1622268 6.07

CG 24 30 28 N.D.

ÆTNA INSURANCE COMPANY

A STOCK COMPANY

Ætna Insurance Company

HARTFORD, CONNECTICUT

NAME OF INSURED

EXPIRES

AGENT

ngible prop- therefrom. "Underground property damage" means pro
thereof at conduits, pipes, mains, sewers, tanks, tunnels, and

CASUALTY COVER

ÆTNA INSURANCE COMPANY
ÆTNA INSURANCE COMPANY

ÆTNA INSURANCE COMPANY
HARTFORD, CONNECTICUT
06115

ÆTNA INSURANCE COMPANY
ÆTNA INSURANCE COMPANY

FOR A COMPLETE, UP-TO-DATE

Insurance Program

See Your

ÆTNA INSURANCE COMPANY

REPRESENTATIVE

SQ 000001

AETNA INSURANCE COMPANY

HARTFORD, CONNECTICUT

(A stock insurance company, herein called the company)

'n consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, ·ees with the **named insured** as follows:

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include **mobile equipment;**

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"collapse hazard" includes "structural property damage" as defined herein and **property damage** to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The **collapse hazard** does not include **property damage** (1) arising out of operations performed for the **named insured** by independent contractors, or (2) included within the **completed operations hazard** or the **underground property damage hazard**, or (3) for which liability is assumed by the **insured** under an **incidental contract;**

"completed operations hazard" includes **bodily injury** and **property damage** arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the **named insured.** "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

(1) when all operations to be performed by or on behalf of the **named insured** under the contract have been completed,

(2) when all operations to be performed by or on behalf of the **named insured** at the site of the operations have been completed, or

(3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The **completed operations hazard** does not include **bodily injury** or **property damage** arising out of

(a) operations in connection with the transportation of property, unless the **bodily injury** or **property damage** arises out of a condition in or on a vehicle created by the loading or unloading thereof,

(b) the existence of tools, uninstalled equipment or abandoned or unused materials, or

(c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an **automobile** servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"explosion hazard" includes **property damage** arising out of blasting or explosion. The **explosion hazard** does not include **property damage** (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the **named insured** by independent contractors, or (3) included within the **completed operations hazard** or the **underground property damage hazard**, or (4) for which liability is assumed by the **insured** under an **incidental contract;**

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) **elevator** maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each **insured** against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the **named insured**, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item 1. of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the **named insured** or by others trading under his name, including any container thereof (other than a vehicle), but **"named insured's products"** shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in **bodily injury** or **property damage** neither expected nor intended from the standpoint of the **insured;**

"policy territory" means:

(1) the United States of America, its territories or possessions, or Canada, or

(2) international waters or air space, provided the **bodily injury** or **property damage** does not occur in the course of travel or transportation to or from any other country, state or nation, or

(3) anywhere in the world with respect to damages because of **bodily injury** or **property damage** arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes **bodily injury** and **property damage** arising out of the **named insured's products** or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs away from premises owned by or rented to the **named insured** and after physical possession of such products has been relinquished to others;

or operated
or dispersed

at any time
or disposed

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f any nuclear
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:xclusion (3)
'ty and any

terial in the custody of the insured at the
or device is located consists of or contains
plutonium or uranium 233 or any combination
grams of uranium 235,

(d) any structure, basin, excavation, premises or p
the storage or disposal of waste,

and includes the site on which any of the foregoing
conducted on such site and all premises used for suc

"nuclear reactor" means any apparatus designed o
fission in a self-supporting chain reaction or to c
fissionable material;

"property damage" includes all form

SQ 000002

Insert Declarations Page and Coverage Part(s) here so that top edge butts against fold of Contract, and permits policy number to appear through window. ATTACH ENDORSEMENTS, IF ANY, TO TOP BACK OF DECLARATIONS.

"**property damage**" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **occurrence** during the policy period;

"**underground property damage hazard**" includes underground property damage as defined herein and **property damage** to any other property at any time resulting therefrom. "Underground property damage" means **property damage** to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The **underground property damage hazard** does not include **property damage** (1) arising out of operations performed for the **named insured** by independent contractors, or (2) included within the **completed operations hazard**, or (3) for which liability is assumed by the **insured** under an **incidental contract**.

SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

(a) all expenses incurred by the company, all costs taxed against the **insured** in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;

(b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the **insured** because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed $250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;

(c) expenses incurred by the **insured** for first aid to others at the time of an accident, for **bodily injury** to which this policy applies;

(d) reasonable expenses incurred by the **insured** at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed $25 per day.

CONDITIONS

1. **Premium:** All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the **named insured**, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the **named insured** the unearned portion paid by the **named insured**.

The **named insured** shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2. **Inspection and Audit:** The company shall be permitted but not obligated to inspect the **named insured's** property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the **named insured** or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the **named insured's** books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. **Financial Responsibility Laws:** When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for **bodily injury** liability or for **property damage** liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The **insured** agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

4. **Insured's Duties in the Event of Occurrence, Claim or Suit:**

(a) In the event of an **occurrence**, written notice containing particulars sufficient to identify the **insured** and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the **insured** to the company or any of its authorized agents as soon as practicable.

If claim is made or suit is brought against the **insured**, the **insured** shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

(c) The **insured** shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **insured** because of injury or damage with respect to which insurance is afforded under this policy; and the **insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **insured** shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5. **Action Against Company:** No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the **insured's** obligation to pay shall have been finally determined either by judgment against the **insured** after actual trial or by written agreement of the **insured**, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the **insured** to determine the **insured's** liability, nor shall the company be impleaded by the **insured** or his legal representative. Bankruptcy or insolvency of the **insured** or of the **insured's** estate shall not relieve the company of any of its obligations hereunder.

6. **Other Insurance:** The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the **insured** has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7. **Subrogation:** In the event of any payment under this policy, the company shall be subrogated to all the **insured's** rights of recovery therefor against any person or organization and the **insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **insured** shall do nothing after loss to prejudice such rights.

8. **Changes:** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

9. **Assignment:** Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the **named insured** shall die, such insurance as is afforded by this policy shall apply (1) to the **named insured's** legal representative, as the **named insured**, but only while acting within the scope of his duties as such, and (2) with respect to the property of the **named insured**, to the person having proper temporary custody thereof, as **insured**, but only until the appointment and qualification of the legal representative.

10. **Three Year Policy:** If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

11. **Cancellation:** This policy may be cancelled by the **named insured** by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the **named insured** at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the **named insured** or by the company shall be equivalent to mailing.

If the **named insured** cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

12. **Declarations:** By acceptance of this policy, the **named insured** agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

In Witness whereof, the company has caused this policy to be signed by its president and a secretary at Hartford, Connecticut, and countersigned on the declarations page by a duly authorized representative of the company.

David C Kozze Secretary

F. S. Watkins President.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(BROAD FORM)

This endorsement modifies the provisions of this policy relating to **ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE AUTOMOBILE, COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.**

It is agreed that:

I. This policy does not apply:

A. Under any Liability Coverage, to **bodily injury** or **property damage**

(1) with respect to which an **insured** under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the **hazardous properties** of **nuclear material** and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to **bodily injury** resulting from the **hazardous properties** of **nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.

C. Under any Liability Coverage, to **bodily injury** or **property damage** resulting from the **hazardous properties** of **nuclear material**, if

(1) the **nuclear material** (a) is at any **nuclear facility** owned by, or operated by or on behalf of, an **insured** or (b) has been discharged or dispersed therefrom;

(2) the **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **insured**; or

(3) the **bodily injury** or **property damage** arises out of the furnishing by an **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such **nuclear facility** and any property thereat.

II. As used in this endorsement:

"**hazardous properties**" include radioactive, toxic or explosive properties;

"**nuclear material**" means **source material**, **special nuclear material** or **byproduct material**;

"**source material**", "**special nuclear material**", and "**byproduct material**" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"**spent fuel**" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;

"**waste**" means any waste material (1) containing **byproduct material** and (2) resulting from the operation by any person or organization of any **nuclear facility** included within the definition of **nuclear facility** under paragraph (a) or (b) thereof;

"**nuclear facility**" means

SQ 000004

(a) any **nuclear reactor**,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing **spent fuel**, or (3) handling, processing or packaging **waste**,

(c) any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"**nuclear reactor**" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"**property damage**" includes all forms of radioactive contamination of property.

NEW YORK EXCEPTION: The "Nuclear Energy Liability Exclusion Endorsement (Broad Form)" does not apply to Automobile Liability Insurance in New York.

GENERAL—AUTOMOBILE LIABILITY POLICY

Use with Contract Section to complete

ORIGINAL

Item	DECLARATIONS	POLICY NUMBER CG 24 30 28	RENEWAL OF NEW
1.	Named Insured ADDRESS: (Number & Street, Town, County, State, & Zip)	Sauget and Company and M.T.S. Inc. 2700 Monsanto Avenue Sauget, Illinois 62206	
2.	Policy Period: 12:01 A. M., STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN.	From: 4-12-79	To: 4-12-80
	REPRESENTATIVE: Sub-agent or broker / Reporting agent	NAME AND CODE NO.	Hackett, MacDonald & Asso. 39-20037

Aetna Insurance Company
HARTFORD, CONNECTICUT

3. The insurance afforded is only with respect to such of the following Parts designated by an "X" in ☒ and Coverages therein as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

	LIMITS OF LIABILITY			ADVANCE PREMIUM
Comprehensive General Liability Insurance ☒				
Owners', Landlords' and Tenants' Liability Insurance ☐				
Manufacturers' and Contractors' Liability Insurance ☐				
Completed Operations and Products Liability Insurance ☐	EACH OCCURRENCE	AGGREGATE		
Bodily Injury Liability	$ 500,000.	$ 500,000.		$ 1,015.
Property Damage Liability	$ 500,000.	$ 500,000.		$ 1,639.
	EACH PERSON	EACH ACCIDENT		
Premises Medical Payments Insurance ☒	$ 1,000.	$ 10,000.		$ 56.
Comprehensive Personal Insurance ☐	EACH PERSON	EACH OCCURRENCE	EACH ACCIDENT	
Farmer's Comprehensive Personal Insurance ☐				
Personal Liability	XXXXXX	$	XXXXXX	
Personal Medical Payments	$	XXXXXX	$	$
Physical Damage to Property	XXXXXX	$	XXXXXX	
(Applicable to Farmer's Comprehensive Personal Insurance only) Animal Collision	Market value not exceeding $400 each animal			$
Comprehensive Automobile Liability Insurance ☐	EACH PERSON	EACH OCCURRENCE		
Bodily Injury Liability	$	$		$
Property Damage Liability	XXXXXX	$		$
	EACH PERSON	EACH ACCIDENT		
Automobile Medical Payments Insurance ☐	$	XXXXXX		$
Uninsured Motorists Insurance ☐	$	$		$
Garage Insurance ☐	See Coverage Part for Limits of Liability			$
Automobile Physical Damage Insurance (Non-Fleet) ☐	See Coverage Part for Limits of Liability			$
Automobile Physical Damage Insurance (Fleet Automatic) ☐				$
Endorsements and Additional Coverage Parts # L9300,(2), 2-600-298, L6139, L9235, 2-650-342, (IDENTIFY BY FORM NUMBERS)			L9288 L9484	$ 68. 289.
If Policy Period more than one year and the premium is to be paid annually, premium is payable: On effective date of policy $	†1st Anniversary $	†2nd Anniversary $	Total Advance Premium	$ 3,067. See Form
Audit Period: Annual, unless otherwise stated.**				2-040-213 Attd.

4. The named insured is: individual ; partnership ; corporation X ; joint venture ; other

Business of the named insured is Grading, Hauling and Property Owner

** ABSENCE OF AN ENTRY MEANS "NO EXCEPTION". † PLUS AUTOMOBILE PREMIUM TO BE DETERMINED ANNUALLY.

SQ 000005

Countersigned by Roger A. Hackett Authorized Representative
HACKETT, MACDONALD & ASSOC.

Form 1-600-1B Ed. 1-1-73 Rev. April 75

EXTENSION SCHEDULE

Policy No. CG 24 30 28

- [x] Comprehensive General Liability Insurance
- [ ] Owners', Landlords' and Tenants' Liability Insurance
- [ ] Manufacturers' and Contractors' Liability Insurance

Description of Hazards	Code No.	Premium Bases*	Rates* B.I.	Rates* P.D.	Advance Premiums Bodily Injury	Advance Premiums Property Damage
Premises - Operations Terr. 014 OL&T						
1. Lots F, 225, 228, 229 & 232 of the 3rd Subdivision of Cahokia Commons (75 acres)						
* Farm-Residence including acreage (160 acres or less)	*01205	f) 1	24.25	6.00	24.	8.MP
2. Lot 304 of 4th Subdivision of Cahokia Commons (200 acres)						
Farm-Residence including acreage (over 160 acres but not more than 500 acres)	**01206	f) 1	34.36	8.40	34.	8.
3. Lots 240, 241, 244, 245, 248, 249, 252, 253, 256, 260, 261, 264, 265, and 257, 269 of 3rd Subdivision of Cahokia Commons (15 acres)	*01205	f) 1	24.25	6.00	24.	8.MP
4. Part of Lots 77, part of Lot A Commonfields of Cahokia (19 acres)	*01205	f) 1	24.25	6.00	24.	8.MP
5. Parts of Lots 81 and Part of Lots 119, Commonfield of Cahokia (300 acres)	**01206	f) 1	34.36	8.40	34.	8.
6. Lots 126, 127 & 128 Commonfield of Cahokia (50 acres)	*01205	f) 1	24.25	6.00	24.	8.MP
7. Part of Lot 119, 202 of Cahokia Commons (5 acres)	*01205	f) 1	24.25	6.00	24.	8.MP
				Total Advance B.I. and P.D. Premiums	$ 188.	$ 56.
				Total Advance Premium $		

SQ 000006

*Same Rate and Premium Bases as shown on the applicable Coverage Part.

