

<p>PLEASE READ THIS ENDORSEMENT CAREFULLY, AS IT MODIFIES THE POLICY.</p>
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OIL, GAS, OR INJECTION WELL LIABILITY EXCLUSION (INCLUDING DRILLING FLUIDS EXCLUSION)

With respect only to this Oil, Gas, or Injection Well Liability Exclusion endorsement, "your" policy is amended as indicated.

EXCLUSIONS

The following Exclusions are added:

1. "We" do not cover "bodily injury", "property damage", or "personal injury" arising out of any oil, gas, petrochemical, "drilling fluids" or other substance discharged, dispersed, injected into, or leaking into any surface or sub-surface water, into the air, or onto or into the ground, arising out of:
 - a. Any oil, gas, or injection well development, operation, or termination, including, but not limited to, the drilling, re-drilling, installation, production, plugging, or hydraulic fracturing;
 - b. Production of oil or gas to heat any building owned by, leased to, or in the care of an "insured"; or
 - c. Any oil, gas, or injection well that is not in production.

However, this does not apply to "bodily injury" or "property damage" arising out of heat, smoke, or fumes from a "hostile fire".

2. "We" do not cover "bodily injury", "property damage", or "personal injury" arising from any earth movement or earthquake allegedly or actually caused by:
 - a. Any drilling, fracking, pumping, injection, removal, or storage of "drilling fluids" into or from any oil, gas, or petrochemical well; or
 - b. Any "disposal", storage, or insertion of "drilling fluids" into an injection well or sub-surface formation used for permanent burial of such "drilling fluids".
3. "We" do not cover "bodily injury", "property damage", or "personal injury" arising from migration, seepage, or movement of "drilling fluids" into the water table, water wells, aquifers, or bodies of water.
4. "We" do not cover any claim of common law or statutory nuisance or trespass arising from the drilling, development, operation, or termination of an oil, gas, injection, or "drilling fluids" well.
5. "We" do not cover any "bodily injury", "property damage", or "personal injury" arising out of the handling or "disposal", by any means, of "drilling fluids" from any oil or gas drilling, development, retrofitting, or maintenance operation.
6. "We" do not cover any "bodily injury", "property damage", or "personal injury" arising out of the handling or "disposal" of "drilling fluids" in a manner contrary to law, regulation, or ordinance.
7. "We" do not cover any legal liability arising from a term of a contract or agreement requiring "you" or any "insured":
 - a. To indemnify any person or business;
 - b. To hold harmless any person or business;
 - c. To pay on behalf of any person or business; or
 - d. To insure any person or business;

for any claim or judgment, arising out of "bodily injury", "property damage" or "personal injury" occurring during the development, operation, or termination of any oil, gas, or injection well, including removal, disposal, or burying of "drilling fluids".

We have no duty or obligation to provide or pay for the investigation or defense of any loss, cost, claim, suit, expenses, fines, or penalties mandated or assessed by any government agency, court, or other legal authority with respect to any activities, hazards, injuries, or damages, excluded by this endorsement.

This exclusion is supplemental to, and not a limitation of, any other policy language which may exclude or limit this policy to pollution related exposures.

DEFINITIONS

The following Definitions apply to the coverage afforded by this endorsement:

1. "Disposal" means, but is not limited to, transporting by vehicle, pipeline, or any other method, depositing at a disposal site, depositing at a water treatment facility, depositing at a sewage treatment facility, or injection into a well or otherwise into the earth, or release into or upon bodies of water, aquifers, or the atmosphere.
2. "Drilling fluids" mean any (a) liquid, (b) solid suspended in a liquid, or (c) chemical, any of which may be injected into a gas or oil well or a rock formation, for the purpose of aiding in the release or extraction of oil, gas, or petrochemicals from sub-surface formations. "Drilling fluids" include the chemicals and the liquid or solid substances removed or pumped from the sub-surface gas or oil well prior to, during, or after the extraction of the gas, oil, or other petrochemicals. Radioactive or other dangerous substances which are picked-up during the drilling and extraction processes are also deemed a part of the "drilling fluids" referenced in the exclusions.
3. "Hostile fire" means one which has initiated away from the oil, gas, or injection well production site on a premise owned or under the control of "you", has become uncontrollable, and has spread to the oil, gas, or injection well from the other location.

All other terms and conditions of this policy apply.