowners Liability Conditions**, the Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

Paragraphs a. and b. above apply to you or to any additional insured only when such **"occurrence,"** offense, claim or **"suit"** is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any **"executive officer"** or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.



D. Fellow Employee First Aid Coverage

In the section entitled **Who Is An Insured**, paragraph **2.a.1.** is amended to add the following:

The limitations described in subparagraphs **2.a.1.(a), (b) and (c)** do not apply to your **"employees"** for **"bodily injury"** that results from providing cardiopulmonary resuscitation or other first aid services to a co-**"employee"** or **"volunteer worker"** that becomes necessary while your **"employee"** is performing duties in the conduct of your business. Your **"employees"** are hereby insureds for such services. But the insured status conferred by this provision does not apply to **"employees"** whose duties in your business are to provide professional health care services or health examinations.

E. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

k. Damage To Property

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the **"property damage"** arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the **"property damage"** arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because **"your work"** was incorrectly performed on it.

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

Paragraphs **1, 3, and 4**, of this exclusion do not apply to **"property damage"** (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

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

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

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising Injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

3. The first Paragraph under item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "**property damage**" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

- a. \$1,000,000; or
- b. The Damage to Premises Rented to You Limit shown in the Declarations.

F. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "**personal and advertising injury**" is amended to add the following:

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

- (1) Not done intentionally by or at the direction of:

- (a) The insured; or

- (b) Any "**executive officer**," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

- (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:

(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

(17) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision (**Personal and Advertising Injury – Discrimination or Humiliation**) does not apply if **Personal and Advertising Injury** Liability is excluded either by the provisions of the Policy or by endorsement.

G. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "**Personal and advertising injury**" is amended to delete Paragraph c. and replace it with the following:

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

H. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY-
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS

The following is added to Paragraph **H. Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.

30020007340260088739139