		Terr. Oth	CLFT			
1.	Lots 7, 225, 228, 229 & 232 of the 3rd Subdivision of Cahokia Commons (75 acres)					
2.	Farm-Residence including acreage (160 acres or less)	*0120[illegible]	F) 1	24.25	6.00	24.
2.	Lot 304 of 4th Subdivision of Cahokia Commons (200 acres)					
	Farm-Residence including acreage (over 160 acres but not more than 500 acres)	**0120[illegible]6	F) 1	34.36	6.40	34.
3.	Lots 240, 241, 244, 245, 248, 249, 252, 253, 256, 260, 261, 264, 265, and 257, 269 of 3rd Subdivision of Cahokia Commons (15 acres)	*0120[illegible]5	F) 1	24.25	6.00	24.
4.	Part of Lots 77, part of Lot A Commonfields of Cahokia (15 acres)	*0120[illegible]5	F) 1	24.25	6.00	24.
5.	Parts of Lots 81 and Part of Lots 119, Commonfield of Cahokia (200 acres)	**0120[illegible]6	F) 1	34.36	6.40	34.
6.	Lots 126, 127 & 128 Commonfield of Cahokia (50 acres)	*0120[illegible]5	F) 1	24.25	6.00	24.
7.	Part of Lot 119, 202 of Cahokia Commons (5 acres)	*0120[illegible]5	F) 1	24.25	6.00	24.
					188.	56.

SQ 000007

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

COMPREHENSIVE GENERAL LIABILITY INSURANCE—MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE—
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

LIABILITY

Adv-3009

L 9484
(Ed 1-73)

CONTRACTUAL LIABILITY INSURANCE

(Blanket Coverage—Broad Form)

This endorsement, effective (12:01 A. M., standard time), forms a part of policy No. CG 24 30 28

issued to

by AEtna Insurance Company

Authorized Representative

SCHEDULE

The insurance afforded for **contractual liability** is only with respect to such of the following Coverages as are indicated by a specific premium charge applicable thereto. The limits of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Advance Premiums	Limits of Liability: each occurrence	Limits of Liability: aggregate	Coverages
$ 185.	$ 500,000.		Contractual Bodily Injury Liability
$ 104.	$ 500,000.	$ 500,000.	Contractual Property Damage Liability
$ 289.	Total Advance Premium		

Advance Premiums: Bodily Injury	Advance Premiums: Property Damage	Rates: B.I.	Rates: P.D.	Premium Bases	Code No.	Designation of Contracts on File or Known to the Company
		(a) Per $100 of Cost (b) Per $1,000 of Sales		(a) Cost (b) Sales		
185.	104.	.102	.0576	a)181,000.		Blanket Contractual Liability Construction Risk-Broad Form Coverage 16281
$ 185.	$ 104.	Total Advance B.I. and P.D. Premiums				

SQ 000008

The following exclusions do not apply with respect to any "construction agreement":

The company, in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein, agrees with the **named insured** as follows:

I. COVERAGES—CONTRACTUAL BODILY INJURY LIABILITY CONTRACTUAL PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the **insured** all sums which the **insured**, by reason of **contractual liability** assumed by him under any written contract of the type designated in the schedule for this insurance, shall become legally obligated to pay as damages because of

bodily injury or
property damage

to which this insurance applies, caused by an **occurrence**, and the company shall have the right and duty to defend any **suit** against the **insured** seeking damages on account of such **bodily injury** or **property damage**, even if any of the allegations of the **suit** are groundless, false or fraudulent, and may make such investigation and settlement of any claim or **suit** as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend

(1) any arbitration proceeding wherein the company is not entitled to exercise the **insured's** rights in the choice of arbitrators and in the conduct of such proceedings, or

(2) any **suit** after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

(over)

Exclusions

This insurance does not apply:

(a) to liability assumed by the **insured** under any **incidental contract**;

(b) (1) if the **insured** is an architect, engineer or surveyor, to **bodily injury** or **property damage** arising out of professional services performed by such **insured**, including

(i) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and

(ii) supervisory, inspection or engineering services;

(2) if the indemnitee of the **insured** is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of

(i) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or

(ii) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the **bodily injury** or **property damage**;

(c) to **bodily injury** or **property damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing;

(d) to **bodily injury** or **property damage** for which the indemnitee may be held liable

600000 OS

(1) as a person or organization engaged in the business of manufacturing distributing, selling or serving alcoholic beverages, or

(2) if not so engaged, as an owner or lessor of premises used for such purposes,

if such liability is imposed

(i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage or

(ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

but part (ii) of this exclusion does not apply with respect to liability of the indemnitee as an owner or lessor described in (2) above;

(e) to any obligation for which the **insured** or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(f) to any obligation for which the **insured** may be held liable in an action on a contract by a third party beneficiary for **bodily injury** or **property damage** arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project.

(g) to **property damage** to

(1) property owned or occupied by or rented to the **insured**,

(2) property used by the **insured**, or

(3) property in the care, custody or control of the **insured** or as to which the insured is for any purpose exercising physical control;

(h) to **property damage** to premises alienated by the **named insured** arising out of such premises or any part thereof,

(i) to loss of use of tangible property which has not been physically injured or destroyed resulting from

(1) a delay in or lack of performance by or on behalf of the **named insured** of any contract or agreement, or

(2) the failure of the **named insured's products** or work performed by or on behalf of the **named insured** to meet the level of performance, quality, fitness or durability warranted or represented by the **named insured**;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the **named insured's products** or work performed by or on behalf of the **named insured** after such products or work have been put to use by any person or organization other than an **insured**;

(j) to **property damage** to the **named insured's products** arising out of such products or any part of such products;

(k) to **property damage** to work performed by or on behalf of the **named insured** arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(l) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the **named insured's products** or work completed by or for the **named insured** or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

(m) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of any **mobile equipment** while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity;

(n) to **bodily injury** or **property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

Unless stated in the schedule as not applicable, the following exclusions also apply to **contractual liability** assumed by the **insured** under any agreement relating to construction operations

This insurance does not apply

(o) to **bodily injury** or **property damage** arising out of construction, maintenance or repair of watercraft or loading or unloading thereof;

(p) to **bodily injury** or **property damage** arising out of operations, within fifty feet of any railroad property affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing;

(q) to **bodily injury** or **property damage** included within the **completed operations hazard** or the **products hazard**;

(r) to **property damage** included within

(1) the **explosion hazard**

(2) the **collapse hazard**, or

(3) the **underground property damage hazard**

II PERSONS INSURED

Each of the following is an **insured** under this insurance to the extent set forth below:

(a) if the **named insured** is designated in the declarations as an individual, the person so designated and his spouse;

(b) if the **named insured** is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(c) if the **named insured** is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to **bodily injury** or **property damage** arising out of the conduct of any partnership or joint venture of which the **insured** is a partner or member and which is not designated in this policy as a **named insured**.

III LIMITS OF LIABILITY

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**, or (3) claims made or **suits** brought on account of **bodily injury** or **property damage**, the company's liability is limited as follows:

Contractual Bodily Injury Liability—The total liability of the company for all damages, including damages for care and loss of services, because of **bodily injury** sustained by one or more persons as the result of any one **occurrence** shall not exceed the limit of **bodily injury** liability stated in the schedule as applicable to "each **occurrence**".

Contractual Property Damage Liability—The total liability of the company for all **damages** because of all **property damage** sustained by one or more persons or organizations as the result of any one **occurrence** shall not exceed the limit of **property damage** liability stated in the schedule as applicable to "each **occurrence**".

Subject to the above provision respecting "each **occurrence**", the total liability of the company for all **damages** because of all **property damage** to which this coverage applies shall not exceed the limit of **property damage** liability stated in the schedule as "aggregate". Such aggregate limit of liability applies separately with respect to each project away from premises owned by or rented to the **named insured**.

Contractual Bodily Injury and Property Damage Liability—For the purpose of determining the limit of the company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **occurrence**.

IV ENDORSEMENT TERRITORY

This insurance applies only to **bodily injury** or **property damage** which occurs within the **policy territory**.

V ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy)

"**contractual liability**" means liability expressly assumed under a written contract or agreement; provided, however, that **contractual liability** shall not be construed as including liability under a warranty of the fitness or quality of the **named insured's products** or a warranty that work performed by or on behalf of the **named insured** will be done in a workmanlike manner.

"**suit**" includes an arbitration proceeding to which the **insured** is required to submit or to which the **insured** has submitted with the company's consent.

VI. ADDITIONAL CONDITIONS

Arbitration

The company shall be entitled to exercise all of the **insured**'s rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

Premium

The advance premium stated in the schedule is the estimated premium on account of such written contracts as are on file with or known to the company. The **named insured** shall notify the company of all other written contracts entered into during the policy period to which this insurance applies.

When used as a premium basis

1 the word "**cost**" means the total cost of all work in connection with all contracts of the type designated in the schedule for this insurance with respect to which "**cost**" is the basis of premium, regardless of whether any liability is assumed under such contracts by the **insured**. It includes the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the **insured**, or others including all fees, allowances, bonuses or commissions made, paid or due. It shall not include the cost of any operations to which exclusions (o) or (p) apply, unless such exclusions are voided in the schedule.

2 the word "**sales**" means the gross amount of money charged by the **named insured** or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the **named insured** and such others collect as a separate item and remit directly to a governmental division

COVERAGE PART

PERSONAL INJURY LIABILITY INSURANCE

L 9288
(Ed. 1-73)

For attachment to Policy No. CG 24 30 28, to complete said policy.

SCHEDULE

Coverage	Limits of Liability	
P—Personal Injury Liability	500 thousand dollars aggregate	0 % Insured's Participation

The insurance afforded is only with respect to **personal injury** arising out of an offense included within such of the following groups of offenses as are indicated by specific premium charge or charges.

Groups of Offenses	Advance Premiums
A. False Arrest, Detention or Imprisonment, or Malicious Prosecution	$ 34.
B. Libel, Slander, Defamation or Violation of Right of Privacy	$ 17.
C. Wrongful Entry or Eviction or Other Invasion of Right of Private Occupancy	$ 17.
Form numbers of endorsements attached at issue	$
Total Advance Premium	$ 68.
Minimum Premium	$ 41.

I. COVERAGE P—PERSONAL INJURY LIABILITY

The company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as **damages** because of injury (herein called "**personal injury**") sustained by any person or organization and arising out of one or more of the following offenses committed in the conduct of the **named insured**'s business:

Group A—false arrest, detention or imprisonment, or malicious prosecution;

Group B—the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the **named insured**;

Group C—wrongful entry or eviction, or other invasion of the right of private occupancy;

if such offense is committed during the policy period within the United States of America, its territories or possessions, or Canada, and the company shall have the right and duty to defend any suit against the **insured** seeking **damages** on account of such **personal injury** even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

(a) to liability assumed by the **insured** under any contract or agreement;

(b) to **personal injury** arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of any **insured**;

(c) to **personal injury** sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the **named insured**;

(d) to **personal injury** arising out of any publication or utterance described in Group B, if the first injurious publication or utterance of the same or similar material by or on behalf of the **named insured** was made prior to the effective date of this insurance;

(e) to **personal injury** arising out of a publication or utterance described in Group B concerning any organization or business enterprise, or its products or services, made by or at the direction of any **insured** with knowledge of the falsity thereof.

II. PERSONS INSURED

Each of the following is an **insured** under this insurance to the extent set forth below:

(a) if the **named insured** is designated in the declarations as an individual, the person so designated and his spouse;

(b) if the **named insured** is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(c) if the **named insured** is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to **personal injury** arising out of the conduct of any partnership or joint venture of which the **insured** is a partner or member and which is not designated in this policy as a **named insured**.

III. LIMITS OF LIABILITY; INSURED'S PARTICIPATION

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **personal injury**, or (3) claims made or suits brought on account of **personal injury**, the total limit of the company's liability under this coverage for all **damages** shall not exceed the limit of **personal injury** liability stated in the schedule as "aggregate".

If a participation percentage is stated in the schedule for the **insured**, the company shall not be liable for a greater proportion of any loss than the difference between such percentage and one hundred percent and the balance of the loss shall be borne by the **insured**; provided, the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the **named insured** shall promptly reimburse the company therefor.

IV. ADDITIONAL DEFINITION

When used in reference to this insurance:

"**damages**" means only those damages which are payable because of **personal injury** arising out of an offense to which this insurance applies.

