THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 052 02 (02/20)

PRIOR TRACT WORK and PROJECT EXCLUSION

Effective Date" _____

(If no entry appears above, the Effective Date will be the inception date of the policy to which this endorsement is made part)

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to **SECTION 1 - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**, Paragraph **2. Exclusions,** and **SECTION 1 – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, Paragraph **2. Exclusions,** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**:

This insurance does not apply to, and the Company shall have no duty to defend, any claim or "suit" seeking any damages for any ″bodily injury″, ″property damage,″ ″personal and advertising injury,″ incidents, or ″suits,″ arising from any work or operations performed by you or any contractors or subcontractors working directly or indirectly on your behalf performed on or about the premises of a “Tract Project" or any residence, structure, or area contained therein:

a. where "your work" was completed prior to the "Effective Date"; or

b. where "your work" ceased for any reason (including but not limited to termination or abandonment) prior to the "Effective Date."

The "Effective Date" is the date shown in the Prior Tract Work and Project Exclusion endorsement. If no effective date is listed in such endorsement, then the "Effective Date" shall be the inception date of this policy as shown in the Declarations.

This exclusion applies whether or not your work or operations, or the work or operations of your subcontractors or others working on your behalf, continued into the period of this policy, and regardless of when the damage

or injury took place or is alleged to have taken place.

This exclusion does not apply to claims or "suits" for "property damage" or "bodily injury" if the "occurrence" giving rise to such damage or injury is sudden and takes place entirely within the policy period.

“Tract Project,” as used in this exclusion, means as any project which is comprised of a piece or parcel of land that is subdivided into five (5) or more lots for the construction of freestanding one, two, three, or four family dwellings or residences, including common areas. "Tract Project" includes any condominium, townhome, single family dwelling, multifamily dwelling, row house, time-share, and any other project that includes five (5) or more structures, including all common areas and/or structures within such project, and including projects that are "mixed use" (e.g., include areas for commercial and/or community operations, such as retail stores, libraries, schools, playgrounds, streets, and hillside/slope areas). "Tract Project" as used herein includes apartment projects if, at any time, such apartments are converted to a type of " Tract Project" set forth above, regardless of whether the conversion process was known to any insured, or commenced prior to, during, or after the insured's work was performed.

All other terms, conditions, and exclusions under this remain unchanged.