

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – SPECIFIED RELATIONSHIPS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section II – Who Is An Insured is amended to include as an additional insured any person(s), organization(s), state or governmental agency when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) is to be named as an additional insured on your policy, subject to the following provisions:

- A. The contract or agreement must be in effect during the policy period shown in the Declarations, and must have been executed prior to the “bodily injury”, “property damage” or “personal and advertising injury”.
- B. The person(s), organization(s), state or governmental agency is an additional insured only with respect to the liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part by:
 1. The ownership, maintenance or use of that part of the premises leased to you subject to the following additional exclusions:
 - (a) This insurance does not apply to any “occurrence” which takes place after you cease to be a tenant in that premises.
 - (b) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization added as an additional insured.
 2. The maintenance, operation or use of equipment leased to you by such person(s) or organizations(s) subject to the following exclusion:
 - (a) This insurance does not apply to any “occurrence” which takes place after the equipment lease expires.
 3. Their liability as a grantor of a franchise to you.
 4. Their liability as a grantor of a license to you. A person(s), organization(s), state or governmental agency status as an additional insured under this endorsement ends when:
 - (a) The license granted to you by such person(s), organization(s), state or governmental agency expires; or
 - (b) Your license is terminated or revoked by such person(s), organization(s) state or governmental agency prior to the expiration of the license as stipulated by the contract or agreement.
- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

 1. Required by the contract or agreement you have entered into with the additional insured; or
 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations of this Policy.

The following paragraph is added to Paragraph **4.a.** of the **Other Insurance Condition** of **Section IV – Commercial General Liability Conditions**:

This insurance is primary insurance as respects to our coverage to the additional insured person(s) or organization(s) where the written contract or agreement requires that this insurance be primary and noncontributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured where the additional insured person(s) or organization(s) is a Named Insured.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.