AUTHENTIC

SQ 000011

COVERAGE PART

PREMISES MEDICAL PAYMENTS INSURANCE

L 9292
Ed. 1-73

For attachment to Policy No. CG 24 30 28 to complete said policy.

SCHEDULE

Coverage	Advance Premiums
E—Premises Medical Payments	X X X
(a) Premises and operations Code #'s 07313xc $26. #01205 $4.MP. #01206 $5.	$
(b) Escalators #01205 $4. #01205 $4. #01206 $5. #01205 $4. #01205 $4.	$ 56.
(c) Sports activities	$
Total Advance Premium	$ 56.

I. COVERAGE E—PREMISES MEDICAL PAYMENTS

The company will pay to or for each person who sustains **bodily injury** caused by accident all reasonable **medical expense** incurred within one year from the date of the accident on account of such **bodily injury**, provided such **bodily injury** arises out of (a) a condition in the **insured premises** or (b) operations with respect to which the **named insured** is afforded coverage for **bodily injury** liability under this policy.

Exclusions

This insurance does not apply:

(a) to **bodily injury**

(1) arising out of the ownership, maintenance, operation, use, loading or unloading of

(i) any **automobile** or aircraft owned or operated by or rented or loaned to any **insured**, or

(ii) any other **automobile** or aircraft operated by any person in the course of his employment by any **insured**;

but this exclusion does not apply to the parking of an **automobile** on the **insured premises**, if such **automobile** is not owned by or rented or loaned to any **insured**;

(2) arising out of (i) the ownership, maintenance, operation, use, loading or unloading of any **mobile equipment** while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (ii) the operation or use of any snowmobile or trailer designed for use therewith;

(3) arising out of the ownership, maintenance, operation, use, loading or unloading of

(i) any watercraft owned or operated by or rented or loaned to any **insured**, or

(ii) any other watercraft operated by any person in the course of his employment by any **insured**;

but this exclusion does not apply to watercraft while ashore on the **insured premises**; or

(4) arising out of and in the course of the transportation of **mobile equipment** by an **automobile** owned or operated by or rented or loaned to any **insured**;

(b) to **bodily injury**

(1) included within the **completed operations hazard** or the **products hazard**;

(2) arising out of operations performed for the **named insured** by independent contractors other than (i) maintenance and repair of the **insured premises** or (ii) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(3) resulting from the selling, serving or giving of any alcoholic beverage (i) in violation of any statute, ordinance or regulation, (ii) to a minor, (iii) to a person under the influence of alcohol or (iv) which causes or contributes to the intoxication of any person, if the **named insured** is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or, if not so engaged, is an owner or lessor of premises used for such purposes but only part (i) of this exclusion (b) (3) applies when the **named insured** is such an owner or lessor;

(4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(c) to **bodily injury**

(1) to the **named insured**, any partner therein, any tenant or other person regularly residing on the **insured premises** or any employee of any of the foregoing if the **bodily injury** arises out of and in the course of his employment therewith;

(2) to any other tenant if the **bodily injury** occurs on that part of the **insured premises** rented from the **named insured** or to any employee of such a tenant if the **bodily injury** occurs on the tenant's part of the **insured premises** and arises out of and in the course of his employment for the tenant;

(3) to any person while engaged in maintenance and repair of the **insured premises** or alteration, demolition or new construction at such premises;

(4) to any person if any benefits for such **bodily injury** are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest unless a premium charge is entered for sport activities in the policy with respect to Premises Medical Payments Coverage;

(d) to any **medical expense** for services by the **named insured**, any employee thereof or any person or organization under contract to the **named insured** to provide such services.

II. LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage stated in the declarations as applicable to "each person" is the limit of the company's liability for all **medical expense** for **bodily injury** to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all **medical expense** for **bodily injury** to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the declarations as applicable to "each accident".

When more than one medical payments coverage afforded by this policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

III. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"**insured premises**" means all premises owned by or rented to the **named insured** with respect to which the **named insured** is afforded coverage for **bodily injury** liability under this policy, and includes the ways immediately adjoining on land;

"**medical expense**" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

IV. POLICY PERIOD; TERRITORY

This insurance applies only to accidents which occur during the policy period within the United States of America, its territories or possessions, or Canada.

V. ADDITIONAL CONDITION

Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

AUTHENTIC

SQ 000013

This endorsement forms a part of the Policy to which attached, effective from its date of issue unless otherwise stated herein.
Insured

Name of Company
AEtna Insurance Company

Policy Number	End. No.	Date	
CG 24 30 28	1	4-12-79	Effective on and after 12:01 A. M. Standard Time.
ALWAYS REQUIRED			

The information above is required only when this endorsement is issued subsequent to the effective date of the Policy.

EXPLOSION, COLLAPSE OR UNDERGROUND PROPERTY

DAMAGE COVERAGE

In consideration of the additional advance premium indicated as applicable to the classification code(s) shown below, it is agreed that with respect to the designated location or job the policy exclusion for which a specific rate or premium increment is shown does not apply.

Designated Location or Job:

CLASSIF. CODE	ESTIMATED PAYROLL	EXCLUSIONS (Deleted only where Specific Rate Increment Shown.)				MINIMUM PREMIUM INCREMENT	ADVANCE PREMIUM
		Collapse Hazard Excl. Rate Increment	Explosion Hazard Excl. Rate Increment	Explosion & Collapse Hazard Exclusions Rate Increments	Underground Property Damage Hazard Excl. Rate Increment		
07313xc	55,000.				.864	22.MP Incl.	

Subject otherwise to all the terms, limits and conditions of the policy.

Roger A. Hacker
Authorized Agent

Form 2-650-342

SQ 000014

This endorsement forms a part of the Policy to which attached, effective from its date of issue unless otherwise stated herein.

Insured

☒ AETNA INSURANCE COMPANY
☐ AETNA FIRE UNDERWRITERS INSURANCE COMPANY
☐ CENTURY INDEMNITY COMPANY

POLICY NUMBER	END. NO.	DATE
CG 24 30 28	2	4-12-79

Effective on and after 12:01 A.M. Standard Time.

The information above is required only when this endorsement is issued subsequent to the effective date of the policy.

PREMIUM ADJUSTMENT ENDORSEMENT

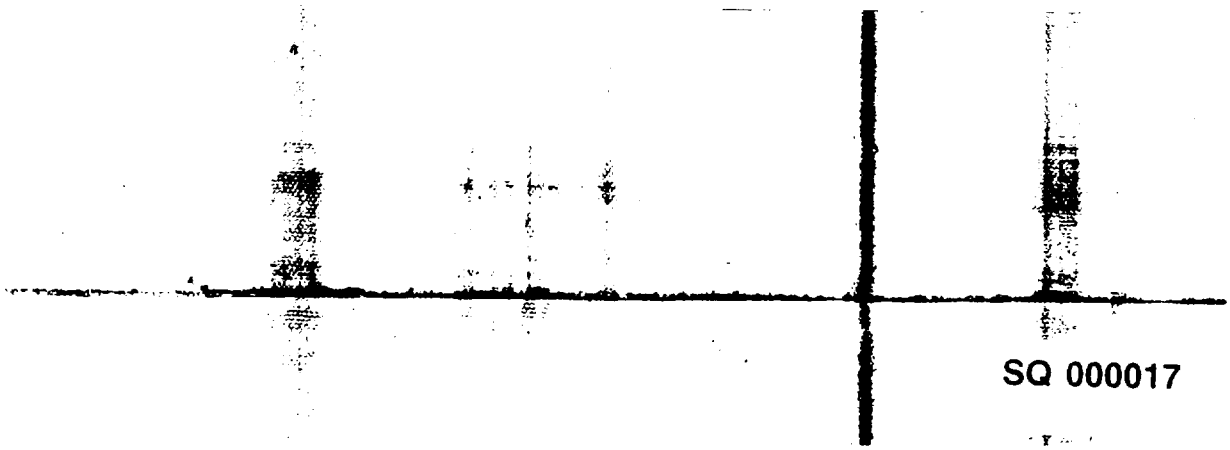
It is agreed that the estimated Premium is $ 3,067. and shall be paid as follows:

Date Payment Due	Workers Compensation	General Liability	Automobile	Other	Installment Charge	Total
Upon Delivery of Policy		1,023.				1,023.
6-12-79		511.				511.
8-12-79		511.				511.
10-12-79		511.				511.
12-12-79		511.				511.
						3,067.

Authorized Agent

Form 2-040-213 (3/77)

SQ 000016



aetna insurance company

CONTRACTORS' SCHEDULE OF CLASSIFICATIONS
PUBLIC LIABILITY

This schedule forms a part of Policy No. CG 24 30 28

issued to

by AEtna Insurance Company

CLASSIFICATION OF OPERATIONS	CODE NO.	PREMIUM BASES	RATES B.I.	RATES P.D.	ADVANCE PREMIUMS B.I.	ADVANCE PREMIUMS P.D.
		Est. Annual Remuneration	Per $100 Remuneration			
Air Conditioning, Heating or Refrigeration Systems or Combined Heating and Air Conditioning Systems – Including duct work and piping – installation, servicing or repair – including shop and retail stores or display rooms	17140					
Carpentry	17535					
Carpentry in the construction of detached private residences for occupancy by one or two families and private garages in connection therewith	15145					
Carpentry in the construction of dwellings not exceeding three stories in height and private garages in connection therewith	15145					
Carpentry – Interior	17525					
Cement, Concrete or Granolithic Floor Construction, Finishing or Surfacing	17745					
Concrete Block Construction – buildings	17741					
Concrete Construction – including foundations, making, setting up or taking down forms, scaffolds, falsework or concrete distributing apparatus	17745					
Conduit Construction – for cables or wires	16285xcu					
Contractors – construction or erection – executive supervisors exercising supervision through superintendents and foremen – no direct supervision	15192					
Contractors' Permanent Yards – maintenance or storage of equipment or material	42264					
Driveway, Parking Area or Sidewalk Construction, Paving or Repaving	16144					
Dry Wall or Wallboard Installation	17946					
Electrical Wiring – within buildings including installation or repair of fixtures or appliances	17315					
Excavation	15111xcu					
Grading of Land Terr. 014	07313xcu	55,000.	1.20	2.01	660.	1,106.
Iron or Steel Erection in the construction of dwellings not exceeding two stories in height	15121					
Iron or Steel Erection	15125					
Landscape Gardening	07311xcu					
Masonry Work	17425					
Painting Decorating or Paper Hanging – including shop operations	17235					
Plastering	17445					
Plumbing – gas, steam, hot water or other pipe fitting	17185u					
Roofing – all kinds – including yard employees	17625					
Sewer Mains or Connections Construction – including tunneling at street crossings	16225xcu					
Sheet Metal Work – erection, installation or repair – shop and outside	17615					
Street or Road Construction or Reconstruction – clearing of right-of-way, excavation, filling or grading, bridge or culvert building	16115xcu					
Street or Road Paving or Repaving, Surfacing or Resurfacing or Scraping	16125xcu					
Welding or Cutting	17785x					
			TOTAL PREMIUM THIS SCHEDULE		660.	1,106.
					Incl.	

SQ 000018

FORM 2-600-298

CG 24 20 28

Aetna Insurance Company

Terr. 014 × 55,000. 1.20 2.01 660. 1,106.

660. 1,106.
Incl.

COVERAGE PART

L 9259a
(Ed. 1-73)

COMPREHENSIVE GENERAL LIABILITY INSURANCE

For attachment to Policy No. CG 24 30 28 to complete said policy.

ADDITIONAL DECLARATIONS

Location of all premises owned by, rented to or controlled by the **named insured** (ENTER "SAME" IF SAME LOCATION AS ADDRESS SHOWN IN ITEM 1 OF DECLARATIONS)

See Premises Operations

Interest of **named insured** in such premises (CHECK BELOW)

☐ Owner ☐ General Lessee ☐ Tenant ☐ Other _____

Part occupied by **named insured** (ENTER BELOW)

The following discloses all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein.

SCHEDULE

General Liability Hazards

Description of Hazards	Code No.	Premium Bases	Rates B.I.	Rates P.B.	Advance Premiums Bodily Injury	Advance Premiums Property Damage
Premises - Operations M&C						
See Schedule 2-600-298 Attached					660.	1,106.
See Schedule L9300 Attached					188.	56.
Broad Form Property Damage (including completed operations)	99982					283.
Increase Limit Charge	99901				10.	45.
		f) Farm (a) Area (Sq. Ft.) (b) Frontage (c) Remuneration (d) Receipts (e) Units (f) Admissions	f) Per (a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per $100 of Remuneration (d) Per $100 of Receipts (e) Per Unit (f) Per 100 Admissions			
Escalators (Number at Premises)		Number Insured	Per Landing			
Independent Contractors		Cost	Per $100 of Cost			
Completed Operations		(a) Receipts	(a) Per $1,000 of Receipts			
Products		(b) Sales	(b) Per $1,000 of Sales			
Grading of Land	07313	181,000.	.868	.825	157.	149.
				Total Advance B.I. and P.B. Premiums	$1,015.	$1,639.

When used as a premium basis:

1. **"admissions"** means the total number of persons, other than employees of the **named insured**, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
2. **"cost"** means the total cost to the **named insured** with respect to operations performed for the **named insured** during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
3. **"receipts"** means the gross amount of money charged by the **named insured** for such operations by the **named insured** or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the **named insured** collects as a separate item and remits directly to a governmental division;
4. **"remuneration"** means the entire remuneration earned during the policy period by proprietors and by all employees of the **named insured**, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;
5. **"sales"** means the gross amount of money charged by the **named insured** or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the **named insured** and such others collect as a separate item and remit directly to a governmental division.

SQ 000020

(over)

I. COVERAGE A—BODILY INJURY LIABILITY
COVERAGE B—PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as damages because of

A. **bodily injury** or

B. **property damage**

to which this insurance applies, caused by an **occurrence**, and the company shall have the right and duty to defend any suit against the **insured** seeking damages on account of such **bodily injury** or **property damage**, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

(a) to liability assumed by the **insured** under any contract or agreement except an **incidental contract**; but this exclusion does not apply to a warranty of fitness or quality of the **named insured's products** or a warranty that work performed by or on behalf of the **named insured** will be done in a workmanlike manner;

(b) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of
(1) any **automobile** or aircraft owned or operated by or rented or loaned to any **insured**, or
(2) any other **automobile** or aircraft operated by any person in the course of his employment by any **insured**;
but this exclusion does not apply to the parking of an **automobile** on premises owned by, rented to or controlled by the **named insured** or the ways immediately adjoining, if such **automobile** is not owned by or rented or loaned to any **insured**;

(c) to **bodily injury** or **property damage** arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any **mobile equipment** while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;

(d) to **bodily injury** or **property damage** arising out of and in the course of the transportation of **mobile equipment** by an **automobile** owned or operated by or rented or loaned to any **insured**;

(e) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of
(1) any watercraft owned or operated by or rented or loaned to any **insured**, or
(2) any other watercraft operated by any person in the course of his employment by any **insured**;
but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the **named insured**;

(f) to **bodily injury** or **property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

(g) to **bodily injury** or **property damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
(1) liability assumed by the **insured** under an **incidental contract**, or
(2) expenses for first aid under the Supplementary Payments provision;

(h) to **bodily injury** or **property damage** for which the **insured** or his indemnitee may be held liable
(1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
(2) if not so engaged, as an owner or lessor of premises used for such purposes,
if such liability is imposed
(i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
(ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;
but part (ii) of this exclusion does not apply with respect to liability of the **insured** or his indemnitee as an owner or lessor described in (2) above;

(i) to any obligation for which the **insured** or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(j) to **bodily injury** to any employee of the **insured** arising out of and in the course of his employment by the **insured** or to any obligation of the **insured** to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the **insured** under an **incidental contract**;

(k) to **property damage** to
(1) property owned or occupied by or rented to the **insured**,
(2) property used by the **insured**, or
(3) property in the care, custody or control of the **insured** or as to which the **insured** is for any purpose exercising physical control;
but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to **property damage** (other than to **elevators**) arising out of the use of an **elevator** at premises owned by, rented to or controlled by the **named insured**;

(l) to **property damage** to premises alienated by the **named insured** arising out of such premises or any part thereof;

(m) to loss of use of tangible property which has not been physically injured or destroyed resulting from
(1) a delay in or lack of performance by of on behalf of the **named insured** of any contract or agreement, or
(2) the failure of the **named insured's products** or work performed by or on behalf of the **named insured** to meet the level of performance, quality, fitness or durability warranted or represented by the **named insured**;
but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the **named insured's products** or work performed by or on behalf of the **named insured** after such products or work have been put to use by any person or organization other than an **insured**;

(n) to **property damage** to the **named insured's products** arising out of such products or any part of such products;

(o) to **property damage** to work performed by or on behalf of the **named insured** arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the **named insured's products** or work completed by or for the **named insured** or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

(q) to **property damage** included within:
(1) the **explosion hazard** in connection with operations identified in this policy by a classification code number which includes the symbol "x",
(2) the **collapse hazard** in connection with operations identified in this policy by a classification code number which includes the symbol "c",
(3) the **underground property damage hazard** in connection with operations identified in this policy by a classification code number which includes the symbol "u".

II. PERSONS INSURED

Each of the following is an **insured** under this insurance to the extent set forth below:

(a) if the **named insured** is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the **named insured** with respect to the conduct of such a business;

(b) if the **named insured** is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(c) if the **named insured** is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

(d) any person (other than an employee of the **named insured**) or organization while acting as real estate manager for the **named insured**; and

(e) with respect to the operation, for the purpose of locomotion upon a public highway, of **mobile equipment** registered under any motor vehicle registration law,
(i) an employee of the **named insured** while operating any such equipment in the course of his employment, and
(ii) any other person while operating with the permission of the **named insured** any such equipment registered in the name of the **named insured** and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;
provided that no person or organization shall be an **insured** under this paragraph (e) with respect to:
(1) **bodily injury** to any fellow employee of such person injured in the course of his employment, or
(2) **property damage** to property owned by, rented to, in charge of or occupied by the **named insured** or the employer of any person described in subparagraph (ii).

This insurance does not apply to **bodily injury** or **property damage** arising out of the conduct of any partnership or joint venture of which the **insured** is a partner or member and which is not designated in this policy as a **named insured**.

III. LIMITS OF LIABILITY

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**, or (3) claims made or suits brought on account of **bodily injury** or **property damage**, the company's liability is limited as follows:

Coverage A—The total liability of the company for all damages, including damages for care and loss of services, because of **bodily injury** sustained by one or more persons as the result of any one **occurrence** shall not exceed the limit of **bodily injury** liability stated in the declarations as applicable to "each **occurrence**".

Subject to the above provision respecting "each **occurrence**", the total liability of the company for all damages because of (1) all **bodily injury** included within the **completed operations hazard** and (2) all **bodily injury** included within the **products hazard** shall not exceed the limit of **bodily injury** liability stated in the declarations as "aggregate".

Coverage B—The total liability of the company for all damages because of all **property damage** sustained by one or more persons or organizations as the result of any one **occurrence** shall not exceed the limit of **property damage** liability stated in the declarations as applicable to "each **occurrence**".

Subject to the above provision respecting "each **occurrence**", the total liability of the company for all damages because of all **property damage** to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of **property damage** liability stated in the declarations as "aggregate"
(1) all **property damage** arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including **property damage** for which liability is assumed under any **incidental contract** relating to such premises or operations, but excluding **property damage** included in subparagraph (2) below;
(2) all **property damage** arising out of and occurring in the course of operations performed for the **named insured** by independent contractors and general supervision thereof by the **named insured**, including any such **property damage** for which liability is assumed under any **incidental contract** relating to such operations, but this subparagraph (2) does not include **property damage** arising out of maintenance or repairs at premises owned by or rented to the **named insured** or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
(3) all **property damage** included within the **products hazard** and all **property damage** included within the **completed operations hazard**.

Such aggregate limit shall apply separately to the **property damage** described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2) separately with respect to each project away from premises owned by or rented to the **named insured**.

Coverages A and B—For the purpose of determining the limit of the company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **occurrence**.

IV. POLICY TERRITORY

This insurance applies only to **bodily injury** or **property damage** which occurs within the **policy territory**.

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

LIABILITY

L 9235
(Ed. 7-78)

GL 00 19 (Ed. 7-78)

GENERAL LIABILITY
AMENDATORY ENDORSEMENT—ADDITIONAL DEFINITION

This endorsement, effective (12:01 A. M., standard time), forms a part of policy No.

issued to

by

Authorized Representative

It is agreed that the following definition is added:

"loading or unloading", with respect to an **automobile**, means the handling of property after it is moved from the place where it is accepted for movement into or onto an **automobile** or while it is in or on an **automobile** or while it is being moved from an **automobile** to the place where it is finally delivered, but "loading or unloading" does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the **automobile**.

AUTHENTIC

SQ 000022

(Th ng Clause need be completed only when this endorsement is issued subsequent to preparation ne policy.)

LIABILITY

L 6139
(Ed. 1-76)

G 533

AMENDMENT OF TERMINATION PROVISIONS

(Illinois)

This endorsement, effective (12:01 A. M., standard time), forms a part of policy No.

issued to

by

Authorized Representative

It is agreed that:

A. The first paragraph of the "Cancellation" Condition is replaced by the following:

This policy may be cancelled by the Named Insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective.

This policy may be cancelled by the company by mailing to the named insured at the last mailing address known by the company, written notice stating when thereafter such cancellation shall be effective. If the policy is cancelled by the company due to the failure of the named insured to discharge when due any of his obligations in connection with the payment of premium or any installment of such premium that is payable directly to the company or its agent, written notice of cancellation must be mailed at least ten days prior to the effective date of such cancellation. However, if the policy is cancelled by the company for any reason other than nonpayment of premium, written notice of cancellation must be mailed:

1. at least thirty days prior to the effective date of cancellation if the policy has been in force for 181 days or more, or
2. at least fifteen days prior to the effective date of cancellation if the policy has been in force for 180 days or less.

The mailing of notice as aforesaid shall be sufficient proof of notice.

The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period.

B. The following Condition is added:

Renewal

If the company elects not to renew this policy, it shall mail to the named insured at the last mailing address known by the company, written notice of such nonrenewal not less than thirty days prior to the expiration date; provided that, notwithstanding the failure of the company to comply with the foregoing provisions of this paragraph, this policy shall terminate

1. on such expiration date, if
   (a) the named insured has failed to discharge when due any of his obligations in connection with the payment of premium or any installment of such premium that is payable directly to the company or its agent, or
   (b) the company has by any means manifested its willingness to renew directly to the named insured, or
   (c) the named insured has notified the company or its agent that he does not wish this policy to be renewed, or
2. on the effective date of any other insurance policy procured by the insured as a replacement for this policy.

The mailing of notice as aforesaid shall be sufficient proof of notice.

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SQ 000023

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HARTFORD, CONNECTICUT

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(f) except insofar as coverage is provided in the underlying herein, to **personal injury** or **property damage** arisin maintenance, operation or use, including loading or unl

(g) to **property damage** (1) to property owned by the ins products or containers thereof manufactured, sold, handle completed by or for the **insured**, out of which the occurr erty rented to, occupied or used by or in the care, custody to the extent the **insured** is under contract to provide ins

(h) to damages claimed for the withdrawal, inspection, repair use of the **named insured's** products or work complete insured or of any property of which such products or w products, work or property are withdrawn from the mark

NAME OF INSURED

EXPIRES

AGENT

UMBRELLA LIABILITY POLICY

ÆTNA INSURANCE COMPANY
ÆTNA INSURANCE COMPANY

ÆTNA INSURANCE COMPANY
HARTFORD, CONNECTICUT
06115

ÆTNA INSURANCE COMPANY
ÆTNA INSURANCE COMPANY

FOR A COMPLETE, UP-TO-DATE

Insurance Program

See Your

ÆTNA INSURANCE COMPANY

REPRESENTATIVE

SQ 000024

ÆTNA INSURANCE COMPANY

ÆTNA INSURANCE COMPANY
HARTFORD, CONNECTICUT

(A stock insurance Company, herein called the company)

Agrees with the **named insured** in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to all the terms of this policy:

INSURING AGREEMENTS

I. **COVERAGE**—To pay on behalf of the **insured** the **ultimate net loss** in excess of the **retained limit** which the **insured** shall become legally obligated to pay as damages because of **personal injury, property damage** or **advertising liability** to which this policy applies, caused by an **occurrence.**

II. **SUPPLEMENTARY PAYMENTS**—With respect to any **occurrence** covered by this policy, and which is not covered by any underlying coverage described in the schedule of underlying insurance nor any other valid and collectible insurance the company shall:

(a) defend any suit against the **insured** alleging such **personal injury, property damage** or **advertising liability** and seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient;

(b) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended suit and the cost of bail bonds required of the **insured** in the event of **automobile occurrence** or traffic law violation, but without any obligation to apply for or furnish any such bonds;

(c) pay all expenses incurred by the company, all costs taxed against the **insured** in any such suit and all interest accruing after entry of judgment until the company has paid or tendered or deposited in court such part of such judgment as does not exceed the limit of the company's liability thereon;

(d) reimburse the **insured** for all reasonable expenses, other than loss of earnings, incurred at the company's request in assisting the company in the investigation or defense of any claim or suit.

With respect to any **occurrence** to which underlying insurance does apply:

(a) this policy does not apply to defense, investigation, settlement or legal expenses covered by underlying insurance;

(b) in the event that the limits of liability of the underlying insurance are exhausted by an **occurrence,** the company shall be obligated to assume charge of the settlement or defense of any claim or proceeding against the **insured** resulting from the same **occurrence.**

Any amount payable by the company under this insuring agreement, except settlement of claims or suits, is in addition to the **ultimate net loss.**

In jurisdictions where the company may be prevented by law or otherwise from carrying out this agreement, the company shall pay any expense incurred with its written consent in accordance with this agreement.

The **insured** shall promptly reimburse the company for any amount of **ultimate net loss** paid on behalf of the **insured** within the Self Insured Retention stated in Item 4 of the declarations.

III. **LIMIT OF LIABILITY**—The company's liability in excess of the **retained limit,** with respect to **each occurrence,** shall not exceed the amount stated in Item 3 of the declarations.

Regardless of the number of persons and organizations who are **insureds** under this policy and regardless of the number of claims made and suits brought against any or all **insureds,** the total limit of the company's liability for **ultimate net loss** resulting from any one **occurrence** shall be the **occurrence** limit stated in the declaration; provided, however, that the company's liability shall be further limited to the amount stated as the aggregate limit in the declarations with respect to all **ultimate net loss** caused by one or more **occurrences,** during each annual period, while this policy is in force commencing from its effective date and arising out of any hazard for which an aggregate limit of liability applies in the underlying policies scheduled or listed herein.

EXCLUSIONS

THIS POLICY SHALL NOT APPLY:

(a) to any obligation for which the **Insured** or any of his insurers may be held liable under any workmen's or unemployment compensation, disability benefits or similar law;

(b) to **personal injury** or **property damage:**

(1) with respect to which an **insured** under the policy is also an **insured** under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an **insured** under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization;

(c) to **personal injury** or **property damage** resulting from the hazardous properties of nuclear material, if

(1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an **insured** or (b) has been discharged or dispersed therefrom;

(2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **insured**; or

(3) the **personal injury** or **property damage** arises out of the furnishing by an **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such nuclear facility and any property thereat.

As used in exclusions b & c only:

"hazardous properties" include radioactive, toxic or explosive properties;
"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and **"byproduct material"** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means:

a. any nuclear reactor,

b. any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

c. any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

d. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

F. S. Watkins

President

UMBRELLA
LIABILITY POLICY
PROVISIONS

CONTRACT
SECTION

SQ 000025

Insert Declarations page here so that top edge butts against fold of Contract, and permits policy number to appear through window. ATTACH ENDORSEMENTS, IF ANY, TO TOP BACK OF DECLARATIONS.

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"**property damage**" includes all forms of radioactive contamination of property;

(d) except with respect to **occurrences** taking place in the United States of America, its territories or possessions or Canada, to **personal injury** or **property damage**, directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority;

(e) to loss of use of tangible property which has not been physically injured or destroyed resulting from:

(1) a delay in or lack of performance by or on behalf of the **named insured** of any *contract or agreement, or*

(2) the failure of the **named insured's** products or work performed by or on behalf of the **named insured** to meet the level of performance, quality, fitness or durability warranted or represented by the **named insured**;

but this exclusion does not apply to loss of use of other tangible property *resulting from the sudden and accidental physical injury to or destruction* of the **named insured's** products or work performed by or on behalf of the **named insured** after such products or work have been put to use by any person or organization other than an **insured**;

(f) except insofar as coverage is provided in the underlying insurance as scheduled herein, to **personal injury** or **property damage** arising out of the ownership, maintenance, operation or use, including loading or unloading of any *aircraft*;

(g) to **property damage** (1) to property owned by the **insured** or (2) any goods, products or containers thereof manufactured, sold, handled or distributed, or work completed by or for the **insured**, out of which the **occurrence** arises; or (3) property rented to, occupied or used by or in the care, custody or control of the **insured** to the extent the **insured** is under contract to provide insurance therefor;

(h) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the **named insured's** products or work completed by or for the **named insured** or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

(i) to damages arising out of advertising offense for (1) failure of performance of written contract, (2) infringement of registered trade mark, service mark or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans, (3) incorrect description of any article or commodity, or (4) mistake in advertised price;

(j) to damages arising out of the ownership, maintenance, operation, use, loading or unloading of any **automobile** while used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity;

(k) to damages arising out of the discharge, dispersal, release or escape of smoke, *vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials* or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

DEFINITIONS

a. "**advertising liability**" means liability arising out of the named insured's advertising activities for:

(1) Libel, slander or defamation,

(2) Infringement of copyright or of title or of slogan (other than a patent),

(3) Piracy or unfair competition or idea misappropriation under an implied contract,

(4) Invasion of right of privacy,

committed or alleged to have been committed during the policy period;

b. "**aircraft**" means any heavier-than-air or lighter-than-air **aircraft** designed to transport persons or property;

c. "**automobile**" means a land motor vehicle, trailer or semi-trailer;

d. "**completed operations hazard**" means **personal injury** and **property damage** arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the **personal injury** or **property damage** occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the **named insured**. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

(1) when all operations to be performed by or on behalf of the **named insured** under *the contract have been completed,*

(2) when all operations to be performed by or on behalf of the **named insured** at the site of the operations have been completed, or

(3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another *contractor or subcontractor engaged in performing operations for a principal as a* part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The **completed operations hazard** does not include **personal injury** or **property damage** arising out of:

(a) operations in connection with the transportation of property, unless the **personal injury** or **property damage** arises out of a condition in or on a vehicle created by the loading or unloading thereof, or

(b) the existence of tools, uninstalled equipment or abandoned or unused materials;

e. The unqualified word "**insured**" means the **named insured** and also:

(1) except with respect to the ownership, maintenance or use, including loading or unloading of **automobiles** while away from premises owned by, rented or controlled by the **named insured** or the ways immediately adjoining; (a) any executive officer, other employee, director or stockholder of the **named insured** thereof while acting within the scope of his duties as such; (b) any person or organization while acting as real estate manager for the **named insured**;

(2) if the **named insured** is designated in the declarations as a partnership or joint venture, any partner or member thereof but only with respect to his liability as such;

(3) any other person or organization who is an **insured** under any policy of underlying insurance, as scheduled in the declarations of this policy, subject to all the limitations upon coverage under such policy other than the limits of the underlying insurer's liability;

f. "**named insured**" means the person or organization named in the declarations and includes any subsidiary thereof and any other organization coming under the **named insured's** control of which it assumes active management;

g. "**occurrence**" means an accident, including continuous or repeated exposure to conditions, which results, during the policy period, in **personal injury, property damage** or **advertising liability** neither expected nor intended from the standpoint of the **insured**.

With respect to **personal injury** and **property damage**, all such exposure to substantially the same general conditions existing at or emanating from one location or source shall be deemed one **occurrence**.

With respect to **advertising liability**, all **ultimate net loss** arising out of any advertisement, publicity article, broadcast or telecast or any combination thereof involving the same injurious material or act, regardless of the frequency of repetition thereof or the number or kind of media used, whether claim is made by one or more persons, shall be deemed to arise out of one **occurrence**;

h. "**personal injury**" means:

(1) bodily injury, shock, mental anguish, sickness or disease, including death at any time resulting therefrom,

(2) false arrest, detention or imprisonment, or malicious prosecution,

(3) the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the **named insured**,

(4) wrongful entry or eviction, or other invasion of the right of private occupancy,

(5) except where prohibited by law, racial or religious discrimination not committed by or on behalf of the **insured**;

i. "**products hazard**" means **personal injury** and **property damage** arising out of the **named insured's** products or reliance upon a representation or warranty made at any time with respect thereto, but only if the **personal injury** or **property damage** occurs *away from premises owned by or rented to the named insured and after physical* possession of such products has been relinquished to others;

j. "**property damage**" means:

(1) physical injury to or destruction of tangible property, including the loss of use thereof at any time resulting therefrom, or

(2) *loss of use of tangible property which has not been physically injured or destroyed* provided such loss of use is caused by an **occurrence**;

k. "**retained limit**" means the greater of:

(1) the total of the applicable limits of the policies indicated in the schedule of underlying insurance, plus the applicable limits of any other valid and collectible insurance; or

(2) the amount stated as the Self Insured Retention in Item 4 of the declarations as the result of any one **occurrence**, if the insurance afforded by the underlying insurance is inapplicable to such **occurrence**;

l. "**ultimate net loss**" means the sum actually paid or payable in cash in the settlement or satisfaction of any claim or suit for which the **insured** is liable either by adjudication or settlement with the written consent of the company, after making proper deduction for all recoveries and salvages collectible, but excludes all loss expenses and legal expenses (including attorneys' fees, court costs, and interest on any judgment or award) and all salaries of employees and office expenses of the **insured**, the company or any underlying insurer so incurred.

SQ 000026

CONDITIONS

1. **PREMIUM.** The premium for this policy is stated in the declarations.

2. **INSPECTION AND AUDIT.** The company shall be permitted but not obligated to inspect the **named insured's** property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the **named insured** or others, to determine or warrant that such property or operations are safe.

The company may examine and audit the **named insured's** books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. **INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT.** (a) Whenever it appears that an **occurrence** is likely to involve payment under this policy, written notice thereof shall be given to the company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the **insured** and also reasonably obtainable information respecting the time, place and circumstances of the **occurrence**, the names and addresses of the injured and of available witnesses. (b) When in the judgment of the company an **occurrence** may involve damages in excess of the applicable underlying limit, the company may elect at any time to participate with the **insured** and the underlying insurers in the investigation, settlement and defense of all claims and suits in connection therewith, in such event the **insured** and the company shall cooperate fully. (c) The **insured** shall cooperate with the underlying insurers as required by the terms of the underlying insurance and comply with all the terms and conditions thereof, and shall enforce any right of contribution or indemnity against any person or organization who may be liable to the **insured** because of **personal injury, property damage** or **advertising liability** with respect to which insurance is afforded under this policy or the underlying policies.

4. **APPEALS.** In the event the **insured** or the **insured's** underlying insurer elects not to appeal a judgment in excess of the **retained limit**, the company may elect to make such appeal at its cost and expense, and shall be liable, in addition to the applicable limit of liability, for the taxable costs and disbursements and interest incidental thereto, but in no event shall the liability of the company for **ultimate net loss** exceed the amount herein applicable to any one **occurrence** plus the cost and expenses of such appeal.

5. **LOSS PAYABLE.** The company's liability under this policy for **ultimate net loss** with respect to any **occurrence** shall not attach until the amount of the applicable **retained limit** has been paid by or on behalf of the insured on account of such **occurrence**. The **insured** shall make claim for any loss under this policy as soon as practicable after:

(a) the **insured** shall have paid **ultimate net loss** in excess of the applicable **retained limit** with respect to any **occurrence**, or

) the **insured's** obligation to pay such amounts shall have been finally determined either by judgment against the **insured** after actual trial or by written agreement of the **insured**, the claimant and the company.

Claim for any subsequent payments made by the **insured** on account of the same **occurrence** shall be similarly made. All losses covered by this policy shall be due and payable by the company within thirty days after they are respectively claimed and proven in accordance with the terms of this policy.

6. **ACTION AGAINST COMPANY.** No action shall lie against the company unless, as a condition precedent thereto, the **insured** shall have fully complied with all the terms of this policy, nor until the amount of the **insured's** obligation to pay shall have been finally determined either by judgment against the **insured** after actual trial or by written agreement of the **insured**, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the **insured** to determine the **insured's** liability, nor shall the company be impleaded by the **insured** or his legal representative.

7. **BANKRUPTCY OR INSOLVENCY.** Bankruptcy or insolvency of the **insured** shall not relieve the company of any of its obligations hereunder.

8. **ASSIGNMENT.** Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the **insured** shall die or be adjudged bankrupt or insolvent within the policy period, this policy, unless cancelled, shall cover the **insured's** legal representative, as the **named insured** but only while acting within the scope of his duties as such.

9. **OTHER INSURANCE.** The insurance afforded by this policy shall be excess insurance over any other valid and collectible insurance available to the **insured**, whether or not described in the Schedule of Underlying Insurance Policies, (except insurance purchased to apply in excess of the sum of the **retained limit** and the limit of liability hereunder) and applicable to any part of **ultimate net loss**, whether such other insurance is stated to be primary, contributing, excess or contingent.

10. **SUBROGATION.** The company shall be subrogated to the extent of any payment hereunder to all the **insured's** rights of recovery therefor; and the **insured** shall do everything necessary to secure such rights. Any amount so recovered shall be apportioned as follows:

Any interest (including the **insured's**) having paid an amount in excess of the **retained limit** plus the limit of liability hereunder shall be reimbursed first to the extent of actual payment. The company shall be reimbursed next to the extent of its actual payment hereunder. If any balance then remains unpaid, it shall be applied to reimburse the **insured** or any underlying insurer, as their interests may appear. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by the company, it shall bear the expenses thereof.

11. **CHANGES.** Notice to or knowledge of any agent or other person shall not effect a waiver or change in any part of this policy nor estop the company from asserting any right under it, nor shall the term of this policy be waived or changed except by endorsement hereon.

12. **CANCELLATION.** This policy may be cancelled by the **named insured** by surrender thereof to the company or any of its authorized agents, or by mailing to the company written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the company by mailing to the **named insured** at the address shown in this policy written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice, and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the **named insured** or by the company shall be equivalent to mailing. If the **named insured** cancels earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. The check of the company or its representative, mailed or delivered, shall be sufficient tender of any refund due the **named insured**.

If this policy insures more than one **named insured**, cancellation may be effected by the first of such **named insureds** for the account of all **insureds**, notice of cancellation by the company to such first **named insured** shall be notice to all **insureds**. Payment of any unearned premium to such first **named insured** shall be for the account of all interests therein.

13. **MAINTENANCE OF UNDERLYING INSURANCE.** It is warranted by the **insured** that the underlying policies listed in the Schedule of Underlying Insurance or renewals or replacements thereof not more restricted, shall be maintained in force during the currency of this policy, except for any reduction of the aggregate limits contained therein solely by payment of claims arising out of **occurrences** taking place during the period of this policy. In the event of failure by the **insured** so to maintain such policies in force or to meet all conditions and warranties subsequent to loss under such policies, the insurance afforded by this policy shall apply in the same manner it would have applied had such policies been so maintained in force. Notice of exhaustion of underlying insurance shall be given the company within 30 days of such exhaustion.

NEW YORK–It is agreed that the provisions of the "Nuclear Energy Liability Exclusion Endorsement—Broad Form", printed above, do not apply in New York with respect to any Automobile Bodily Injury Liability and Automobile Property Damage Liability coverage afforded by this policy.

In Witness whereof, the company has caused this policy to be signed by its president and a secretary at Hartford, Connecticut, and countersigned on the declarations page by a duly authorized representative of the company.

Secretary

President

SQ 000027

UMBRELLA LIABILITY POLICY

Use with Contract Section to complete

ORIGINAL

Item	DECLARATIONS	POLICY NUMBER	UL 95 19 47	RENEWAL OF	NEW
1.	Named Insured ADDRESS: (Number & Street, Town, County, State & Zip No.)		SAUGET & COMPANY AND M.T.S., INC. 2700 MONSANTO AVENUE SAUGET, ILLINOIS 62206		
2.	Policy Period 12:01 A.M., Standard Time at the Address of the Named Insured as Stated Herein:	From:	4-12-79	To:	4-12-80
	AUTHORIZED REPRESENTATIVE:	NAME AND CODE NO.	HACKETT MAC DONALD & ASSOC. 39-20037		

Aetna Insurance Company
HARTFORD, CONNECTICUT

ITEM 3 Policy Limit	ITEM 4 Self Insured Retention	ITEM 5 Premium
$ 1,000,000. Each Occurrence	$ 25,000. Each Occurrence	$ 800.
$ 1,000,000. Aggregate		

Premium Payable:
$ 800. in advance, $ -- on the first anniversary and $ -- on the second anniversary.

ITEM 6 In the event of cancellation by the named insured, the Aetna shall receive and retain not less than $ 250. as the minimum premium.

ITEM 7 (Schedule of Underlying Insurance)

Line of Insurance	Insurer	Limits of Liability: Bodily Injury	Limits of Liability: Property Damage
COMPREHENSIVE GENERAL LIABILITY	AETNA INS. CO.	500,000/ 500,000.	500,000/ 500,000.
COMPREHENSIVE AUTOMOBILE LIABILITY	" " "	1,000,000. C.S.L.	
EMPLOYER'S LIABILITY	" " "	COV. B - 500,000.	

ITEM 8 Business of the NAMED INSURED: TRUCKMAN, LANDFILL, FARMING, LANDLORD

ITEM 9 The NAMED INSURED is: ☐ Individual; ☐ Partnership; ☒ Corporation; ☐ Joint Venture; ☐ Other _____

SQ 000028

Form Numbers of Endorsements Forming Part of Policy at Issue: 2-650-478A, 2-650-503B,

EK

Countersigned by Roger L. Hacker
Authorized Representative
HACKETT, MAC DONALD & ASSOC.

Form 1-650-242B (Rev. 3-75) Printed in U.S.A.

This endorsement forms a part of the Policy to which attached, effective from its date of issue unless otherwise stated herein.

Insured

AETNA INSURANCE COMPANY

Policy Number	End. No.	Date
UL 95 19 47 ALWAYS REQUIRED	1	Effective on and after 12:01 A. M. Standard Time.

The information above is required only when this endorsement is issued subsequent to the effective date of the policy.

CONTRACTOR'S LIMITATION ENDORSEMENT

A. Except insofar as coverage is provided in the underlying insurance, at the limits specified in the Declarations of this policy, this policy shall not apply to:

1. Property damage arising out of;

   a) blasting or explosion, other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or
   b) the collapse of or structural injury to any building or structure due to
      I. grading of land, excavating, burrowing, filling or back-filling, tunneling, pile driving, cofferdam work or caisson work, or
      II. moving, shoring, underpinning, raising or demolition of any building or structural or removal or rebuilding of any structural support thereof.

2. Property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property and any apparatus in connection therewith beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, back-filling or pile driving and property damage to any other property at any time resulting therefrom.

3. Liability assumed under contract.

4. To property damage

   a) to property occupied by or rented to the insured, or, except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping,
   b) except with respect to liability under a written sidetrack agreement or the use of elevators to
      I. property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured,
      II. tools or equipment while being used by the insured in performing his operations,
      III. property in the custody of the insured which is to be installed, erected or used in construction by the insured,
      IV. that particular part of any property, not on premises owned by or rented to the insured,
         (i) upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations, or
         (ii) out of which any property damage arises, or
         (iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured;

5. With respect to the completed operations hazard to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith.

B. It is further agreed that no coverage is provided for any liability arising out of any:

1. Joint venture, unless the named insured is indicated as a joint venture,
2. Project insured under a "wrap-up" rating plan.

SQ 000029

Subject otherwise to all the terms, limits and conditions of the Policy.

If attached after issuance of Policy, not valid until countersigned by an authorized agent of the Company.

Roger D. Hacker

Authorized Agent

SQ 000030

This endorsement forms a part of the Policy to which attached, effective from its date of issue unless otherwise stated herein.

Insured

☒ AETNA INSURANCE COMPANY

☐ AETNA FIRE UNDERWRITERS INSURANCE COMPANY ☐ CENTURY INDEMNITY COMPANY

Policy Number	End. No.	Date
UL 95 19 47	2	Effective on and after 12:01 A. M. Standard Time.
ALWAYS REQUIRED		

The information above is required only when this endorsement is issued subsequent to the effective date of the Policy.

ILLINOIS ENDORSEMENT

For Umbrella Liability Policy

It is understood and agreed that Definition "f." is amended to read as follows:

f. The "named insured" means the person or organization named in the declarations and includes any subsidiary thereof and any other organization of which the named insured holds the majority financial interest and of which it assumes active management.

Subject otherwise to all the terms, limits and conditions of the Policy.

If attached after issuance date of Policy, not valid until countersigned by an authorized agent of the Company.

Roger R. Martin

Authorized Agent

Form 2-650-478a (10/73) Pri U.S.A.

CG 016730

A STOCK COMPANY

Ætna Insurance Company

HARTFORD, CONNECTICUT

tangible prop- therefrom. "Underground property damage" means proper
se thereof at conduits, pipes, mains, sewers, tanks, tunnels, any simi'
which has apparatus in connection therewith, beneath the surface

CASUALTY COVER

ÆTNA INSURANCE COMPANY

HACKETT, MacDONALD & ASSOCIATES
ALL FORMS OF INSURANCE
524 BUSSE HIGHWAY, P.O. BOX 435
PARK RIDGE, ILL. 60068
CHICAGO 775-7417
SUBURB 825-0111, AREA CODE 312

ÆTNA INSURANCE COMPANY
HARTFORD, CONNECTICUT
06115

ÆTNA INSURANCE COMPANY

FOR A COMPLETE, UP-TO-DATE

Insurance Program

See Your

ÆTNA INSURANCE COMPANY

REPRESENTATIVE

SQ 000031

AETNA INSURANCE COMPANY

HARTFORD, CONNECTICUT

(A stock insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the **named insured** as follows:

DEFINITIONS

'hen used in this policy (including endorsements forming a part hereof):

automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include **mobile equipment;**

"**bodily injury**" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"**collapse hazard**" includes "structural property damage" as defined herein and **property damage** to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The **collapse hazard** does not include **property damage** (1) arising out of operations performed for the **named insured** by independent contractors, or (2) included within the **completed operations hazard** or the **underground property damage hazard**, or (3) for which liability is assumed by the **insured** under an **incidental contract;**

"**completed operations hazard**" includes **bodily injury** and **property damage** arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the **named insured.** "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

(1) when all operations to be performed by or on behalf of the **named insured** under the contract have been completed,

(2) when all operations to be performed by or on behalf of the **named insured** at the site of the operations have been completed, or

(3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correc-n, repair or replacement because of any defect or deficiency, but which are ıerwise complete, shall be deemed completed.

The **completed operations hazard** does not include **bodily injury** or **property damage** arising out of

(a) operations in connection with the transportation of property, unless the **bodily injury** or **property damage** arises out of a condition in or on a vehicle created by the loading or unloading thereof,

(b) the existence of tools, uninstalled equipment or abandoned or unused materials, or

(c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

"**elevator**" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an **automobile** servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"**explosion hazard**" includes **property damage** arising out of blasting or explosion. The **explosion hazard** does not include **property damage** (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the **named insured** by independent contractors, or (3) included within the **completed operations hazard** or the **underground property damage hazard**, or (4) for which liability is assumed by the **insured** under an **incidental contract;**

"**incidental contract**" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) side-track agreement, or (5) **elevator** maintenance agreement;

"**insured**" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each **insured** against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"**mobile equipment**" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the **named insured**, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"**named insured**" means the person or organization named in Item 1. of the declarations of this policy;

"**named insured's products**" means goods or products manufactured, sold, handled or distributed by the **named insured** or by others trading under his name, including any container thereof (other than a vehicle), but "**named insured's products**" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"**occurrence**" means an accident, including continuous or repeated exposure to conditions, which results in **bodily injury** or **property damage** neither expected nor intended from the standpoint of the **insured;**

"**policy territory**" means:

(1) the United States of America, its territories or possessions, or Canada, or

(2) international waters or air space, provided the **bodily injury** or **property damage** does not occur in the course of travel or transportation to or from any other country, state or nation, or

(3) anywhere in the world with respect to damages because of **bodily injury** or **property damage** arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"**products hazard**" includes **bodily injury and property damage** arising out of the **named insured's products** or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs away from premises owned by or rented to the **named insured** and after physical possession of such products has been relinquished to others;

, or operated
or dispersed

: at any time
l or disposed

nishing by an
nnection with
f any **nuclear**
ed States of
exclusion (3)
and any

or **special nuclear material** if at any time the
terial in the custody of the **insured** at the premises
or device is located consists of or contains mor
plutonium or uranium 233 or any combination there
grams of uranium 235,

(d) any structure, basin, excavation, premises or place
the storage or disposal of **waste,**

and includes the site on which any of the foregoing is lc
conducted on such site and all premises used for such op

"**nuclear reactor**" means any apparatus designed or use
fission in a self-supporting chain reaction or to conta
fissionable material;

Insert Declarations Page and Coverage Part(s) here so that top edge butts against fold of Contract, and permits policy number to appear through window. ATTACH ENDORSEMENTS, IF ANY, TO TOP BACK OF DECLARATIONS.

"**property damage**" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **occurrence** during the policy period;

"**underground property damage hazard**" includes underground property damage as defined herein and **property damage** to any other property at any time resulting therefrom. "Underground property damage" means **property damage** to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The **underground property damage hazard** does not include **property damage** (1) arising out of operations performed for the **named insured** by independent contractors, or (2) included within the **completed operations hazard**, or (3) for which liability is assumed by the **insured** under an **incidental contract**.

SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

(a) all expenses incurred by the company, all costs taxed against the **insured** in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;

(b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the **insured** because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed $250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;

(c) expenses incurred by the **insured** for first aid to others at the time of an accident, for **bodily injury** to which this policy applies;

(d) reasonable expenses incurred by the **insured** at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed $25 per day.

CONDITIONS

1. **Premium:** All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the **named insured**, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the **named insured** the unearned portion paid by the **named insured**.

The **named insured** shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2. **Inspection and Audit:** The company shall be permitted but not obligated to inspect the **named insured's** property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the **named insured** or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the **named insured's** books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. **Financial Responsibility Laws:** When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for **bodily injury** liability or for **property damage** liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The **insured** agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

4. **Insured's Duties in the Event of Occurrence, Claim or Suit:**

(a) In the event of an **occurrence**, written notice containing particulars sufficient to identify the **insured** and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the **insured** to the company or any of its authorized agents as soon as practicable.

(b) If claim is made or suit is brought against the **insured**, the **insured** shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

(c) The **insured** shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **insured** because of injury or damage with respect to which insurance is afforded under this policy; and the **insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **insured** shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5. **Action Against Company:** No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the **insured's** obligation to pay shall have been finally determined either by judgment against the **insured** after actual trial or by written agreement of the **insured**, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the **insured** to determine the **insured's** liability, nor shall the company be impleaded by the **insured** or his legal representative. Bankruptcy or insolvency of the **insured** or of the **insured's** estate shall not relieve the company of any of its obligations hereunder.

6. **Other Insurance:** The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the **insured** has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7. **Subrogation:** In the event of any payment under this policy, the company shall be subrogated to all the **insured's** rights of recovery therefor against any person or organization and the **insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **insured** shall do nothing after loss to prejudice such rights.

8. Changes: Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

9. Assignment: Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the **named insured** shall die, such insurance as is afforded by this policy shall apply (1) to the **named insured's** legal representative, as the **named insured**, but only while acting within the scope of his duties as such, and (2) with respect to the property of the **named insured**, to the person having proper temporary custody thereof, as **insured**, but only until the appointment and qualification of the legal representative.

10. Three Year Policy: If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

11. Cancellation: This policy may be cancelled by the **named insured** by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the **named insured** at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the **named insured** or by the company shall be equivalent to mailing.

If the **named insured** cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

12. Declarations: By acceptance of this policy, the **named insured** agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

In Witness whereof, the company has caused this policy to be signed by its president and a secretary at Hartford, Connecticut, and countersigned on the declarations page by a duly authorized representative of the company.

David C Kozze Secretary

F. B. Watkins President.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(BROAD FORM)

This endorsement modifies the provisions of this policy relating to ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE AUTOMOBILE, COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

It is agreed that:

I. This policy does not apply:

A. Under any Liability Coverage, to **bodily injury** or **property damage**

(1) with respect to which an **insured** under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the **hazardous properties of nuclear material** and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to **bodily injury** resulting from the **hazardous properties** of **nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.

C. Under any Liability Coverage, to **bodily injury** or **property damage** resulting from the **hazardous properties** of **nuclear material**, if

(1) the **nuclear material** (a) is at any **nuclear facility** owned by, or operated by or on behalf of, an **insured** or (b) has been discharged or dispersed therefrom;

(2) the **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **insured**; or

(3) the **bodily injury** or **property damage** arises out of the furnishing by an **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such **nuclear facility** and any property thereat.

II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means **source material**, **special nuclear material** or **byproduct material**;

"source material", **"special nuclear material"**, and **"byproduct material"** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;

"waste" means any waste material (1) containing **byproduct material** and (2) resulting from the operation by any person or organization of any **nuclear facility** included within the definition of **nuclear facility** under paragraph (a) or (b) thereof;

"nuclear facility" means

SQ 000034

(a) any **nuclear reactor**,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing **spent fuel**, or (3) handling, processing or packaging **waste**,

(c) any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

NEW YORK EXCEPTION: The "Nuclear Energy Liability Exclusion Endorsement (Broad Form)" does not apply to Automobile Liability Insurance in New York.

GENERAL—AUTOMOBILE LIABILITY POLICY

Use with Contract Section to complete

ORIGINAL

Item	DECLARATIONS	POLICY NUMBER CG 01 67 30	RENEWAL OF CG 24 30 28
1.	*Named Insured* ADDRESS: (Number & Street, Town, County, State, & Zip)	SAUGET AND COMPANY AND M.T.S. INC. 2700 MONSANTO AVENUE SAUGET, ILLINOIS 62206	
2.	Policy Period: 12:01 A. M., STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN.	From: 4-12-80	To: 4-12-81
	REPRESENTATIVE: Sub-agent or broker / Reporting agent — NAME AND CODE NO.	HACKETT, MAC DONALD & ASSOC. 39-20037	

Aetna Insurance Company
HARTFORD, CONNECTICUT

3. The insurance afforded is only with respect to such of the following Parts designated by an "X" in ☒ and Coverages therein as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

	LIMITS OF LIABILITY			ADVANCE PREMIUM
Comprehensive General Liability Insurance ☒ Owners', Landlords' and Tenants' Liability Insurance ☐ Manufacturers' and Contractors' Liability Insurance ☐ Completed Operations and Products Liability Insurance ☐	EACH OCCURRENCE	AGGREGATE		
Bodily Injury Liability	$ 500,000.	$ 500,000.		$ 1,013.
Property Damage Liability	$ 500,000.	$ 500,000.		$ 1,789.
	EACH PERSON	EACH ACCIDENT		
Premises Medical Payments Insurance ☒	$ 1,000.	$ 10,000.		$ 58.
Comprehensive Personal Insurance ☐ Farmer's Comprehensive Personal Insurance ☐	EACH PERSON	EACH OCCURRENCE	EACH ACCIDENT	
Personal Liability	XXXXXX	$	XXXXXX	
Personal Medical Payments	$	XXXXXX	$	$
Physical Damage to Property	XXXXXX	$	XXXXXX	
(Applicable to Farmer's Comprehensive Personal Insurance only) Animal Collision	Market value not exceeding $400 each animal			$
Comprehensive Automobile Liability Insurance ☐	EACH PERSON	EACH OCCURRENCE		
Bodily Injury Liability	$	$		$
Property Damage Liability	XXXXXX	$		$
	EACH PERSON	EACH ACCIDENT		
Automobile Medical Payments Insurance ☐	$	XXXXXX		$
Uninsured Motorists Insurance ☐	$	$		$
Garage Insurance ☐	See Coverage Part for Limits of Liability			$
Automobile Physical Damage Insurance (Non-Fleet) ☐	See Coverage Part for Limits of Liability			$
Automobile Physical Damage Insurance (Fleet Automatic) ☐				$
Endorsements and Additional Coverage Parts # (IDENTIFY BY FORM NUMBERS)	2-600-298 2-650-342 9300, L9235, L9300, L6139		L9484 L9288	$ 290. 66.
If Policy Period more than one year and the premium is to be paid annually, premium is payable: On effective date of policy $	†1st Anniversary $		Total Advance Premium †2nd Anniversary	$ 3,216. $ SEE 2-040-213 ATTACHED
Audit Period: Annual, unless otherwise stated.**				

4. The named insured is: individual ; partnership ; corporation X ; joint venture ; other

Business of the named insured is GRADING, HAULING AND PROPERTY OWNER

** ABSENCE OF AN ENTRY MEANS "NO EXCEPTION". † PLUS AUTOMOBILE PREMIUM TO BE DETERMINED ANNUALLY.

3-28-80 DW

SQ 000035

Countersigned by Roger A. Hackett
HACKETT, MAC DONALD & ASSOC. Authorized Representative

aetna

This endorsement forms a part of the Policy to which attached, effective from its date of issue unless otherwise stated herein.

Insured

☒ ÆTNA INSURANCE COMPANY
☐ ÆTNA FIRE UNDERWRITERS INSURANCE COMPANY ☐ CENTURY INDEMNITY COMPANY

Policy Number	End. No.	Date	
CG 01 67 30 ALWAYS REQUIRED		4-12-80	Effective on and after 12:01 A.M. Standard Time.

The information above is required only when this endorsement is issued subsequent to the effective date of the Policy.

PREMIUM ADJUSTMENT ENDORSEMENT

It is agreed that the estimated Advance Premium is $3,216. and shall be paid as follows:

Date Payment Due		Installment Charge	Total
Upon Delivery of Policy	806.		806.
6-12-80	482.		482.
8-12-80	482.		482.
10-12-80	482.		482.
12-12-80	482.		482.
2-12-81	482.		482.
			3,216.

SQ 000036

Subject otherwise to all the terms, limits and conditions of the Policy.

If attached after issuance date of Policy, not valid until countersigned by an authorized agent of the Company.

Roger K. Hartell

Authorized Agent

Form 2-040-213a 9/79

COVERAGE PART

L 9259a
(Ed. 1-73)

COMPREHENSIVE GENERAL LIABILITY INSURANCE

For attachment to Policy No. CG 01 67 30 to complete said policy.

ADDITIONAL DECLARATIONS

Location of all premises owned by, rented to or controlled by the **named insured** (ENTER "SAME" IF SAME LOCATION AS ADDRESS SHOWN IN ITEM 1 OF DECLARATIONS)

SEE PREMISES OPERATIONS

Interest of **named insured** in such premises (CHECK BELOW)

☐ Owner ☐ General Lessee ☐ Tenant ☐ Other _____

Part occupied by **named insured** (ENTER BELOW)

The following discloses all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein.

SCHEDULE

General Liability Hazards

Description of Hazards	Code No.	Premium Bases	Rates B.I.	Rates P.D.	Advance Premiums Bodily Injury	Advance Premiums Property Damage
Premises - Operations						
M & C						
SEE SCHEDULE 2-600-298 ATTACHED					720	1206
SEE SCHEDULE L9300 ATTACHED					174	56.
BROAD FORM PROPERTY DAMAGE (INCLUDING COMPLETED OPERATIONS)	99982					298.
		F)FARM (a) Area (Sq. Ft.) (b) Frontage (c) Remuneration (d) Receipts (e) Units (f) Admissions	F)PER (a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per $100 of Remuneration (d) Per $100 of Receipts (e) Per Unit (f) Per 100 Admissions			
Escalators (Number at Premises)		Number Insured	Per Landing			
Independent Contractors		Cost	Per $100 of Cost			
Completed Operations		(a) Receipts	(a) Per $1,000 of Receipts			
Products		(b) Sales	(b) Per $1,000 of Sales			
GRADING OF LAND	07313	181,000	.656	.825	119.	229.
				Total Advance B.I. and P.D. Premiums	$ 1013.	$ 1789.

When used as a premium basis:

1. "**admissions**" means the total number of persons, other than employees of the **named insured**, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
2. "**cost**" means the total cost to the **named insured** with respect to operations performed for the **named insured** during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
3. "**receipts**" means the gross amount of money charged by the **named insured** for such operations by the **named insured** or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the **named insured** collects as a separate item and remits directly to a governmental division;
4. "**remuneration**" means the entire remuneration earned during the policy period by proprietors and by all employees of the **named insured**, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;
5. "**sales**" means the gross amount of money charged by the **named insured** or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the **named insured** and such others collect as a separate item and remit directly to a governmental division.

SQ 000037

(over)

I. COVERAGE A—BODILY INJURY LIABILITY
COVERAGE B—PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as damages because of

A. **bodily injury** or

B. **property damage**

to which this insurance applies, caused by an **occurrence**, and the company shall have the right and duty to defend any suit against the **insured** seeking damages on account of such **bodily injury** or **property damage**, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

(a) to liability assumed by the **insured** under any contract or agreement except an **incidental contract**; but this exclusion does not apply to a warranty of fitness or quality of the **named insured's products** or a warranty that work performed by or on behalf of the **named insured** will be done in a workmanlike manner;

(b) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of
(1) any **automobile** or aircraft owned or operated by or rented or loaned to any **insured**, or
(2) any other **automobile** or aircraft operated by any person in the course of his employment by any **insured**;
but this exclusion does not apply to the parking of an **automobile** on premises owned by, rented to or controlled by the **named insured** or the ways immediately adjoining, if such **automobile** is not owned by or rented or loaned to any **insured**;

(c) to **bodily injury** or **property damage** arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any **mobile equipment** while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;

(d) to **bodily injury** or **property damage** arising out of and in the course of the transportation of **mobile equipment** by an **automobile** owned or operated by or rented or loaned to any **insured**;

(e) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of
(1) any watercraft owned or operated by or rented or loaned to any **insured**, or
(2) any other watercraft operated by any person in the course of his employment by any **insured**;
but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the **named insured**;

(f) to **bodily injury** or **property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

(g) to **bodily injury** or **property damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
(1) liability assumed by the **insured** under an **incidental contract**, or
(2) expenses for first aid under the Supplementary Payments provision;

(h) to **bodily injury** or **property damage** for which the **insured** or his indemnitee may be held liable
(1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
(2) if not so engaged, as an owner or lessor of premises used for such purposes,
if such liability is imposed
(i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
(ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;
but part (ii) of this exclusion does not apply with respect to liability of the **insured** or his indemnitee as an owner or lessor described in (2) above;

(i) to any obligation for which the **insured** or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(j) to **bodily injury** to any employee of the **insured** arising out of and in the course of his employment by the **insured** or to any obligation of the **insured** to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the **insured** under an **incidental contract**;

(k) to **property damage** to
(1) property owned or occupied by or rented to the **insured**,
(2) property used by the **insured**, or
(3) property in the care, custody or control of the **insured** or as to which the **insured** is for any purpose exercising physical control;
but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to **property damage** (other than to **elevators**) arising out of the use of an **elevator** at premises owned by, rented to or controlled by the **named insured**;

(l) to **property damage** to premises alienated by the **named insured** arising out of such premises or any part thereof;

(m) to loss of use of tangible property which has not been physically injured or destroyed resulting from
(1) a delay in or lack of performance by or on behalf of the **named insured** of any contract or agreement, or
(2) the failure of the **named insured's products** or work performed by or on behalf of the **named insured** to meet the level of performance, quality, fitness or durability warranted or represented by the **named insured**;
but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the **named insured's products** or work performed by or on behalf of the **named insured** after such products or work have been put to use by any person or organization other than an **insured**;

(n) to **property damage** to the **named insured's products** arising out of such products or any part of such products;

(o) to **property damage** to work performed by or on behalf of the **named insured** arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the **named insured's products** or work completed by or for the **named insured** or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

(q) to **property damage** included within
(1) the **explosion hazard** in connection with operations identified in this policy by a classification code number which includes the symbol "x",
(2) the **collapse hazard** in connection with operations identified in this policy by a classification code number which includes the symbol "c",
(3) the **underground property damage hazard** in connection with operations identified in this policy by a classification code number which includes the symbol "u".

II. PERSONS INSURED

Each of the following is an **insured** under this insurance to the extent set forth below:

(a) if the **named insured** is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the **named insured** with respect to the conduct of such a business;

(b) if the **named insured** is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(c) if the **named insured** is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

(d) any person (other than an employee of the **named insured**) or organization while acting as real estate manager for the **named insured**; and

(e) with respect to the operation, for the purpose of locomotion upon a public highway, of **mobile equipment** registered under any motor vehicle registration law,
(i) an employee of the **named insured** while operating any such equipment in the course of his employment, and
(ii) any other person while operating with the permission of the **named insured** any such equipment registered in the name of the **named insured** and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;
provided that no person or organization shall be an **insured** under this paragraph (e) with respect to:
(1) **bodily injury** to any fellow employee of such person injured in the course of his employment, or
(2) **property damage** to property owned by, rented to, in charge of or occupied by the **named insured** or the employer of any person described in subparagraph (ii).

This insurance does not apply to **bodily injury** or **property damage** arising out of the conduct of any partnership or joint venture of which the **insured** is a partner or member and which is not designated in this policy as a **named insured**.

III. LIMITS OF LIABILITY

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**, or (3) claims made or suits brought on account of **bodily injury** or **property damage**, the company's liability is limited as follows:

Coverage A—The total liability of the company for all damages, including damages for care and loss of services, because of **bodily injury** sustained by one or more persons as the result of any one **occurrence** shall not exceed the limit of **bodily injury** liability stated in the declarations as applicable to "each **occurrence**".

Subject to the above provision respecting "each **occurrence**", the total liability of the company for all damages because of (1) all **bodily injury** included within the **completed operations hazard** and (2) all **bodily injury** included within the **products hazard** shall not exceed the limit of **bodily injury** liability stated in the declarations as "aggregate".

Coverage B—The total liability of the company for all damages because of all **property damage** sustained by one or more persons or organizations as the result of any one **occurrence** shall not exceed the limit of **property damage** liability stated in the declarations as applicable to "each **occurrence**".

Subject to the above provision respecting "each **occurrence**", the total liability of the company for all damages because of all **property damage** to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of **property damage** liability stated in the declarations as "aggregate":

(1) all **property damage** arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including **property damage** for which liability is assumed under any **incidental contract** relating to such premises or operations, but excluding **property damage** included in subparagraph (2) below;
(2) all **property damage** arising out of and occurring in the course of operations performed for the **named insured** by independent contractors and general supervision thereof by the **named insured**, including any such **property damage** for which liability is assumed under any **incidental contract** relating to such operations, but this subparagraph (2) does not include **property damage** arising out of maintenance or repairs at premises owned by or rented to the **named insured** or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
(3) all **property damage** included within the **products hazard** and all **property damage** included within the **completed operations hazard**.

Such aggregate limit shall apply separately to the **property damage** described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the **named insured**.

Coverages A and B—For the purpose of determining the limit of the company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **occurrence**.

IV. POLICY TERRITORY

This insurance applies only to **bodily injury** or **property damage** which occurs within the **policy territory**.

aetna insurance company

CONTRACTORS' SCHEDULE OF CLASSIFICATIONS
PUBLIC LIABILITY

This schedule forms a part of Policy No. CG 01 67 30

issued to
by AETNA INSURANCE COMPANY

CLASSIFICATION OF OPERATIONS	CODE NO.	PREMIUM BASES	RATES B.I.	RATES P.D.	ADVANCE PREMIUMS B.I.	ADVANCE PREMIUMS P.D.
		Est. Annual Remuneration	Per $100 Remuneration			
Air Conditioning, Heating or Refrigeration Systems or Combined Heating and Air Conditioning Systems — Including duct work and piping — installation, servicing or repair — including shop and retail stores or display rooms	17140					
Carpentry	17535					
Carpentry in the construction of detached private residences for occupancy by one or two families and private garages in connection therewith	15145					
Carpentry in the construction of dwellings not exceeding three stories in height and private garages in connection therewith	15145					
Carpentry — Interior	17525					
Cement, Concrete or Granolithic Floor Construction, Finishing or Surfacing	17745					
Concrete Block Construction — buildings	17741					
Concrete Construction — including foundations, making, setting up or taking down forms, scaffolds, falsework or concrete distributing apparatus	17745					
Conduit Construction — for cables or wires	16285xcu					
Contractors — construction or erection — executive supervisors exercising supervision through superintendents and foremen — no direct supervision	15192					
Contractors' Permanent Yards — maintenance or storage of equipment or material	42264					
Driveway, Parking Area or Sidewalk Construction, Paving or Repaving	16144					
Dry Wall or Wallboard Installation	17948					
Electrical Wiring — within buildings including installation or repair of fixtures or appliances	17315					
Excavation	15111xcu					
Grading of Land	07313xcx	60,000.	1.20	2.01	720.	1206.
Iron or Steel Erection in the construction of dwellings not exceeding two stories in height	15121					
Iron or Steel Erection	15125					
Landscape Gardening	07311xcu					
Masonry Work	17425					
Painting Decorating or Paper Hanging — including shop operations	17235					
Plastering	17445					
Plumbing — gas, steam, hot water or other pipe fitting	17185u					
Roofing — all kinds — including yard employees	17625					
Sewer Mains or Connections Construction — including tunneling at street crossings	16225xcu					
Sheet Metal Work — erection, installation or repair — shop and outside	17615					
Street or Road Construction or Reconstruction — clearing of right-of-way, excavation, filling or grading, bridge or culvert building	16115xcu					
Street or Road Paving or Repaving, Surfacing or Resurfacing or Scraping	16125xcu					
Welding or Cutting	17785x					
			TOTAL PREMIUM THIS SCHEDULE		720.	1206.
					INCLUDED	

SQ 000039

FORM 2-600-298

EXTENSION SCHEDULE

Policy No. CG 01 67 30

- [x] Comprehensive General Liability Insurance
- [ ] Owners', Landlords' and Tenants' Liability Insurance
- [ ] Manufacturers' and Contractors' Liability Insurance

Description of Hazards	Code No.	Premium Bases*	Rates* B.I.	Rates* P.D.	Advance Premiums Bodily Injury	Advance Premiums Property Damage
Premises - Operations TERR.014 OL&T						
1. LOTS F, 225, 228, 229 & 232 OF THE 3RD SUBDIVISION OF CAHOKIA COMMONS (75 ACRES)						
*FARM-RESIDENCE INCLUDING ACREAGE (160 ACRES OR LESS)	*01205	F) 1	22.32	6.00	22.	8.MP
2. LOT 304 OF 4TH SUBDIVISION OF CAHOKIA COMMONS (200 ACRES.						
FARM-RESIDENCE INCLUDING ACREAGE (OVER 160 ACRES BUT NOT MORE THAN 500 ACRES)	**01206	F) 1	31.62	8.40	32.	8.MP
3. LOTS 240, 241, 244, 245, 248, 249, 252, 253, 256, 260, 261, 264, 265, AND 257, 269, OF 3RD SUBDIVISION OF CAHOKIA COMMONS (15 ACRES)	*01205	F) 1	22.32	6.00	22.	8.MP
'ART OF LOTS 77, PART OF LOT A COMMONFIELDS OF CAHOKIA (19 ACRES)	*01205	F) 1	22.32	6.00	22.	8.MP
5. PARTS OF LOTS 81 AND PART OF LOTS 119, COMMONFIELD OF CAHOKIA (300 ACRES.)	**01206	F) 1	31.62	8.40	32.	8.
6. LOTS 126, 127 & 128 COMMONFIELD OF CAHOKIA (50 ACRES)	*01205	F) 1	22.32	6.00	22.	8.MP
7. PART OF LOT 119, 202 OF CAHOKIA COMMONS (5 ACRES)	*01205	F) 1	22.32	6.00	22.	8.MP
				Total Advance B.I. and P.D. Premiums	$ 174.	$ 56.
				Total Advance Premium $		

SQ 000041

*Same Rate and Premium Bases as shown on the applicable Coverage Part.

This endorsement forms a part of the Policy to which attached, effective from its date of issue unless otherwise stated herein.

Insured

Name of Company

AETNA INSURANCE COMPANY

Policy Number	End. No.	Date
CG 01 67 30	1	4-12-80
ALWAYS REQUIRED		

Effective on and after 12:01 A. M. Standard Time.

The information above is required only when this endorsement is issued subsequent to the effective date of the Policy.

EXPLOSION, COLLAPSE OR UNDERGROUND PROPERTY DAMAGE COVERAGE

In consideration of the additional advance premium indicated as applicable to the classification code(s) shown below, it is agreed that with respect to the designated location or job the policy exclusion for which a specific rate or premium increment is shown does not apply.

Designated Location or Job:

CLASSIF. CODE	ESTIMATED PAYROLL	EXCLUSIONS (Deleted only where Specific Rate Increment Shown.)				MINIMUM PREMIUM INCREMENT	ADVANCE PREMIUM
		Collapse Hazard Excl. Rate Increment	Explosion Hazard Excl. Rate Increment	Explosion & Collapse Hazard Exclusions Rate Increments	Underground Property Damage Hazard Excl. Rate Increment		
07313XC	55,000				.864	22.MP INCL.	
					INCLUDED		

Subject otherwise to all the terms, limits and conditions of the policy.

Authorized Agent

Form 2-650-342

SQ 000043

aetna

insurance company

This endorsement forms a part of the Policy to which attached, effective from its date of issue unless otherwise stated herein.

Insured SAUGET & COMPANY

☒ AETNA INSURANCE COMPANY

☐ AETNA FIRE UNDERWRITERS INSURANCE COMPANY ☐ CENTURY INDEMNITY COMPANY

Policy Number	End. No.	Date	Effective on and after ☐ 12:00 Noon Standard Time. ☐ 12:01 A.M.
CG 01 67 30 ALWAYS REQUIRED	3	4-12-80	

The information above is required only when this endorsement is issued subsequent to the effective date of the policy.

ENDORSEMENT

IT IS AGREED, PAUL C. SAUGET IS ADDED AS ADDITIONAL "INSURED" UNDER THE PROVISIONS OF THIS POLICY AS HIS INTERESTS MAY APPEAR.

SQ 000045

Subject otherwise to all the terms, limits and conditions of the Policy.

If attached after issuance of Policy, not valid until countersigned by an authorized agent of the Company.

Roger A. Hacker

Authorized Agent

Form 2-040-202 Ed. July 69
Printed in U.S.A.

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

COMPREHENSIVE GENERAL LIABILITY INSURANCE—MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE—
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

LIABILITY

Adv-3009

L 9484
(Ed. 1-73)

CONTRACTUAL LIABILITY INSURANCE

(Blanket Coverage—Broad Form)

This endorsement, effective 4-12-80 (12:01 A. M., standard time), forms a part of policy No. CG 02 67 30

issued to SAUGET AND COMPANY

by AETNA INSURANCE COMPANY

Roger A. Blachere
Authorized Representative

SCHEDULE

The insurance afforded for **contractual liability** is only with respect to such of the following **Coverages** as are indicated by a specific premium charge applicable thereto. The limits of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Advance Premiums	Limits of Liability: each occurrence	Limits of Liability: aggregate	Coverages
$ 185.	$ 500,000.		Contractual Bodily Injury Liability
$ 105.	$ 500,000.	$ 500,000.	Contractual Property Damage Liability
$ 290.	Total Advance Premium		

Advance Premiums: Bodily Injury	Advance Premiums: Property Damage	Rates: B.I.	Rates: P.D.	Premium Bases	Code No.	Designation of Contracts on File or Known to the Company
		(a) Per $100 of Cost (b) Per $1,000 of Sales		(a) Cost (b) Sales		
185.	105.	.102	.058	A)181,000.	16281	BLANKET CONTRACTUAL LIABILITY CONSTRUCTION RISK-BROAD FORM COVERAGE
$ 185.	$ 105.	Total Advance B.I. and P.D. Premiums				

The following exclusions do not apply with respect to any "construction agreement":

The company, in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein, agrees with the **named insured** as follows:

I. COVERAGES—CONTRACTUAL BODILY INJURY LIABILITY CONTRACTUAL PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the **insured** all sums which the **insured**, by reason of **contractual liability** assumed by him under any written contract of the type designated in the schedule for this insurance, shall become legally obligated to pay as damages because of

bodily injury or
property damage

to which this insurance applies, caused by an **occurrence**, and the company shall have the right and duty to defend any **suit** against the **insured** seeking damages on account of such **bodily injury** or **property damage**, even if any of the allegations of the **suit** are groundless, false or fraudulent, and may make such investigation and settlement of any claim or **suit** as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend

(1) any arbitration proceeding wherein the company is not entitled to exercise the **insured's** rights in the choice of arbitrators and in the conduct of such proceedings, or

(2) any **suit** after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

(a) to liability assumed by the **insured** under any **incidental contract**;

(b) (1) if the **insured** is an architect, engineer or surveyor, to **bodily injury** or **property damage** arising out of professional services performed by such **insured**, including

(i) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and

(ii) supervisory, inspection or engineering services;

(2) if the indemnitee of the **insured** is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of

(i) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or

(ii) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the **bodily injury** or **property damage**;

(c) to **bodily injury** or **property damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing;

(d) to **bodily injury** or **property damage** for which the indemnitee may be held liable

(over)

SQ 000047